# **Terms of Service**

These Terms of Service, together with any other agreements or terms incorporated by reference, including our Privacy Policy available at <u>www.getunblock.com/policies/privacy-policy</u> (collectively, the "Terms") set out the terms and conditions under which the clients and users ("you", "your", "yourself" or "User") access or use of the services offered by UAB Unblock LT, ("us", "our", the "Company" or "Unblock") and accessing the website www.getunblock.com (the "Website").

Please read the Terms carefully before using any Unblock Services (as defined below) or accessing any material or information on Unblock ("Content"). Your access to the Website, the Content and any use of Unblock's Services are subject to You agreeing to abide by all conditions laid out in these Terms, along with any amendments made by Unblock at its sole discretion and posted by Unblock from time to time. Subject to your full compliance with these Terms, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use our Website and Services, in accordance with the terms hereof.

These Terms constitute a binding and enforceable legal contract between the Company and you. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity to these Terms, in which case the term "You" will refer to such entity. If the legal entity that you represent does not agree with these Terms, or you are not authorized to accept them on the entity's behalf, you may not use the Services.

## 1. Modifications to these Terms

Unblock reserves the right to make changes, add, remove or modify these Terms, the Privacy Policy, the AML Policy, or any content or part thereof at any time. It is your responsibility to review the Terms from time to time to see if modifications have been made. Your continued use of the Website and/or Services after any modification of the Terms will conclusively indicate that you accept such changes. Unblock shall have no liability or responsibility whatsoever due to any such changes, additions, removals or modifications. Notwithstanding the above, we will seek your consent to future modifications to the Terms to the extent we are required to do so by law.

# 2. Unblock's Services and certain related terms:

2.1. Unblock is a crypto service provider, that currently provides the following services (collectively, referred to as the "Services") for its users:

a) Enables its users to purchase certain supported stablecoins ("Stablecoins") using supported fiat currencies ("Fiat") via multiple supported payment methods ("Payment Methods") (each such transaction, a "Purchase Transaction", and the Service, a "Purchase Service"); and

b) Enables its users to sell Stablecoins for Fiat, to be delivered to User via multiple supported delivery methods ("Delivery Methods") (each such transaction, a "Sale Transaction", and the Service, a "Sale Service").

2.2. The Services may be accessed via the Website, or via an API (application programming interface) integrated on a third party's platform or website (the "API", "Merchant" and "Merchant

Platform", respectively). These Terms shall apply to any use of the Services, via the Website or via API.

2.3. For the avoidance of doubt:

a) Unblock only enables its Users to buy and sell Stablecoins. It does not hold or invest any assets belonging to the Users, including any Fiat or Stablecoins;

b) Unblock will receive your fiat currency payment as payee in case of a Purchase Transaction, and we will be sending fiat currency to you as payer in case of a Sale Transaction. Unblock does not provide any payment, custody or trust services.

c) Unblock is neither the creator nor the administrator of any crypto tokens, including any Stablecoins, and will not be responsible for the value of any Stablecoin or any losses that may be suffered in connection therewith or with any activity you may undertake using any Stablecoins;

2.4. As further detailed in these Terms, the access to and availability of the Services shall be subject to Unblock's internal compliance processes, including but not limited to based on your verification status and geographical location or residence.

## 3. Third Party Services

- 3.1. To facilitate the Services, Unblock utilizes third party payment service providers ("PSPs"). This means that when you use any of the Services, you agree:
  - (a) To be bound by, and at all times comply with, the applicable terms and conditions of the relevant PSP such terms will be shared with you via a link or via the API when you choose the applicable Service(the "PSP Terms"); and
  - (b) That Unblock may transfer certain information concerning you to the relevant PSP (for more information, see Privacy Policy)

Such third party PSP may include, depending on your use of the Services:

(i) Opening a Virtual IBAN account under your name; and/or

(ii) Any payment services which may be ancillary to your use of the Services

(Collectively, the "PSP Services")

- 3.2. Currently, the PSP providing such services is EPMAP Limited, a company registered in Cyprus with registration No. HE 388513, authorised as an Electronic Money Institution (EMI) by the Central Bank of Cyprus (CBC) with license No. 115.1.3.32 /2021. The applicable PSP Terms will be made available to you. We may, from time to time and in our sole discretion, appoint an alternative PSP to you; in any such case, upon or prior to your subsequent entry into any Transaction with Unblock, you will be notified of such change and required to agree to the relevant PSP Terms. You may refuse to agree to such new PSP Terms, however in such an event, we may not be able to provide the Services to you.
- 3.3. Your acceptance of, and compliance with, the PSP Terms as above shall be material to the provision of the Services, and Unblock may not be able to provide you with some (or all) of the Services if you don't accept and comply with them.

3.4. Should the relevant PSP deny the provision of any PSP Services to you, we may not be able to provide you with some (or all) of the Services.

