Regulations for the Recovery of Digital Assets

§ 1

1. These Regulations (*hereinafter referred to as **the Asset Recovery Regulations***) set out the applicable rules in the event that the Client requests zondacrypto to undertake the Digital Asset Recovery Process due to the Client making an incorrect payment, contrary to the rules provided for in § 2(1) of the Asset Recovery Regulations.

2. In addition to the terms defined in paragraph 3 below, all definitions from the Terms and Conditions of Service, available at: https://zondacrypto.com/en/legal/zondacrypto-exchange/terms-and-conditions-of-service.

3. For the purposes of these Asset Recovery Regulations, the following definitions shall **apply**:

a) **Digital Asset** - a digital representation of a given value or a given right, processed and stored in a virtual database whose integrity and correctness is secured through cryptographic methods. Within Digital Assets we can distinguish, among others: cryptocurrencies, tokens, NFTs, contracts;

b) **Supported Digital Assets** - Digital Assets that zondacrypto systems have been adapted to support, allowing them to be deposited, withdrawn, sold or purchased using zondacrypto systems;

c) **Digital Asset Recovery Process** - the process aimed at restoring the right to dispose of Digital Assets by the Clients that have been lost due to an error not attributable to zondacrypto. Such process remains complex and its success cannot be guaranteed.

d) **Recovery Fee** - a fee set in EURO, paid by the Client to zondacrypto to cover the costs associated with the Digital Asset Recovery Process;

e) **Recovery Costs** - the other costs (independent of the Recovery Fee) to be incurred by the Client in order to provide appropriate tools and measures, as indicated by zondacrypto, to assist or enable the recovery of the Client's lost Digital Assets. These costs may be necessary to cover a corresponding number of Digital Assets. These costs may be used, for example, to cover the network charges that are required to complete the Digital Asset Recovery Process.

§ 2

1. In order for the deposits of Digital Assets made into an Account on the zondacrypto systems to be correctly added to the balance in the Client's Account, the following conditions must still be met cumulatively:

a) the Customer has an active and fully verified Account on the Exchange;

b) the deposit relates only to Supported Digital Assets at the time of the deposit;

c) the deposit of Supported Digital Assets was made on a network that was supported by zondacrypto at the time of the deposit;

d) the payment of the Supported Digital Assets was made only to the address assigned by zondacrypto to the Customer concerned, downloaded directly from the Exchange's system, and the payment was made as soon as the address was downloaded;

e) all data required by zondacrypto (e.g. tag/memo, etc.) were correctly entered when making the payment;

f) additional specific requirements of the network or Digital Asset, if applicable to the deposit in question, have been met - all additional requirements are described at: https://zondacrypto.com/en/legal/zondacrypto-exchange/fees;

g) the deposit was not made using a protocol that ensures anonymity and that the sender of the deposit can be easily and unequivocally identified.

2. zondacrypto shall not be liable for any deposits made by the Client in breach of the rules set out in paragraph 1 above and cannot guarantee that it will be possible to take action to recover Digital Assets in such cases.

3. In the event that the Customer makes an erroneous deposit of Digital Assets in breach of the rules set out in paragraph 1 above, and only at the express request of the Customer, zondacrypto may, against payment of the applicable Recovery Fee and

payment of Recovery Costs, attempt to carry out the Recovery Process for Digital Assets that have not been correctly added to the Account balance. The undertaking by zondacrypto of the Recovery Process for Digital Assets at the request of the Customer remains voluntary, which means that zondacrypto is entitled to refuse to take action to recover them.

4. It shall only be possible for zondacrypto to undertake the Digital Asset Recovery Process if the value of the Digital Assets to be subject to the Digital Asset Recovery Process is at least equivalent to the amount of EUR 100.00. The conversion of the value of the Digital Assets into EURO, is carried out according to the opening exchange rate posted on https://coinmarketcap.com/, as of the date of the erroneous payment.

