FINZY

TERMS OF SERVICE

Finzy Sociedad de Responsabilidad Limitada

Revision 1 | Effective date: 30 March 2026

Registered office: San José, Montes de Oca, San Pedro, Los Yoses, Avenidas 8 y 10, Calle 39, LY Center, Costa Rica

Registration No. 3-102-921514 | Legalisation No. 4062001335301 | Certificate RNPDIGITAL-346289-2026

This document is a legally binding agreement between the User and Finzy. Use of the Service constitutes the User's unconditional agreement to the terms of this Agreement in full.

Important Notice

Finzy provides the User with a custodial storage service for Digital Assets (the "Service") and is not an exchange, payment system, credit institution, investment adviser, or other financial intermediary within the meaning of applicable law. Digital Assets are subject to high volatility and may lose their entire value. The User uses the Service solely on the basis of their own assessment of the risks associated with Digital Assets. Information published within the Service does not constitute investment, tax, or legal advice and does not guarantee any financial outcome.

Section 1. Parties to the Agreement

1.1. This Terms of Service (the "Agreement") is entered into between Finzy and the User on the terms set out below.

1.2. The service provider is Finzy Sociedad de Responsabilidad Limitada ("Finzy" or the "Company"), registered in the Republic of Costa Rica; legal entity registration number 3-102-921514; legalisation number 4062001335301; certificate RNPDIGITAL-346289-2026.

1.3. The User is:

- a natural person with legal capacity who has reached eighteen years of age and who independently accepted the terms of this Agreement upon registration (a "Individual User"); or
- a legal entity duly established under the law of its country of incorporation, on whose behalf an authorised representative accepted the terms of this Agreement upon registration (a "Corporate User").

The term "User" covers both categories unless the context clearly indicates otherwise. Provisions applicable exclusively to one category of Users contain the corresponding clarification.

1.4. Finzy and the User are jointly referred to as the "Parties" and individually as a "Party".

1.5. The Service is Finzy's software and technology system, comprising a mobile application, web interface, and supporting components, together with the intellectual property that enables its operation. The Service is hosted on the Company's official website at https://app.finzypay.io/ (the "Service" or "Platform").

Section 2. Conclusion of the Agreement and Acceptance

2.1. This Agreement constitutes a public offer by Finzy. Acceptance of the offer is deemed to have occurred from the moment the User performs any of the following actions:

- clicking the consent button upon registering with the Service;
- logging into an account using previously created credentials or integrated authentication methods;
- carrying out transactions using the Service's functionality.

2.2. From the moment of acceptance, the Agreement takes effect and becomes binding on the Parties.

2.3. The fact and exact time of acceptance are recorded in Finzy's information system and are recognised by the Parties as sufficient and reliable evidence of the conclusion of this Agreement.

Section 3. Definitions

3.1. This Agreement uses the terms set out in the glossary table at the end of this document.

3.2. Terms used in the singular also cover the plural, and vice versa. Capitalised terms are used exclusively with the meanings defined in this Section or in other Sections of the Agreement.

Section 4. Right to Use the Service

4.1. The right to use the Service is granted to a User who has completed the registration and verification required for the relevant scope of Services.

4.2. The User shall use the Service personally, without transferring Credentials to third parties and without granting third parties access to their account.

4.3. Finzy may impose technical and functional restrictions on use of the Service, including limits on the volume, frequency, and types of operations, and may suspend or terminate access in the cases established by the Agreement and applicable law.

4.4. The Service is intended solely for persons who have reached the age of majority under the law of their country of residence, and in any event for persons who have reached the age of eighteen. Finzy may, at any time, request documentary proof of age. Where there are reasonable grounds to believe that a User has not reached such age, Finzy shall immediately suspend that User's access to the Service.

4.5. Prohibited Jurisdictions and Persons

4.5.1. Registration and use of the Service is not available to persons who are residents, citizens, or physically present, at the time of registration or use of the Service, in the following jurisdictions:

- the United States of America and its unincorporated territories (Puerto Rico, the U.S. Virgin Islands, Guam, and others);
- member states of the European Union;
- the Republic of Costa Rica (in relation to resident natural persons using the Service for personal purposes);
- states subject to sanctions imposed by the UN Security Council, OFAC (USA), HM Treasury (United Kingdom), or the European Union, as well as citizens and residents of such states included in the relevant sanctions lists;
- states included in the current FATF "black" or "grey" list as jurisdictions with insufficient AML/CFT controls;
- other jurisdictions that Finzy determines from time to time based on its own risk-based assessment; the current list of such jurisdictions is published in the "Legal Documents" section of the Platform.

4.5.2. The current list of Prohibited Jurisdictions is published in the Service and may be updated by Finzy without amending this Agreement. Changes to the list are brought to the User's attention through a notification in the Service.

4.5.3. The User confirms that they are not located in a Prohibited Jurisdiction, are not a resident of one, and are not subject to sanctions restrictions. The discovery of relevant indicators is grounds for suspending access to the account and terminating the Agreement.