# 4. Payment and Delivery

- 4.1. Purchase Service
  - a) To use the Purchase Service, you may be presented with one or more Payment Methods (for example bank transfer, credit cards or debit cards). Your Fiat payment to us does not constitute part of our Services, and are controlled by your payment service provider (e.g. your bank or credit/debit card issuer). We cannot guarantee the support for any particular Payment Method and may change or stop allowing any Payment Method at any time without notice to you.
  - b) A Purchase Transaction shall only be valid and binding upon settlement of your fiat payment, which would be under the control of your payment service provider. Unblock shall not be responsible for any delay, failure or refusal by your provider to complete such a payment.
  - c) Shortly after your Fiat payment is settled, Unblock will deliver the purchased Stablecoin to the designated wallet address, details of which shall be provided by you in advance (your "Wallet").
  - d) Via the Purchase Service, you will be presented with one or more supported Stablecoin options (e.g. USDC, USDt) on one or more supported blockchain networks (e.g. Ethereum, Solana). It is your responsibility to ensure the Wallet supports the chosen Stablecoin and network.
  - e) By using the Purchase Service, you represent and warrant that you are the sole beneficial owner of the Wallet, and that you hold access to the Wallet. Unblock shall not be responsible for any lost Stablecoins due to your provision of inaccurate Wallet information, any unauthorized access to the Wallet, your loss of access to the Wallet, or the provision of an incompatible wallet address, including but not limited to on a wrong blockchain network. A Purchase Transaction shall be considered completed, and Unblock shall have disposed of its obligations to you in connection with such Purchase Transaction, once the purchased Stablecoins were sent by Unblock to the Wallet. Unblock shall not be responsible for any delay, error or malfunction of the blockchain network, resulting in loss of funds.
- 4.2. Sale Service
  - a) To use the Sale Service, you may be presented with one or more Delivery Methods (for example bank transfer), and one or more supported Stablecoin options (e.g. USDC, USDt) on one or more supported blockchain networks (e.g. Ethereum, Solana). It is your responsibility to ensure the Sale Transaction matches the chosen Stablecoin and network, and that you transfer the same to the correct digital wallet address provided to you during the order process.
  - b) Your delivery of the wrong assets (including wrong stablecoin type), over the wrong blockchain network, and/or to the wrong wallet address shall result in irrevocable loss of funds. Unblock shall not be responsible for such a loss, and would not be in a position to help you retrieve such lost funds.

- c) Unless explicitly noted otherwise on the Website/API when you enter the Sale Transaction, the only supported Delivery Method is by wire transfer, to an account under your (User's) name with a bank or payment service provider (the "Receiving Account").
- d) You are solely responsible for ensuring the accuracy of the Receiving Account details that you provide to us.
- e) By using the Sale Service, you represent and warrant that you are the sole beneficial owner of the Wallet from which the Stablecoins are sold to Unblock and of such Stablecoins, and that the Receiving Account is owned by and in your name.
- f) Unblock shall not be responsible for any lost funds due to your provision of inaccurate Receiving Account information, any unauthorized access to the Receiving Account, your loss of access to the Receiving Account, or the provision of wrong or inaccurate Receiving Account information. A Sale Transaction shall be considered completed, and Unblock shall have disposed of its obligations to you in connection with such Sale Transaction, once the Fiat amount was sent by Unblock to the Receiving Account. Unblock shall not be responsible for any delay, error, malfunction, or any action by the payments network or the operator of your Receiving Account, resulting in loss of funds.
- 4.3. Orders, Finality of Transactions
  - (a) Via the API/Website you will be able to insert an order to buy or sell Stablecoins (each, an "Order"). An order shall not be binding upon Unblock until approved by it, and will be considered 'pending'. Once approved, the Order shall become binding on both Unblock and you, in accordance with its terms and these Terms.
  - (b) Unblock uses multiple sources for calculating fiat and crypto currency exchange rates. We will always be transparent about the conversion rates applicable to your Order and any fees you will pay.
  - (c) Once Unblock has initiated payment to you (of Stablecoins, if Purchase Transaction; or of Fiat, if Sale Transaction), the applicable transaction shall be deemed completed, and cannot be refunded or voided.
  - (d) Prior to executing a transaction, Unblock reserves the right to reject the Order for any reason and notify you of such rejection. To the extent that Unblock has already received any funds from you in connection with such a rejected Order, Unblock shall act to refund you for the same (provided that it is not prohibited by law of doing that). Unblock may deduct from the refund amount the processing costs of such a refund (including payment processor fees, gas fees).
  - (e) An order made via the API/Website may have a specified time limit (presented at the order stage). If your payment of Fiat or Stablecoin is received by Unblock after the lapse of such a time limit, Unblock may, in its sole discretion, (i) Reject the Order; (ii) execute the transaction in accordance with the Order terms; (iii) provide you with a new Order form reflecting new terms for your approval; or (iv) otherwise as it deems reasonable.
  - (f) If you have selected a Payment Method which gives you chargeback rights (for example in relation to your credit card, you may ask your card provider to reverse a transaction on your card), you undertake that you will only exercise this chargeback right if:(a) we have breached

this Agreement; or (b) there was an unauthorised use of your payment instrument. To the extent that Unblock had already delivered the Stablecoins under your transaction, you undertake to return the same to Unblock, or provide Unblock with reasonable assistance in its effort to retrieve them from third parties. If we need to investigate or take any actions in connection with a chargeback raised by you, we may charge you for our costs in doing so.

