GENERAL TERMS AND CONDITIONS AND SPECIFIC TERMS AND CONDITIONS

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I. PREAMBLE

These General Terms and Conditions and Special Terms and Conditions govern the contractual relationship between Blue Shadow Webdev SAS, trading as Coinstancy, a company incorporated in French Polynesia, registered with the Papeete Trade and Companies Register under number 26301B and listed in the Territorial Business Directory under number TAHITI G51577, hereinafter “Coinstancy ,” and any natural or legal person who subscribes to a Coinstancy Service or becomes a Customer under the Coinstancy Link program after accepting these Terms, hereinafter the “Customer.” Coinstancy remains the contracting entity for the Coinstancy Pro and Coinstancy Link Services.

For the Coinstancy Pro offering, the Customer must be a legal entity or a professional business owner acting for the purposes of their business, excluding any consumer. For the Coinstancy Link offering, the Partner enters into a contract with Coinstancy regarding the embedded infrastructure. Prior to any deposit, each End User accepts all applicable Coinstancy General Terms and Conditions and Special Terms and Conditions, as well as the Partner’s terms and conditions, passes the required checks, and becomes a direct Client of Coinstancy for the assets they own.

The Partner remains the commercial and technical interface for the End User, without becoming the owner of the End User’s assets. Link assets are held in an aggregated account per Partner and are recorded in Coinstancy’s ledgers in an individualized sub-ledger for each End User. Economic ownership of the assets, the balance, transactions, withdrawal rights, and claims are attributed to the relevant End User.

As of the date of this update to these Terms, Coinstancy has not yet obtained authorization as a crypto-asset service provider under the MiCA Regulation. Coinstancy is preparing its organizational structure, contractual documentation, and internal procedures in anticipation of applying for authorization or any other permit required by applicable regulations.

The services actually offered by Coinstancy are limited to those available on the Platform, as described in these Terms and in the applicable contractual documentation. These services may include, depending on their actual availability and the applicable regulatory framework, the custody and administration of crypto-assets on behalf of clients, the transfer of crypto-assets on behalf of clients, the receipt and transmission of orders for crypto-assets on behalf of clients, and, where applicable, the execution of orders on behalf of clients.

The inclusion of a service in these Terms does not necessarily mean that such service is immediately available, nor that Coinstancy has already obtained all regulatory authorizations that may be required. Coinstancy reserves the right to modify, suspend, limit, or discontinue any service if the necessary approval, authorization, or regulatory framework is not obtained, is denied, becomes inapplicable, or requires a modification to the service in question.

The Services actually provided and the functions performed are described in the Agreement and the applicable Product Documentation. Their regulatory classification depends on their actual operation, including the nature of the instructions and mandates, the scope for allocation or reallocation, the compensation mechanism, the assets used, and the relevant jurisdiction. A general instruction, a mandate, or the commercial title of an offer does not exempt Coinstancy from obtaining the required authorizations. A Service may be provided in a territory only if the legal and regulatory conditions necessary for its provision are met there.

Coinstancy has developed software (hereinafter referred to as “the Platform”) comprising user interfaces accessible via the Internet. Coinstancy offers its Clients the use of this Platform, along with the provision of various services related to crypto-assets (or Digital Assets). These services are governed by these General Terms and Conditions (and the Special Terms and Conditions (hereinafter referred to as the “STCs”)).

Coinstancy provides its services upon instruction and, where applicable, upon express mandate from its Clients, within the limits of the subscribed services, these General Terms and Conditions, the applicable Special Terms and Conditions, and applicable regulations.

The current pricing terms are listed on the Fee Policy page of the website’s documentation.

The territorial restrictions and rules regarding marketing and establishing business relationships described herein apply to all Services, including Classic Savings, Crypto Baskets, Coinstancy Pro, and Coinstancy Link. Each service path, including one integrated into a Partner’s interface, remains subject to an assessment of its legality and the authorizations actually required.

II. ACCEPTANCE AND MODIFICATION OF THE T&Cs AND POLICIES

1. ACCEPTANCE

All Customers and Authorized Representatives are deemed to have expressly accepted these General and Special Terms and Conditions by checking the box confirming their acceptance.

The General and Special Terms and Conditions in effect are sent to the Customer on a durable medium via email and are available for review on the Website.

Acceptance of these Terms applies solely to the services actually available on the Coinstancy platform and expressly covered by these Terms. Any new service will, where applicable, be subject to prior notification to the Customer, specific contractual documentation, and an update to these Terms when required.

2. ACCEPTANCE OF CHANGES

Any amendment to these General Terms and Conditions and Special Terms and Conditions shall be communicated to the Customer by any appropriate means, including via the Website, the customer portal, or by email, no later than fifteen (15) days before the proposed effective date, except when the amendment is required by a legal, regulatory, technical, or security change, or by a competent authority, and must take effect within a shorter timeframe.

A Customer who objects to an amendment may request the closure of their account and the return or transfer of their crypto-assets, subject to pending transactions, compliance obligations, asset freeze measures, technical constraints, and applicable fees.

Continued use of the Services after the changes take effect constitutes acceptance of the amended Terms.

In the event of refusal, the Customer must submit a request to close their account to Coinstancy's support team by emailingsupport@coinstancy.com in accordance with the terms set forth herein, or log in to their customer portal and request the closure of their account directly from there.

3. DISCLAIMERS

Services involving crypto-assets may be subject to a specific regulatory framework, in particular the European MiCA regulation where applicable. As of the date of this update to these Terms, Coinstancy is preparing its organizational structure and documentation in anticipation of this framework, though it does not yet hold a PSCA license.

The Customer acknowledges that crypto-assets, stablecoins, DeFi protocols, blockchain networks, bridges, smart contracts, and third-party providers present specific risks. These risks may differ from those applicable to bank deposits, traditional financial instruments, or services provided by regulated banking or financial institutions.

Crypto-assets are not covered by the deposit insurance mechanism applicable to bank deposits. The Customer is advised that the value of crypto-assets may fluctuate significantly and that certain technical, economic, regulatory, or operational events may result in a partial or total loss of capital.

Under current French regulations, Coinstancy draws Clients' attention to the following risks related to the purchase and sale of crypto-assets:

(a) A crypto-asset is not a "currency" as defined in Article L. 111-1 of the Monetary and Financial Code, nor is a crypto-asset a "currency" that is legal tender in French Polynesia. The CFP franc (XPF) is the legal tender in French Polynesia.;

(b) The legal classification of a crypto-asset depends on its characteristics and the applicable law. Certain crypto-assets may fall under the regulatory framework for electronic money tokens and be deemed to constitute electronic money when provided for by applicable regulations. This classification does not make it legal tender or a bank deposit covered by a deposit insurance guarantee;

(c) Coinstancy cannot guarantee the legal classification or market price of crypto-assets;

The Customer understands and agrees that the Services involve assets carrying a high level of risk that are not suitable for many inexperienced Customers. Due to the nascent nature of the crypto-asset industry, the aforementioned regulatory landscape, and the high volatility of the market, Coinstancy cannot explain all risks or how these risks apply to your specific circumstances. It is important to fully understand the risks associated with crypto-assets and blockchain technology before deciding to acquire crypto-assets.

The Client acknowledges that they fully understand the risks before purchasing crypto-assets or subscribing to the Services offered by Coinstancy. In this regard, the Customer must have sufficient financial resources and knowledge to bear these risks and to closely monitor their crypto-asset holdings. In particular, the Customer is informed and acknowledges that the purchase of crypto-assets, of any kind, carries a risk of capital loss.

Purchasing crypto-assets on the market, of any kind (including a “stablecoin”), carries the risk of total or partial loss of capital. The Customer is advised not to purchase crypto-assets with money they cannot afford to lose. The Customer is solely responsible for deciding whether or not to purchase and for managing crypto-assets.

The Customer acknowledges and accepts that crypto-assets carry a risk of partial or total loss of capital. Coinstancy shall not be held liable for losses resulting from market risks, the volatility of crypto-assets, the decoupling of a stablecoin, or an incident affecting a third-party protocol, a blockchain network, a bridge, an oracle, a smart contract, or external infrastructure, except where such loss results directly from a breach by Coinstancy of its legal, regulatory, or contractual obligations.

Targeted Hedging of Certain Sensitive Protocols and Absence of a General Guarantee

This Coverage Policy applies to all Coinstancy strategies. Coinstancy may, in its sole discretion and as part of its internal risk management policy, classify certain DeFi protocols as Sensitive Protocols based on the criteria described in these Terms. This classification is internal, subject to change, and does not imply that other protocols are risk-free, nor that Sensitive Protocols will automatically be covered.

When, for a specific Sensitive Protocol, compatible coverage is available from Nexus Mutual or another Coverage Provider accessible through OpenCover, Coinstancy may acquire and maintain Coverage for all or part of Clients' exposure to that protocol, subject to its availability, capacity, cost, and terms deemed appropriate by Coinstancy. This option does not create any automatic obligation to purchase or maintain Coverage. OpenCover facilitates access to Coverage but does not provide it itself.

The coverage rate is variable and may range from 0% to 100% for the exposure actually covered. It may vary depending on the protocol, strategy, amount exposed, time period, available capacity, and the terms of the Coverage Provider. No minimum coverage, full coverage, or 100% coverage of all funds, assets, strategies, or protocols is promised. Only the exposure that is actually eligible, during the covered period and within the applicable amount limits, may be taken into account.

When Coverage is in place, Coinstancy's online documentation specifies, to the extent applicable to the Client, the relevant protocol, the period, the amount or percentage covered, the covered events, the main exclusions, deductibles, sub-limits, and the Coverage Provider. Coinstancy may modify, reduce, suspend, or choose not to renew Coverage when available capacity, cost, protocol eligibility, or its risk assessment changes. It retains the right to deallocate or maintain the relevant exposure in accordance with its risk policy. Any material change affecting an existing exposure will be communicated to the Client within a reasonable timeframe, unless immediate action is required for security, compliance, regulatory, or operational emergency reasons.

The Coverage is a discretionary and conditional protection against certain expressly specified events. It does not constitute a deposit guarantee, comprehensive insurance, a capital or return guarantee, or general protection against volatility, the decoupling of a stablecoin, illiquidity, the insolvency of a third party, the Client's negligence or fraud, the compromise of the Client's access credentials, or any excluded event. Any loss affecting an uncovered protocol, an uncovered period, an amount exceeding a limit, or an excluded sub-protocol remains the responsibility of the Client, unless otherwise required by law or due to a breach attributable to Coinstancy.

Coverage is purchased in Coinstancy's name or linked to an address used for the Service. It does not confer any direct rights on the Client against OpenCover or the Coverage Provider. Coinstancy reports an event when it believes in good faith that the conditions for a claim have been met and cooperates reasonably in the investigation of the claim. It is not required to systematically file an appeal or legal action in the event of a denial. The acceptance of a claim, the amount awarded, and the payment timeline are determined by the Coverage Provider in accordance with its own terms and conditions.

Coinstancy bears the full cost of the Coverage and is not required to advance any compensation or to make up the difference between the loss incurred and the amount ultimately received. Any sum actually received in connection with a claim is allocated, after deducting the sums already recovered, to the eligible net losses of the affected Clients

concerned, up to the limit of their respective losses and on a pro rata basis when multiple Clients are affected by the same event.

The Client acknowledges that crypto-assets and yield strategies carry a risk of partial or total loss of principal, including when a Hedge is associated with a Sensitive Protocol.

4. INFORMATION, MARKETING COMMUNICATIONS, AND RETURNS

Coinstancy ensures that the information provided to Clients—including on its website, in its app, via email, on its social media platforms, or in any marketing material—is presented in a clear, accurate, and non-misleading manner.

Information regarding performance, returns, fees, risks, offered crypto-assets, partners, protocols used, any Hedges, or characteristics of the Services must be read in conjunction with the Agreement, the Product Documentation, the fee policy, and the information displayed in the applicable interface.

When a rate, performance figure, estimate, or projection is displayed, Coinstancy specifies its nature—including whether it is fixed, variable, promotional, indicative, or a target—its applicable period, its basis of calculation, the capitalization terms, the included fees, the lock-up conditions, and the risks that may affect the actual result. No displayed rate constitutes a guarantee of principal or return in the absence of an express and legally valid contractual commitment.

Any presentation of a Service as “hedged,” “protected,” or using an equivalent term must specify or make immediately accessible the relevant protocol, the hedging rate or amount, the period, the main limitations and exclusions, as well as the absence of general or automatic 100% hedging. Marketing materials may not present coverage that has expired, is unavailable, or has not been acquired as being in effect.

Past performance is not indicative of future results. Crypto-assets carry a risk of partial or total loss of principal, even when they are presented as stable, asset-backed, or part of a yield strategy.

No communication from Coinstancy should be interpreted as personalized investment advice, an individualized recommendation, a general guarantee of return, or a general guarantee of principal, unless expressly stated otherwise in specific contractual documentation that complies with applicable regulations.

The presentation of a return as deriving from a crypto-asset strategy does not, in and of itself, determine its legal classification and does not preclude a prohibition on remuneration applicable to the asset or the Service in question. Coinstancy offers a return mechanism in a jurisdiction only if its structure and

delivery are lawful there. When an adjustment or termination is required, it is carried out in accordance with the terms of the relevant offer, in compliance with the Client's mandatory rights and, for a locked-in Pro period, with Article 39.

III. GENERAL TERMS AND CONDITIONS AND COINSTANCY SOFTWARE LICENSE AGREEMENT

1. DEFINITIONS

Crypto address: The address represents a user's public identity on the blockchain. It enables communication between different wallets.

Airdrop: the free distribution of crypto-assets by their issuers. Often, eligibility for this distribution is subject to criteria defined at the issuers' discretion (e.g., trading volume, minimum deposit, use of a specific service on the platform, subscription to a social media account, newsletter, etc.).

APR: The APR ("Annual Percentage Rate") is an annualized gross performance indicator calculated before any reinvestment of income generated by a strategy, in accordance with the terms specified in the applicable product documentation. The APR does not represent interest earned simply by holding a stablecoin or a crypto-asset.

APY: The APY ("Annual Percentage Yield") is an annualized performance metric that takes into account the potential reinvestment of income generated by a strategy, in accordance with the terms specified in the applicable product documentation. The APY does not constitute interest earned simply by holding a stablecoin or crypto-asset.

Blockchain: is a distributed ledger technology comparable to a public, anonymous, and tamper-proof general ledger. This technology for storing and transmitting information is secure, transparent, and operates without a central authority; it is designed so that each block of transactions contains the hash generated from the preceding block, and is used by crypto-assets. By extension, a blockchain refers to a secure, distributed database—so called because it is shared among its various users—containing a set of transactions, the validity of which anyone can verify.

Order Form: the contractual document, whether in paper or electronic form, that identifies the subscribed Service, the Customer, the term, the applicable rates or terms of return, fees, the operating model, service levels, and any expressly agreed-upon exceptions.

Customer: any individual or legal entity bound to Coinstancy by the Contract for a subscribed Service. Coinstancy Pro is reserved for legal entities and professional entrepreneurs, excluding consumers. In Coinstancy Link, each

End User becomes a direct Client of Coinstancy prior to making any deposit, following acceptance of the applicable terms and validation of the required checks. The Partner enters into a separate agreement with Coinstancy regarding the embedded infrastructure.

Coinstancy Pro: the professional offering for managing a stablecoin yield strategy intended for corporate cash management, in accordance with the terms of Part V.

Coinstancy Link: the embedded infrastructure offering that allows a Partner to integrate a USDC savings pathway, balance data, and deposit and withdrawal functions into its own interface, in accordance with the terms set forth in Part VI.

Hedging: discretionary and conditional protection against certain risks expressly identified in the relevant provider's hedging document. Hedging is not a deposit guarantee, a principal guarantee, or comprehensive insurance.

Compounder: a protocol overlay designed to increase yields through the optimal use of the protocol's mechanisms. (e.g., Beefy Finance, Yearn …)

Agreement: refers to these General and Special Terms and Conditions.

