

Residual Client Terms and Conditions

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THIS IS AN IMPORTANT DOCUMENT.

PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

These Post-Cessation Terms and Conditions ("Terms") govern the limited legal relationship between **Rondo Services Sp. z o.o.** ("Rondo", "Company", "we", "our", or "us") and former users of the Konto.com platform following the cessation of the Company's crypto-asset services.

Effective **1st of July 2026 ("Effective Date")**, the Company ceased providing crypto-asset services previously offered through the Konto.com platform.

Accordingly, these Terms do **not** govern the provision of crypto-asset services.

Instead, they govern only the Company's remaining obligations arising after the cessation of those services, including the safeguarding and restitution of residual client assets, complaints handling, record retention, compliance with applicable legal and regulatory obligations, and other activities strictly necessary to complete the orderly wind-down of the Company's former crypto-asset services.

Nothing contained in these Terms shall be interpreted as:

- an offer to provide crypto-asset services;
- the continuation or renewal of any previous crypto-asset service agreement;
- the establishment of a new business relationship for the provision of crypto-asset services; or
- a representation that the Company continues to operate as a crypto-asset service provider.

By accessing your Konto.com account after the Effective Date, requesting the return of residual client assets, submitting a support request, or otherwise interacting with the Company in connection with matters governed by these Terms, you acknowledge that you have read and understood these Terms.

Where applicable law requires your express acceptance, continued access to the post-cessation functionality of the Konto.com platform shall constitute your acceptance of these Terms.

Nothing in these Terms limits or excludes any rights or obligations arising under mandatory provisions of applicable law.

1. INTRODUCTION

These Terms govern the limited post-cessation relationship between Rondo Services Sp. z o.o. and former users of the Konto.com platform following the cessation of the Company's crypto-asset services.

These Terms replace and supersede, with effect from **1st of July 2026**, the previous operational Terms and Conditions governing the provision of crypto-asset services through the Konto.com platform.

The previous Terms and Conditions shall continue to apply solely in relation to rights, obligations, transactions, fees, liabilities and events arising before the Effective Date, to the extent necessary for their interpretation, enforcement, completion, regulatory review or dispute resolution.

Following the Effective Date, these Terms exclusively govern all remaining interactions between the Company and former users relating to:

- residual client assets;
- requests for the return of client assets;
- complaints relating to former crypto-asset services;
- access to historical account information;
- compliance with applicable legal and regulatory obligations;
- communications concerning the orderly wind-down; and
- any other matters expressly covered by these Terms.

These Terms shall be interpreted consistently with:

- applicable Polish law;
- directly applicable European Union legislation;
- the Company's legal obligations relating to anti-money laundering, counter-terrorist financing, sanctions compliance, consumer protection and personal data protection; and
- the Company's approved orderly wind-down governance framework.

Where any provision of these Terms conflicts with mandatory provisions of applicable law, the mandatory legal provision shall prevail to the extent of such conflict, while the remaining provisions shall remain in full force and effect.

2. DEFINITIONS

For the purposes of these Terms, the following definitions shall apply unless the context requires otherwise.

Account - means a user account previously established on the Konto.com platform through which the Client may, following the Effective Date, access limited post-cessation functionality in accordance with these Terms.

Applicable Law - means all applicable laws, regulations, directly applicable European Union legislation, regulatory technical standards, binding regulatory guidance, supervisory decisions, sanctions regimes, and legally binding requirements applicable to the Company or the Client from time to time.

Business Day - means any day, other than a Saturday, Sunday or public holiday in Poland, on which commercial banks are generally open for business.

Client - means any natural person or legal entity that entered into a contractual relationship with the Company before the Effective Date for the provision of crypto-asset services. For the purposes of these Terms, the term "Client" includes also former customers maintaining residual client assets or exercising rights arising from the previous contractual relationship.

Company - means **Rondo Services Sp. z o.o.**, registered in Poland under applicable Polish law, operating under the commercial brand Konto.com. References to "**we**", "**our**" or "**us**" shall be interpreted accordingly.

Complaint - means any expression of dissatisfaction submitted by a Client relating to services previously provided by the Company or relating to the Company's post-cessation obligations under these Terms.

Customer Support - means the Company's designated support function responsible for handling communications relating exclusively to matters governed by these Terms.