## 4.4. Supported Elements

The Stablecoin types, blockchain networks, Fiat currencies, Payment Methods and Delivery Methods we support, and those made available to you (collectively, the "Supported Elements") may change from time to time, and will depend on a number of factors including where you live and are located, your verification status with us, the size of the transactions, etc. We reserve the right to change any Supported Elements at any time, with or without notice to you.

Certain Supported Elements may be limited to a certain transaction size or volume (on a pertransaction and/or on a cumulative basis).

## 5. Registration and Access

- 5.1. You represent and warrant that you are at least 18 years old and competent to form a binding contract in the country in which you are a resident. When utilizing any of Unblock's Services, you represent and warrant that you (a) are at least 18 years old and competent to form a binding contract in the country in which you are a resident (b) are an individual with full legal capacity and authority to enter into these Terms, and (c) have not previously been suspended or removed from using Unblock Services (together, the "Eligibility Criteria"). If You do not meet the Eligibility Criteria, You shall not register on or avail Unblock Services.
- 5.2. In order to utilize any of Unblock's Services, you must complete the registration process, including by providing all information and documentation required upon registration or prior to utilizing the Services (collectively, the "Onboarding Information").
- 5.3. You hereby represent that all Onboarding Information you provide is accurate, complete, not misleading and current. You further undertake to promptly update that information to keep it accurate, complete, and current. You understand that a change in your Onboarding Information may impact your eligibility to access and avail Unblock services, and hereby agree to notify us immediately of any change

therein, including but not limited to your country of residence.

- 5.4. By accessing and availing the Unblock Services and / or any part thereof, you represent and warrant that you are not:
  - a) Subject to any trade or economic sanction regime governed by any government authority, including but not limited to the UN Security Council Sanctions list, the European Union Sanction list, list of "Specially Designated National" designated by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department's "Denied Persons List";

b) A resident of, or located in (and if you are a legal entity, you are not incorporated in nor do you have an office or an address in) any Restricted Jurisdiction;

"Restricted Jurisdictions" shall mean any of the following: Afghanistan, Belarus, Burma (Myanmar), Central African Republic, Dem. Rep. of Congo, Cuba, Guinea, Guinea-Bissau, Haiti, Iraq, Iran, Lebanon, Libya, Mali, North Korea, Russia, Somalia, South Sudan, Sudan, Syria The following regions of Ukraine: Crimea, Donetsk and Luhansk, United States of America, Venezuela, Yemen , or any jurisdiction subject to comprehensive sanctions or embargoes by the FATF, the UN Security Council, or the competent authorities of the United States, the European Union or the United Kingdom. We may, from time to time and in our sole discretion, add or remove any jurisdiction from the list of Restricted Jurisdictions. For the avoidance of doubt, the list of Restricted Jurisdictions does not represent the full list of jurisdictions which we may, from time to time and in our sole discretion, refuse or be unable to serve;

- c) an agent or an associate of any person or entity subject to any of the above, and you are not and will not use the Services for the benefit of any such person or entity.
- 5.5. By using the Services you represent and warrant that your use of the Services is not in breach of any laws and regulations applicable to you, and that any further use you may do of any assets brought or received from Unblock will be used exclusively for lawful purposes.
- 5.6. If you register on behalf of a legal entity or other organization, you represent and warrant that you have the authority to provide the information required and to bind the organization to the Terms.
- 5.7. You acknowledge that Unblock and/or the PSPs might be required by law to carry out all necessary security and customer due diligence checks, including but not limited to Know-Your-Customer (KYC), Anti-Money-Laundering (AML), or Counter-Terrorism-Financing (CTF) checks on you and any parties involved in your transaction (the "Checks") in order to provide any Services to you. The Checks may include the collection of information about you, your funds and your transactions, from you or from any third parties. You agree to collaborate with any Checks, comply with any request from us for further information and documentation, and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorize us to seek and obtain such information about you, your funds, your transactions and any person involved therein, at our discretion and at our own cost. The Checks may be performed prior to the provision of the Services to you or thereafter, without limitation of time, and you undertake to assist and support any such checks at any time, including following the conclusion of any Services. Without derogating from the above, we may perform additional Checks in connection with our internal compliance procedures and/or in the event of a dispute or investigation relating to this Agreement or activities under your account. You hereby represent that any information and documentation you provide is accurate, complete, not misleading and current, and you undertake to promptly update that information to keep it accurate, complete, and current. You further acknowledge that we may be required by law to maintain the information and documentation provided or collected for the purpose of the Checks, for a number of years

prescribed by law and/or our internal policies. Unblock may suspend or terminate any Transaction, or your ability to enter into any Transaction, in the event that the User fails any Checks, or if it has any reason to suspect any illicit activity in connection with the User. Unblock shall have sole discretion in connection with such suspension or termination, and it may be required by law to inform law enforcement agencies of the same, including to provide certain information about the User, in such cases.

This clause **5.7** shall apply, mutatis mutandis, to Checks performed by the PSPs, and you undertake to cooperate and provide all requested information pursuant to any PSP's Checks, either through Unblock or directly to PSP. You acknowledge and agree that subject to the laws and regulations applicable to us we may be required to (i) retain certain information and documentation about you, collected or produced in connection with such Checks for the periods prescribed by law; and (ii) share such information and documentations with third parties, including but not limited to government authorities and third party financial institutions.