Product Documentation: all contractual information specific to a Service, including, in particular, the Purchase Order, the accepted pricing schedule, the features displayed in the interface, the rules for calculating returns, the eligible assets and networks published in Coinstancy's online documentation, the estimated timelines, and, when Coverage exists, its current scope. The list of supported networks is subject to change and corresponds to the networks activated for Coinstancy Clients.

Data: the Customer's data and content, which Coinstancy may need to process as part of its Services. The Customer is responsible for backing up the Data.

Personal Data: any information relating to an identified or identifiable natural person.

Counterparty: refers to a CEX (a CEX is a centralized crypto-asset exchange platform) or a DEX (a DEX is a decentralized crypto-asset exchange platform) through which Coinstancy carries out, in the name and on behalf of its Clients, any transaction, including but not limited to, the execution of mandates to receive and transmit orders from its Clients.

Crypto-assets or **Digital Assets**: all Digital Assets as defined by the Monetary and Financial Code and linked to blockchains.

Wrapped Crypto-Assets: A wrapped crypto-asset is a crypto-asset that refers to another crypto-asset. It is linked to the value of the underlying asset and can generally be exchanged for it (in which case it is said to be "unwrapped") at any time. It generally represents

generally an asset that does not natively reside on the blockchain on which it is issued.

This wrapped crypto-asset also carries a risk of depegging or inaccessibility relative to its underlying asset.

DeFi (Decentralized Finance): Decentralized finance relies on automated protocols that provide financial services without a trusted third party—and thus on a peer-to-peer basis—thanks in particular to blockchain and smart contract technologies, such as lending and borrowing, decentralized exchanges, and crypto-asset repurchase agreements (which may or may not involve collateral), where the counterparties include, but are not limited to, decentralized protocols.

DEX: A DEX (decentralized exchange) is, in contrast to a CEX, a tool of decentralized finance that enables, among other things, trading transactions without a trusted third party.

Hedging Provider: the third party that assumes or underwrites the hedging obligation according to its own terms and conditions. As of the date of this document, the identified Coverage Provider is Nexus Mutual, accessible through OpenCover. Any change in provider is indicated in Coinstancy's online documentation applicable to the Coverage in question. OpenCover is not the Coverage Provider.

Login Credentials: the unique username and password chosen or assigned to the Customer, enabling them to access their personal account on the Site, as well as the two-factor authentication required as a minimum for account protection.

KYC: the "know your customer" process used to verify the identity of users, whether businesses or individuals, in order to ensure that Customers comply with laws related to the prevention of corruption, money laundering, financial fraud, and terrorist financing, as well as other regulatory obligations to which Coinstancy is subject.

Applicable Data Protection **Legislation**: Regulation (EU) 2016/679 of April 27, 2016, when applicable directly or by reference in the applicable legislation, Law No. 78-17 of January 6, 1978, on Information Technology, Data Files, and Civil Liberties, in its current version, including its provisions relating to overseas territories, as well as any other mandatory provisions applicable to the processing in question.

Authorized Representative: any natural person authorized to represent a Client or a Partner. The Authorized Representative is not deemed to be acting on their own behalf merely because they use the Platform on behalf of the Client.

OpenCover: the platform used, if applicable, to search for, acquire, or manage Coverage offered by a third-party Coverage Provider. The use of OpenCover does not guarantee the availability, acceptance, continuation, or payment of Coverage.

Partner: any legal entity that subscribes to Coinstancy Link in order to integrate the Service into its own platform or customer journey.

Parties: Coinstancy and the Client. With respect to obligations relating to the Coinstancy Link infrastructure, the term “Parties” refers to Coinstancy and the Partner. With respect to the relationship concerning the assets and the Service provided to an End User, the relevant parties are Coinstancy and that End User, who has become a direct Client.

Peg and **De-peg**: A peg refers to the parity established between an asset and its underlying asset. Specifically, in the case of stablecoins backed by the U.S. dollar, it is assumed that one token is equivalent to one dollar. By extension, “de-peg” refers to the loss of parity that an asset may experience relative to its underlying asset. If this 1-to-1 ratio is no longer maintained, it is not due to volatility but to a failure—including, but not limited to, a failure of a blockchain, a protocol, a smart contract, or the crypto-asset itself.

Crypto Basket: A “Crypto Basket” is the trade name given to Coinstancy’s investment offering. A Crypto Basket is a collection of crypto-assets grouped around a common theme, in which the investment is proportional to the percentage of each crypto-asset listed.

Product(s): All products marketed by Coinstancy, the descriptions of which can be found on the “Services” page of the Coinstancy website. The crypto-assets available on Coinstancy are also referred to as Products.

DeFi Protocol*:* DeFi, or Decentralized Finance, refers to all applications and services based on digital assets that use blockchain technology to enable transactions, transfers, or the creation of value, requiring little or no intermediaries.

Sensitive Protocol: any DeFi protocol to which Coinstancy, at its discretion and in accordance with its internal risk management policy, assigns a risk level that warrants review or the potential acquisition of a Hedge. Coinstancy may, in particular, take into account technical risk, maturity, governance, dependencies on a bridge or an oracle, past incidents, liquidity, audits, and asset concentration. This classification is internal, subject to change, and does not constitute a recommendation, a guarantee, or confirmation that a Hedge is available.

Withdrawal: the transaction by which the Client requests the return, transfer, or conversion—when this option is available—of all or part of the crypto-assets available in their Coinstancy account, in accordance with the technical, compliance, security, liquidity, and availability requirements applicable to the service in question.

Rebalancing: Rebalancing is a reallocation process intended to readjust exposure across various counterparties, protocols, and/or digital assets, initiated by the Client to limit risk exposure.

Applicable Regulations: the legal, regulatory, and administrative provisions, as well as the applicable professional standards in force applicable to Coinstancy in connection with these General Terms and Conditions and Privacy Policy.

Data Controller: means the natural or legal person, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

Service(s): the services actually available and expressly covered by the Agreement, including when they are accessible via a Coinstancy interface, a partner interface under Coinstancy Link, or a professional track under Coinstancy Pro. Depending on their actual availability and the applicable regulatory framework, the Services may include the custody and administration of crypto-assets on behalf of clients, the transfer of crypto-assets, the receipt and transmission of orders, the execution of orders, allocation to strategies authorized by the Client, the return of assets, and the provision of data or technical interfaces.

The Services may be offered in any jurisdiction where local regulations and Coinstancy's operational capacity permit their provision. The inclusion of a service in this definition does not constitute confirmation of its availability in a specific jurisdiction, nor does it imply that Coinstancy holds any authorization that has not been granted to it. The Purchase Order and Product Documentation identify the features and jurisdictions that are actually available.

Website: The website https://coinstancy.com/ is operated by Coinstancy.

Smart contract: an automated computer program capable of executing certain operations on a blockchain when predefined conditions are met.

Stablecoin: The term "stablecoin" refers to a crypto-asset designed to maintain a reference value relative to an underlying asset, most often a currency such as the U.S. dollar or the euro, or, more rarely, another reference asset. This desired stability may be based on various mechanisms, including reserves, collateralization, algorithmic mechanisms, market arbitrage, or a combination of these mechanisms.

A stablecoin does not guarantee absolute stability. It may temporarily or permanently lose its peg to its reference asset, particularly in the event of a liquidity crisis, issuer default, collateral issues, or a failure of a protocol, smart contract, bridge, oracle, blockchain, or regulatory event. In the event of a loss of peg, the Customer may suffer a partial or total loss of capital.

Transaction: a transaction between two users in which an amount of cryptocurrency is exchanged.

End User: the individual or legal entity that accesses the Link Service through the Partner's platform. Prior to making any deposit, the End User agrees to

these Terms and Conditions as well as the Partner's terms and conditions, satisfies the required due diligence checks, and becomes a direct Client of Coinstancy. The End User remains the beneficial owner of their assets, which are segregated in a sub-ledger maintained by Coinstancy within the Partner's aggregate account.

Personal Data Breach: means a security breach resulting, accidentally or unlawfully, in the destruction, loss, alteration, unauthorized disclosure, or unauthorized access to the Client's Personal Data that has been transmitted, stored, or otherwise processed.

Wallet: an electronic wallet used to store crypto-assets.

White Paper: an informational document presenting a project or a crypto-asset, including its key characteristics, structural framework, and the components and technologies used, which enable investors to assess its value, benefits, and risks.

2. PURPOSE

These General Terms and Conditions (GTC) and Privacy Policy (PP) apply to the contractual relationship between Blue Shadow Webdev (trade name: Coinstancy), with a capital of 200,000 FCP, registered with the Papeete Trade and Companies Register under number 26301B and listed in the Territorial Business Directory under number TAHITI G51577, whose principal place of business is located at Papara, PK 35 seaside, Tamanu Shopping Center, Suite L20. P.O. Box 121605 - 98712 Papara (Tahiti), hereinafter referred to as "Coinstancy," and the Customer.

In addition to the Customer's receipt of these Terms and Conditions and Privacy Policy at the time of subscription, these Terms and Conditions and Privacy Policy are accessible and printable at any time via a direct link at the bottom of the Website's home page.

The Customer's acceptance of the Terms and Conditions and Privacy Policy is stored and archived in the computer systems in a tamper-proof, secure, and reliable manner.

The version of the Agreement accepted at the time of subscription applies to the relevant Service, subject to any subsequent amendments made enforceable in accordance with Part II, Article
2. For active Contracts, Coinstancy will communicate any amendments via email on a durable medium in accordance with the timeframes and procedures set forth in this article. Specific commitments, including Pro rates during a lock-in period and the conditions for introducing or modifying Pro and Link fees, remain subject to the specific rules set forth in Articles 39, 40, 42, 52, and 56. Where express consent is required by law or the Contract, continued use alone does not constitute such consent.

The notices and Product Documentation specify the technical and operational parameters of the Service in accordance with the hierarchy defined in Article 33(E). They may not diminish a mandatory right or contradict a higher-ranking contractual document.

No general or specific terms and conditions of the Customer that have not been expressly approved by Coinstancy may take precedence over these GTC and CP.

3. ACCESS TO THE SITE, PRODUCTS, AND SERVICES

(a) ACCESSIBILITY

Customers are solely responsible for setting up the computer and telecommunications equipment necessary to access the Site. They are responsible for all telecommunications charges incurred while accessing the Internet and using the Site.

Customers are fully responsible for the proper functioning of their computer equipment, modem, and telephone line, as well as their Internet connection. Customers shall ensure that this equipment is free of problems or viruses and provides sufficient security to prevent the risk of a third party gaining access to data relating to the Products and Services provided to Customers.

Customers shall make every effort to maintain this security. Customers shall ensure that there is no risk of malicious programs or viruses accessing and disrupting the Website's computer systems. In particular, Customers shall ensure the security of their computers by using and regularly updating antivirus and anti-spyware software, as well as a personal firewall. In addition, Customers shall ensure that they use two-factor authentication on the email account used to communicate with Coinstancy.

Customers assume the technical risks associated with, among other things, power outages, connection interruptions, malfunctions, or network or system overloads.

Furthermore, Customers acknowledge that they must use an Internet service provider of their choice to access the Internet and the Site. In this context, Customers acknowledge that it is their responsibility to select their Internet service provider and to establish the terms of their relationship with that provider. Coinstancy shall not be liable for risks related to Internet access or risks related to the remote transmission of data by or to Customers, particularly in the event of a dispute between Customers and their Internet service provider regarding the confidential or personal nature of the transmitted data, the cost of transmission, the maintenance of telephone lines and the Internet network, or service interruptions.

The Products and Services are available, subject to the restrictions set forth on the Website:

- To any individual with full legal capacity to enter into these Terms and Conditions and Privacy Policy. An individual who does not have

full legal capacity may access the Site, the Products, and the Services only with the consent of their legal representative;

- To any legal entity acting through a natural person who has the legal capacity to enter into contracts in the name and on behalf of the legal entity.

(b) REGISTRATION AND USE OF THE SITE

Registration is completed by filling out an online form. Once the form has been completed and submitted, the Site sends an email to confirm the user's email address.

A user who has completed the necessary verification steps to be eligible to purchase or subscribe to a Product and/or Service on the Coinstancy Site is deemed to have entered into a business relationship with Coinstancy and is therefore considered a Customer bound by these Terms and Conditions and Privacy Policy. Upon registration, the Customer agrees to provide accurate and complete information and is required to fill out all mandatory fields on the registration form.

The Customer will then confirm their registration by clicking the button provided for that purpose.

Coinstancy reserves the right, at its sole discretion, to refuse any request to enter into a business relationship.

(c) CUSTOMER'S OBLIGATIONS

The Customer warrants that the information provided on the Site is accurate, complete, truthful, lawful, and consistent with reality, including the information contained in the Customer's bank account details (RIB) used to process transfers in the Customer's favor.

The Customer agrees to notify Coinstancy immediately in the event of any change in their circumstances or in the information provided at the time of establishing a business relationship (such as, in particular, their marital status, legal capacity, country of primary tax residence, and, if applicable, their tax obligations in other countries, as well as their contact information (address, phone number, email)) and, where applicable, to make these changes themselves within their personal account. Coinstancy shall not be liable for any transfer errors resulting from incorrect information provided by the Customer.

When the Customer is a legal entity, it agrees to notify Coinstancy as soon as possible of any changes, including, in particular, changes to its legal form, shareholding structure, and management, and, more generally, of any event having a direct impact on its corporate affairs, including, in particular, a change in general management, the initiation of insolvency proceedings, or a decision to liquidate the legal entity by mutual agreement. Similarly, the Customer agrees to inform Coinstancy of the identities of the persons authorized to

operate the account(s) opened on Coinstancy and shall remain solely responsible for the acts and/or transactions carried out by its authorized representative(s).

The Customer also agrees to respond to any request from Coinstancy to update information. Failure by the Customer to update information may result in the deletion of the Customer's Account. Coinstancy shall not be held liable for the consequences of any failure to update information and personal data relating to the Customer.

In general, each Customer is obligated to:

I. Comply with applicable laws and regulations;

II. Behave fairly toward Coinstancy and other Customers;

III. Respect the intellectual property rights held by Coinstancy;

IV. Provide only accurate, complete, and truthful information;

V. Not make any commitments on behalf of a third party; and

VI. Comply with and apply the tax laws of their country.

The Customer authorizes Coinstancy to use address-related information and to disclose it to any service provider responsible for mailing correspondence. Mailings through Coinstancy will be sent to the address provided by the Customer.

In the event of a violation by the Customer of the Terms and Conditions and Privacy Policy, Coinstancy reserves the right to suspend access to the Accounts of the Customers concerned and may terminate the business relationship at any time. The Customer will be notified as soon as possible.

4. CUSTOMER OBLIGATIONS

(a) The Customer shall cooperate with Coinstancy to provide, as promptly as possible, all information deemed useful and requested, in order to ensure the successful provision of services.

(b) The Customer agrees, in their use of the Site, to comply with applicable laws and regulations.

(c) The Customer acknowledges having reviewed on the Site the features and limitations—particularly technical ones—of the entire Site. The Customer is solely responsible for their use of the Site.

(d) In particular, the Customer is solely responsible for the proper fulfillment of all formalities—including administrative, tax, and/or social security formalities—and for all payments of contributions, taxes, or levies of any kind for which the Customer is liable, if applicable, in

connection with their use of Coinstancy's Products and Services. Coinstancy shall under no circumstances be held liable in this regard.

(e) The Customer is informed and agrees that the use of the Site, Services, and Products requires an Internet connection and that the quality of the Site, Services, and Products depends directly on this connection, for which the Customer is solely responsible.

(f) The Customer agrees to provide Coinstancy with all information necessary for the proper performance of Coinstancy's Services.

(g) More generally, the Customer agrees to actively cooperate with Coinstancy to ensure the proper performance of these Terms and Conditions and the Terms of Service.

5. LOGIN

Login credentials are personal and confidential. They may only be changed at the Customer's request. For security reasons, Coinstancy may require the Customer to change their password.

The Customer is solely and fully responsible for the use of their Login Credentials and agrees to take all necessary measures to keep them confidential and not to disclose them to anyone, in any form whatsoever, and for any reason whatsoever.