Effective Date - means **1st of July 2026**, being the date from which the Company ceased providing crypto-asset services through the Konto.com platform.

Identity Verification - means any identification, verification, due diligence or enhanced due diligence procedure which the Company considers necessary to comply with Applicable Law before releasing residual client assets.

Konto.com Platform - means the Company's website, applications, user interfaces and supporting technology through which services were previously provided and through which limited post-cessation functionality remains available.

Personal Data - has the meaning given to that term under Regulation (EU) 2016/679 (General Data Protection Regulation).

Post-Cessation Services - means the limited activities performed by the Company following the Effective Date exclusively for the purposes described in these Terms.

Post-Cessation Services do **not** constitute crypto-asset services and include only:

- safeguarding residual client assets;
- facilitating the return of residual client assets;
- complaints handling;
- regulatory compliance;
- record retention;
- responding to lawful requests from competent authorities;
- providing historical account information; and
- other activities strictly necessary to complete the orderly wind-down.

Previous Terms - means the operational Terms and Conditions governing the provision of crypto-asset services before the Effective Date.

Read-Only Account - means an Account through which the Client may access only limited functionality determined by the Company, including viewing historical information, downloading available records and, where applicable, requesting the return of residual client assets.

Residual Client Assets - means any fiat funds or crypto-assets that: remain attributable to a Client following the Effective Date; continue to be safeguarded by the Company solely for restitution purposes; and do not constitute assets belonging to the Company. Residual Client Assets shall not be interpreted as creating any ongoing crypto-asset service relationship.

Residual Legal Relationship - means the limited legal relationship that continues after the Effective Date solely for the purposes described in these Terms and arising from the Company's obligation to safeguard and return Residual Client Assets and to comply with Applicable Law.

Restitution - means the process of returning Residual Client Assets to the Client or to another person lawfully entitled to receive those assets.

Terms - means these Post-Cessation Terms of Service, including any schedules, annexes or documents expressly incorporated by reference.

Wind-Down - means the orderly cessation of the Company's crypto-asset services and all related activities undertaken in accordance with Applicable Law and the Company's internal governance framework.

3. PURPOSE AND SCOPE

3.1 Purpose

These Terms establish the legal framework governing the limited post-cessation relationship between the Company and its former Clients following the cessation of the Company's crypto-asset services.

The purpose of these Terms is to regulate exclusively the Company's remaining obligations arising from its previous provision of crypto-asset services, including the safeguarding and restitution of Residual Client Assets, the handling of complaints, compliance with Applicable Law, record retention obligations and other activities that are strictly necessary to complete the orderly wind-down of the Company's former crypto-asset services.

These Terms also establish the obligations of former Clients in relation to the orderly completion of the wind-down process, including their obligation to cooperate with the Company, maintain accurate and up-to-date information, complete any identity verification or compliance requirements, and take reasonable steps to request and facilitate the timely return of their Residual Client Assets in accordance with these Terms and the Company's communications.

These Terms do not regulate, and shall not be interpreted as regulating, the provision of crypto-asset services.

3.2 Scope

These Terms apply solely to:

- a. Residual Client Assets remaining under the Company's safeguarding following the Effective Date;
- b. requests for the return of Residual Client Assets;

- c. access to historical account information;
- d. complaints relating to services previously provided by the Company;
- e. communications between the Company and former Clients concerning the orderly wind-down;
- f. compliance with Applicable Law, including anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, taxation, accounting, regulatory reporting and judicial or administrative requests;
- g. record retention and document availability;
- h. any other activity expressly described in these Terms.

3.3 Activities No Longer Provided

With effect from the Effective Date, the Company no longer provides crypto-asset services.

Without limitation, the Company no longer provides:

- custody and administration of crypto-assets as an ongoing commercial service;
- exchange of crypto-assets for funds;
- exchange of crypto-assets for other crypto-assets;
- transfer services for crypto-assets;
- crypto-asset purchases or sales;
- deposits of fiat funds or crypto-assets;
- onboarding of new Clients;
- establishment of new business relationships relating to crypto-asset services;
- or
- any other activity constituting a crypto-asset service under Applicable Law.

The continued safeguarding and restitution of Residual Client Assets pursuant to these Terms shall not be interpreted as constituting the provision of crypto-asset services.