4.5.4. The User is solely responsible for ensuring that their actions comply with the law of their country of residence when using the Service, including obtaining any necessary permits where required by applicable law. The use of a VPN, proxy, Tor network, or other technical means aimed at circumventing the Platform's geographic restrictions constitutes a material breach of this Agreement and is sufficient grounds for Finzy to immediately restrict or terminate the User's access to their account.

Section 5. Description of Services and Legal Status of Digital Assets

5.1. Legal Status of the User's Digital Assets

5.1.1. Ownership of the User's Digital Assets remains with the User at all times. Finzy does not acquire ownership of the User's Digital Assets and does not use them for its own benefit.

5.1.2. Finzy maintains segregated accounting of Users' Digital Assets from Finzy's own assets. Users' claims for the return of Digital Assets are satisfied from the relevant omnibus wallets in the manner established by applicable law.

5.1.3. Finzy does not lend, pledge, re-pledge, or otherwise dispose of Users' Digital Assets for its own benefit or the benefit of third parties, except for technical operations necessary to execute the User's instructions or to ensure the operation of the Service, including transfers between Finzy's own custodial addresses.

5.2. List of Finzy's Services

Finzy provides the User with the following Services:

- custodial storage of Digital Assets;
- deposit and withdrawal of Digital Assets;
- Internal Transfers;
- a technology storefront for Partner services;

- authentication of access to the account;
- identification and verification of the User;
- generation of transaction reports.

5.3. Custodial Storage Technology

5.3.1. Digital Assets of different Users may be stored in omnibus wallets. Finzy maintains internal analytical records enabling identification of each User's share of the omnibus wallet at any time.

5.3.2. Finzy reconciles internal accounting data with blockchain network data not less than once a week. Reconciliation results are retained by Finzy for the period established by applicable law.

5.3.3. Finzy applies technical and organisational measures to protect Custodial Wallets, including multi-signature schemes, access segregation, independent storage of backup keys, and monitoring of suspicious activity.

5.4. Balance Display and Reporting

Finzy provides the User, within the Service, with information on the balance of Digital Assets in the Custodial Wallet and a transaction history indicating the date, time, volume, Wallet Addresses, transaction identifier, and status of the operation. Reports are generated in electronic form in a format determined by Finzy, including PDF or CSV. Information is generated on the basis of blockchain network data and the Service's internal records; discrepancies caused by delays in confirming operations on the blockchain network do not constitute a breach of the Agreement.

5.5. Supported Digital Assets

5.5.1. The current list of Supported Digital Assets and serviced blockchain networks is published in the Service. Finzy may add support for new types of Digital Assets or discontinue support for existing ones, with notice to the User in the Service not less than 30 (thirty) calendar days before the date support is discontinued. Discontinuing support for a Digital Asset does not result in its confiscation from the User; the User is given a period of not less than 30 (thirty) calendar days from the date of notice to withdraw such Digital Asset to an External Wallet.

5.5.2. A change in the name, ticker, or other identifying features of a Digital Asset carried out by the issuer does not affect the User's ownership of the corresponding volume of the asset. Finzy does not accept deposits of funds and does not carry out banking operations, including accepting deposits, issuing loans and credit, insurance, or trust management of property.

Section 6. Deposit and Withdrawal of Digital Assets

6.1. Depositing Digital Assets

6.1.1. To receive Digital Assets, Finzy provides the User with a Wallet Address and, where required, a MEMO.

6.1.2. Digital Assets are credited after the transaction is confirmed on the relevant blockchain network, with the number of confirmations established by Finzy for that network. The number of confirmations required is published in the Service.

6.1.3. Operations sent using an incompatible blockchain network, to a Wallet Address not supported by the Service, or without specifying a required MEMO, or with an incorrect MEMO, may be irretrievably lost. Recovery of such Digital Assets may be technically impossible.

6.1.4. A User's error in the Wallet Address, blockchain network, or MEMO carries the risk of loss of the Digital Asset. Finzy is not liable for Digital Assets sent to an incorrect Wallet Address or without a required MEMO. Before carrying out an operation, the User must independently verify the correctness of the Wallet Address, blockchain network, and MEMO.

6.2. Withdrawing Digital Assets

6.2.1. To withdraw Digital Assets to an External Wallet, the User specifies the recipient's Wallet Address in the Service, a MEMO where required, the blockchain network, and the amount of the operation, and confirms the operation using authentication tools.

6.2.2. Finzy generates the transaction on the relevant blockchain network after completing compliance checks.

6.2.3. Sending a Digital Asset to a blockchain network is irreversible. Once the transaction is confirmed on the blockchain network, Finzy loses the technical ability to revoke, cancel, or return the Digital Asset.

6.3. Estimated Processing Times

The times set out in the table below are estimated and may be extended in the cases provided for by Section 14 of this Agreement.

Operation	Estimated Time
Crediting a Digital Asset after reaching the required network confirmations	up to 90 minutes
Generating a withdrawal transaction after User confirmation	up to 90 minutes
Internal Transfer between Users	instant
Additional review triggered by compliance rules	up to 5 (five) business days

Section 7. Internal Transfers

7.1. Legal Nature

7.1.1. An Internal Transfer is a non-cash operation recorded in the Service's internal ledger, carried out by simultaneously decreasing the sender's Digital Asset balance and increasing the recipient's balance. An Internal Transfer does not involve a transaction on a blockchain network and is not reflected in public ledgers.