The Customer shall be liable for the use of their Login Credentials by third parties or for any actions or statements made through their personal account, whether fraudulent or not, and indemnifies Coinstancy against any claims arising therefrom.

Furthermore, Coinstancy is not liable in the event of identity theft involving the Customer. If the Customer has reason to believe that someone is fraudulently using their login credentials or account, they must immediately notify Coinstancy, which will take the necessary measures.

In the event of loss or theft of any of the Customer's login credentials, the Customer is liable for any harmful consequences resulting from such loss or theft and must, as soon as possible, follow the procedure to change them. The Customer must immediately report this to Coinstancy

If the Customer becomes aware that another person has accessed their personal account, they must immediately notify Coinstancy by email at the following address:support@coinstancy.com .

Any use of the Site that is fraudulent or that violates these terms may result in the Customer being denied access to their personal account at any time.

Access to the customer account is protected by enhanced authentication measures, including a unique username, a password that meets security standards,

two-factor authentication, and a PIN. These measures ensure that only the Customer or their duly authorized representatives can initiate transactions.

6. PERSONAL DATA

The privacy policy on the Site explains what personal data we collect about you, how we use it, and what measures we take to ensure its protection in connection with your use of the Site and/or your business relationship with Coinstancy.

In connection with the performance of this Agreement, the Parties may collect personal data (such as last names, first names, and work email addresses).

Each Party processes personal data in accordance with Applicable Data Protection Laws and the roles actually performed for each processing activity. When determining the purposes and means of processing, a Party acts as the data controller; when acting on behalf of another Party, the applicable obligations regarding data processing are set forth in a separate agreement. The roles related to Coinstancy Link are specified on a processing-by-processing basis in the agreement provided for in Article 57.

Coinstancy applies the data protection framework in effect in French Polynesia and any other regulations applicable to the processing in question. International transfers are governed in accordance with the requirements applicable to the data flow in question. The Client may exercise their rights of access, rectification, erasure, restriction, objection, and data portability where applicable, as well as file a complaint with the competent authority, in accordance with the terms of the privacy policy. Requests addressed to Coinstancy should be sent tocompliance@coinstancy.com .

In this regard, each Party, on the one hand, undertakes to inform its own employees, or any other affected individuals, of the collection and processing of their personal data by the other Party for the purposes of this Agreement in accordance with Articles 13 and 14 of the European General Data Protection Regulation, and, on the other hand, guarantees to the other Party that the data subjects affected by such collection will have the rights pertaining thereto in accordance with Articles 15 through 22 of the European General Data Protection Regulation.

When one Party processes personal data on behalf of the other as a processor, the Parties shall enter into, prior to the relevant processing, an agreement that complies with applicable requirements, in particular Article 28 of Regulation (EU) 2016/679. This agreement sets forth the instructions, security and confidentiality obligations, conditions for engaging other processors, and procedures for assistance, return, and deletion. Authorized individuals shall access the data only to the extent necessary for their duties and are subject to a duty of confidentiality.

With regard to security, the Parties undertake to implement and maintain, throughout the term of the Contract, all technical and organizational measures, including all security measures appropriate to the nature of the personal data being processed and the risks posed by any processing operations carried out.

In this regard, the Parties guarantee that such transfers take place:

(i) within the European Union, or,

(ii) to one of the countries deemed to have an adequate level of protection by a decision of the European Community.

In the event that transfers are made or are likely to be made to destinations other than those listed in (i) through (ii) above, the Parties agree to comply with the provisions of the "Standard Contractual Clauses" developed by the European Commission and Article 46 of the European General Data Protection Regulation, any instructions from Coinstancy, and to conduct a data transfer impact assessment in accordance with the recommendations set forth by the European Data Protection Board (EDPB) in its Recommendations 01/2020 of June 18, 2021.

In the event of further subcontracting:

As of the effective date of this Agreement, the Client hereby grants Coinstancy general authorization to engage Subprocessors to perform the services ordered by the Client. Coinstancy undertakes to inform the Client of any planned changes regarding the addition or replacement of Subprocessors, thereby giving the Client the opportunity to object to such changes. In such cases, the Parties shall meet to discuss the matter and find an alternative solution acceptable to both Parties, which may include the selection of another Subcontractor and/or a modification of the Services and/or a change in the price of the Services.

In any event, Coinstancy will require its staff and Subcontractors to comply with Applicable Data Protection Laws and will impose on its Subcontractors the same data protection obligations as those incumbent upon Coinstancy and as defined in this Agreement. Its employees and subcontractors are also bound by a duty of confidentiality. In any event, Coinstancy remains fully liable for any breach of this section by its employees or subcontractors.

In the Event of a Personal Data Breach:

If Coinstancy identifies a personal data breach, Coinstancy will notify the Client as soon as possible after becoming aware of it. In such circumstances, taking into account the nature of the processing and the information available, Coinstancy undertakes to provide the Client with the following information:

- the name and contact information of the Data Protection Officer (DPO) or another point of contact from whom additional information may be obtained;

- the nature of the Personal Data breach, including, if possible, the categories and approximate number of data subjects affected and the Personal Data of the Customer involved;

- the likely consequences of the Personal Data breach;

- the measures taken or proposed to address the Personal Data breach, including, where appropriate, measures to mitigate its potential adverse effects.

If and to the extent that it is not possible to provide the information all at once, it may be provided in stages, without undue delay.

It is understood between the Parties that in the event of a breach by either Party of its obligations under this Agreement—including in the context of a claim against one of the Parties corresponding to its share of liability for the harm suffered by a Data Subject—the provisions of the Agreement remain fully applicable.

7. CONFIDENTIALITY

The Parties agree that the information exchanged in connection with the performance of this Agreement constitutes confidential information, including, but not limited to, the Deliverables and, more generally, any document provided to the Client under this Agreement, the Parties' intellectual property, the list of suppliers, financial data, etc. (hereinafter, "Confidential Information").

However, the obligations set forth in this section do not apply to information that:

(i) is already known to the receiving Party without any obligation of confidentiality at the time of its disclosure by the other Party, or

(ii) is or has entered the public domain through no fault of the receiving Party, or

(iii) is lawfully obtained by the receiving Party from a third party, who, in making such disclosure, does not breach any confidentiality obligation, or

(iv) is independently developed by the receiving Party, or

(v) are disclosed by the disclosing Party to a third party without any obligation of confidentiality, or

(vi) are disclosed pursuant to a law, regulation, or final court order.

In such cases, the disclosing Party shall not be held liable unless the following conditions have not been met:

- it has first notified the Party that provided the information in writing of the obligation to disclose, and

- it has limited the disclosure to what was strictly necessary to fulfill its obligations, or

(vii) shall be disclosed by the Receiving Party only with the prior written consent of the Party to which they belong.

Such Confidential Information may not be disclosed to third parties, distributed, or reproduced in any form or on any medium whatsoever, and may be used by either Party only in connection with the performance of the Agreement.

Accordingly, each Party undertakes and guarantees on behalf of its employees, suppliers, or subcontractors to preserve the confidentiality of the Confidential Information obtained from the other Party in connection with the Agreement and not to disclose it or make it available to third parties, to take all necessary steps to ensure that such third parties comply with these provisions, and to take the same precautions to maintain the confidentiality of the Confidential Information as those it normally observes for its own Confidential Information.

In particular, each Party agrees to:

(i) use Confidential Information solely for the purpose of performing the Agreement;

(ii) disclose Confidential Information only to those members of its team who need to use such information for the performance of the Agreement. In this regard, each Party agrees to inform its personnel of the confidential nature of the Information.

The confidentiality obligation shall remain in effect for the duration of the Parties' collaboration and for five (5) years following its termination, regardless of the reason.

Furthermore, upon the expiration or termination of the Agreement, each Party must either return to the other Party all documents containing Confidential Information or assure the other Party that all Confidential Information in its possession has been destroyed. Under no circumstances may a copy of documents containing Confidential Information be retained, unless they must be retained for evidentiary purposes.

8. ACCEPTANCE OF RISKS

(a) The Customer agrees and acknowledges that they understand the field of crypto-assets, the Products/Services provided by Coinstancy, as well as the mechanism of the Blockchain (and, where applicable, more specifically the mechanisms of DeFi Activities). The Customer understands and accepts that Coinstancy in no way intends to substitute for the Customer's own knowledge.

(b) The Client acknowledges that they understand that crypto-asset markets, stablecoins, DeFi protocols, blockchain networks, and associated infrastructures present specific risks, even when they fall under an applicable regulatory framework. Certain transactions may depend on decentralized protocols, smart contracts, bridges, oracles, or third-party providers over which Coinstancy exercises no direct control.

The Customer also acknowledges that Coinstancy is preparing its organization in anticipation of the MiCA framework applicable to crypto-asset service providers, without having already obtained a PSCA license as of the date of this update to these Terms.

(c) Crypto-asset prices are subject to drastic and unpredictable fluctuations over a very short period of time. The asset's value may fall to zero.

(d) The Customer also understands that they should not subscribe to the Services unless they possess the necessary knowledge and expertise, understand the characteristics of the underlying crypto-assets purchased, the White Paper, and their exposure to risks.

(e) Blockchains are independent public peer-to-peer networks not subject to Coinstancy's control. The Customer understands that errors, faults, and/or breaches may occur in the Blockchain and/or the Smart Contract and could result in a decrease or loss of value.

(f) The Customer is informed that Coinstancy is not a credit institution and is not a member of a bank deposit insurance fund. Crypto-assets held, transferred, or used in connection with Coinstancy's services are not covered by the deposit insurance mechanism applicable to bank deposits.

As of the date of this update to these Terms, Coinstancy does not yet hold a PSCA license under the MiCA regulation. Coinstancy implements organizational, technical, contractual, and security measures designed to govern its services and ensure compliance with the applicable regulatory framework. These measures do not eliminate the risks inherent in crypto-assets, stablecoins, DeFi protocols, blockchain networks, third-party providers, and market conditions.

9. PRODUCTS AND SERVICES

Coinstancy has developed software available in the form of a platform comprising user interfaces accessible on its Website

Coinstancy grants the Client, in exchange for payment of the various fees, a license to use the Coinstancy Platform by the Client and Designated Users, effective upon acceptance of these General Terms and Conditions and the Terms of Service.

Coinstancy may, at its discretion and without prior notice, impose daily, weekly, or monthly limits on capital deposit and withdrawal Transactions to or from the Coinstancy Platform, which can be viewed on the Client's interface.

The information provided by the Customer when entering details related to their order is binding on the Customer.

Order summaries and invoices are archived on a reliable and durable medium that may be considered, in particular, as evidence.

IV. SERVICES RELATED TO DIGITAL ASSETS

(a) AGREEMENT FOR THE CUSTODY OF DIGITAL ASSETS

1. Purpose and Scope

This agreement governs the terms under which Coinstancy provides, on behalf of the Customer, a digital asset custody service, including the safekeeping and securing of access credentials (keys/key shares), the maintenance of individualized records, the segregation of Clients' assets from those of Coinstancy, and the return of said assets upon the Client's first request, subject to applicable legal and regulatory provisions. The assets in question are stablecoins and a limited set of listed tokens supported by Coinstancy; the service does not include investment advice or the reuse of assets without the Client's express consent.

2. Opening and Operation of the Custody Account

Access to the service is subject to prior KYC/KYB validation and standard compliance checks. Upon completion, a custody account is opened in the Client's name, enabling the deposit, holding, and return of supported digital assets. Coinstancy may refuse to open the account or suspend the service in the event of non-compliance, incomplete information, or serious indications of ML/TF risk or international sanctions.

3. Security and Custody Measures

Coinstancy implements appropriate technical and organizational controls, including in particular: custody on an institutional-grade infrastructure (multi-signature/MPC approval policies or equivalents),

, access rights management based on the principle of least privilege, logging of access and transactions, encryption of communications, as well as regularly tested backups and a business continuity plan. Coinstancy remains solely responsible to the Client for the proper performance of the service, including when specialized service providers are engaged.

4. Segregation, Records, and Reporting

Client assets are segregated from Coinstancy's own assets. Coinstancy maintains individualized records at all times that allow it to identify, for each Client, the quantity and nature of the assets held, as well as transactions and balances, and to reconcile this information with technical records (on-chain and system records). Upon reasonable request, Coinstancy provides the Client with a dated statement of their positions.

5. Deposits, Orders, and Withdrawals

Deposits are deemed effective after network confirmation and compliance verification.

For the Classic Savings plan, a complete, authenticated, compliant withdrawal request pertaining to a withdrawable balance is normally processed and settled within up to forty-eight (48) calendar hours from the time of its receipt by Coinstancy. This timeframe includes, where applicable, deallocation and settlement by Coinstancy. It does not guarantee the final receipt time imposed by a blockchain, a bank, or a third-party service provider.

This timeframe may be exceeded when additional verification of security, compliance, identity, or the origin of funds is required, as well as in the event of an incomplete instruction, a freeze order, a request from an authority, a lack of liquidity, an ongoing allocation, congestion, a technical incident, the unavailability of a protocol or service provider, or force majeure. Coinstancy will notify the Customer of the delay and its cause whenever it is legally and reasonably able to do so.

To withdraw a Crypto Basket, Coinstancy immediately submits the swap instruction to the blockchain upon receipt of a complete, authenticated, and compliant request and after performing the applicable checks. Execution generally occurs within a very short timeframe, but depends in particular on the network, liquidity, slippage, smart contracts, and the required confirmations. Once the transaction is broadcast to the blockchain, it cannot be canceled. Coinstancy does not guarantee a specific confirmation time or final receipt time.

6. No Reuse and No Lending

Unless specifically agreed to in writing by the Client, Coinstancy does not reuse the digital assets held (no lending, pledging, or rehypothecation). The assets are maintained in accounting and operational segregation.

7. Supported Networks, Protocol Events, and Incompatibilities

Coinstancy specifies the list of supported networks and may, for security, liquidity, or compliance reasons, temporarily suspend certain chains or assets. Protocol events (hard/soft forks, airdrops, network changes) are handled in the best interests of Clients, taking into account security and liquidity; Coinstancy may decide not to support an event when there is a significant risk. Assets that are unsupported or become incompatible may be subject to early return or a reasonable grace period, which will be communicated to the Customer.

8. Fees, Limits, and Network Fees

Applicable fees (custody, specific transactions, withdrawals) are specified in the current fee schedule and may include network fees (gas) and, where applicable, minimum withdrawal limits or operational cutoff times. Any changes to the fee schedule are notified in accordance with the terms of the General Terms and Conditions and the Privacy Policy.

9. Client Obligations

The Customer agrees to maintain an up-to-date KYC/KYB profile, to provide, upon request, any reasonable supporting documentation (including proof of the origin of funds), to secure their access credentials, to refrain from conducting illegal transactions, and to provide accurate and compatible destination addresses. Coinstancy is not liable for the loss of assets sent to an incorrect or unsupported address provided by the Customer.

10. AML/CFT, Sanctions, and Asset Freezing

Coinstancy complies with AML/CFT obligations and international sanctions. In the event of a report, an order from an authority, or an asset freeze, Coinstancy may immediately block the assets and suspend all transactions. The Customer acknowledges that, in accordance with applicable rules, they may not be informed of any suspicion or action taken with the competent authority.

11. Incidents, Business Continuity, and Security

In the event of an incident affecting the availability of the service, Coinstancy implements its business continuity and recovery plan (restoration from backups, rerouting, containment measures). Coinstancy keeps the Customer informed of significant impacts and estimated recovery times, when permitted by regulations and without compromising security.

12. Liability and Limitations

Coinstancy implements the security, retention, and restitution measures provided for in the Agreement and applicable law. Liability for the loss of crypto-assets or means of access is governed by Section 15.1 and applicable mandatory provisions.

The occurrence of an external event, a software vulnerability, a protocol incident, congestion, or a compromise of credentials does not, in and of itself, exclude Coinstancy's liability. Liability is assessed in light of the circumstances, Coinstancy's obligations, its acts or omissions, and the causal link to the loss. No provision reduces liability that cannot be legally excluded or limited, particularly in cases of fraud or gross negligence.