3.4 Residual Legal Relationship

Following the Effective Date, the previous contractual relationship governing the provision of crypto-asset services ceased, except to the extent necessary to preserve rights and obligations that arose before the Effective Date.

A limited Residual Legal Relationship continues solely for the purposes described in these Terms.

The Residual Legal Relationship exists exclusively to enable the Company to:

- safeguard Residual Client Assets pending restitution;
- return Residual Client Assets to persons lawfully entitled to receive them;
- investigate and resolve complaints;
- comply with Applicable Law;
- comply with lawful requests issued by competent authorities;
- retain records where required by law; and
- perform any other activity that is reasonably necessary to complete the Company's orderly wind-down.

Nothing contained in these Terms shall be interpreted as creating a new crypto-asset service agreement or extending the Company's previous commercial activities.

3.5 No Offer of Services

Nothing contained on the Konto.com Platform, within these Terms, or in any communication issued by the Company shall constitute:

- an offer to provide crypto-asset services;
- an invitation to establish a new business relationship;
- financial, investment or legal advice;
- marketing of crypto-asset services; or
- a representation that the Company remains authorised or available to provide crypto-asset services.

Any remaining functionality of the Konto.com Platform exists solely to facilitate the Company's post-cessation obligations described in these Terms.

3.6 Interpretation

These Terms shall be interpreted in a manner that:

- gives effect to the Company's orderly cessation of crypto-asset services;
- protects the rights of former Clients in relation to their Residual Client Assets;
- ensures compliance with Applicable Law; and
- avoids any interpretation that would imply the continuation or recommencement of crypto-asset services following the Effective Date.

Where more than one interpretation is reasonably possible, the interpretation that is most consistent with the Company's orderly wind-down and compliance with Applicable Law shall prevail.

4. EFFECT OF THE CESSATION

4.1 Cessation of Crypto-Asset Services

With effect from the Effective Date, the Company ceased providing the crypto-asset services previously offered through the Konto.com Platform.

Accordingly, the Company no longer accepts new Clients, establishes new business relationships relating to crypto-asset services, accepts deposits of fiat funds or crypto-assets, executes crypto-asset transactions, facilitates exchanges or transfers of crypto-assets, or otherwise provides crypto-asset services.

Nothing in these Terms shall be interpreted as requiring or permitting the Company to resume the provision of crypto-asset services.

4.2 Rights and Obligations Preserved

The cessation of crypto-asset services terminated the operational relationship between the Company and the Client relating to the provision of crypto-asset services.

The cessation does not affect:

- a. the Client's ownership of any Residual Client Assets;
- b. the Company's obligation to safeguard and facilitate the restitution of Residual Client Assets in accordance with these Terms and Applicable Law;
- c. rights and obligations arising prior to the Effective Date, to the extent necessary for their performance, enforcement or resolution;
- d. obligations imposed by Applicable Law;

or

- e. any rights or obligations expressly preserved under these Terms.

4.3 Limited Platform Access

Following the Effective Date, the Konto.com Platform remains available solely to facilitate the Company's post-cessation obligations and the Client's exercise of rights under these Terms.

Depending on the status of the Client's Account, access may include viewing available account information; downloading historical records or statements; requesting the

restitution of Residual Client Assets; communicating with Customer Support; and any other functionality that the Company reasonably determines is necessary to complete the orderly wind-down.

The Company may restrict, modify or discontinue any remaining functionality where reasonably necessary to comply with Applicable Law, protect the security of the Platform, or complete the orderly wind-down.

4.4 Client Cooperation

The Client shall cooperate with the Company to facilitate the orderly completion of the wind-down process.

Such cooperation includes, where applicable:

- a. maintaining accurate and up-to-date contact information;
- b. responding within a reasonable time to requests made by the Company;
- c. completing identity verification and any other compliance procedures reasonably required under Applicable Law;
- d. providing accurate and complete withdrawal instructions;
- e. promptly notifying the Company of any circumstances affecting entitlement to Residual Client Assets;

and

f. taking reasonable steps to request the restitution of Residual Client Assets in accordance with these Terms and the Company's communications. Where the Client fails to provide the information or cooperation reasonably required by the Company, the Company may postpone the restitution of Residual Client Assets until the relevant requirements have been satisfied.

4.5 Company Communications

The Company may communicate with Clients regarding the orderly wind-down through the Konto.com Platform, email, or any other communication channel previously provided or agreed by the Client.