7.1.2. Ownership of the Digital Assets subject to an Internal Transfer passes from the sender to the recipient at the moment the corresponding entries are recorded in the Service's internal ledger.

7.2. Recipient Identification

7.2.1. The recipient is identified by one of the following identifiers, specified by the sender in the Service:

- the User's unique identifier in the Service (UID);
- the email address linked to the recipient's account;
- the mobile phone number linked to the recipient's account;
- the Telegram identifier linked to the recipient's account.

7.2.2. Finzy does not verify identifier information displayed in the User interface outside the recipient's account, including the name and profile photo provided by the authentication provider or messenger. The User must independently verify the correctness of the recipient's identifier before confirming an Internal Transfer.

7.3. Purpose

7.3.1. Internal Transfers are intended for transfers between Users and do not constitute a payment service for settling payment for goods, works, or services. Finzy may suspend an operation or restrict the functionality of Internal Transfers where it identifies signs of their systematic use for settling commercial activity in circumvention of applicable law.

7.4. Irrevocability and Unclaimed Transfers

7.4.1. An Internal Transfer made to a User registered with the Service is irrevocable from the moment the corresponding entries are recorded in the internal ledger.

7.4.2. An Internal Transfer directed to the identifier of a person not registered with the Service is reserved in the Service's internal ledger, is deemed unclaimed, and is automatically returned to the sender upon expiry of 15 (fifteen) calendar days from the date it was made, provided the recipient has not accepted it. Until acceptance or return, the reserved Digital Asset continues to belong to the sender.

Section 8. Partner Services

8.1. General Provisions

8.1.1. In addition to Finzy's Services, the User has access through the Service to Partner services, provided by Partners directly to the User on the basis of their own licences and permits.

8.1.2. Finzy is not a party to Partner Transactions, does not acquire rights, and does not assume obligations under them. Finzy's role is limited to providing a technology storefront enabling the User to review Partner services and take steps toward concluding Partner Transactions.

8.1.3. Before interacting with a Partner, the User must review the terms of the Partner's offer published on the Partner Page or the Partner's official website.

8.2. Categories of Partners

8.2.1. Digital Asset trading Partners provide Users with services for buying and selling Digital Assets for fiat currency on the terms of the Partner's Quotes.

8.2.2. Liquidity provider Partners quote the exchange of one type of Digital Asset for another. The exchange is carried out directly between the User and the liquidity provider Partner on the basis of the Partner's Quote. Finzy is not a party to the exchange, does not act as a market maker, and does not guarantee that the displayed exchange rate will be maintained after the relevant offer expires.

8.2.3. Fiat Partners accept and disburse fiat funds in connection with the User's use of the Service, as described in Section 9.

8.2.4. Card-Issuing Partners issue and service payment cards, as described in Section 10.

8.3. Partner Quotes and Partner Page

8.3.1. Each Partner independently formulates the terms of its Quotes and communicates them to the User in the Service or on the Partner Page. A Partner's Quote includes the material terms of the relevant Partner Transaction and its validity period.

8.3.2. The Service's functionality allows the User to navigate to the Partner Page to accept the Partner's offer. From the moment of such navigation, the User interacts directly with the Partner; the legal relationship for concluding and performing the transaction arises between the User and the Partner. The Service's integration with the Partner Page enables the execution of the Partner Transaction with respect to the movement of Digital Assets through the Service, as well as recording of completed transactions with the ability to obtain a report.

8.3.3. Finzy is not a party to a transaction concluded between the User and a Partner and does not acquire any rights or obligations under such transaction.

8.3.4. Finzy is not liable for a Partner's amendment or withdrawal of a Quote's terms before it is accepted by the User, nor for the expiry of the offer's validity period.

8.4. Independence of Partners

8.4.1. Each Partner acts as an independent legal entity providing services in accordance with the law of its country of registration, including licensing, AML/CFT control, taxation, and consumer protection requirements, as well as its own rules of service and offer published in the Service or on the Partner Page.

8.4.2. Finzy is not a representative or agent of Partners and does not act on their behalf unless expressly agreed otherwise in writing.

8.5. Moment of Completion of a Partner Transaction

8.5.1. A Partner Transaction for the User's acquisition of Digital Assets from a Partner is deemed fully completed, and the Partner's service fully rendered, upon the simultaneous occurrence of the following conditions: (A) the User's consideration has been debited from the Custodial Wallet of the selling Partner in the Service or from its specified Wallet Address; and (B) the corresponding quantity of Digital Assets has been credited to the User's Custodial Wallet in the Service. Crediting of Digital Assets to the User's Custodial Wallet is deemed final, irrevocable, and sufficient confirmation of the Partner's performance of its obligation to transfer the Digital Assets. From that moment, the User acquires all rights to the credited Digital Assets.

8.5.2. A Partner Transaction for the User's sale of Digital Assets to a Partner is deemed fully completed for the purposes of recording the operation in the Service upon the simultaneous occurrence of the following conditions:

(A) the corresponding quantity of Digital Assets has been debited from the User's Custodial Wallet in the Service; and (B) the Digital Assets have been credited to the Partner's balance in the Service or transferred to the Wallet Address specified by the Partner. Upon the Moment of Completion, the Partner's obligation to pay the User the agreed consideration is deemed to have arisen and become due in accordance with the terms of the transaction concluded between the Partner and the User.