13. Claims and Mediation

Any complaint regarding this service is handled in accordance with the "Complaints and Mediation" section of the General Terms and Conditions (acknowledgment and response deadlines, channels, and remedies). Coinstancy maintains a record of complaints and implements, where appropriate, the necessary corrective measures.

14. Term, Suspension, and Termination

This agreement takes effect upon acceptance of the General Terms and Conditions and remains in force as long as the custody account remains open. The Customer may terminate this agreement at any time by requesting the return of their assets and the closure of the account, subject to any pending transactions, any fees owed, and legal restrictions (such as asset freezes or investigations). Coinstancy may suspend or terminate the agreement in the event of a material breach by the Customer, a proven risk to security or compliance, or upon request by a regulatory authority.

15. Personal Data

Data processed in connection with the service is managed in accordance with the data protection policy; the Customer has all the rights provided for by applicable regulations.

16. Amendments to the Agreement

Coinstancy may amend this agreement to reflect legal, regulatory, technical, or security changes. Any amendment takes effect in accordance with the notification and enforceability procedures set forth in the General Terms and Conditions and Privacy Policy; continued use of the custody service constitutes acceptance of the new provisions.

17. Acceptance and Proof

This agreement is accepted electronically upon registration. Amendments to it are communicated and made enforceable in accordance with Part II, Article 2, and the applicable special provisions. When express acceptance is required, it is obtained through a traceable electronic mechanism or in writing accepted by the Parties. Coinstancy retains the accepted version and evidence of such acceptance; application logs and timestamps shall be deemed authentic unless proven otherwise.

18. Execution Policy

Conversion, swap, transfer, allocation, deallocation, reallocation, or rebalancing transactions carried out as part of Coinstancy's services are executed in accordance with Coinstancy's execution policy, where applicable.

This policy specifies, in particular, the criteria for selecting execution venues, pricing terms, fees, slippage risks, liquidity constraints, indicative timeframes, cases of suspension or refusal of execution, as well as the procedures for processing the Client's instructions.

If Coinstancy does not yet hold the regulatory authorization required to provide a specific service, Coinstancy may limit, suspend, or refrain from offering the service in question until the applicable authorization is obtained or until the regulatory framework is clarified.

(b) OTHER SERVICES RELATED TO DIGITAL ASSETS

These services are subject to the applicable Special Terms and Conditions set forth in Parts IV, V, and VI, depending on the subscribed service.

Coinstancy enforces a strict policy regarding the safekeeping and return of digital assets:

- Clients' assets are held separately from Coinstancy's own funds and may not be reused without the Client's express consent.

- In the event of business cessation, Coinstancy will arrange for the return or transfer of assets as soon as possible, in accordance with an orderly wind-down plan communicated to Clients. The timeline takes into account instructions received, the closing of positions, available liquidity, security and compliance checks, freeze orders, and constraints imposed by networks or service providers. Coinstancy will inform Clients of the steps involved, estimated timelines, and significant delays whenever it is legally and reasonably able to do so. Assets are not deemed abandoned solely because a withdrawal deadline has expired.

- Coinstancy remains liable to its Customers, including when it uses Circle for custody infrastructure.

10. FEES AND INVOICES

This section applies subject to the specific terms of the subscribed service. For Coinstancy Pro and Coinstancy Link, the provisions of Sections 42 and 56 take precedence over any general rules regarding fees, fee schedules, or incompatible rate changes. No reference to “applicable fees,” including in the event of withdrawal, recovery, closure, or termination, shall give rise to any Coinstancy Pro or Link fees that have not been expressly accepted in writing prior to their application.

Coinstancy may modify the fees applicable to the Services in accordance with the notification and effective date conditions set forth in Part II, Article 2, subject to applicable mandatory rules. The fee amount confirmed for a transaction remains applicable to that transaction. The introduction or modification of fees for Coinstancy Pro or Coinstancy Link remains subject to Articles 42 and 56 and takes effect only after prior notification and the express written acceptance of the person concerned. This clause does not permit modification of the Pro rate accepted during a lock-in period, except in the cases provided for in Article 39.

The price is expressed in euros (€) or U.S. dollars ($), inclusive of all taxes (TTC), or as a percentage (%) of the amount invested.

These billing provisions apply solely to amounts contractually owed to Coinstancy by a Business Customer or a Partner. They do not give rise to any charges for Coinstancy Pro or Coinstancy Link payable by a Professional Client, a Partner, or an End User in the absence of an express written provision accepted under the conditions set forth in Articles 42 and 56.

When an invoice is issued, it is sent by email to the address provided by the recipient. Unless a different payment term is expressly agreed upon, it is payable within thirty (30) days of the date of issuance. In the event of late payment between businesses, penalties and any collection costs shall be those provided for in the applicable contractual provisions and by applicable law. These provisions regarding late payment between businesses do not apply to consumer Customers.

In the event of non-payment of an amount due, Coinstancy may, after a formal notice of default has remained unanswered for eight (8) days, suspend only the services in question, subject to its legal and contractual obligations regarding the security, safekeeping, and return of Clients' assets.

Any application of Article 1223 of the Civil Code is subject to prior discussion between the Parties, it being understood that the agreement reached must be formalized by means of an amendment. In the absence of an agreement within fifteen (15) days, the Parties shall appoint a mutually agreed-upon expert specializing in the sector, who shall have an additional period of fifteen (15) days from the date of the Parties' written request to carry out their assignment and submit their report. The costs of this expert assessment shall be shared equally between the Parties. The price proposed by the expert shall be binding, unless otherwise agreed by the Parties.

(a) WITHDRAWAL PROCEDURES AND SPECIFIC CASES

(i) WITHDRAWAL PROCEDURES

The Customer may request the withdrawal of their available crypto-assets to an external address on a network supported by Coinstancy, in accordance with the terms and conditions presented in the interface and subject to applicable controls. When a conversion and withdrawal process into legal tender, operated by a third-party service provider, is actually available to the Customer in their jurisdiction, the Customer may also use this process in accordance with the terms, limits, and conditions of the relevant service provider. Coinstancy does not guarantee the availability of bank transfers or withdrawals in legal tender for all Customers or in all jurisdictions. Before confirming their instruction, the Customer must verify, in particular, the asset, the network, the destination address or details, as well as any fees that may be displayed.

For the Classic Savings plan, a complete, authenticated, and compliant withdrawal request involving a withdrawable balance is normally processed and settled within up to forty-eight (48) calendar hours from the time Coinstancy receives it. This timeframe includes, where applicable, the deallocation and settlement by Coinstancy. It does not guarantee the final receipt time imposed by a blockchain, a bank, or a third-party service provider.

This timeframe may be exceeded when additional verification of security, compliance, identity, or the origin of funds is required, as well as in the event of an incomplete instruction, a freeze order, a request from an authority, a lack of liquidity, an ongoing allocation process, congestion, a technical incident, the unavailability of a protocol or service provider, or force majeure. Coinstancy will notify the Customer of the delay and its cause whenever it is legally and reasonably able to do so.

For a withdrawal of a "Crypto Basket," Coinstancy immediately submits the swap instruction to the blockchain upon receipt of a complete, authenticated, and compliant request and after performing the applicable checks. Execution generally occurs within a very short timeframe, but depends in particular on the network, liquidity, slippage, smart contracts, and the required confirmations. Once the

transaction is broadcast to the blockchain, it can no longer be canceled. Coinstancy does not guarantee a specific confirmation time or final receipt time.

(ii) SPECIFIC CASES

- If Coinstancy terminates its relationship with existing customers, the return or transfer of their digital assets and cash to another entity will be carried out as follows. The customer will be notified of the upcoming closure of their account with one month's notice, effective from the date the email is sent. A second reminder email will be sent 14 days later. The email invites the Customer to request the withdrawal of their crypto-assets to an eligible external address or, when a conversion and withdrawal process into legal tender is actually available to them, to use that process with the relevant third-party provider.

- If Coinstancy ceases to market its products to new customers, the country in question will be added to the list of countries not accepted by our KYC partner. Consequently, users can register but cannot become customers—since KYC verification is not possible—and therefore cannot deposit or withdraw funds.

In the event of an ordered cessation of operations, Coinstancy will notify Customers via email, a notification in their customer portal, and any other appropriate means. This communication will specify, in particular, the anticipated date of service termination, the transactions still permitted, the procedures for withdrawing crypto-assets, the procedures for conversion and withdrawal into legal tender when this option is available, as well as the applicable timeframes.

During the termination period, Customers will be invited to withdraw their crypto-assets to an external address to which they have full access or, when the service is available and the Customer is eligible, to use an off-ramp service operated by a third-party provider.

Coinstancy will not automatically convert crypto-assets into legal tender, except where required by law, in the event of a lasting technical impossibility, upon instruction from a competent authority, or with the Client's express consent when required.

Withdrawals of crypto-assets will be subject to applicable security and compliance checks. In particular, Coinstancy may verify the destination address, analyze the blockchain risk associated with that address, request additional supporting documentation, temporarily suspend a transaction in the event of an alert, or refuse the transaction when required by legal or internal conditions.

Clients who have not withdrawn their assets within the specified time frame will receive additional reminders via the available contact methods. Coinstancy will document all reminders sent, instructions received, transactions carried out, and any obstacles encountered.

In the event of a persistent lack of instructions from the Customer, an inability to return assets, or unclaimed assets at the conclusion of the termination process, Coinstancy will apply the legal procedure applicable to unclaimed assets, in compliance with obligations regarding safekeeping, security, compliance, anti-money laundering (AML) and counter-terrorism financing (CTF), and customer protection.

(b) FEES AND PRICES

(i) SERVICE FEES

The performance shown to the Client, if any, is expressed net of applicable service fees, unless otherwise stated in the product documentation or the client interface.

Service fees are charged as follows:

(a) For the standard Savings offering, excluding Coinstancy Pro and Coinstancy Link, Coinstancy is compensated based on the difference between the performance actually generated by the selected crypto strategies—executed and monitored by Coinstancy—and the performance displayed to the Client, in accordance with the terms set forth in the applicable Product Documentation. Coinstancy's compensation for Coinstancy Pro and Coinstancy Link is governed by Parts V and VI and, where applicable, by the Purchase Order.

This performance does not constitute compensation tied to the mere holding of a stablecoin or a crypto-asset. It results from transactions carried out as part of the strategy subscribed to by the Client, subject to the risks, limits, fees, market conditions, technical constraints, and terms described in these Terms and Conditions, the product documentation, and the client interface.

Coinstancy bears the costs associated with executing the Client's transactions when expressly provided for in the product documentation or the applicable fee policy.

(b) For Crypto Basket activities, the Client pays, as service fees, the charges applicable to the selected basket, which may include, in particular, a percentage of the positive performance achieved and/or fixed or periodic fees, in accordance with the terms set forth in the fee policy, the product documentation, and the client interface.

These service fees charged by Coinstancy are subject to applicable tax, if any. Coinstancy bears the costs associated with executing the Client's transactions when expressly provided for in the product documentation or the applicable fee policy.

(c) WITHDRAWAL OF CRYPTO-ASSETS

The Client may request the withdrawal of all or part of the crypto-assets available in their Coinstancy account, subject to pending transactions, applicable fees, technical constraints, security checks, AML/CFT obligations, asset freeze measures, and any applicable legal or regulatory restrictions.

Coinstancy may delay, suspend, or refuse a withdrawal if the transaction poses a security risk, is inconsistent with the Customer's profile, triggers a compliance alert, involves exposure to a high-risk address or counterparty, or if additional supporting documentation is required.

Withdrawal procedures, applicable fees, available networks, and estimated processing times are displayed in the Coinstancy interface or in the current fee policy.

(d) CRYPTO-ASSET CONVERSION FEES

Each purchase or sale of crypto-assets may be subject to fees. Conversion fees vary depending on the selected Crypto Basket. The Customer can obtain an estimate of the exchange fees associated with their transaction by reviewing our Fee Policy (available on the Coinstancy Website) as well as when buying or selling via the Website's exchange module.

The total amount includes a safety margin to ensure the order is executed despite fluctuations in the market prices of crypto-assets.

(e) CRYPTO-ASSET WITHDRAWAL FEES

(a) Withdrawal of crypto-assets to a wallet external to Coinstancy.

For standard offers, withdrawal fees may apply when they have been disclosed and are enforceable against the Customer in accordance with the Agreement. The breakdown of these fees distinguishes between network fees, third-party provider fees, and any Coinstancy service fees. Coinstancy may cover all or part of these fees.

The general provisions regarding fees do not permit the charging of fees for Coinstancy Pro or Coinstancy Link in violation of Articles 42 and 56.

For these offerings, Coinstancy does not charge any fees as of the date of acceptance; any introduction or modification of Coinstancy's pricing requires prior notice and the express, written consent of the relevant party before it takes effect. Fees charged directly by a third-party service provider or a Partner under a separate agreement remain governed by the terms applicable to that agreement. The cost of Coverage is borne entirely by Coinstancy.

These fees may be fully covered by Coinstancy in the event of a promotional offer.

(b) Withdrawal of crypto-assets involving conversion to legal tender

Withdrawals involving conversion to legal tender may be carried out, when this service is available, through an off-ramp process operated by a third-party service provider integrated into the Coinstancy interface. For eligible users in the United States, this on-ramp may be provided by Coinme Inc., subject to the availability of the service, as well as the territories, assets, payment methods, limits, fees, controls, and eligibility requirements defined by Coinme. Coinstancy may replace, suspend, or remove this provider or on-ramp if its availability, authorizations, terms, or risk assessment change.

When this feature is offered to an eligible Customer in the United States, the purchase or sale of crypto-assets for legal tender may be conducted through a process operated by Coinme Inc. The Customer enters into all relationships and transactions related to this process directly with Coinme and agrees to Coinme's Terms of Use and Privacy Policy. Coinme determines and implements, under its own responsibility, KYC/AML and sanctions controls, payment methods, prices, fees, limits, supported assets, Coinme accounts, transactions, and support related to the process.

Coinstancy provides technical access to the integrated service and the wallet functions available on its Platform. Coinstancy does not receive legal tender, does not process payments, does not set Coinme's terms and conditions, and is not a party to the payment or currency exchange transaction between the Customer and Coinme. Access depends on service availability, geographic location, the Customer's eligibility, applicable authorizations, and Coinme's current terms and conditions.

In this context, Coinstancy does not itself process the bank transfer on behalf of the Customer and does not act as a payment service provider. The Customer completes the transaction through the relevant provider's platform, in accordance with the terms, fees, limits, verifications, and controls applicable to that provider.

Withdrawals in legal tender may only be made to a bank account whose account holder matches the Customer's verified identity. Any discrepancy may result in the transaction being declined, a request for additional supporting documents, or a manual review.

(c) Withdrawal of crypto-assets from Crypto Baskets to the Customer's Wallet.

Each withdrawal of crypto-assets from Crypto Baskets to the Customer's Wallet is subject to fixed and variable fees defined by Coinstancy in its Fee Policy.

11. DISPUTES AND CLAIMS

Any complaint regarding Coinstancy's services may be submitted:

- by email to:support@coinstancy.com ,
- by mail to: BLUE SHADOW WEBDEV Papara, PK 35 côté mer, Tamanu Shopping Center, Suite L20. P.O. Box 121605 - 98712 Papara (Tahiti),
- or via the form available online on our website.

Coinstancy will acknowledge receipt of any complaint within ten business days and provide a reasoned response within a maximum of two months.

In the event of a continuing disagreement following Coinstancy's response, the Customer may, free of charge, refer the matter to the appropriate mediator when this recourse is applicable. The contact information and procedures for referring the matter to the appropriate mediator are provided in the final response sent to the Customer and are available on the Coinstancy website or in the customer portal.

This option does not deprive the Customer of their right to bring the matter before any competent authority or court.

The Customer agrees not to contest any transaction carried out at the initiative of one of its legal representatives whose termination of duties has not been notified to Coinstancy.

The Customer is encouraged to report any discrepancy or dispute regarding a transaction as soon as they become aware of it and to provide the information necessary for its review. For a Professional Customer, reporting the issue within fifteen (15) calendar days of receiving the confirmation notice facilitates the processing of the dispute. The expiration of this period does not, in and of itself, constitute a waiver of the right to file a claim or seek redress.