Such communications may include, without limitation:

- a. operational procedures;
- b. withdrawal instructions;

- c. deadlines;
- d. requests for information or documentation;
- e. security notices;
- f. changes to post-cessation processes;

and

g. any other information reasonably necessary to administer the Residual Legal Relationship. Clients are responsible for reviewing such communications and for complying with reasonable instructions issued by the Company in connection with the orderly wind-down.

Unless otherwise required by Applicable Law, such communications shall supplement the operational implementation of these Terms and shall not constitute an offer to provide crypto-asset services.

5. RESIDUAL CLIENT ASSETS AND RESTITUTION

5.1 Ownership of Residual Client Assets

Residual Client Assets remain the sole property of the Client. Nothing in these Terms shall transfer ownership of any Residual Client Assets to the Company. The Company safeguards Residual Client Assets solely for the purposes set out in these Terms and does not acquire any ownership interest in such assets.

5.2 Safeguarding of Residual Client Assets

The Company shall safeguard Residual Client Assets until they are returned to the Client or otherwise dealt with in accordance with Applicable Law. The Company shall maintain appropriate organisational, administrative and technical measures designed to protect the security and integrity of Residual Client Assets. The Company may determine the operational arrangements for safeguarding Residual Client Assets, provided such arrangements are consistent with Applicable Law and do not adversely affect the Client's ownership rights.

5.3 Request for Restitution

The Client may request the restitution of Residual Client Assets in accordance with the procedures communicated by the Company.

The Company may specify, from time to time:

- the method for submitting a restitution request;
- required forms or supporting documentation;
- accepted destination bank accounts or crypto-asset wallet addresses;
- applicable technical requirements;
- operational deadlines;
- and
- any other information reasonably necessary to process the request.

The Company may reject or suspend the processing of incomplete, inaccurate or inconsistent requests until the required information has been provided.

5.4 Verification Prior to Restitution

Before processing a request for restitution, the Company may require the Client to complete identity verification; provide additional information or documentation; satisfy anti-money laundering, counter-terrorist financing, sanctions screening or fraud prevention requirements; demonstrate entitlement to the Residual Client Assets; or comply with any other requirement reasonably necessary to satisfy Applicable Law.

The Company may postpone the restitution of Residual Client Assets until such requirements have been satisfied.

5.5 Circumstances Permitting Delay or Refusal

The Company may postpone, suspend or refuse the restitution of Residual Client Assets where reasonably necessary, including where the Client's identity cannot be satisfactorily verified; ownership or entitlement is disputed; Applicable Law requires the Company to delay, restrict or refuse the transaction; sanctions or other legal restrictions apply; the Company receives a lawful instruction from a competent authority; fraud, money laundering, terrorist financing or other criminal activity is reasonably suspected; the Client fails to provide information reasonably requested by the Company; or circumstances beyond the Company's reasonable control temporarily prevent restitution, etc. Where permitted by Applicable Law, the Company shall resume processing the request once the relevant circumstances have been resolved.

5.6 Restitution of Fiat Funds

Where Residual Client Assets consist of fiat funds, restitution shall be made only to a bank account accepted by the Company and registered in accordance with its

operational procedures. The Company may require the Client to provide documentary evidence confirming ownership or control of the destination account.

The Company shall not be responsible for delays or failures resulting from inaccurate, incomplete or outdated payment instructions provided by the Client or from the actions or omissions of banks, payment service providers or other third parties involved in the payment chain.

5.7 Restitution of Crypto-Assets

Where Residual Client Assets consist of crypto-assets, restitution shall be made only to a blockchain network and destination wallet address accepted by the Company. The Client is solely responsible for ensuring that the destination wallet address, blockchain network and any other technical details provided are accurate and compatible with the crypto-asset being transferred. The Company may reject or postpone a restitution request where the requested destination is technically incompatible, unsupported or presents an unacceptable operational, legal or compliance risk. The Company shall not be liable for any loss arising from inaccurate wallet information, incompatible blockchain networks or incorrect technical instructions provided by the Client.

The Company may require the Client to provide any information reasonably necessary to comply with applicable anti-money laundering, counter-terrorist financing, sanctions or funds transfer requirements, including information required under Regulation (EU) 2023/1113 or any successor legislation governing transfers of funds and certain crypto-assets. The Company may postpone or refuse restitution where such information is not provided or where Applicable Law otherwise requires.