8.6. Evidentiary Value of Finzy's Records

Finzy records the exact Moment of Completion of a transaction in the Service's analytical accounting system. Finzy's corresponding record constitutes sufficient and prevailing evidence of the fact and time of completion of a Partner Transaction for the purpose of resolving disputes arising between the User and the Partner, unless otherwise established by agreement of the parties to such dispute or by a decision of a competent authority.

8.7. Allocation of Liability After the Moment of Completion

After the Moment of Completion determined under clauses 8.5.1 or 8.5.2, Finzy is not liable for a Partner's failure or improper performance of its counter-obligations to the User. The User shall bring claims relating to a Partner's failure to perform its obligations directly against the Partner.

8.8. Personal Data in Connection with Partner Interaction

Personal data, including documents required for verification purposes, provided by the User to a Partner after navigating to the Partner Page, is collected and processed by the Partner as an independent data controller in accordance with that Partner's privacy policy. Finzy is not a recipient of such data and is not liable for its processing by the Partner. The User's navigation to the Partner Page requires the User's prior informed consent to the transfer to the Partner of personal data provided upon registration with the Service, to the extent necessary for the provision of the Partner service. Such consent may be withdrawn by the User in the account settings; withdrawal of consent renders further use of the corresponding Partner service impossible.

Section 9. Fiat Operations

9.1. Finzy's Role

9.1.1. Finzy does not accept or disburse fiat funds. Fiat funds do not pass through Finzy's accounts and are not under its control at any time.

9.1.2. Acceptance and disbursement of fiat funds in connection with the User's use of the Service are carried out exclusively by Fiat Partners on the basis of their own licences and in accordance with the law applicable to them.

9.2. Service Functions in Relation to Fiat Operations

With respect to fiat operations, the Service provides an informational interface for initiating interaction with a Fiat Partner, transmits to the Fiat Partner the information agreed by the User necessary for the operation, and displays the status of the operation based on data received from the Fiat Partner.

9.3. Legal Relationship with the Fiat Partner

The legal relationship for accepting or disbursing fiat funds arises between the User and the Fiat Partner. The User must review and agree to the Fiat Partner's offer before carrying out the relevant operation.

9.4. Consents and Navigation to the Partner Page

Carrying out a fiat funds operation through the Service requires the User's consent to the transfer of personal data to the Fiat Partner and to navigation to the Fiat Partner's Page. The absence of such consents makes it impossible to carry out the relevant operation.

9.5. Timing and Restrictions

The timing for fiat fund operations, limits, payer requirements, and prohibitions on payments from third parties are established by the Fiat Partner and communicated to the User in the Service interface or on the Partner Page before the operation is carried out. Finzy does not control the timing of such settlements and is not liable for delays caused by the actions of the Fiat Partner or third parties.

9.6. Claims

Claims relating to the performance of fiat fund operations shall be brought by the User exclusively against the Fiat Partner in the manner established by the Fiat Partner. Finzy provides the User with reasonable assistance in submitting a claim to the Fiat Partner, without being a party to such dispute.

Section 10. Payment Cards

Finzy is not a bank and does not issue payment cards. Issuance, servicing, transaction processing, and resolution of card disputes are carried out exclusively by the Card-Issuing Partner on the basis of its own banking licence. A User applying for a payment card through the Service enters into a card issuance and servicing agreement directly with the Card-Issuing Partner.

10.1. Finzy's Role

Finzy provides a technology interface for the User's interaction with the Card-Issuing Partner and is not a credit institution, payment system, acquirer, processing centre, or other participant in card transaction settlements.

10.2. Service Functions in Relation to Cards

With respect to payment cards, Finzy provides an informational interface for submitting a card issuance application, transmits the User's instructions made in the Service to the Card-Issuing Partner, displays the balance and transaction history based on data received from the Card-Issuing Partner, and provides additional service functions, including temporary blocking and reissuance, available on the basis of integration with the Card-Issuing Partner.

10.3. Legal Relationship for the Card

The legal relationship for the issuance, use, blocking, servicing, and closure of a payment card arises between the User and the Card-Issuing Partner on the terms established by the Card-Issuing Partner. The User must review such terms before applying for card issuance.

10.4. Separation of Fiat and Digital Balances

10.4.1. The payment card services fiat operations exclusively. The User's Digital Assets are not stored on the payment card, are not transferred to accounts of the Card-Issuing Partner, and are not used as a means of payment in card transaction settlements.

10.4.2. Where a card operation funded from the User's Digital Assets is initiated, the corresponding Digital Assets are first converted into fiat funds through a liquidity provider Partner and/or a Fiat Partner at the rate in effect at the time of conversion. The conversion terms are displayed in the Service interface before the operation is confirmed.

10.4.3. Upon a refund for a card operation, the fiat funds received, where the User has given a corresponding instruction, are converted back into Digital Assets at the rate in effect at the time of the refund, and not at the time of the original operation.