Consumer Customers are entitled to the mandatory rights, guarantees, and time limits for recourse applicable to the relevant Service. No provision herein may eliminate or reduce them.

12. REFUNDS

The refund of a payment for fees or services is distinct from the return of the Customer's crypto-assets and the settlement of a Savings, Pro, Link, or Crypto Basket position. Refunds of payments are made, where possible, in the original currency and via the original payment method, or through another lawful method agreed upon with the Customer, subject to applicable controls. When a third-party service provider has received the payment, its refund is subject to the terms and procedures applicable to that provider.

The return or transfer of crypto-assets remains governed by the specific terms of the subscribed Service. Coinstancy does not automatically convert assets into euros or any

other legal tender for the purpose of a refund or return, unless instructed by the Customer or required by applicable law. The separate processes of NGPES and Coinme remain governed by the contracts entered into directly with those service providers.

13. COINSTANCY'S OBLIGATIONS REGARDING PRODUCTS AND SERVICES

(a) Coinstancy undertakes to fulfill its contractual obligations described herein in accordance with a general obligation of means. Coinstancy is automatically released from any obligation regarding the commencement of performance if:

(i) The Client has failed to comply with the payment terms;

(ii) The information, documents, or services that the Client is required to provide under this Agreement have not been delivered within a reasonable time;

(iii) In the event of force majeure as defined below.

(b) The service will be performed within a reasonable timeframe. Compliance with a reasonable timeframe for the service will be contingent upon the time required to collect information from the Client and the Client's compliance with its contractual obligations.

(c) The Client will be notified of any event likely to cause a delay in the performance of this Agreement.

14. DUTIES OF DUE DILIGENCE AND ANTI-CORRUPTION

Coinstancy is required, pursuant to criminal provisions penalizing corruption, money laundering involving proceeds from drug trafficking, or the laundering of proceeds from any crime or offense, to inquire with its Clients regarding transactions that appear unusual to it, particularly due to their terms, amount, or exceptional nature compared to those previously processed by the Clients. Coinstancy is subject to the due diligence obligations imposed by the regulations in force in French Polynesia, in particular the provisions of the Monetary and Financial Code applicable locally and the laws relating to the fight against money laundering and the financing of terrorism. As such, Coinstancy may be required to request that the Customer provide additional documents and information, suspend certain transactions, or report suspicious transactions to the competent authorities. The Customer acknowledges that failure to provide the requested documents or the provision of inaccurate or incomplete information may result in the suspension or closure of their account, without prejudice to any legal action that may be taken.

The Customer agrees to report to Coinstancy any transaction that is unusual compared to those typically recorded in their account and to provide any required information or supporting documentation.

Coinstancy is an ethical company that places particular importance on combating fraud and corruption and expects that any person or company associated with the Customer adheres to the same principles and strictly complies with applicable regulations.

Consequently, the Customer irrevocably agrees to comply with the provisions set forth in this section.

- Any breach by the Client of the provisions of this section shall be considered a material breach, entitling Coinstancy, at its sole discretion, to terminate this Agreement without notice or compensation, subject, however, to any damages to which the Service Provider may be entitled as a result of such breach. The Client warrants that any person, whether an individual or a legal entity, acting on its behalf under this Agreement Will comply with all regulations aimed at combating corruption;

- will not, by action or omission, do anything that could give rise to Coinstancy's liability for non-compliance with existing anti-corruption regulations;

- Will establish and maintain its own policies and procedures regarding ethics and anti-corruption;

- Shall promptly notify Coinstancy of any event that comes to its attention and that could result in the receipt of an improper benefit, whether financial or of any other nature, in connection with this Agreement;

- Provide Coinstancy with all necessary assistance to respond to a request from a duly authorized anti-corruption authority.

The Client shall indemnify Coinstancy against any consequences, particularly financial ones, resulting from a breach by the Client of the obligations set forth in this section.

The Client hereby authorizes Coinstancy to take any reasonable measures necessary to ensure strict compliance with the obligations set forth in this section.

The Client agrees to notify Coinstancy immediately of any information that comes to its attention and that could give rise to its liability under this section.

It is understood that no obligation under this Agreement shall have the effect of requiring Coinstancy to breach its obligations regarding the fight against corruption.

15. LIABILITY AND FORCE MAJEURE

(a) GENERAL PROVISIONS

Coinstancy disclaims all liability for the Client's use and allocation of the funds paid, the crypto-assets, and their associated values in connection with Coinstancy's Services and Products, and shall under no circumstances be held liable for any embezzlement or misuse of corporate assets committed by the Client.

Coinstancy shall also not be liable to the Customer for any loss or damage the Customer may suffer as a result of the Customer's failure to provide Coinstancy with accurate information regarding their account or their own inability to securely maintain the confidentiality of their Login Credentials.

The Website may contain hyperlinks to other websites that are not owned or controlled by Coinstancy. Coinstancy has no control over the content, privacy policies, or practices of third-party websites and disclaims all liability in this regard. Coinstancy is not responsible for the availability of these external websites and resources and does not endorse any advertising, products, or other materials appearing on or accessible through these external websites or resources.

Coinstancy shall not be held liable for any act or omission, failure to perform, partial performance, or delay in the performance of its obligations in connection with any damage or loss suffered directly or indirectly by the Customer as a result of an act or omission by the Customer or any other person associated with the Customer.

All exclusions relating to interruptions, external events, acts of the Customer, unauthorized access, credentials, or indirect damages apply only to the extent that they are consistent with mandatory law and with the specific duty of care. They do not exempt Coinstancy from liability for its own breach attributable to it. They do not automatically classify a loss of assets or an obligation to return assets falling under this regime as indirect.

Coinstancy shall not be liable to a Customer or any third party for any degradation, suspension, or interruption of the Services and Products attributable to force majeure as defined by established French case law on the matter, to the actions of a Customer or a third party, or to unavoidable contingencies that may arise from technical issues, fluctuations in crypto-asset prices, and the complexity of implementing the Services and Products.

Coinstancy strives to keep the Site accessible 24 hours a day, seven days a week, but is under no obligation to achieve a specific result. Coinstancy may therefore interrupt access to the Site, particularly for maintenance and upgrades. Access may also be interrupted for any other reason. Coinstancy shall in no event be held liable for such interruptions or any consequences they may have for Customers or any third parties. It is further noted that Coinstancy may terminate or modify the features of the Site at any time, without prior notice. In the

the event of maintenance, upgrades, interruptions, or suspension of the Site, Coinstancy will notify the Customer as soon as possible.

The Customer agrees that, regardless of the grounds for any claim and the procedure followed to file it, Coinstancy's potential liability arising from the performance of the obligations set forth in this Agreement shall be limited to the Services and Products provided and the tasks performed by Coinstancy.

Unless expressly agreed to in the applicable Special Terms and Conditions or in a Purchase Order, Coinstancy does not guarantee any level of return or profit. The fixed rate agreed upon under Coinstancy Pro remains governed by Article 39 and by the lock-up and early redemption terms set forth in Article 40. No return commitment constitutes a guarantee of principal, liquidity, or repayment of the initial face value.

Coinstancy shall not be held liable in the event of misuse of the Services and Products by the Customer, or in the event of theft or compromise of the Customer's login information.

Each Party shall be liable for the consequences resulting from its own faults, errors, or omissions that cause harm to the other Party.

Coinstancy is liable for direct damages resulting from a breach attributable to it in the performance of its obligations, subject to the conditions of liability, causation, and proof provided for by applicable law. The involvement of a third party in an incident does not exclude Coinstancy's own liability for its contribution to the damage.

The limitations of liability set forth herein do not apply to the extent that they would have the effect of excluding or reducing liability that cannot be excluded or limited under applicable law.

When Coinstancy provides a crypto-asset custody and administration service on behalf of a Client, Coinstancy is liable for the loss of crypto-assets or means of access to crypto-assets resulting from an incident attributable to it, under the conditions provided for by applicable mandatory law. Where permitted by law, this liability is capped at the market value of the lost crypto-asset at the time the loss occurred.

An incident is not attributable to Coinstancy if Coinstancy demonstrates that it occurred independently of the provision of the relevant service or its activities, particularly in the event of a problem inherent in the operation of a distributed ledger over which it has no control.

For the custody service, this clause takes precedence over any general limitation based solely on the amounts received for the Service, without prejudice to any more protective regime applicable to the Client.

These provisions allocate risk between the Parties, who acknowledge that the agreed-upon price reflects this allocation of risk and the resulting limitation of liability.

In any event, Coinstancy shall not be liable for indirect damages, nor for loss of profits or data, anticipated savings, brand reputation, loss of orders, operating losses, fixed assets, loss of earnings, etc.

The statutes of limitations and time limits for remedies are those provided for by applicable law. No provision herein shall shorten a mandatory time limit or deprive the Customer of a remedy that cannot be legally excluded.

Under no circumstances shall Coinstancy be held liable for any delays, failures, non-performance, or the Customer's failure to fulfill its obligations, nor for failures on the part of third parties of any kind—with the exception of Coinstancy's subcontractors—nor for any resulting damages, particularly those arising from nonconformities, defects, malfunctions, or manufacturing defects in the Customer's Supplies or those of third parties.

Coinstancy will, nevertheless, make every effort to assist the Client or involve the appropriate party, or even substitute a particular supplier or piece of equipment in the interest of the Services, following agreement by the Parties on the terms and conditions of Coinstancy's involvement in such a context.

(b) LIABILITY FOR PRODUCTS AND SERVICES

The Customer assumes all responsibilities other than that of ensuring the compliance of the Products and Services with the specifications contained in their technical manuals, including, in particular, those concerning:

- The suitability of the Products and Services for the Customer's needs;

The Customer expressly acknowledges having received from Coinstancy all the necessary information enabling it to assess the suitability of the Products and Services for its needs and to take all necessary precautions.

It is strictly prohibited to modify the Products, either physically or through software, for the purpose of improving their performance. In the event of a violation of this prohibition, the Customer will not be entitled to any warranty on the services and will bear full responsibility for any malfunctions of the said Product.

(c) FORCE MAJEURE

Each Party shall be relieved of liability if it becomes impossible for it to perform all or part of its obligations due to the occurrence

events constituting force majeure as defined by Article 1218 of the Civil Code.

The following events are also considered cases of force majeure within the meaning of these General Terms and Conditions and the Contractual Terms: strikes (total or partial, internal or external to the company), lockouts, severe weather, epidemics, pandemics, disruption of transportation or supply chains for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, legal or regulatory changes to marketing practices, computer failure, telecommunications outages including the Telecom switched network, network failure, acts of state, weather disruptions, absence or suspension of electricity supply, lightning or fire, decision by a competent administrative authority, war, civil unrest, shutdown of the relevant blockchain, acts or omissions on the part of other telecommunications operators, or other events that depend on the very nature of the relevant crypto-asset as well as the relevant Smart Contract and counterparty. These events are beyond Coinstancy's reasonable control.

The Party invoking force majeure must notify the other Party by certified letter with acknowledgment of receipt, specifying the reasons for the inability to perform.

The Party invoking force majeure shall endeavor, together with the other Party, to find ways to remedy the situation or limit its harmful consequences. To this end, the Parties agree to meet as soon as possible to define, to the extent possible, the measures necessary to integrate the management of this event into Coinstancy's performance of the Services covered by this Agreement, including adjustments to the terms of performance and service level commitments resulting from this event. The Parties shall formalize these measures in writing.

Upon delivery of such notice, the performance of the defaulting Party's obligations shall be lawfully suspended retroactively from the date on which the force majeure event in question occurred and postponed for a period equal to the duration of the suspension caused by such force majeure event, unless otherwise agreed upon by the Parties.

The end of the force majeure event shall also be communicated by registered letter with acknowledgment of receipt by the Party invoking it.

However, following a period of thirty (30) days of interruption due to force majeure, either Party may choose to terminate these General Terms and Conditions and the Service Agreement by registered letter with acknowledgment of receipt sent to the other Party.

(d) LIMITATION OF LIABILITY IN THE EVENT OF LOSS OF A CRYPTO-ASSET

Coinstancy's liability for an incident affecting crypto-assets or the means of accessing them shall be assessed in accordance with Section 15.1 and applicable law. An event affecting a blockchain, a smart contract, a protocol, or a third-party service provider is not automatically considered not attributable to Coinstancy.

Coinstancy may invoke the non-attributability of an incident under the conditions provided for by applicable law, in particular when it demonstrates that the incident occurred independently of the provision of the relevant service or its activities. This assessment does not preclude an examination of Coinstancy's own breach in the selection, execution, monitoring, security, or control of a transaction or a service provider, when such an obligation rests with Coinstancy.

The classification of a service provider and the existence of a delegation of custody are determined based on the functions actually performed and applicable law. The mere designation as a platform, protocol, or infrastructure does not determine this classification.

Coinstancy shall notify the Client of material changes to the Service under the terms set forth in the Agreement. A change does not relieve Coinstancy of liability for a breach attributable to it. Market risks or events not attributable to Coinstancy remain the responsibility of Coinstancy in accordance with the Agreement, without prejudice to the Client's mandatory rights.

16. WAIVER

The fact that either Party fails to exercise any of its rights hereunder shall not constitute a waiver of such rights; such a waiver may only result from an express declaration by the Party concerned.

17. ACCOUNT CLOSURE AND OTHER CUSTOMER REQUESTS

Requests to close an account or other requests should be submitted to Coinstancy support by emailingsupport@coinstancy.com or directly through your customer portal.

Account closures will be finalized and confirmed one month after the request is submitted. In accordance with Article L. 561-12 of the Monetary and Financial Code, financial institutions (including Coinstancy) are required to retain all documents and information collected regarding their clients, including the beneficial owner, for five (5) years from the termination or cessation of the business relationship.

Any fees owed to Coinstancy must be collected and paid in full before the Customer's account is closed.

18. WARRANTY BY NON-CONSUMER CLIENTS

Except for Consumer Clients, each Party indemnifies the other Party against any and all complaints, claims, actions, and/or demands that the other Party may incur as a result of the Client's breach of any of its obligations or warranties under these Terms and Conditions.

Each Party agrees to indemnify the aggrieved Party for any damages it may suffer and to pay it all costs, expenses, and/or judgments it may incur as a result.

19. PROHIBITED CONDUCT

It is strictly prohibited to use the Site, the Services, or the Products for the following purposes:

(a) Engaging in illegal or fraudulent activities, or activities that infringe upon the rights or security of third parties;

(b) Violating public order or applicable laws and regulations;

(c) Hacking into a third party's computer system or engaging in any activity designed to harm, control, interfere with, or intercept all or part of a third party's computer system, or to violate its integrity or security;

(d) Sending unsolicited emails and/or engaging in prospecting or commercial solicitation;

(e) Manipulations intended to improve the search engine ranking of a third-party website;

(f) Assisting or encouraging, in any form or manner whatsoever, one or more of the acts and activities described above;

(g) Monetizing, selling, or granting access—in whole or in part—to the Site, the Services, and the Products, as well as to the information hosted and/or shared therein;

(h) And, more generally, any practice that misuses the Site, the Services, and the Products for purposes other than those for which they were designed.

Customers are strictly prohibited from copying and/or misusing the concept, technologies, and other elements of the Site for their own purposes or those of third parties.

The following are also strictly prohibited:

(a) Any conduct likely to interrupt, suspend, slow down, or prevent the continuity of the Services, Products, and the Coinstancy Website;

(b) Any intrusions or attempted intrusions into Coinstancy's systems;

(c) Any misuse of Coinstancy's system resources;

(d) Any actions likely to impose a disproportionate load on Coinstancy's infrastructure;

(e) Any breaches of security and authentication measures;

(f) Any acts that could infringe upon the financial, commercial, or moral rights and interests of Coinstancy or its Customers;

(g) And finally, more generally, any breach of these Terms and Conditions.

20. SANCTIONS FOR BREACHES

In the event of a breach of any provision of these Terms of Service or, more generally, a violation of applicable laws and regulations by a Customer, Coinstancy reserves the right to take any appropriate action, including, but not limited to:

(a) Suspend or terminate access to the Services and Products;

(b) Close the Customer's account;

(c) Notify any relevant authority;

(d) Initiate legal proceedings.