5.8 Fees and Costs

Unless otherwise required by Applicable Law or expressly agreed by the Company, the Client shall bear any third-party costs directly associated with the restitution of Residual Client Assets, including blockchain network fees; intermediary or correspondent bank charges; payment service provider fees. The Company shall not be responsible for charges imposed by third parties over which it has no control.

5.9 No Duty to Preserve Market Value

The Company's obligation under these Terms is limited to safeguarding and facilitating the restitution of Residual Client Assets.

The Company does not guarantee, preserve or insure the market value of any Residual Client Assets and shall not be responsible for any fluctuation in value occurring before restitution.

Without limitation, the Company shall not be liable for any loss resulting from changes in market prices; exchange rate fluctuations; blockchain network conditions; network congestion; protocol upgrades or changes; blockchain forks; market volatility; or any other circumstance affecting the market value of crypto-assets or fiat currencies.

Nothing in this Section shall affect the Company's liability for losses resulting directly from its fraud, wilful misconduct or gross negligence, where such liability cannot be excluded under Applicable Law.

5.10 Unclaimed Residual Client Assets

Where Residual Client Assets remain unclaimed, the Company shall continue to safeguard such assets in accordance with Applicable Law until they are returned to the Client; they are transferred pursuant to a lawful instruction issued by a competent authority; ownership is determined by a court or other competent authority; or they are otherwise dealt with in accordance with Applicable Law.

A Client's failure to request restitution within any operational deadline communicated by the Company shall not, by itself, extinguish the Client's ownership rights.

5.11 Partial Restitution

The Company may, where operationally, legally or technically necessary, return Residual Client Assets in one or more separate transactions. The timing, sequence and method of restitution shall be determined by the Company, acting reasonably and in accordance with Applicable Law. Partial restitution shall not affect the Client's entitlement to receive any remaining Residual Client Assets.

6. ACCOUNT ACCESS AND PLATFORM FUNCTIONALITY

6.1 Limited Account Access

Following the Effective Date, Accounts shall remain available only to the extent necessary to enable the Company and the Client to fulfill their respective rights and obligations under these Terms.

The Company may determine the functionality available to each Account based on its operational status, the existence of Residual Client Assets, Applicable Law and the Company's orderly wind-down requirements.

6.2 Categories of Accounts

The Company may apply different levels of access and functionality to Accounts depending on their status, including, without limitation:

- a. Accounts with no remaining Residual Client Assets;
- b. Accounts holding Residual Client Assets pending restitution;
- c. Accounts subject to legal, regulatory, operational or compliance restrictions; and
- d. any other category reasonably established by the Company for the purposes of administering the orderly wind-down.

The Company may modify an Account's category where reasonably necessary to reflect changes in the Client's circumstances or to comply with Applicable Law.

6.3 Read-Only Functionality

The Company may place an Account into read-only mode at any time where reasonably necessary for the administration of the orderly wind-down. A read-only Account may permit one or more of the following functions, as determined by the Company: viewing account information; viewing Residual Client Assets; downloading available statements or historical records; submitting requests for restitution; communicating with Customer Support; and any other functionality expressly made available by the Company. A read-only Account shall not permit the use of discontinued crypto-asset services.

6.4 Discontinued Functionality

Following the Effective Date, Clients shall not be able to use the Konto.com Platform to:

- deposit fiat funds;
- deposit crypto-assets;
- purchase crypto-assets;
- sell crypto-assets;
- exchange crypto-assets;
- transfer crypto-assets through the Platform;
- access staking, where previously available;

- open new Accounts;
or
- establish new business relationships.

The Company may permanently disable any functionality no longer required to administer the Residual Legal Relationship.

6.5 Customer Support

Customer Support shall remain available for matters relating to Residual Client Assets; restitution requests; identity verification; complaints; historical account information; security matters; legal or regulatory requests; and other matters arising under these Terms.

6.6 Suspension of Access

The Company may suspend, restrict or terminate access to an Account where reasonably necessary to:

- a. comply with Applicable Law;
 - b. protect the security or integrity of the Platform;
 - c. investigate suspected fraud or other unlawful activity;
 - d. comply with a lawful request of a competent authority;
 - e. protect the rights or property of the Company or other persons;
- or
- f. address technical or operational risks.