#### 6. Electronic Communication

6.1. You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement such communications would satisfy if they were provided in writing. Unblock will use reasonable efforts to honour any request you may have to opt out from receiving certain e-mails. With respect to these Terms, you waive any rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent such waiver is not prohibited under applicable law.

#### 7. Disclaimers

7.1. Unblock LT UAB is a company registered in Lithuania with registration number 306159788. We are registered with the Financial Crime Investigation Service (Lithuanian: Finansinių nusikaltimų tyrimo tarnyba or "FNTT") as a provider of fiat-to-crypto, crypto-to-fiat and crypto-to-crypto exchange and crypto custody services, in accordance with the applicable laws and regulations of the Republic of Lithuania.

Unblock IS NOT a licensed financial institution in any jurisdiction, and our Services ARE NOT regulated by the Bank of Lithuania (Lithuanian: Lietuvos bankas). Accordingly, our services and the use thereof are not subject to consumer protections, insurances, coverage or dispute resolution mechanisms by any government authority which may apply to licensable financial services. By using the Services you acknowledge that you will not be entitled to such protections.

It is your sole responsibility to ensure that the use of the Services is lawful in accordance with the laws and regulations applicable to you. You represent and declare that you have full knowledge and disclosure of the current regulatory status with respect to the Unblock Services in your country.

The above notwithstanding, Unblock may, in its sole discretion and at any time, terminate, suspend or make unavailable to you, the Services or any part thereof if it believes that the

continued provision of the Services to you would be contrary to any laws, regulations or its internal policies.

- 7.2. Investing in, buying, selling, holding and using digital assets and cryptocurrencies involve very high levels of risk. The value of a digital asset (including those referred to as "stablecoins") can quickly increase or decrease at any time, and it may even fall to zero. This means there is the risk of complete loss of capital with no legal recourse. There can be no assurance that any digital asset is or will be viable, liquid, or solvent. By using any of Unblock's Services, you agree and accept the risks associated with purchasing and holding digital assets, including any risks associated with fluctuations in the relevant exchange rates over time. You agree that you will not use our Services for speculative trading. You should not use Unblock's Services unless you understand and are able to assume all associated risks, including the full loss of your funds. By using any Unblock Services, of buying, selling, holding, transferring or otherwise utilizing stablecoins and any further action you may make of the assets you purchase or receive using our Services. Any further use shall be unrelated to Unblock's responsibility or liability. You alone shall be responsible for any such further use.
- 7.3. Unblock may use automated systems in conjunction with the receipt and handling of Transactions on Unblock. The use of automated systems entails risks, including but not limited to interruption of service, systems of communications failures, delays in service, cyberattacks, and errors in the design or functionality of such automated systems that could cause damage, and expense, or liability to the User. Unblock makes no representations or warranty of any kind, express or implied, with respect to the selection, design, security, functionality, or operation of such automated systems. Unblock expressly disclaims any representation that any automated system will operate uninterrupted or be error-free.

# 8. Account Security and Password

8.1. Upon registration to use the Services, you may (depending on the channel through which you will be using the Services, e.g. via the Website or any particular Merchant Platform) be granted access to a personal account under your name with Unblock (your "Account"), through which you may be able to access the Services, perform Transaction, see your Transaction history and have access to other information and action options.

You are solely responsible for maintaining the confidentiality and security of your Account, password, credentials, access and activities that occur in or through your account and for restricting access to your computer or electronic device (including mobile devices), as the case may be, and at all times, to prevent unauthorized access to / misuse of your Unblock Account. You agree to accept responsibility for all activities that occur under your Unblock Account or due to your failure to protect the credentials/password or your device. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your account has been compromised, your password or credential has become known to anyone else, or if your Account is being, or is likely

to be, used in an unauthorized manner. Without accepting any liability, We may at our sole discretion use reasonable endeavours to reset your Unblock Account within a reasonable time.

- 8.2. Unblock disclaims all liability, and you acknowledge and agree that we will not be liable, for or in connection with any harm or damages to you or to any party resulting from the theft or unauthorized use of your user ID or password. Any Transaction, instruction or activity made by or via your Account shall be binding upon you, whether authorized by you or not. If you are a legal entity, you confirm and represent that any person with access to your Account shall at all times be the legally authorized person to act on your behalf and bind you to any action, contract or transaction entered via the Account.
- 8.3. You understand that data transmitted via Unblock may use a Secure Sockets Layer (SSL) protocol, and data may be encrypted on some pages of Unblock. To the extent such technology is utilized on a given page, you may be unable to use certain account or customization features of Unblock unless your web browser software supports such encryption. Please note that no technology can be considered completely secure or impenetrable and internet protocols and other public and/or proprietary technology used or accessed by Unblock may be vulnerable to exploitation or compromise by persons engaged in hacking or criminal conduct. Subject to applicable law, Unblock shall have no liability to you for any such exploitation or criminal conduct by third parties.
- 8.4. As part of our legal compliance program ("AML Program"), we will monitor your Unblock Account and your use of Unblock, and review your personal information on an ongoing basis, as may be required by law or pursuant to our internal policies and procedures. At any time, we may require you to provide us with additional personal information as a condition to your continued access to and use of your Unblock Account and Unblock's Services. During such time, your access to and use of your Unblock Account and availing Unblock Services may be temporarily restricted.