21. PROCEDURE FOR REPORTING AND FLAGGING ABUSE

You are encouraged to report to Coinstancy any fraudulent use or attempted fraudulent use of your account, the Site, and/or the Products offered of which you become aware, including any message whose content violates the prohibitions set forth in these Terms of Service and, more generally, any applicable legal provisions.

If you believe that your account or security information has been compromised, or if you become aware of any fraud, attempted fraud, or any other security incident—including a cyberattack—you must notify Coinstancy as soon as possible by email atsupport@coinstancy.com and continue to provide accurate and up-to-date information throughout the duration of the security breach. You must take all measures reasonably required by Coinstancy to mitigate, manage, or report any security breach. Failure by the Customer to cooperate promptly may be taken into account by Coinstancy in determining the appropriate resolution of the matter.

If you believe that a right you hold has been infringed on the Site, you may report it to Coinstancy in accordance with Article 6-1-5 of Law No. 2004-575 of June 21, 2004, by email atcompliance@coinstancy.com or by certified mail with return receipt requested, specifying the following information:

(a) If you are an individual: last name, first name, date of birth, nationality, address, occupation; if you are a legal entity: legal form, corporate name, registered office, legally authorized representative;

(b) A detailed description of the disputed content and the specific URL where it is located on the Site;

(c) The reasons why this content must be removed, citing the applicable legal provisions.

22. ADVERTISING

Coinstancy reserves the right to include on any page of the Site and in any communication to Customers any advertising or promotional message in a form and under conditions to be determined solely by Coinstancy.

23. INTELLECTUAL PROPERTY

These Terms and Conditions and Privacy Policy shall in no event be construed as conferring upon the Parties any intellectual property rights, title, or license to the Information made available to them hereunder.

All software, designs, text, images, sound recordings, animations, trademarks (including the name “Coinstancy” and the Coinstancy logo), and other works included in the services are protected by intellectual property rights and belong to Coinstancy. These rights are reserved, and no ownership rights will be transferred to the Customer or to third parties.

The Website is the exclusive property of Coinstancy, which therefore holds all intellectual property rights pertaining thereto. Consequently, its content may not be modified, copied, distributed, reproduced, downloaded, displayed, published, transmitted, or sold in any form or by any means whatsoever, in whole or in part, without the prior written consent of Coinstancy.

All trademarks, patents, registered designs, and copyrights associated with the Products provided or accessible via the Site, as well as all other intellectual property rights and database rights relating to Coinstancy, remain the full and exclusive property of Coinstancy.

If, under these Terms of Service, the Customer engages in conduct that may infringe upon the aforementioned rights, Coinstancy reserves the right to take all appropriate measures to put an end to such violations. Coinstancy also reserves the right to suspend or terminate the Customer's registration on the Site or to block the Customer's access.

Reproduction of documents provided as part of the service is authorized solely for informational purposes and strictly for personal and private use.

If the Customer becomes aware of a violation of the aforementioned rights, they are requested to report such conduct by contacting Coinstancy atcompliance@coinstancy.com
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24. FOLLOW-UP CLAUSE - ASSIGNMENT

The Contract, in whole or in part, may not be assigned or transferred by either Party without the prior written consent of the other Party.

Coinstancy may subcontract all or part of the performance of the Agreement to a third party, subject to the Client's prior consent.

25. TERMINATION

Either Party may terminate the Agreement in the event of a material breach by the other Party, notified by certified mail with return receipt requested, which has not been remedied within thirty (30) days following receipt of said notice.

Termination of the Contract shall not affect the Client's rights to their crypto-assets, the amounts to be returned to them, or the returns definitively accrued in accordance with the terms of the subscribed offer. Coinstancy will arrange for the return or transfer of the assets and net amounts available after the positions have been closed out, subject to the required instructions, ongoing transactions, security and compliance checks, asset freezes, and any applicable technical or legal constraints.

Fees corresponding to services actually rendered and third-party costs remain due only to the extent that they are provided for in a legally enforceable contract, are lawful, and comply with the terms of the relevant offer. Articles 42 and 56 remain applicable to Coinstancy Pro and Coinstancy Link. Termination does not permit the confiscation of the Client's assets or their treatment as remuneration for Coinstancy. The effects of termination for non-performance remain subject to applicable mandatory provisions.

Furthermore, either Party may terminate the Contract as of right, under the conditions set forth in Articles L.620-1 et seq. of the Commercial Code, in the event of the Client's dissolution, voluntary or involuntary transfer of the Client's business, or cessation of business operations, as well as in the event of liquidation or judicial reorganization and express or implied waiver of the continuation of this Agreement by the Administrator or the Liquidator, and in accordance with the applicable legal provisions in French Polynesia for Polynesian clients.

By mutual agreement, the Parties waive the application of Article 1222 of the Civil Code.

26. THIRD-PARTY LINKS AND WEBSITES

Coinstancy shall in no event be held liable for the technical availability of websites or mobile applications operated by third parties (including any of its partners) that the Customer may access through the website.

Coinstancy assumes no responsibility for the content, advertisements, Products, and/or Services available on such third-party websites and mobile applications, which, it should be noted, are governed by their own terms of use.

Coinstancy is also not liable for transactions between the Customer and any advertiser, professional, or merchant (including any of its partners) to whom the Customer may be directed through the Site, and under no circumstances shall it be a party to any disputes whatsoever with such third parties concerning, in particular, the delivery of Products and/or Services, warranties, representations, and any other obligations to which such third parties are subject.

27. LANGUAGE

These General Terms and Conditions and Special Terms and Conditions, including Parts V (Coinstancy Pro) and VI (Coinstancy Link), are written in French. An English version is available. Translations are provided for informational purposes only and are not legally binding. In the event of any discrepancy, ambiguity, or contradiction, the French version shall prevail.

28. SEVERABILITY

If any provision of this agreement is invalid, the provision in question shall not be enforced due to its invalidity, but the other provisions of the agreement shall remain in full force and effect.

29. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by French law, subject to the specific provisions of French Polynesia applicable to the relationship and the mandatory rules from which the Customer benefits under applicable law. This choice of law does not deprive a Consumer Customer of the protection afforded by mandatory provisions that cannot be waived by agreement.

The Customer may submit a complaint tosupport@coinstancy.com in accordance with Article 11. The Parties may seek an amicable resolution. This process does not preclude urgent, protective, or provisional measures, nor does it preclude the exercise of remedies provided for by applicable law.

When a mediation mechanism is applicable, the Customer may refer the matter to the mediator with jurisdiction in accordance with the admissibility requirements of that mechanism. Coinstancy discloses its identity, contact information, and the procedures for filing a complaint in the pre-contractual information and materials required by law, as well as in its final response to the complaint. The mediator of the Autorité des marchés financiers may only be contacted if the dispute actually falls within its jurisdiction. No mediation is imposed on the Customer as a prerequisite for legal action when applicable law does not permit it.

In the absence of an amicable resolution, the dispute shall be brought before the competent courts in accordance with the applicable rules of subject-matter, territorial, and international jurisdiction. No provision herein shall override mandatory rules of jurisdiction, particularly those protecting consumers. A jurisdiction agreement between Coinstancy and a Professional Client or a Partner is applicable only if it is expressly agreed upon and valid under applicable law.

30. MISCELLANEOUS PROVISIONS

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall nevertheless remain in full force and effect, and the Parties shall consult in good faith to agree upon the necessary amendments so that each Party is placed in an economic position comparable to that which would have resulted from the application of the invalid provision.

Interpretation

The section headings contained in this Agreement shall in no way be construed as defining, modifying, limiting, or expanding the scope or extent of the provisions of this Agreement.

Any forbearance with respect to the respective obligations of the Parties shall not be construed as a waiver of any right nor shall it have any legal effect.

Waiver

A delay or failure by either Party to enforce any provision of this Agreement, or the partial exercise of any right under this Agreement by either Party, shall not be deemed a waiver of that Party's rights. No waiver shall be effective unless it is in writing and signed by a duly authorized representative of the waiving Party.

Severability and Amendments

The Parties have read and understood this Agreement. It sets forth the entire intent of the Parties regarding its subject matter and supersedes and replaces any prior agreement, whether written or oral, including (but not limited to) any representations, understandings, and any other correspondence sent directly or indirectly by either Party.

Amendments to the Agreement shall be made in accordance with Part II, Article 2, and the specific provisions of the relevant offer. Any amendment to a specific commitment that requires the consent of the Parties shall be formalized by a written amendment, a traceable electronic acceptance, or any other written document expressly accepted by the Parties, subject to applicable mandatory requirements. The rules governing the express and written acceptance of Pro and Link fees cannot be waived by continued use alone.

Adjustment

If, due to a change in circumstances that could not have been foreseen at the time the Contract was signed, the economic basis of the Contract or, more generally, the contractual balance it establishes between the Parties is altered to the point of rendering its performance detrimental to either Party, the Party affected by such change shall have the right to request the other Party (for the sole purposes of this Article, "the Request ") to determine, by mutual agreement, in a spirit of mutual understanding and fairness, the most appropriate solution to remedy the observed imbalance, by amending certain contractual provisions if necessary.

If the Parties are unable, within thirty (30) calendar days from the Request, to reach an amicable solution that would restore the contractual balance between the Parties, they shall then have the option to:

(i) jointly appoint a third party to assist them in finding an amicable solution; or

(ii) jointly decide to terminate the Contract; or

(iii) request, by mutual agreement, that a judge amend the Contract.

If no agreement is reached between the Parties within three (3) months from the date of the Request, the court may, at the request of either Party, amend the Contract or order its termination.

Calculation of Time Limits

Time periods are calculated according to the unit and terms expressly specified in the relevant clause. A calendar hour and a calendar day include weekends and holidays. The forty-eight (48)-hour Savings settlement periods are expressed in calendar hours. When a time period is expressly specified in business days, only business days are counted. In the absence of further specification, a time limit expressed in days is counted in calendar days, subject to any mandatory rule to the contrary. A suspension does not automatically alter these units or the rules governing the return of assets.

Notices and Other Communications

Notices, authorizations, and requests relating to the Agreement must be made in writing, unless another form is required by law or provided for in these Terms. Coinstancy sends its notices to the email address provided by the Customer or, where applicable and in accordance with applicable requirements, through the Customer's account dashboard. Coinstancy retains dated proof of the content and of the sending or making available of its notices. The Customer shall send its notices tosupport@coinstancy.com or to the mailing address specified in Article 11. Requests regarding the exercise of rights over personal data may be sent tocompliance@coinstancy.com . Notices intended for a Partner shall be sent to the contact information or via the channel specified in its Purchase Order. Each Party shall keep its contact information up to date. The timeframes and effects of notifications are determined by the relevant clause and applicable mandatory rules. Where a durable medium or express acceptance is required, the mere posting of information online does not constitute a substitute for such a medium or acceptance.

Provisions Specific to French Polynesia:

For customers located in French Polynesia, these Terms and Conditions are supplemented by the legal provisions specific to French Polynesia that are exclusively applicable in French Polynesia, particularly with regard to commercial, financial, and consumer law. In the event of a conflict between these Terms and Conditions and the legal provisions of French Polynesia, only provisions of public policy and mandatory law shall take precedence over these Terms and Conditions.

31. PRIORITY

The general or specific terms and conditions of a Client or Partner apply only if Coinstancy has expressly accepted them. In the event of a conflict between the documents comprising the Contract, the order of priority is as defined in Article 33(E). A

document entered into with a Partner may not limit the contractual or mandatory rights of an End User who is not a party to it.

32. COMBATING ILLEGAL LABOR

Coinstancy must manage its contractors in a professional manner consistent with professional ethics and in compliance with the Labor Code.

Coinstancy alone assumes, vis-à-vis public authorities, the responsibilities arising from its own activities, those of its employees, and the performance of the Services, in accordance with applicable laws and regulations.

To this end, Coinstancy shall file all declarations required by applicable laws and regulations concerning its business activities—specifically those relating to the Services—and shall pay, without limitation, within the required timeframes, all social security contributions, various taxes and duties within the required timeframes, and, in general, take all necessary steps to comply with legal requirements, particularly with regard to labor law, social security, occupational health, and tax law.

Furthermore, Coinstancy certifies, in particular, that it complies with the provisions of Law No. 91-1383 of December 31, 1991, concerning the suppression of illegal employment as well as the illegal entry and residence of foreign nationals in France, and Law No. 2004-810 of August 13, 2004, concerning health insurance. Coinstancy shall take all necessary measures to ensure, under its own responsibility, the medical supervision of its staff, in accordance with Articles L. 4621-1 and L. 4622-1 through L. 4622-6 of the Labor Code. Coinstancy indemnifies the Client against any potential claims, in particular those arising from its own actions.

The Service Provider shall pay its staff in full and shall pay all social security contributions and other charges for which it is liable in its capacity as an employer.

V. SPECIAL TERMS AND CONDITIONS FOR STANDARD OFFERS

1. SCOPE OF APPLICATION AND INTERPRETATION

(a) The purpose of these Special Terms and Conditions is to define the specific terms and conditions of use, as well as the rights and obligations of Clients in connection with their subscription to the Services.

(b) The applicable Special Terms and Conditions take effect on the date specified upon their acceptance or, in the case of an amendment to a current Contract, on the date on which such amendment becomes enforceable in accordance with Part II, Article 2. Their mere publication online does not replace prior notice or acceptance when such acceptance is required.

(c) Subscribing to a Service implies the Customer's express acceptance of the Special Terms applicable to that Service, in accordance with the acceptance procedure provided on the Platform. The version accepted by the Customer is retained and archived by Coinstancy on a reliable and durable medium.

(d) The Customer's acceptance of the Special Terms as described above, as well as the version of the Special Terms accepted upon subscribing to the Services, are stored and archived in the computer systems in a tamper-proof, secure, and reliable manner.

(e) In the event of a conflict, the provisions of the Purchase Order that expressly deviate from these terms shall prevail for the Service in question, followed by the Special Terms specific to the subscribed offer, then these Special Terms for standard offers, and finally the General Terms and Conditions. The Product Documentation specifies the operational and pricing parameters without being able to reduce the Client's mandatory rights or contradict a higher-ranking contractual provision.

2. SERVICES

(a) USE OF CRYPTO-ASSETS

As part of the crypto-asset custody service offered by Coinstancy, the crypto-assets held on the Client's behalf are not used, transferred, allocated, converted, or committed to a strategy, unless expressly instructed, authorized, or mandated by the Client as part of a subscribed service and in accordance with these Terms, the applicable Special Terms, and the corresponding product documentation.

(b) CUSTODY OF DIGITAL ASSETS

The deposit of crypto-assets by the Client necessarily entails the custody of said crypto-assets by Coinstancy.

Custody is governed by the provisions set forth in Section 9.1(a) of these General Terms and Conditions, subject to the specific terms of the subscribed service.

(c) AIRDROPS AND COINSTANCY'S OBLIGATIONS

Coinstancy Clients may be eligible for airdrops. Since airdrops are entirely at the discretion of each protocol, Coinstancy has no obligation to monitor airdrops or collect them on behalf of its Clients.

However, when Coinstancy offers to collect an airdrop on a Customer's behalf, the applicable fees are disclosed to the Customer in advance, unless such fees are already provided for in the current fee policy.

The collection of an airdrop that incurs specific fees is carried out only after the Client's express acceptance. In the absence of express acceptance within the timeframe specified by Coinstancy, Coinstancy may decide not to proceed with the collection of the airdrop in question.

The Client acknowledges that airdrops are determined at the discretion of the relevant protocols or issuers, and that Coinstancy has no obligation to track, claim, collect, or distribute an airdrop, unless expressly agreed otherwise.

For the Services listed below, Coinstancy agrees to provide the Customer with the following:

(a) When the service is available, the provision of a process enabling the Customer to acquire, transfer, or allocate the crypto-assets necessary for the subscribed Service, in accordance with the terms and conditions set forth by the Platform, the relevant third-party providers, and the applicable documentation.

(b) The provision of a crypto-asset management tool for the Customer.