10.5. Disputing Card Operations

10.5.1. The User must notify the Card-Issuing Partner of an unauthorised operation, a calculation error, or another claim relating to a card operation in the manner established by the Card-Issuing Partner.

10.5.2. The exact timing and procedure for disputing operations are established by the Card-Issuing Partner, taking into account the law applicable to it and the rules of the relevant payment system.

Stage	Estimated Timing
Notification to the Card-Issuing Partner of a claim relating to a card operation	not later than 60 (sixty) calendar days from the date of the statement reflecting the operation
Card-Issuing Partner's initial decision on the claim	up to 10 (ten) business days from receipt of a complete set of documents
Extended investigation, where necessary	up to 45 (forty-five) calendar days from receipt of a complete set of documents
Investigation of new accounts, point-of-sale operations, and cross-border operations	up to 90 (ninety) calendar days from receipt of a complete set of documents

10.6. Precedence of Documents

In the event of a conflict between the terms of this Section and the terms of the User's agreement with the Card-Issuing Partner, insofar as directly relating to the payment card, the terms of the agreement with the Card-Issuing Partner shall prevail.

Section 11. Authentication and Security

11.1. Authentication Methods

The User's access to their account is secured through Credentials, two-factor authentication, and biometric factors processed on the User's device.

11.2. Biometric Notice

11.2.1. Processing of biometric factors is carried out solely on the basis of the User's explicit consent, given through the User's device settings.

11.2.2. Biometric factors (fingerprint, facial recognition) are processed exclusively on the User's device using the device's operating system tools.

11.2.3. Biometric factors are not transmitted to Finzy and are not stored on Finzy's servers. Finzy receives from the User's device only the result of the biometric check (success or failure).

11.2.4. The User may disable use of biometric factors at any time in the device and/or Service settings. Withdrawal of consent does not affect the ability to use other authentication methods.

11.3. User Obligations

The User must:

- keep Credentials confidential, including passwords, one-time codes, and recovery seed phrases;
- use the additional account protection measures available in the Service, including two-factor authentication;
- promptly notify Finzy of any indication of unauthorised access to the account or device;
- keep the contact details linked to the account up to date.

11.4. Liability for Unauthorised Operations

11.4.1. The User bears full liability for unauthorised operations where:

- they resulted from the User's intentional actions or actions taken with the User's consent;
- they resulted from the User's gross negligence, including disclosing Credentials to third parties, using weak passwords, failing to enable two-factor authentication, or using a device showing signs of compromise;
- the User failed to notify Finzy in a timely manner — for operations carried out before such notice;
- the User disclosed Credentials to third parties as a result of phishing or social engineering attacks.

11.5. Finzy's Monitoring

Finzy technically monitors logins to the User's account and may suspend access or require identity confirmation where it detects signs of suspicious activity, including logging in from an unusual device, from an unusual jurisdiction, or multiple attempts to enter incorrect Credentials.

Section 12. User Verification

12.1. Finzy may identify and verify the identity of Users using its own or integrated tools. The scope and methods of such checks are determined by the results of the risk assessment carried out in accordance with Finzy's current AML Policy.

12.2. The User must provide accurate, complete, and up-to-date information when undergoing verification. Updating previously provided information upon a change in circumstances relevant to verification is the User's obligation.

12.3. Providing knowingly false or distorted information, or using the personal data of third parties, constitutes a material breach of this Agreement and applicable law and results in the immediate closure of the account, possible freezing of Digital Assets, and disclosure of the relevant information to competent authorities in the manner required by AML/CFT requirements.

12.4. Verification carried out by Partners in connection with their own services for buying or selling Digital Assets is carried out by the Partners themselves in accordance with their own policies. Finzy is not a participant in such process and is not responsible for its outcome.

12.5. A Corporate User provides constitutive documents, documents evidencing the authority of executive bodies, information on the ownership structure, ultimate beneficial owners, and sources of funding. The scope of information provided is determined by Finzy based on the nature of the activity and the risk assessment.

12.6. Finzy may periodically reassess User information, including where there is a material change in the nature or volume of operations, expiry of documents, or as required by applicable law, and may request updated documents. A User's refusal to provide updated information is grounds for suspending access to the account.

Section 13. Fees and Charges

13.1. Finzy's current fees for all Services, including fees for custody, Exchange, Deposit Operations, and Withdrawal Operations of Digital Assets, are displayed in the Platform interface in real time. The fees in effect at the time the User confirms the relevant operation are deemed applicable to that operation.

13.2. Finzy may unilaterally update its fees in the manner established by Section 20 of this Agreement. The current version of the fee schedule is published in the Service.

13.3. Exchange rates and other terms of Partner Transactions are Partner Quotes and are outside Finzy's control. Finzy is not liable for changes to or withdrawal of Partner Quotes.

13.4. The User is solely responsible for calculating, declaring, and paying all taxes, duties, and other mandatory payments arising in connection with use of the Service and transactions with Digital Assets, in accordance with the law of their country of residence. Finzy does not act as the User's tax agent.