Where reasonably practicable and not prohibited by Applicable Law, the Company shall inform the Client of such suspension or restriction.

6.7 Closure of Accounts

The Company may permanently close or archive an Account once all Residual Client Assets have been returned or otherwise dealt with in accordance with Applicable Law; all applicable legal and regulatory obligations have been fulfilled; and the Company determines that continued access is no longer necessary.

The closure or archiving of an Account shall not affect the Company's record retention obligations or any rights or obligations that survive under these Terms or Applicable Law.

7. COMPLIANCE WITH APPLICABLE LAW

Notwithstanding the cessation of the Company's crypto-asset services, the Company shall continue to comply with Applicable Law in relation to the administration of the Residual Legal Relationship. The Company may take any action reasonably necessary to comply with its legal or regulatory obligations.

The Company may require the Client to provide information, documentation or explanations reasonably necessary to:

- a. comply with Applicable Law;
- b. verify the Client's identity or entitlement to Residual Client Assets;
- c. comply with anti-money laundering, counter-terrorist financing or sanctions requirements;
- d. respond to requests from competent authorities;
- e. investigate suspected fraud or other unlawful activity;

or

- f. administer the Client's rights and obligations under these Terms.

The Client shall provide complete, accurate and up-to-date information within the reasonable timeframe specified by the Company.

The Company may collect, retain, process and disclose information relating to the Client and the Client's Residual Client Assets where required or permitted by Applicable Law.

This includes disclosures to competent authorities, financial intelligence units, courts, law enforcement authorities, payment service providers and other persons where such disclosure is required or permitted by Applicable Law.

Where Applicable Law requires the Company to suspend, restrict, refuse or delay any action relating to Residual Client Assets, the Company shall be entitled to do so without incurring liability to the extent permitted by Applicable Law.

Where legally permitted, the Company may inform the Client of the reason for such restriction.

The Company may cooperate with competent authorities in connection with investigations, supervisory activities, judicial proceedings or other matters arising under Applicable Law.

The Client acknowledges that such cooperation may require the Company to disclose information or temporarily restrict access to Residual Client Assets where legally required.

The Company's legal and regulatory obligations shall continue for as long as required under Applicable Law, notwithstanding: the cessation of crypto-asset services; the closure or archiving of an Account; the restitution of Residual Client Assets; or the termination of the Residual Legal Relationship.

The Company confirms that all anti-money laundering and counter-terrorist financing (AML/CFT) obligations will be maintained fully and unaltered.

8. REPRESENTATIONS AND RESPONSIBILITIES OF THE CLIENT

8.1 Accuracy of Information

The Client represents and warrants that all information, documentation and instructions provided to the Company in connection with these Terms are complete, accurate and not misleading.

The Client shall promptly notify the Company of any change that may affect the administration of the Client's rights or obligations under these Terms.

8.2 Authority

The Client represents that:

- a. the Client is lawfully entitled to request the restitution of the Residual Client Assets;
- b. any person acting on the Client's behalf has been duly authorised to do so;
- and
- c. the exercise of the Client's rights under these Terms does not violate Applicable Law or the rights of any third party.

8.3 Responsibility for Instructions

The Client is solely responsible for ensuring that all instructions, payment details, wallet addresses and other information provided to the Company are accurate, complete and up to date.

The Company shall be entitled to rely on the information and instructions provided by the Client unless it has reasonable grounds to believe that such information is inaccurate, fraudulent or otherwise inconsistent with Applicable Law.

8.4 Security of the Account

The Client remains responsible for maintaining the confidentiality of the credentials used to access the Account and shall promptly notify the Company of any actual or suspected unauthorised access or security incident affecting the Account.

The Company shall not be responsible for losses resulting from the Client's failure to adequately protect the security of the Account, except to the extent required by Applicable Law.

8.5 Prohibited Conduct

The Client shall not provide false, inaccurate or misleading information; impersonate another person or act without proper authority; interfere with or attempt to circumvent the Company's compliance, security or operational controls; use the Konto.com Platform for any unlawful purpose; attempt to gain unauthorised access to the Platform or its systems; or otherwise act in a manner that may expose the Company to legal, regulatory, operational or reputational risk.