The Savings Offer

As part of the Savings Offer, the Customer expressly authorizes Coinstancy, in accordance with the subscribed services and within the limits set forth in these General Terms and Conditions, the applicable Special Terms and Conditions, and the product documentation, to carry out the transactions necessary to implement the selected strategy.

These transactions may include, in particular, the conversion of crypto-assets, the transfer of crypto-assets, the allocation or deallocation of positions, as well as interaction with DeFi protocols, liquidity pools, lending protocols, vaults, or yield aggregators selected by Coinstancy.

Coinstancy acts exclusively upon the Client's instructions and/or mandate, in the Client's name and on the Client's behalf, within the limits of the subscribed strategy. This mandate does not authorize Coinstancy to use the Client's crypto-assets for its own account.

The Client is informed that implementing the strategy may require converting the crypto-asset initially allocated to the Savings offering into one or more other crypto-assets, including stablecoins, when such conversion is necessary for the execution of the selected strategy.

Stablecoins that may be used may include, subject to their internal eligibility, liquidity, risk rating, and market conditions: USDC, USDT, DAI, USDS, GHO, and any other stablecoin approved in accordance with Coinstancy's internal due diligence process.

Protocols that may be used may include, among others, Aave, Morpho, Curve, Uniswap, Beefy Finance, Compound, Pendle, MakerDAO, Sky, or any other protocol validated in accordance with Coinstancy's internal due diligence procedure.

This subsection governs exclusively the Classic Savings offering. It does not govern Coinstancy Pro or Coinstancy Link, which are subject to separate Special Terms and Conditions.

The list of eligible stablecoins, protocols, and strategies is subject to change to account for available liquidity, market conditions, identified risks, available audits, security incidents, and internal risk management decisions. The existence, rate, and scope of coverage are determined separately in accordance with the clause "Targeted Coverage of Certain Sensitive Protocols and Absence of a General Guarantee." Coinstancy's selection of a protocol does not imply that it is covered.

The target return under the Savings offering does not constitute compensation tied to the mere holding of a stablecoin. It results from the crypto strategies selected, executed, and monitored by Coinstancy as part of the service subscribed to by the Customer.

The Client acknowledges that these strategies involve specific risks, including risks related to stablecoins, DeFi protocols, smart contracts, liquidity,

oracles, bridges, third-party providers, protocol governance, and market conditions.

Coinstancy reserves the right to modify, limit, suspend, or terminate all or part of the Savings offering if its continuation requires regulatory authorization that has not been obtained, if a competent authority raises an objection, if the applicable regulatory framework changes, or if the identified risks no longer allow the strategy to be maintained under conditions consistent with the Clients' best interests.

The Crypto Basket Offering

As part of the Crypto Basket offering, the Client selects a thematic basket or an exposure strategy from among those offered by Coinstancy. The Client expressly authorizes Coinstancy, in accordance with the services subscribed to and within the limits set forth in these General Terms and Conditions, the applicable Special Terms and Conditions, and the product documentation, to carry out the transactions necessary for the implementation, monitoring, and, where applicable, rebalancing of the selected basket.

These transactions may include, in particular, the conversion of crypto-assets, the execution of swaps, the transfer of crypto-assets, the allocation or reallocation among different crypto-assets, as well as the use of decentralized exchange protocols, liquidity aggregators, or execution infrastructures selected by Coinstancy.

Coinstancy acts exclusively upon the Client's instructions and/or mandate, in the Client's name and on the Client's behalf, within the limits of the selected portfolio and the subscribed services. This mandate does not authorize Coinstancy to use the Client's crypto-assets for its own account.

The execution infrastructures that may be used may include, among others, CoWSwap, 1inch, Velora, or any other exchange, aggregation, or execution infrastructure validated in accordance with Coinstancy's internal procedures.

The Client is informed that the implementation of a crypto basket may require the conversion of the subscription crypto-asset—including a stablecoin—into one or more crypto-assets comprising the selected basket. These conversions are carried out to execute the strategy chosen by the Client and, where applicable, to perform the rebalancing specified in the product documentation.

The crypto-assets that may be included in the baskets may include, subject to their internal eligibility, liquidity, risk rating, and market conditions: ETH, BTC, POL, LINK, AAVE, MANA, SAND, RNDR, UNI, 1INCH, CRV, SUSHI, BAL, SNX, PSP, LDO, COMP, MKR, GRT, FXS, SOL,
ENA, or any other crypto-asset approved in accordance with Coinstancy's internal selection procedure.

The list of crypto-assets, baskets, execution infrastructures, and rebalancing rules is subject to change to account for available liquidity, market conditions, identified risks, technical constraints, security incidents, regulatory developments, and internal risk management decisions.

The Client acknowledges that the Crypto Basket offering involves specific risks, including market risk, volatility risk, capital loss risk, liquidity risk, execution risk, smart contract risk, bridge risk, oracle risk, third-party provider risk, protocol governance risk, and market conditions risk. The value of a Crypto Basket may rise or fall.

The rules governing composition, weighting, and, where applicable, rebalancing for each Crypto Basket are specified in the corresponding Product Documentation. The Client selects the Crypto Basket after reviewing this information and authorizes the transactions described within the limits of the subscribed Service. The regulatory classification of these transactions and any required authorizations are assessed based on the functions actually performed in accordance with the Preamble. No scope of intervention may exceed the accepted mandate or legally authorized functions.

Regulatory Status, Territorial Scope, and Reverse Solicitation

As of the date of this update to these Terms, Coinstancy has not yet obtained authorization as a crypto-asset service provider under the MiCA regulation.

Coinstancy is a company established in French Polynesia. The services offered by Coinstancy are provided in territories where their provision is authorized or is not subject to specific prior authorization, subject to compliance with applicable local laws, regulations, and requirements.

Coinstancy is preparing its organizational structure, internal procedures, contractual documentation, and control mechanisms in anticipation of a potential application for authorization or any other approval that may be required to provide certain services in certain jurisdictions, particularly within the European Union.

Obtaining a license, authorization, or regulatory approval cannot be guaranteed. Failure to obtain a MiCA license, its denial, revocation, suspension, restriction, or any change in the applicable regulatory framework may lead Coinstancy to modify, limit, suspend, or cease all or part of its services for certain Clients, in certain jurisdictions, certain crypto-assets, or certain offerings, without this necessarily implying the general cessation of Coinstancy’s business in other jurisdictions where it remains authorized or permissible.

Coinstancy’s services are not intended to be actively marketed to persons established or located in the European Union when such

marketing would require a license, authorization, or prior notification that Coinstancy does not hold.

When a Customer established or located in the European Union solicits a Service on their own exclusive initiative, Coinstancy reviews the actual circumstances of such a request and the conditions of any applicable exception before agreeing to enter into a business relationship. A statement by the Customer, a checkbox, or a contractual provision is not sufficient to establish this exclusive initiative when a solicitation has been made by Coinstancy or on its behalf.

This review takes into account, in particular, communications, advertisements, recommendations, redirects, and actions by Partners or other third parties that may constitute a solicitation on behalf of Coinstancy. A Partner's acceptance of a Client does not constitute authorization to provide Link to that End User. No Partner may promote or distribute Link in a jurisdiction where the regulatory requirements for the Service or its distribution channel are not met.

Coinstancy retains the relevant elements of the analysis and may refuse, limit, or suspend the distribution process when it cannot determine that the applicable conditions have been met. This exception does not constitute a general authorization to market or subsequently offer new services.

The Client acknowledges that access to services may be denied, limited, suspended, or terminated when Coinstancy determines that providing the service in the relevant territory poses a regulatory, legal, operational, or compliance risk, or when a competent authority raises an objection, imposes a restriction, or issues a request affecting the service in question.

In the event of a modification, limitation, suspension, or termination of a service for regulatory or territorial reasons, Coinstancy will take reasonable measures to notify the affected Clients and, where possible, arrange for the return, transfer, conversion, or closure of the relevant positions, in compliance with obligations regarding security, compliance, anti-money laundering and counter-terrorism financing, asset freezing, and client protection.

Existing Customers will be notified of this update via email on October 1, 2026. The amended version takes effect on October 13, 2026.

VI. SPECIAL TERMS AND CONDITIONS OF COINSTANCY PRO

1. PURPOSE AND SCOPE

These Special Terms and Conditions govern Coinstancy Pro, a professional stablecoin yield strategy offering designed for corporate cash management. They supplement the General Terms and Conditions and take precedence over the Special Terms and Conditions of standard offerings in the event of any conflict.

Coinstancy Pro is reserved for legal entities and professional entrepreneurs acting exclusively for the purposes of their business. Consumers are expressly excluded. The Client represents that it has the necessary authority, internal governance, expertise, and financial capacity to subscribe to the Service and to bear the risk of partial or total loss.

2. ELIGIBILITY AND VERIFICATIONS

Access to Coinstancy Pro is subject to the validation of the KYB, the identification of beneficial owners and Authorized Representatives, sanctions and anti-money laundering and counter-terrorism financing checks, as well as the provision of any information reasonably requested regarding the source of funds, the purpose of the relationship, and the Client's circumstances.

Coinstancy may refuse, delay, limit, suspend, or terminate the Service if the application is incomplete, inconsistent, or outdated; if a compliance or security risk is identified; or if required by regulation or a competent authority.

3. ELIGIBLE ASSETS AND USD FLOWS

The assets eligible for Coinstancy Pro are USDC and, when the option is available, USD intended for conversion to USDC. Deposits and withdrawals in USDC are made on the networks specifically enabled in Coinstancy's online documentation, which correspond to the networks supported for other Coinstancy Customers. No other assets or networks are accepted without prior confirmation from Coinstancy.

When a Customer wishes to convert USD to USDC, they open an account directly with Next Generation SAS, operating under the NGPES brand, and enter into a separate agreement with that service provider. Coinstancy may put the Customer in contact with NGPES, without guaranteeing NGPES's acceptance, the availability of a service, a processing time, an exchange rate, or a conversion result.

Coinstancy does not receive USD from the Customer, does not open or manage any NGPES account or subaccount on the Customer's behalf, does not issue conversion instructions, and is not a party to the payment, fund receipt, or USD/USDC conversion service. The applicable terms, controls, fees, exchange rates, processing times, and risks are governed by the direct relationship

between the Client and NGPES. The Client then transfers the USDC obtained to Coinstancy via an eligible network, in accordance with the terms and conditions applicable to USDC deposits.

4. MANDATE AND IMPLEMENTATION OF THE STRATEGY

The Client authorizes Coinstancy to hold eligible assets in shared addresses and to carry out, in the name and on behalf of the Client, the transactions necessary for the accepted Pro strategy, including authorized conversions, transfers, allocations, deallocations, and interactions with DeFi protocols, vaults, pools, or aggregators selected in accordance with the internal risk management procedure.

Coinstancy may not use the Client's assets for its own account. Although held in shared addresses, each Client's assets, positions, returns, and transactions are recorded in an individualized internal ledger and reconciled with the relevant technical records.

Coinstancy may modify an allocation or withdraw assets from a protocol to protect Clients, respond to a decline in liquidity, an incident, a change in risk, the unavailability of a hedge, or a regulatory requirement. This discretion does not constitute a guarantee against losses.

5. RETURN AND RATE SCHEDULE

The APY displayed for Coinstancy Pro is a contractually fixed annualized rate for the selected option, subject to the force majeure clause below. The return is calculated and displayed daily. For a locked-in option, the returns displayed during the term are neither definitively vested nor separately withdrawable prior to maturity. They become definitively vested only at the end of the term and may be canceled in full in the event of early withdrawal in accordance with Article 40. The Order Form and the interface specify the applicable term, the basis of calculation, and the capitalization conditions.

The currently applicable fee schedule, excluding any previous introductory offers, is as follows:

Condition	Advertised APY
No lock-in period	6% APY
Three-month lock-in period	6.25% APY
Six-month lock-in	6.40% APY
Nine-month lock-in period	6.55% APY
12-month lock-in period	6.75% APY

The rate schedule becomes binding only after it is displayed and accepted in the Order Form or on the interface. The applicable fixed rate begins at the time the funds are allocated

to the strategy. The document accepted by the Client specifies the applicable rate, its start date, its maturity date, and the chosen lock-in option. The previous introductory offer of 7% APY for the first six months is no longer applicable.

The accepted rate is maintained throughout the lock-up period. Coinstancy may modify it during this period only if a legal, regulatory, or material impediment prevents the strategy from continuing under the agreed-upon terms. In such a case, Coinstancy will notify the Client as soon as reasonably possible, explain the nature of the impediment, and may, to the extent strictly necessary, suspend, adjust, or terminate the strategy. The consequences for the rate, conditional returns, availability of funds, and repayment are communicated to the Client and remain subject to applicable mandatory provisions.

The return results from strategies involving crypto-assets and does not constitute interest on a bank deposit. The fixed rate constitutes a contractual commitment to provide a return within the limits of the agreed-upon period and conditions, subject to the force majeure clause set forth in Article 39. It constitutes neither a guarantee of liquidity nor a guarantee of repayment of the principal's face value.

6. LOCK-UP PERIODS AND EARLY REDEMPTION

The Client may choose, when available, either an option with no lock-up period or a lock-up period of three, six, nine, or twelve months. The lock-up period begins at the time of the actual allocation to the strategy. Upon maturity, the funds remain automatically invested at the same rate, become freely withdrawable, and are not subject to a new lock-up period without the Client's instruction or consent. Any subsequent change in the rate applicable to funds that are no longer locked up is communicated to the Client before it takes effect, in accordance with the Agreement. The start date, maturity date, and applicable rate are displayed prior to confirmation.

During a lock-up period, the Client may request an early withdrawal, except in documented exceptional cases that temporarily render the deallocation impossible or unlawful. Coinstancy deallocates the position and returns the net capital balance displayed to the Client, adjusted to the amount actually available after settlement. All returns calculated, displayed, or accrued for the interrupted lock-up period are canceled. Coinstancy does not charge any additional fees or costs, unless subsequent pricing is expressly accepted in writing by the Client prior to its application.

The return of the displayed capital balance does not constitute a guarantee of its initial face value. Any loss already reflected in the balance or realized upon the settlement of an asset, protocol, strategy, or infrastructure remains the responsibility of the Client, unless attributable to a breach by Coinstancy or a mandatory provision to the contrary.

7. WITHDRAWALS AND TARGET TIMEFRAME

For Coinstancy Pro, the settlement of a complete, authenticated, and compliant withdrawal request involving available assets normally takes place within up to forty-eight (48) calendar hours from the time of its receipt by Coinstancy. This timeframe includes, where applicable, the deallocation and settlement by Coinstancy. It does not guarantee the final receipt time imposed by a blockchain, a bank, or a third-party service provider that the Customer uses separately.

The timeframe begins when Coinstancy receives a complete and authenticated instruction containing all necessary information and supporting documents. It may be exceeded when additional verification regarding security, compliance, identity, or the origin of funds is required, as well as in the event of a contractual blockage, early withdrawal, an incomplete instruction, a lack of liquidity, an ongoing deallocation, congestion, a technical incident, the unavailability of a protocol or service provider, a freeze order, a request from an authority, or force majeure.

Coinstancy will notify the Client of any significant delay and its estimated duration whenever it is legally and reasonably able to do so.

8. FEES, TAXATION, AND NET PERFORMANCE

As of the date of acceptance, Coinstancy does not charge the Client any fees for Coinstancy Pro, including network fees, early withdrawal fees, recovery fees, or hedging fees. Coinstancy's pricing may only be introduced or modified after prior notification and the Client's express written consent prior to its implementation. Fees that a third-party service provider, notably NGPES, charges the Client directly under a separate contractual relationship are not fees charged by Coinstancy and are governed by that provider's terms and conditions. The cost of Hedging remains entirely borne by Coinstancy. The reported performance is net of Coinstancy's service fees, unless clearly stated otherwise and expressly agreed to in writing.

The Client is solely responsible for its accounting, tax, and cash management obligations. Coinstancy does not provide tax or accounting advice.

9. HEDGING AND RISKS

All Coinstancy Pro strategies are subject to the hedging policy defined in the clause "Targeted Hedging of Certain Sensitive Protocols and Absence of a General Guarantee." Only exposures to Sensitive Protocols for which Coinstancy decides to acquire available hedging may be hedged. Subscribing to Coinstancy Pro does not entail automatic hedging of all assets, positions, or protocols.