#### 9. Potentially Fraudulent Activity

9.1. Any actual or suspected unauthorized access or unauthorized activity will be treated by us as potentially fraudulent ("Potentially Fraudulent Activity"). You agree to notify us immediately if you become aware of or suspect any Potentially Fraudulent Activity by submitting a support ticket to support@Unblock .fund. For the avoidance of doubt, you are deemed to be aware of Potentially Fraudulent Activity upon receipt of any notice of the occurrence of such activity. Upon receipt of written notice from you of any Potentially Fraudulent Activity, we will take reasonable steps to protect your Unblock Account, including, for example, by temporarily restricting access to your Unblock Account, and suspending any pending transactions, or requiring you to change your login credentials. You agree to promptly report any Potentially Fraudulent Activity to legal authorities if required by applicable law, and to provide us with a copy of any report prepared by such legal authorities. In the event of a legal investigation of any Potentially Fraudulent Activity, you further agree to (i) cooperate fully with the legal authorities and Unblock in such investigation; (ii) complete any required affidavits promptly, accurately and thoroughly; and (iii) allow Unblock , or any third-party designated by us, access to your mobile device, computer, and network as

may be relevant to such investigation. Failure to cooperate in any such investigation may cause delays in regaining access to your Unblock Account and any funds held within.

### 10. Acceptable Use of Unblock

- 10.1. Accessing the information, resources, services, products and tools of Unblock by any other means than those provided by us via the Website or the API is strictly prohibited. You specifically agree not to access or tamper with Unblock, for any purpose, through any automated, unethical or unconventional means, including accessing or collecting personally identifiable information or account information (including user names, passwords, e-mail addresses or other personal, financial or contact information) with respect to any person, including by not limited to Unblock, its users, partners or employees.
- 10.2. You may not violate, interfere with, impair or circumvent the ordinary operation, security, privacy or mission of Unblock or Unblock Services, including overburdening, spamming, engaging in a denial of service attack or similar activities (or attempt to do any of the above).
- 10.3. You will not transmit to Unblock or make available on or upload any information on Unblock that: (i) is commercial or promotional in nature; (ii) is unlawful, harmful, deceptive, or otherwise violates the legal rights or privacy of others; (iii) is capable of giving rise to legal action whether against you or Unblock or any affiliate third party; (iv) infringes any patent, trademark, trade secret, copyright, or other property rights of any party; (v) impersonates any person or entity (including Unblock or its employees and representatives); or (iv) contains viruses, malware or any program, code or technology designed to disrupt, intercept, impair or destroy the functionality of Unblock or its software, data or network.
- 10.4. Unblock reserves the right to edit, restrict or remove any content you provide for any reason at any time. In addition, Unblock does not control any information provided by other users that may be made available on or through Unblock. Notwithstanding Unblock 's rights under the Terms, Unblock does not undertake, and shall not be obligated, to monitor the submission of any content to, or the publication of any content on, Unblock at any time. Unblock reserves the right to refuse service, terminate relationships, and cancel orders or transactions at its discretion, including but not limited to due to its belief or suspicion that any use of Unblock or its Services has breached or may breach any item of this Clause 10.
- 10.5. By submitting information, feedback or other material to Unblock , including on or through Unblock or your Unblock Account, you: (i) acknowledge that such information is non confidential, except for any personal and financial information; (ii) grant Unblock a perpetual, worldwide, royalty-free, irrevocable, transferable, sublicensable, fully paid-up right to copy, use, reproduce, modify, adapt, publish, create derivative works from, translate, transmit, display, distribute, market, promote, sell or offer for sale, rent or lease such information or materials in any form or medium known or later developed; and (iii) agree that you will have no claim against for any actual or alleged infringement of any proprietary rights, rights of privacy or publicity, moral rights or rights of attribution in connection with our use of any content you provide.

## 11. Supported Digital Assets

- 11.1. A list of digital assets that Unblock currently supports is available via the Unblock website. Unblock may discontinue support for a digital asset at any time and for any reason at our sole discretion, including due to changes in a given digital asset's characteristics or due to a change in the digital asset's regulatory classification. Not all digital assets supported by Unblock may be available to all Users, based on a variety of factors, including their residency and location information.
- 11.2. YOU WILL NOT BE ABLE TO RETRIEVE ANY UNSUPPORTED DIGITAL ASSET WHICH YOU ATTEMPT TO TRANSFER TO UNBLOCK OR ANY OTHER ASSET WHICH YOU ATTEMPT TO TRANSFER TO AN UNSUPPORTED WALLET OR USING AN UNSUPPORTED NETWORK. UNBLOCK ASSUMES NO LIABILITY, OBLIGATION, OR RESPONSIBILITY WHATSOEVER WITH RESPECT TO ANY UNSUPPORTED DIGITAL ASSET, OR ANY ASSETS TRANSFERRED TO AN UNSUPPORTED WALLET OR USING AN UNSUPPORTED NETWORK.