8.6 Consequences of Non-Compliance

Where the Client fails to comply with these Terms or Applicable Law, the Company may take any reasonable measure necessary to protect its legitimate interests and to comply with its legal or regulatory obligations.

Such measures may include requesting additional information or documentation; restricting access to the Account; delaying or refusing the restitution of Residual Client Assets where permitted by Applicable Law; reporting the matter to a competent authority where required by law; or taking any other action reasonably necessary under the circumstances.

9. COMPLAINTS

Any Complaint relating to these Terms or the Company's post-cessation activities shall be submitted and handled in accordance with the Company's **Complaints Handling Procedure**, available on the Konto.com Platform. The Complaints Handling Procedure forms an integral part of the Company's operational framework and may be amended from time to time in accordance with Applicable Law. Nothing in this Section shall limit or exclude any rights available to the Client under Applicable Law.

10. LIABILITY

The Company shall perform its obligations under these Terms with reasonable care, skill and diligence and in accordance with Applicable Law.

To the maximum extent permitted by Applicable Law, the Company shall not be liable for any indirect, incidental, consequential, special or punitive damages, including any loss of profit, loss of opportunity, loss of business, loss of anticipated savings or reputational damage arising out of or in connection with these Terms.

The Company shall not be liable for any delay, interruption or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control, including: acts or omissions of third parties; failures of payment service providers or financial institutions; blockchain congestion or technical failures; network outages; cyber incidents not attributable to the Company; acts of governmental or regulatory authorities; changes in Applicable Law; natural disasters; or any event constituting Force Majeure.

The Company shall not be liable for losses arising from:

- a. inaccurate, incomplete or outdated information provided by the Client;
- b. incorrect payment instructions or wallet addresses;
- c. the Client's failure to comply with these Terms or Applicable Law;
- d. delays caused by the Client's failure to provide information or documentation reasonably requested by the Company;

or

- e. the acts or omissions of third parties engaged by the Client.

The Company shall not be liable for any fluctuation in the market value of Residual Client Assets, exchange rate movements, blockchain conditions or any other circumstance affecting the value of crypto-assets or fiat funds.

Nothing in these Terms shall:

- a. exclude or limit liability where such exclusion or limitation is prohibited by Applicable Law;
 - b. exclude liability for fraud, wilful misconduct or gross negligence where such liability cannot lawfully be excluded;
- or
- c. limit any statutory rights available to the Client under Applicable Law.

11. PRIVACY AND COOKIES

The Company processes personal data in accordance with Applicable Law and its **Privacy Policy**, as published on the Konto.com Platform and amended from time to time. Information regarding the Company's use of cookies and similar technologies is set out in the **Cookie Policy**, available on the Konto.com Platform. The Privacy Policy and Cookie Policy are incorporated into these Terms by reference.

12. AMENDMENTS TO THESE TERMS

The Company may amend these Terms from time to time where reasonably necessary to:

- a. comply with Applicable Law or regulatory requirements;
- b. reflect changes to the Company's post-cessation operations or operational procedures;
- c. address security, technical or operational matters;
- d. correct errors, omissions or inconsistencies;

or

- e. implement changes that do not materially reduce the Client's rights under these Terms.

The most recent version of these Terms shall be published on the Konto.com Platform and shall indicate the date on which it becomes effective.

Continued interaction with the Company in relation to the Residual Legal Relationship after the effective date of any amendment shall constitute acceptance of the amended Terms, unless Applicable Law requires a different form of acceptance.

Nothing in this Section shall limit any rights granted to the Client under Applicable Law.

13. FINAL PROVISIONS

These Terms constitute the entire agreement between the Company and the Client in relation to the Residual Legal Relationship and supersede any previous agreements, understandings or arrangements concerning the matters governed by these Terms, except to the extent that rights or obligations arising before the Effective Date continue to apply in accordance with these Terms or Applicable Law.

If any provision of these Terms is found to be invalid, illegal or unenforceable by a court or other competent authority, the remaining provisions shall remain in full force and effect.

A failure or delay by the Company in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

These Terms are published in the English language. Where translations are made available for convenience, the English version shall prevail in the event of any inconsistency, unless Applicable Law requires otherwise.

These Terms become effective on **1st of July 2026** and remain in force until amended or replaced by the Company or until the Residual Legal Relationship has been fully concluded in accordance with Applicable Law.