FINZY

RISK DISCLOSURE NOTICE

Finzy Sociedad de Responsabilidad Limitada

Legal entity No. 3-102-921514, Republic of Costa Rica

Version 1.0 | Effective date: 30 March 2026

This Risk Disclosure Notice (the "Notice") forms an integral part of the Finzy Terms of Service and is provided to the User before they begin using the Service. This Notice describes the principal risks associated with Digital Assets and use of the Service and is not an exhaustive list of all possible risks. Capitalised terms used in this Notice have the meanings given to them in the Finzy Terms of Service.

1. General Warning

1.1. Digital Assets are a high-risk category of property. Their value may fluctuate significantly within a short period of time, including a total loss of value. The User should use the Service and acquire Digital Assets only to the extent they are willing and able to bear the risk of a total loss of the funds invested.

1.2. Finzy is not an exchange, investment adviser, broker, bank, or other financial institution and does not provide investment, tax, or legal advice. The decision to use the Service and to carry out transactions with Digital Assets is made by the User independently and on the basis of their own risk assessment.

1.3. Past performance of a Digital Asset's value is not indicative of its future value. No Digital Asset guarantees that its value will be maintained or will increase in the future.

1.4. Finzy recommends that the User not invest in Digital Assets funds whose loss would materially affect their financial position, and that the User diversify risk where possible.

2. Risks Related to the Nature of Digital Assets

2.1. Volatility

The Digital Asset market is characterised by high volatility. The value of a Digital Asset may fall significantly within minutes or hours as a result of news events, actions of large holders, regulatory decisions, or other factors outside Finzy's control.

2.2. Limited Liquidity

Certain Digital Assets may have a limited trading volume, which may make it difficult to convert them into other Digital Assets or fiat currency at the expected price or within a reasonable time.

2.3. Novelty of the Technology

Distributed ledger technology is relatively new and continues to evolve. There is no guarantee that the economic, technical, or legal model of a particular Digital Asset will remain unchanged in the future.

2.4. Stablecoin De-Pegging Risk

Stablecoins and other Digital Assets whose value is nominally pegged to a fiat currency or other asset may lose such peg as a result of the issuer's actions or insolvency, insufficient reserve assets backing the peg, or other circumstances. Finzy is not an issuer of stablecoins, does not control the composition or adequacy of the issuer's reserves, and does not guarantee that the peg will be maintained.

2.5. Protocol and Blockchain Network Risks

Forks, hard forks, protocol upgrades, 51% attacks, smart contract errors, and other technical events on a blockchain network may affect the availability, functionality, or value of a Digital Asset regardless of any action by Finzy.

2.6. No Government Guarantees

Digital Assets are not legal tender, are not issued or guaranteed by any state or central bank, and are not covered by deposit insurance schemes or similar government guarantee schemes.

3. Risks Related to Custodial Storage

3.1. Third-Party Custody

When using the Service, the cryptographic access keys to the User's Digital Assets are held and managed by Finzy rather than by the User. This means that the User's access to their Digital Assets depends on the operational resilience, integrity, and technical reliability of Finzy.

3.2. Omnibus Storage

Digital Assets of different Users may be stored in shared (omnibus) wallets, with separate internal accounting maintained for each User's share. In the event of an incident affecting such an omnibus wallet, including compromise of private keys, a User may incur losses proportionate to their share, together with other Users whose assets are held in the same wallet.

3.3. Cybersecurity Risk

Despite the security measures applied by Finzy, including multi-signature schemes and segregated backup key storage, the risk of hacking, unauthorised access, or other compromise of the custody infrastructure cannot be entirely eliminated. Should such a risk materialise, it may result in a partial or total loss of Users' Digital Assets.

3.4. Insolvency or Cessation of Finzy's Operations

In the event of Finzy's insolvency, liquidation, or cessation of operations, the return of Digital Assets to the User may be delayed, restricted, or impeded as a result of creditor claim settlement procedures, regulatory action, or other legal proceedings applicable under the law of the Republic of Costa Rica or another applicable jurisdiction. Finzy takes measures to keep Users' Digital Assets segregated from its own assets; however, this does not entirely eliminate the operational and legal risks associated with insolvency.

3.5. Operational Failure Risk

Technical failures, scheduled and unscheduled service interruptions, software errors, or infrastructure overload may temporarily restrict the User's access to the Service, including the ability to timely complete Deposit Operations, Withdrawal Operations, or Exchanges.