13.5. In addition to Finzy's and Partners' fees, the User bears costs relating to blockchain networks, including network fees (gas), as well as other costs charged by third parties, including correspondent banks, payment systems, and tax authorities, in connection with the performance of an operation.

13.6. Fees are charged at the time the relevant operation is carried out and are non-refundable in the event of a technical inability to perform the operation for reasons outside Finzy's control, except as expressly provided for by the Agreement or applicable law.

Section 14. Compliance, AML/CFT and Screening

14.1. Wallet Address Screening

For each Deposit Operation and Withdrawal Operation, Finzy carries out automated Address Screening using blockchain analytics tools, including checks against the sanctions lists of the UN Security Council, OFAC, HM Treasury, and the European Union; against addresses linked to darknet marketplaces, mixers, and anonymisers; against addresses appearing in documented fraud or unlawful Digital Asset trafficking incidents; and against other high-risk indicators in accordance with Finzy's current risk matrix.

14.2. Transaction Monitoring

Finzy continuously monitors operations on the Platform to detect indicators of structuring, atypical volumes, operations with high-risk addresses, and other anomalous patterns.

14.3. Measures Upon Detection of Risk

Where Screening or monitoring identifies an unacceptable level of risk, Finzy may suspend performance of the relevant operation, request documents from the User confirming the origin of the Digital Asset or the consideration for the transaction, finally refuse to carry out the operation, or temporarily or permanently block the User's account.

14.4. Restriction on Disclosure of Information

Where applicable law prohibits disclosure of information about checks carried out or suspicious activity reports filed, Finzy will not notify the User of the specific grounds for a restriction or refusal.

14.5. Prohibited Operations

The User is prohibited from using the Service to carry out operations aimed at laundering proceeds of crime, financing terrorism, or the proliferation of weapons of mass destruction; to carry out operations with Digital Assets of persons or organisations included in sanctions lists; to evade compliance with the requirements of regulators, courts, or other competent authorities; or to engage in any other activity prohibited by applicable law.

Section 15. Limitation of Liability

15.1. Finzy's Liability

Finzy is liable to the User within the limits established by this Section and applicable law. Nothing in this Section limits Finzy's liability for wilful misconduct, gross negligence, or fraud, or in other cases where a limitation of liability is not permitted by the mandatory provisions of applicable law.

15.2. Cap on Liability

Where Finzy is liable, the maximum amount of such liability is limited to the documented value of the User's Digital Assets lost or rendered inaccessible as a result of Finzy's act or omission, valued at the market rate at the time of the relevant event. This cap does not apply in the cases referred to in clause 15.1.

15.3. Excluded Losses

Finzy is not liable for indirect, incidental, special, or consequential damages, including loss of profit, loss of business reputation, or loss of data, except as provided for in clause 15.1.

15.4. Cases Excluded from Liability

Finzy is not liable for losses arising from:

- the acts or omissions of Partners, payment systems, correspondent banks, blockchain network developers, Digital Asset issuers, or other third parties;
- the loss of Digital Assets caused by a User's error in a Wallet Address, MEMO, choice of blockchain network, or other operation parameters;
- loss of a stablecoin's peg to its underlying asset caused by an act or omission of the stablecoin's issuer;
- loss or compromise of a User's Credentials, including as a result of phishing and social engineering attacks;
- the suspension, discontinuation of support for, or technical changes to blockchain networks caused by forks, hard forks, protocol upgrades, and other events;
- market volatility — changes in the market value of Digital Assets, regardless of the cause of such change;
- orders of public authorities — the suspension or freezing of Digital Assets pursuant to the lawful requirements of competent authorities;
- the acts of third parties — hacking of a User's External Wallets, phishing attacks, and fraudulent acts of third parties outside the Platform;
- force majeure events listed in Section 16 of this Agreement.

15.5. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. Finzy makes no express or implied warranty of uninterrupted or error-free operation of the Service, nor of its fitness for the User's particular purposes.

15.6. Digital Assets Are Not Bank Deposits

Digital Assets held in Custodial Wallets are not bank deposits and are not covered by deposit insurance schemes or other similar government guarantee schemes in any jurisdiction.

Section 16. Force Majeure

16.1. Finzy is relieved of liability for failure or improper performance of its obligations under this Agreement caused by circumstances that Finzy could not have prevented with a reasonable degree of care, including:

- natural disasters, catastrophes, epidemics, pandemics;
- wars, armed conflicts, acts of terrorism, civil unrest;

- actions of government authorities, including the imposition of sanctions, revocation of licences, or the issuance of prohibitive acts;
- targeted cyberattacks, including DDoS attacks against Finzy's infrastructure or its technology providers;
- system failures or hard forks at the level of blockchain network protocols;
- disruptions to the global internet infrastructure or cloud service providers.

16.2. Finzy notifies Users of the occurrence of force majeure circumstances and their expected duration by publishing a corresponding notice in the application and/or on the Company's official website within a reasonable time from the occurrence of such circumstances.

Section 17. Intellectual Property

17.1. All exclusive rights to the Platform, software, algorithms, databases, interface, design, trademarks, logos, trade names, content, and technologies belong to Finzy or its licensors.

17.2. The User is granted a limited, non-exclusive, non-transferable, revocable licence to use the Platform solely for the personal, non-commercial purposes contemplated by this Agreement.