5. The Client may submit a request for zondacrypto to undertake the Digital Asset Recovery Process within 30 days from the date of the erroneous payment of the Digital Assets, via the form available at https://zondacrypto.com/en/helpdesk/contact-page. If a request is made after this deadline, zondacrypto is entitled to refuse to initiate the Digital Asset Recovery Process.

6. zondacrypto shall each time individually assess the request received from the Client to undertake the Digital Asset Recovery Process in terms of the action that can be taken and shall individually calculate the Recovery Fee and the Recovery Costs. The risk of total loss of the Digital Assets and the actionable steps to recover the Digital Assets remain different depending on the circumstances of the individual case. For technical reasons, zondacrypto does not guarantee the successful outcome of the Digital Asset Recovery Process. The fact that the Digital Asset Recovery Process was successful for a particular Client does not guarantee that the same actions will have the intended effect in the case of another request.

7. zondacrypto shall inform the Client by e-mail of the results of the assessment carried out as to the possibility of undertaking the Recovery Process for the Digital Assets and of the Recovery Fee and Recovery Costs, within 60 days of receipt of the Client's request. zondacrypto stipulates that the assessment made only indicates the possibility of carrying out actions that may lead to the recovery of the Digital Assets and does not constitute a guarantee that these actions will have the intended effect.

8. The amount of the Recovery Fee shall be determined by zondacrypto on a case-by-case basis and shall depend on the circumstances of the individual case, but shall be no less than EUR 100.00 and no more than 20% of the value of the Digital Assets to be recovered, in accordance with the EURO conversion referred to in paragraph 4 above. Notwithstanding the Recovery Fee, zondacrypto shall also determine the amount of Recovery Costs, if any, if there is a need to incur them in the circumstances of the case.

9. In order for zondacrypto to commence the Digital Asset Recovery Process, acceptance by the Client of zondacrypto's assessment of the recoverability and the amount of the Recovery Fee and Recovery Costs remains necessary. The Client shall carry out the acceptance by sending a return message to the email address from which it received the assessment from zondacrypto, together with information on the amount of the Recovery Fee and Recovery Costs.

10. Payment by the Client of the Recovery Fee and the Recovery Costs shall be made by debiting funds from the Client's Account, following the Client's express acceptance referred to in paragraph 9 above. The Customer shall be obliged to credit the Account with the appropriate amount, in the relevant currency. zondacrypto may also oblige the Customer to make a direct payment of the Recovery Costs to the direct provider of the service or tool in question.

11. zondacrypto's assessment of recoverability, together with an estimate of the Recovery Fee and Recovery Costs, shall only be valid within a period of 14 days from the date of receipt by the Customer of information to this effect from zondacrypto. If the Client sends an acceptance after this deadline, this may result in a change to the existing assessment as to the recoverability of the Digital Assets, the amount of the Recovery Fee and the Recovery Costs or result in zondacrypto refusing to undertake the Recovery Process for the Digital Assets.

§ 3

1. zondacrypto shall be entitled to amend the Asset Recovery Regulations at any time and such amendment shall take effect on the date indicated by zondacrypto, provided that the effective date of the amendment to the Asset Recovery Regulations shall not be less than 7 days after the amended Asset Recovery Regulations are made available to the User or Client. Each User and Client will be informed of the change by an email sent to the email address assigned to their Account.

2. If the User or Client does not accept the changes to the Asset Recovery Regulations, the Client, in order to terminate the contract for the provision of the Services concluded with zondacrypto, shall immediately notify zondacrypto, in writing or by e-mail to the e-mail address: support@zondacrypto.com. In this case, the contract shall be terminated on the effective date of the amended content of the Asset Recovery Regulations.

3. Matters not covered by these Asset Recovery Regulations shall be governed by the Terms and Conditions of Service and the laws generally applicable in the Republic of

Estonia, where zondacrypto has its registered office. The above stipulation shall not deprive Consumer Customers of the protection granted to them by the law of their habitual place of residence.