4. Risks Related to Blockchain Transactions

4.1. Irreversibility of Transactions

Transactions with Digital Assets on a blockchain network are irreversible. Once a transaction is confirmed on a blockchain network, neither the User nor Finzy has the technical ability to cancel, revoke, or alter such transaction.

4.2. Risk of Errors in Transaction Details

Sending a Digital Asset to an incorrect Wallet Address, using an incompatible blockchain network, or without the required MEMO may result in the permanent loss of the Digital Asset. The User is responsible for independently verifying the correctness of transaction details before confirming an operation.

4.3. Risk Related to the Number of Network Confirmations

Crediting Digital Assets to the User's Custodial Wallet depends on reaching the number of transaction confirmations established for the relevant blockchain network. Delays on the blockchain network, which are outside Finzy's control, may increase the crediting time.

4.4. Network Fee Risk

The amount of blockchain network fees (gas) may fluctuate significantly depending on network load and is not controlled by Finzy. A change in the network fee amount may affect the economic viability of carrying out an operation.

5. Risks Related to Partner Services

5.1. Finzy is not a party to transactions between the User and Partners and does not guarantee the proper performance by a Partner of its obligations. The User independently assesses the reliability of a Partner and the terms of its offer before entering into a Partner Transaction.

5.2. Exchange rates and the terms of Partner Transactions are formed by Partners independently on the basis of their own quotes and may differ from market indicators on other platforms. A Partner's Quote is valid for a limited period and may be withdrawn or changed before it is accepted by the User.

5.3. When interacting with Fiat Partners and Card-Issuing Partners, the User enters into an independent legal relationship with such Partners, governed by their own terms of service and the law applicable to them, which may differ from the law applicable to Finzy.

5.4. Personal data provided to a Partner in connection with a Partner service is processed by the Partner independently as a separate data controller. Finzy is not responsible for the data processing practices applied by a Partner.

6. Risks Related to User Account Security

6.1. The security of the User's account depends significantly on the User's own actions, including safeguarding Credentials, passwords, two-factor authentication codes, and the devices used to access the Service.

6.2. Phishing attacks, malware, social engineering, and other types of third-party fraud represent a material threat to the safety of a User's Digital Assets. Finzy has no technical means of preventing compromise of a User's device or Credentials occurring outside Finzy's infrastructure.

6.3. The User is advised to: use unique and strong passwords; enable two-factor authentication; never disclose Credentials, confirmation codes, or seed phrases to third parties, including persons claiming to represent Finzy; verify the address of the official website and application before entering Credentials; and exercise caution regarding unsolicited messages, offers, and links relating to the Service.

7. Legal and Regulatory Risks

7.1. Regulation of Digital Assets is still developing and varies significantly between jurisdictions. A change in legislation in the jurisdiction where Finzy is registered or in the jurisdiction where the User resides may affect the availability or functionality of the Service or the legal status of Digital Assets.

7.2. Finzy may be required to restrict or suspend the provision of Services to individual Users or in respect of particular Digital Assets, jurisdictions, or transactions in order to comply with applicable law, including anti-money laundering and counter-terrorist financing requirements and sanctions restrictions.

7.3. The User is solely responsible for complying with the law of their country of residence when using the Service, including tax law, currency control regulations, and other applicable requirements.

8. Risks Related to the Assessment and Availability of Information

8.1. Information published in the Service, including descriptions of Digital Assets, market data, and quotes, is provided for informational purposes and may contain inaccuracies, delays, or discrepancies compared to data from third-party sources.

8.2. The exchange rate of a Digital Asset displayed in the Service is formed on the basis of data obtained from third parties and does not guarantee the rate at which an operation will actually be executed.

9. Limitation of Finzy's Liability

9.1. This Notice does not create any additional obligations for Finzy beyond those established by the Terms of Service. The limitations of Finzy's liability applicable to the risks described in this Notice are set out in Section 15 of the Finzy Terms of Service.

9.2. The User's review of this Notice does not eliminate or replace the need for the User to independently assess the risks associated with a specific Digital Asset or transaction before carrying it out.

10. Acknowledgement of Review

By accepting the Terms of Service in the manner set out in Section 2 of the Terms of Service, the User confirms that they:

- have reviewed this Risk Disclosure Notice in full;
- understand and accept the risks associated with Digital Assets and use of the Service described in this Notice;
- use the Service on the basis of their own informed risk assessment and without relying on any guarantee of outcome from Finzy;
- understand that this Notice is not exhaustive and does not replace the need to obtain independent advice where the User has any doubts.

This Notice may be updated by Finzy in a manner analogous to the procedure for amending the Terms of Service set out in Section 20 of the Finzy Terms of Service.