17.3. Without Finzy's prior written consent, the User is prohibited from:

- copying, reproducing, or distributing any elements of the Platform;
- decompiling, disassembling, or reverse engineering the Platform's software;
- creating derivative products based on the Platform;
- using automated tools to collect data from the Platform, including scraping tools.

Section 18. Suspension and Closure of Account

18.1. At the User's Initiative

The User may close their account at any time, having first withdrawn all Digital Assets to an External Wallet and submitted a corresponding request to the Service's support team through the communication channels published on the Company's official website. Closure of the account does not release the User from obligations that arose before such closure.

18.2. At Finzy's Initiative

Finzy may immediately and without prior notice suspend or close a User's account in the event of:

- the User's breach of this Agreement or applicable law;
- receipt of a lawful order or request from a competent government authority;
- AML monitoring identifying indicators of money laundering, terrorist financing, or sanctions violations;
- a determination that the User is located in a Prohibited Jurisdiction;
- the User providing knowingly false information upon registration or verification;
- other circumstances in which continued provision of the Services would create an unacceptable legal, reputational, or operational risk for Finzy.

18.2.1. Upon suspension of an account at Finzy's initiative, except where Digital Assets are frozen pursuant to a requirement of a competent authority, the User is given a period of not less than 30 (thirty) calendar days to withdraw Digital Assets to an External Wallet, unless a longer period is required by the nature of the breach identified. The specific period is communicated to the User by email or notification in the Service.

18.3. Return of Digital Assets Upon Termination

18.3.1. Upon termination of the Agreement, Finzy provides the User with the ability to withdraw Digital Assets from the Custodial Wallet to an External Wallet specified by the User within the period referred to in clause 18.2.1, unless such withdrawal is prevented by applicable law, orders of authorised bodies, injunctive measures, or restrictions relating to AML/CFT procedures.

Section 19. Dispute Resolution

19.1. Pre-Litigation Settlement

Any dispute, disagreement, or claim arising out of or in connection with this Agreement, its breach, termination, or invalidity, shall be settled by the Parties through good-faith negotiations. The User shall send a claim to Finzy through the official communication channels indicated on the Company's website, setting out the substance of the dispute, the amount of the claim, if applicable, and the desired method of settlement. Finzy shall provide a reasoned response within thirty calendar days of receiving the claim.

19.2. Disputes Between the User and Finzy: ICC Arbitration

If settlement is not reached in the manner set out in clause 19.1, the dispute shall be referred to international commercial arbitration under the Arbitration Rules of the International Chamber of Commerce (ICC), subject to the following conditions:

- the seat of arbitration shall be San José, Republic of Costa Rica;
- the language of the arbitration shall be English, unless the Parties agree otherwise;
- the number of arbitrators, the procedure for their appointment, and procedural matters shall be determined in accordance with the ICC Rules then in force; for disputes with a claim amount of less than USD 10,000 (ten thousand), the ICC Expedited Procedure shall apply with a sole arbitrator;
- the arbitral award shall be final and binding on the Parties and not subject to appeal, except as expressly provided by the ICC Rules.

The Parties waive the right to bring class actions and to consolidate claims into group arbitration or court proceedings, except where such waiver is not permitted by the mandatory provisions of applicable law.

19.3. Disputes Between the User and a Partner

Disputes arising from Partner Transactions and other relationships between the User and a Partner are resolved exclusively between the User and the Partner in the manner established by the Partner. Finzy is not a party, intermediary, or arbitrator in such disputes and is not liable for their outcome.

19.4. Governing Law

This Agreement is governed by and construed in accordance with the law of the Republic of Costa Rica. To the extent not governed by the law of the Republic of Costa Rica, the Parties' relationship shall be governed by the UNIDROIT Principles of International Commercial Contracts in their current version.

Section 20. Amendment of the Agreement

20.1. Finzy may unilaterally amend this Agreement. Users are notified of such changes through publication of the updated version of the Agreement in the "Legal Documents" section of the Platform, indicating the effective date, as well as by push notification and/or notification to the email address the User provided in their account.

20.2. Unless otherwise provided in the updated version, changes take effect fourteen calendar days after publication of the notice. Changes affecting the list of Services, the amount of fees, or the scope of Finzy's limitation of liability take effect not earlier than thirty calendar days after publication of the notice.

20.3. The User's continued use of the Service after the effective date of the changes constitutes acceptance of the new version of the Agreement.

20.4. If the User does not agree with the changes, they must discontinue use of the Service and withdraw their Digital Assets before the changes take effect.

Section 21. Miscellaneous

21.1. Severability

A finding that any provision of this Agreement is invalid, unlawful, or unenforceable in any jurisdiction does not render the remaining provisions invalid, unlawful, or unenforceable. An invalid provision shall be replaced with a provision that most closely reflects the economic substance and the Parties' intent at the time the Agreement was concluded.

21.2. Entire Agreement

This Agreement, together with the Finzy Privacy Policy and AML Policy, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior arrangements, representations, and agreements of the Parties, whether oral or written.