# 12. Fees and Costs

- 12.1. Unblock, at its discretion, shall charge a service fee for providing Unblock Services. The quantum of fees charged shall be notified to you prior to entering into any Transaction. THE FEES PRESENTED UPON ENTERING AN ORDER SHALL ACT AS A MERE INDICATION OF THE FINAL FEES CHARGED, WHICH MAY DIFFER BY THE TIME THE TRANSACTION IS EXECUTED, DUE TO FLUCTUATIONS IN CONVERSION RATES (INCLUDING STABLECOIN PRICE, FX RATES). The final fees actually applicable to a Transaction shall be communicated to you with the Transaction confirmation information, after the Transaction is executed.
- 12.2. We will charge the fees by way of deduction from your Transaction amount, such that the consideration received by you shall represent the net amount, after deducting our fees.
- 12.3. You shall be responsible for all third party transaction costs, including any payment processor fees, and gas fees over the blockchain. When you pay Unblock any amount (in Fiat or Stablecoin), the amount actually received by Unblock shall constitute the transaction amount; when Unblock pays you any amount (in Fiat or Stablecoin), the amount sent by Unblock shall constitute the transaction amount.
- 12.4. When you initiate any payment to Unblock, your payment service provider (e.g. card issuer or bank) may charge fees for your use of their payment services, and when you make any digital asset transfer, your transaction may incur gas fees or other similar costs. It is your sole responsibility to check and to pay all such costs.
- 12.5. Fees charged by Unblock are final and not refundable.
- 12.6. Unblock reserves the right to change its fees from time to time, without notice, and to charge varying fees to different Transactions or Services, between different Users and across different Merchant Platforms. Our fees generally include third party provider's fees, which may differ between Users, Transactions, regions, currencies, etc, and may include a premium or a discount applicable to Transactions executed over certain Merchant Platforms.

- 12.7. Unblock reserves the right to provide discounts on its Services from time to time at its own discretion. Such discounts may or may not be published, and may or may not be applicable to all Users or across all Merchant Platforms.
- 12.8. Unblock may set a minimal nominal fee for a transaction, or minimal Transaction size, at its sole discretion. Transactions not reaching the minimal Transaction size should not be available at the Order phase, but if for some reason they are, we reserve the right to reject them.

## 13. Unblock 's Intellectual Property

- 13.1. All rights, title, and interest in and to Unblock, its Services, its technology, its Website, API and the Content (defined below) and all intellectual property contained therein or relating thereto, including any copyright, patent or trademark, are and will remain the exclusive property of Unblock or its licensors, as applicable. The "Content" includes all contents of Unblock , including any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, and all of Unblock 's loan information (including rate information) and requirements, products, services, advertising materials or collateral, log-in or registration criteria and instructions, help guidelines, user documentation and customer and technical support documents, and Unblock 's likeness, look and feel, format, layout, software, code (whether binary, assembly, source, object, HTML or otherwise), routines, scripts, software, platforms and applications, as well as any data, files, archives, folders or downloads available on Unblock .
- 13.2. Subject to the terms and conditions of the Terms, we grant you a limited, non-transferable, nonsublicensable, non-exclusive, revocable license to use (as applicable) Unblock, its Website, API, Services and the Content for personal use until such time as the Terms terminate or expire or your right to use or access Unblock is terminated in accordance with the Terms.
- 13.3. Except as explicitly permitted by these Terms, you may not, and you may not allow others to, sell, copy, modify, correct, enhance, create derivative works from, publish, store or in any way distribute or otherwise exploit, including for any purpose competitive to Unblock, any Content. You may not, and you may not allow others to (i) decompile, reverse engineer, convert or otherwise extract or disclose the underlying script, code (whether binary, assembly, source, object, HTML or otherwise) or structure of any Content, or (ii) remove or alter authorship attribution or copyright notices or similar information on Unblock or any products or materials embodying or containing any Content.
- 13.4. Any violation of the provisions of the Terms regarding Unblock 's Intellectual Property may subject you to compensatory and punitive damages, and shall specifically also entitle Unblock to equitable relief (including an injunction), in addition to (and not in substitution or replacement for) any other available remedies at law or in equity, without the need for the posting of a bond or any other requirement.

## 14. No Solicitation or Offering; No Advice

- 14.1. Except as otherwise expressly noted, nothing in the Website, the Content, the Services and/or the API shall constitute an offer to buy or sell or a solicitation of an offer to buy or sell any assets investments, loans, securities, partnership interests, commodities or any other financial instruments; the Content also does not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.
- 14.2. The past performance of any asset, investment, loan, security, partnership interest, commodity or financial instrument is not an indication of any future performance. WITHOUT LIMITING ANYTHING IN THE TERMS, UNBLOCK MAKES NO WARRANTIES AND BEARS NO LIABILITY WITH RESPECT TO ANY ASSETS, FUNDS, ANY INVESTMENTS, SECURITIES, PARTNERSHIP INTERESTS, LOANS OR THE PERFORMANCE THEREOF.
- 14.3. Certain Content on Unblock may constitute forward-looking statements that involve known and unknown risks, uncertainties and other factors that may cause actual returns of funds, investments, securities or loans to be materially different from any future returns or values expressed or implied by such forward-looking statements. Forward-looking statements typically include words such as may, will, expect, believe, plan, expect, anticipate, intend and other similar terminology. These statements reflect current expectations regarding future events and speak only as of the date of being posted on Unblock. Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or returns, and will not necessarily be accurate indications of whether or not such returns will be achieved. Forward-looking statements should not be interpreted as advice and are in no way a form of solicitation, offering, or advice on behalf of Unblock or the creator or publisher of such Content.
- 14.4. While Unblock may make certain informational Content available to its users, Unblock does not under any circumstance provide legal, tax, investment, financial, estate planning, accounting, or any other advice or recommendation.