21.3. No Waiver

Finzy's failure to exercise any right or remedy provided for in this Agreement does not constitute a waiver of such right or remedy and does not limit Finzy's ability to exercise it in the future.

21.4. Assignment

The User may not assign, transfer, or otherwise dispose of their rights or obligations under this Agreement without Finzy's prior written consent. Finzy may assign its rights and transfer its obligations under this Agreement in connection with a corporate reorganisation, merger, acquisition, or sale of business, with prior notice to Users.

21.5. Language

The official language of this Agreement is Spanish. Any translations or other language versions are provided for informational purposes only and have no legal effect. In the event of discrepancies between versions, the Spanish text shall prevail.

21.6. Communications

Finzy's official notices are sent to the User at the email address provided upon registration and/or through in-app notifications. The User is responsible for keeping such email address up to date. A message sent in the manner described is deemed received by the User upon the expiry of 24 (twenty-four) hours from the time it was sent, unless confirmation of receipt was received by Finzy earlier, or within such other period as may be established by the mandatory law of the User's country of residence.

21.7. Relationship of the Parties

Nothing in this Agreement creates a relationship of agency, partnership, joint venture, employment, or any other relationship between Finzy and the User beyond that of a service provider and a service recipient.

21.8. Personal Data

Processing of Users' personal data by Finzy is carried out in accordance with the personal data protection law of the Republic of Costa Rica, including Law No. 8968 "On the Protection of Individuals with Regard to the Processing of Their Personal Data", and the Finzy Privacy Policy published in the Service.

Section 22. Company Details

Field	Value
Name	Finzy Sociedad de Responsabilidad Limitada
Legal form	Limited liability company (S.R.L.)
Jurisdiction of registration	Republic of Costa Rica
Legal entity registration number	3-102-921514
Legalisation number	4062001335301
Certificate	RNPDIGITAL-346289-2026

Official email addresses, the registered office, domain name, and other contact details of Finzy are published in the corresponding section of the Platform and on the Company's official website.

Date of publication: 30 March 2026

Glossary of Terms

Term	Meaning
Platform / Service	Finzy's software and technology system, comprising a mobile application, web interface, and supporting components, providing the User with access to Finzy's Services and Partner services.
Digital Asset	a record in a distributed ledger (blockchain) certifying the proprietary rights of its holder, including stablecoins and other Digital Assets whose value is nominally pegged to a fiat currency or other asset. Finzy is not an issuer of Digital Assets and does not guarantee that such peg will be maintained by the issuer.
Supported Digital Asset	a Digital Asset available to the User in the Service. The current list is published in the Service.
Custodial Wallet	a software and technical system providing for the storage of Digital Assets and the User's cryptographic access keys exclusively by Finzy's own means and resources.
External Wallet	an address on a blockchain network that is not controlled by Finzy.
Internal Transfer	a transfer of Digital Assets between Custodial Wallets of different Users, carried out through an entry in the Service's internal ledger without a transaction on a blockchain network.
Wallet Address	a unique address identifier on a blockchain network used to receive or send Digital Assets.
Blockchain Network	a distributed ledger, including a public blockchain, in which operations with Digital Assets are recorded.
Deposit Operation	the crediting of Digital Assets from an External Wallet to the User's Custodial Wallet.
Withdrawal Operation	the transfer of Digital Assets from the User's Custodial Wallet to a Wallet Address specified by the User.
Exchange	the conversion of one type of Digital Asset into another within the Platform.
Partner	a legal entity providing services to the User in connection with use of the Service on the basis of its own licences and permits.
Partner Transaction	a purchase-and-sale transaction in Digital Assets concluded between the User and a Partner on the basis of a Partner Quote published on the Platform.
Partner Service	a service provided by a Partner to the User in connection with use of the Service.
Liquidity Provider Partner	a Partner providing services for the Exchange of one type of Digital Asset for another on the basis of its own quotes.
Partner Quote	a Partner's offer to conclude a Partner Transaction on specific terms, published in the Service or on the Partner Page.
Moment of Completion	the moment from which a Partner Transaction is deemed fully performed, as defined in Section 8 of this Agreement.

Address Screening	an automated check of a Wallet Address for links to sanctions lists, unlawful activity, or high-risk patterns.
Partner Page	an element of the Service interface enabling the User to navigate to a Partner's information system to accept its offer.
Fiat Partner	a Partner providing services for accepting and disbursing fiat funds in connection with the User's use of the Service.
Card-Issuing Partner	a Partner that issues and services payment cards under its own licence.
User Instruction	the entrustment to Finzy of the obligation to carry out operations with Digital Assets on terms established by the User through the Platform's functionality.
Credentials	the login, password, confirmation codes, and other factors used by the User to access their account.
KYC	the procedure for identifying and verifying a User's identity.
AML/CFT	measures to counter the laundering of proceeds of crime and the financing of terrorism.
Prohibited Jurisdiction	a jurisdiction listed in clause 4.5 of this Agreement, from which access to the Service is not permitted.
Force Majeure	the force majeure circumstances listed in Section 16 of this Agreement.
ICC	the International Chamber of Commerce.
MEMO	an additional transaction identifier (memo, tag, destination tag, data) used on certain blockchain networks to route a Digital Asset to a specific recipient.