#### 15. Third-Party Websites and Content

15.1. Unblock may contain links or connections to third-party websites, platforms or applications, or access to Unblock (via the API or otherwise) may be gained via third party websites, platforms or applications (collectively, "Third Party Platforms". Any such link or connection is provided only as a convenience and should be used at your own risk. Unblock has no control over any such Third Party Platform, the contents thereof, or the products, services or policies provided thereby. The existence of any link or other connection to a Third Party Platform does not imply any affiliation, sponsorship, endorsement, approval, investigation, representation, warranty, verification or monitoring by Unblock or create any liability on the part of Unblock in respect of such Third Party Platform. Your use of any such Third Party Platforms is governed by applicable terms and conditions and policies of those sites, which we encourage you to review before using such Third Party Platforms.

15.2. Unblock will have no responsibility for any liabilities arising from or related to the contents of any Third Party Platform, your use of any such platform, the services and products offered by it, its treatment of users' personal or financial data or any other matter related to any Third Party Platform, and Unblock will not be a party to any dispute between User and any Third Party Platform.

## 16. Termination; Survival of Provisions

- 16.1. If you are not in full compliance with all of these Terms, the permissions granted to you under these Terms will automatically terminate, and in such circumstances, you may no longer use or access or be entitled to use or access, Unblock or your Unblock Account.
- 16.2. Unblock may terminate your right to use Unblock, or block you from future use, at any time in its sole discretion, with or without cause, and without notice to you. Some circumstances in which Unblock may exercise this right to terminate your right to use Unblock include, but are not limited to: (i) you have breached any provision of these Terms; (ii) you have engaged in conduct which Unblock, in its sole discretion, considers being unacceptable; (iii) Unblock is required by law to do so; or (iv) Unblock no longer provides the Unblock Services, or any part thereof, in your jurisdiction. The above are only examples of circumstances in which Unblock may terminate your right to use Unblock, Unblock may also choose to terminate your right to avail Unblock Services for any other reason at its sole discretion. We will not be liable to you due to or by reason of our termination of your right to use Unblock or the automatic termination of your right to use Unblock for any reason.
- 16.3. Any ongoing obligations on you, and the provisions relating to (i) Unblock 's Intellectual Property; (ii) No Solicitation or Offering; (iii) Unblock 's Remedies; (iv) Indemnification; (v) Limitation of Liability; (vi) General, and (vii) any other provisions designed to survive, will survive any termination or expiration of the Terms for any reason.

# 17. Taxes

17.1. You are responsible for any taxes which may be applicable to any Transactions, any use of the Services, and any use you may make of the assets purchased or gained through the Services. It is your sole responsibility to collect, report and pay the correct tax to the appropriate tax authorities. To the extent that Unblock is required by any tax authority to collect, report or pay any taxes on your behalf (including by deduction at the source or any other legal construction), you undertake to reimburse Unblock in full any amounts actually paid by Unblock in connection therewith, including Unblock's proven costs and expenses in connection with any activities it shall be required to perform as a result of such a requirement and including reasonable attorney's fees Unblock may expend in connection with its communications and/or dispute with any tax authorities in relation to the same. Such reimbursement shall be paid by you within 7 days of Unblock notifying you of the same via the last available email address provided by you to Unblock.

#### 18. Unblock 's Remedies

- 18.1. Without prejudice to Unblock 's other rights under these Terms, if you breach the Terms in any way, Unblock may take such action as Unblock deems appropriate to deal with the breach, including suspending your access to Unblock, prohibiting you from accessing the Services, blocking computers using your IP address from accessing Unblock, contacting, to the extent permitted under applicable law, your internet service or other telecommunications provider to request that it block your access to Unblock and bringing court proceedings or taking other legal action against you.
- 18.2. If you violate these Terms, Unblock will be entitled, at any time, to bring an action or proceeding for specific performance, injunctive relief or other equitable relief in addition to (and not to the exclusion of or in substitution for) any other remedies at law or in equity. Notwithstanding the exclusive jurisdiction set out below, Unblock may bring such an action or proceeding in any appropriate jurisdiction and before any competent court.

# 19. Indemnification

19.1. You agree to indemnify and hold Unblock and its affiliates, suppliers, licensors, contractors, agents, officers, and employees (collectively, the "Unblock Parties") from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees and expenses and any amount paid in settlement to a third party, made by or resulting from any third party (including any government agency or body) due to, in connection with or arising out of (i) your use of Unblock , the Content, or your Unblock Account, (ii) any breach or alleged or claimed breach of the Terms or the materials it incorporates by reference, including the Privacy Policy, (iii) your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or (iv) any act or omission by your agent, representative or third-party service provider while using your Unblock Account, regardless of whether the specific use was expressly authorized by you. Any such indemnification shall include full reimbursement for Unblock's proven costs and expenses in connection with any activities it shall be required to perform as a result of such a claim, and including reasonable attorney's fees. Such indemnification shall be paid by you within 7 days of Unblock notifying you of the same via the last available email address provided by you to Unblock.

# 20. Limitation of Liability, No Guarantee

- 20.1. Unblock and any other Unblock Parties will not be liable to you under any theory of liability whether based on contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Unblock has been advised of the possibility of such damages.
- 20.2. The total liability of all Unblock Parties (collectively) to you or any third parties on your behalf for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to Unblock.

- 20.3. The above notwithstanding, the limitation of Unblock Parties' liability shall not apply to:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation by us; or
  - (c) any other matter for which it would be illegal for us to exclude or limit such liability.
- 20.4. THE WEBSITE, API PLATFORM AND SERVICES ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, UTILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY US AND OUR SUPPLIERS AND LICENSORS. WE WILL NOT BE LIABLE FOR ANY USE, OUTCOMES OF USE, OR RELIANCE ON, THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY ENGAGEMENTS OR SITUATIONS WHICH YOU MAY ENTER INTO WHILST RELYING ON DETAILS AND INFORMATION INCLUDED IN THE SERVICE.
- 20.5. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, AVAILABILITY, ACCURACY, SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, OF THE SERVICES; (B) THAT YOUR USE OF THE API PLATFORM, WEBSITE OR SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR (C) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. WE WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF YOUR USE OF THE API PLATFORM, WEBSITE OR SERVICE, WHICH IS ENTIRELY AT YOUR OWN RISK. YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIMS RELATED TO YOUR USE OF THE API PLATFORM, WEBSITE OR SERVICE AND ANY OUTCOMES THEREOF.
- 20.6. WE DO NOT GUARANTEE THAT THE WEBSITE, API PLATFORM AND SERVICE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE WEBSITE, API AND SERVICE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, SERVICE, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE AND/OR SERVICE BY A THIRD PARTY.

# 21. Fair Practices

21.1. You agree not to: (i) make any representations, warranties or guarantees on Unblock 's behalf;(ii) make any false or misleading statements with regard to Unblock or Unblock Services; or (iii)

participate or engage in any illegal, deceptive, misleading, fraudulent, unethical or improper practices on, through, by means of or with respect to Unblock or Unblock Services.

## 22. Assignment

22.1. You acknowledge and agree that you may not assign, delegate, sub-contract or otherwise transfer your rights or obligations under the Terms. Unblock may transfer, assign, delegate, sub-contract or otherwise transfer its rights and obligations, or any part thereof, under the Terms without notifying you or obtaining your consent.

## 23. Choice of Law; Forum for Disputes

- 23.1. The Terms and all disputes, claims or controversies (whether in tort, contract or otherwise) arising out of or relating in any way to these Terms, or Unblock Services or the Content, the negotiation, interpretation, validity or performance of the Terms, the rights and obligations of you and us hereunder or any transaction contemplated by Unblock shall be governed by and construed in accordance with the laws of Lithuania without regard to the rules or principles of conflict of laws of such State or any other jurisdiction that would permit or require the application of the laws of any other jurisdiction. We and you each hereby irrevocably and unconditionally consent to submit to the sole and exclusive jurisdiction of the courts of Lithuania for any litigation, lawsuit or proceeding between you and us arising out of or relating in any way to the Terms (including any non-contractual claims), Unblock or the Content, the negotiation, interpretation, validity or performance of the Terms, the rights and obligations of you and us hereunder or any transaction contemplated by Unblock or the Content, the negotiation, interpretation, validity or performance of the Terms, the rights and obligations of you and us hereunder or any transaction contemplated by Unblock .
- 23.2. You and we each waive any objection to the laying of venue of any such litigation in Lithuania and agree not to plead or claim in any Court that such litigation brought therein has been brought in an inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Lithuania Courts. You and we each hereby irrevocably waive any and all rights which you or we, respectively, may have, or may have had, to bring such litigation in or before any other court or tribunal (whether domestic or foreign), or before any similar domestic or foreign authority or body, and agree not to claim or plead any such rights.
- 23.3. The above shall not prejudice any rights granted to you by any national consumer protection laws applicable to you, including their applicable choice of law and appropriate forum provisions.

# 24. WAIVER OF JURY TRIAL

24.1. WE AND YOU EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT WE OR YOU, RESPECTIVELY, MAY HAVE TO A JURY TRIAL IN RESPECT OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND ANY COUNTERCLAIM THEREIN. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND MAKES THIS WAIVER VOLUNTARILY.

#### 25. Class Action Waiver

25.1. YOU AND WE AGREE THAT THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD, OR ARBITRATED AS A CLASS ACTION (INCLUDING WITHOUT LIMITATION OPT-OUT CLASS ACTIONS OR OPT-IN COLLECTIVE CLASS ACTIONS), OR IN A REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL CAPACITY ON BEHALF OF A CLASS OF PERSONS OR THE GENERAL PUBLIC. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY.

## 26. Questions or Comments; Our Contact Information

26.1. If there are any questions regarding our Terms of Service, you may contact us using the following information: Submit a support ticket to support@getunblock.com

#### Terms Last Modified: 14 January 2025