The Customer acknowledges, in particular, the risks of capital loss, stablecoin de-pegging, smart contracts, protocols, oracles, bridges, governance, liquidity, execution, third-party service providers, regulation, and cybersecurity.

10. SUSPENSION, TERMINATION, AND REFUND

Coinstancy may suspend a new allocation, deallocate a position, or terminate Coinstancy Pro for reasons of security, compliance, regulation, liquidity, a protocol incident, the unavailability of an asset, or a risk incompatible with the Clients' interests.

In the event of termination, Coinstancy will arrange for the refund or transfer of the net amount available after positions have been closed out, subject to pending transactions, audits, freeze orders, applicable fees, and external constraints. The provisions regarding losses and the absence of guarantees remain applicable.

VII. SPECIAL TERMS AND CONDITIONS FOR COINSTANCY LINK

1. PURPOSE AND SCOPE

Coinstancy Link is a yield strategy infrastructure for USDC integrated into a Partner's interface. Depending on the scope of the subscription, the Service may include deposit and withdrawal processes, asset custody, allocation to authorized strategies, record-keeping, the provision of balance and transaction data via API, as well as reporting functions.

These Special Terms and Conditions supplement the General Terms and Conditions. Coinstancy Link is based on the direct contractual model defined in Article 46. The Purchase Order entered into with the Partner specifies the activated modules, territories, networks, service levels, rates, fees, revenue-sharing terms, and any express exceptions.

2. CONTRACTUAL MODEL AND OWNERSHIP OF ASSETS

Coinstancy Link is based exclusively on a direct model between Coinstancy and each End User.

Prior to any deposit, each End User receives and accepts all applicable Coinstancy General Terms and Conditions and Special Terms and Conditions, as well as the Partner's terms and conditions, satisfies the required due diligence checks, and becomes a direct client of Coinstancy.

Coinstancy holds Link assets in an aggregated account specific to each Partner and maintains in its records an individualized sub-ledger of each End User's assets, balances, returns, transactions, and obligations. The technical aggregation of assets does not alter either their economic ownership—which remains with each End User—or the direct contractual relationship between Coinstancy and the End User.

The Partner enters into a separate Purchase Order with Coinstancy regarding access to the embedded infrastructure, service levels, and revenue sharing. This B2B contract does not confer any ownership rights over the End Users' assets.

The Partner may not present the End Users' assets as belonging to it, pledge them as collateral, reuse them, set them off against its own claims, dispose of them outside of authorized instructions, or cancel a withdrawal instruction already received by Coinstancy.

3. ROLES OF THE PARTIES

The Partner is responsible for its interface, its business relationship with End Users, the accuracy of its communications, obtaining the

required consents, transmitting authorized instructions and data, ensuring the security of its systems, and complying with laws applicable to its business.

Coinstancy is responsible for the functions it performs under the Purchase Order, including the technical receipt of eligible assets, their custody when provided, the execution of authorized allocations and deallocations, the maintenance of its records, and the transmission of available balance data.

Neither Party may bind the other, make a statement on its behalf, or present itself as its agent, regulated distributor, representative, or joint contractor in the absence of a separate and legally valid written authorization.

4. INTEGRATION AND COMMISSIONING

Integration may be scheduled with a target timeline of three weeks from the full delivery of the necessary specifications and access, subject to security, compliance, branding, and data protection validations, as well as the availability of the Parties' teams. This target does not constitute a firm deadline. Dates, dependencies, and any binding commitments are defined in the Purchase Order or in a project plan accepted by the Parties.

Production deployment will occur only after validation of the agreed-upon tests, consent workflows, reconciliation, opt-outs, access controls, incident management, and the rollback plan. A firm deadline or penalties apply only if they are expressly stated in the Purchase Order or a signed project plan.

5. APIs AND TECHNICAL SECURITY

Coinstancy grants the Partner, for the term of the Agreement, a limited, non-exclusive, non-transferable, and revocable right to use the Link APIs to provide the authorized Service. The Partner shall comply with the technical documentation, throughput limits, authentication mechanisms, security rules, and usage restrictions provided by Coinstancy.

API keys, tokens, and secrets are confidential. The Partner shall store them in accordance with state-of-the-art practices, limit access permissions, log access, apply the principle of least privilege, and notify Coinstancy without undue delay of any incident or suspected compromise.

Coinstancy may upgrade or deprecate an API version after reasonable notice, except in the case of urgent security, compliance, or availability fixes. Integration features and service levels regarding availability, support, maintenance, recovery, and response times are available and defined on a case-by-case basis in the Purchase Order, the technical documentation, or a signed service level agreement.

6. KYC, KYB, SANCTIONS, AND MONITORING

The Partner retains its existing KYC process and performs the checks for which it is responsible. The Partner shall securely transmit to Coinstancy all information and supporting documents necessary for establishing and maintaining the business relationship, including identity and contact information, date and place of birth, proof of identity and address, beneficial owners, authorized representatives, source of funds, KYC results and documents, wallet addresses, transaction history, sanctions checks, and information necessary for combating money laundering and terrorist financing.

Delegating a step to the Partner does not relieve Coinstancy of its own obligations or of its right to conduct independent checks, request supporting documents, refuse an End User or a transaction, suspend a withdrawal, freeze assets, or terminate the Service when required by law, an authority, or its risk policy.

The Partner guarantees the accuracy, timeliness, and traceability of the information provided. The Partner retains evidence and logs for the applicable legal retention period and provides them to Coinstancy or a competent authority when required.

7. ELIGIBLE DEPOSITS AND NETWORKS

Coinstancy Link accepts only USDC on the networks expressly enabled in the Purchase Order or Coinstancy's online documentation. These networks correspond to the eight networks currently supported for Coinstancy Clients and are subject to change. The Partner must display the network, asset, destination address, required confirmations, fees, and warnings prior to validation.

A deposit made in a different asset, on a different network, via an unauthorized bridge, or to an incorrect address may be irrecoverable. Coinstancy is not obligated to handle an unsupported asset or network. It may accept a recovery attempt, subject to any fees expressly agreed to in writing by the person concerned prior to the intervention, in accordance with Article 56.

Coinstancy may add, limit, suspend, or remove a network for reasons of security, liquidity, compliance, regulation, or maintenance. The Partner shall promptly reflect the applicable information and restrictions in its interface.

8. ALLOCATION, PARTNER RETURN, AND REVENUE

Each End User expressly authorizes Coinstancy, as part of the subscription process and within the limits of the accepted Service, to hold their USDC and to carry out the

transactions necessary for the subscribed Link strategy, including authorized allocations, deallocations, and conversions. Coinstancy retains evidence of this authorization in accordance with Section 58.

The Purchase Order entered into with the Partner defines the infrastructure's functions and the scope of the available strategies. It does not replace the End User's instructions or mandate and does not authorize the Partner to use the End User's assets for its own account. Coinstancy may modify an allocation within the limits of the accepted mandate to manage risk, preserve liquidity, respond to an incident, or comply with a legal requirement.

The Partner Rate is the annual rate displayed or agreed upon for the Partner before deducting the return that the Partner chooses to pass on to End Users, unless otherwise defined in the Purchase Order. The benchmark Partner Rate is set at 7% APY and remains applicable until it is adjusted in accordance with this section. Coinstancy may modify this rate for all outstanding balances, including those already allocated, after the expiration of the notice period specified in the Purchase Order or communicated to the Partner. The new rate may not take effect until the notice period has expired. The applicable rate, its calculation basis, its terms and conditions, and its effective date are set forth in the Purchase Order, the interface, or the notification sent to the Partner.

The Partner may determine the return presented to End Users only within the limits of the Purchase Order entered into with Coinstancy and applicable regulations. The Partner shall inform each End User of the rate applicable to them and any associated fees, as well as the risks and legally required information. Unless otherwise required by law, the Partner is not required to disclose the Partner rate or the amount of compensation agreed upon between Coinstancy and the Partner.

The difference between the Partner rate and the return actually allocated to End Users constitutes a revenue share between Coinstancy and the Partner in accordance with the terms set forth in the Purchase Order. This revenue share must be lawful, transparent between the Parties, and properly documented. Coinstancy does not guarantee any minimum margin or revenue amount beyond the expressly agreed-upon commitments.

9. BALANCES, RECONCILIATION, AND REPORTING

Coinstancy provides the Partner with available balance and transaction data at the frequency and in the format specified in the Purchase Order. API data constitutes an operational report and must be reconciled against custody records and, where applicable, on-chain records.

Each Party shall perform the reconciliation checks for which it is responsible. Any discrepancies shall be reported without undue delay, documented, and corrected in accordance with the incident procedure. The Partner must not display a balance, yield, or withdrawal status that it knows to be incorrect, outdated, or unconfirmed.

10. WITHDRAWALS AND SETTLEMENT

For Coinstancy Link, settlement of a complete, authenticated, compliant withdrawal request involving available assets normally occurs within up to forty-eight (48) calendar hours from the time Coinstancy receives it directly from the End User. This timeframe includes, where applicable, deallocation and settlement by Coinstancy. It does not guarantee final receipt in the destination wallet or account.

The timeframe begins when Coinstancy receives a complete and authenticated instruction containing all required data and validations. It may be exceeded when additional verification regarding security, compliance, identity, or the origin of the funds is required, as well as in the event of an incomplete instruction, a lack of liquidity, an ongoing reallocation, an incident, congestion, unavailability of a protocol or service provider, a contractual block, a freeze order, a request from an authority, or force majeure. Once received by Coinstancy, the instruction cannot be canceled by the Partner.

The Partner shall accurately communicate to End Users the status provided by Coinstancy and shall not promise a shorter processing time, the possibility of cancellation after receipt by Coinstancy, or immediate availability without a corresponding written commitment from Coinstancy.

11. COVERAGE AND PRESENTATION TO END USERS

All strategies accessible via Coinstancy Link are subject to the coverage policy defined in the clause “Targeted Coverage of Certain Sensitive Protocols and Absence of a General Guarantee.” Only exposures to Sensitive Protocols for which Coinstancy decides to acquire available Coverage may be covered. Link does not provide automatic Coverage for all assets, protocols, users, or losses.

The Partner may not use the terms “insured,” “guaranteed,” “fully covered,” “100% covered,” or any equivalent expression. When Coverage exists, the Partner’s interface must indicate or make immediately accessible the relevant protocol, the coverage rate or amount, the period, the covered events, the main exclusions, the limits, and the absence of an automatic direct claim against OpenCover or the Coverage Provider.

The Partner shall promptly update or remove any reference to Coverage when Coinstancy notifies it of a modification, suspension, expiration, or unavailability.

12. FEES, BILLING, AND TAXATION

As of the date of acceptance, Coinstancy does not charge the Partner or End Users any fees in connection with Link, including any activation, subscription, API, transaction, network, conversion, withdrawal, support, or Coverage fees. Coinstancy's pricing may only be introduced or modified after prior notice and the express, written consent of the relevant party prior to its implementation. Fees that a Partner or third-party service provider charges directly to an End User as part of a separate relationship are not fees charged by Coinstancy and remain subject to the terms and pricing information applicable to that relationship. The cost of Coverage is borne entirely by Coinstancy. The terms for revenue sharing between Coinstancy and the Partner are defined in the Purchase Order and do not constitute a fee billed to the End User.

Each Party is responsible for its own taxes, duties, and reporting obligations. The Partner is responsible for invoicing and providing pricing information to its End Users, unless the Purchase Order expressly assigns this responsibility to Coinstancy.

13. PERSONAL DATA

Prior to going live, the Parties shall enter into a data protection agreement that identifies, for each processing activity, their roles as separate data controllers, joint controllers, or a data controller and a data processor, as well as the purposes, categories of data, legal bases, instructions, recipients, retention periods, security measures, international transfers, procedures for exercising rights, and notification obligations.

The Partner shall only transfer data that is necessary, accurate, and lawfully obtained. The Partner shall inform End Users of the transfer to Coinstancy and obtain any required consent. Coinstancy shall process the data in accordance with the role and purposes defined in the data protection agreement and with its own legal obligations. End Users may exercise their rights regarding their personal data directly with Coinstancy by writing tocompliance@coinstancy.com , without being required to first contact the Partner.

No production data may be used in a test environment without appropriate safeguards and authorization.

14. BRANDING AND USER DOCUMENTATION

Unless otherwise agreed in writing by Coinstancy, any interface featuring Link must prominently display the phrase "Powered by Coinstancy." The Partner must submit for Coinstancy's prior written approval any communication using Coinstancy's name, brand, rates, protocols, coverage, performance, or regulatory status

regulatory status. Coinstancy's approval does not transfer to the Partner responsibility for the legality and accuracy of its communication.

Prior to any deposit or instruction, the Partner must present to each End User all applicable Coinstancy General Terms and Conditions and Special Terms and Conditions, as well as its own terms, risk disclosures, the rate and fees applicable to the End User, withdrawal rules, the claims process, and information regarding personal data. The acceptance process is designed so that Coinstancy can directly retain or immediately obtain the version of the accepted terms and conditions, the End User's identity, the date, time, method of acceptance, and proof of integrity. The Partner guarantees the availability, traceability, and retention of these elements for the applicable legal period and shall promptly provide them to Coinstancy upon request.

No communication may present Link as a bank account, a guaranteed deposit, a risk-free savings account, or full coverage.

15. COMPLAINTS AND INCIDENT SUPPORT

The Partner serves as the first point of contact for End Users and acknowledges receipt of all their requests. The Partner forwards to Coinstancy, via the agreed-upon secure channel, those requests that pertain to functions operated by Coinstancy. Coinstancy provides the Partner with the second-level support necessary to handle these requests. Notwithstanding this arrangement, the End User may contact Coinstancy directly atsupport@coinstancy.com for any complaint regarding Coinstancy, security incident, blocked withdrawal, or request from an authority. Rights related to personal data may be exercised atcompliance@coinstancy.com . Contacting the Partner's support team first is not a prerequisite for exercising these rights or submitting reports.

The Parties shall notify each other without undue delay of any security incident, balance error, blocked withdrawal, protocol event, significant complaint, or request from an authority that may affect the Service. They shall coordinate communications without delaying any legally required notification.

Each Party shall maintain a record of incidents and complaints falling within its scope and shall provide the information necessary for an accurate and reasoned response.

16. COMPLIANCE AUDIT AND SUBCONTRACTORS

Each Party shall retain the evidence necessary to demonstrate the fulfillment of its obligations. Coinstancy may request from the Partner, to a reasonable and proportionate extent, the policies, reports, logs, test results, or certifications necessary to assess security, KYC, compliance, data protection, and the continuity of the Service.

Coinstancy may engage specialized service providers for storage, execution, infrastructure, compliance, conversion, payment, or Hedging. It remains responsible for its contractual obligations to the extent required by law and shall notify the Partner of the categories or material changes to service providers when required by the Agreement or applicable regulations.

17. LIABILITY

Each Party is liable for its own breaches, systems, communications, instructions, and the persons it authorizes. The Partner shall indemnify Coinstancy for the direct consequences of an unauthorized instruction, misleading user information, a failure to comply with KYC requirements for which the Partner is responsible, an unlawful transmission of data, or unauthorized use of the API. Coinstancy shall be liable for the direct consequences of a breach attributable to it in the performance of the agreed-upon functions.

No provision shall limit liability that cannot be legally excluded, particularly in cases of fraud, gross negligence, bodily injury, or breach of a mandatory obligation. Any other limitation or cap applicable between Coinstancy and the Partner must be expressly stated in the Purchase Order and shall not reduce the mandatory rights of an End User.

18. TERM, SUSPENSION, REVERSIBILITY, AND TERMINATION OF THE SERVICE

Coinstancy may suspend all or part of Link in the event of a security risk, compliance issue, regulatory concern, fraud, incident, misuse of the API, failure to pay, or material breach by the Partner. The suspension shall be limited to the extent necessary, and the Parties shall cooperate to protect assets and End Users.

Upon termination of the Agreement, the Parties shall implement a rollback plan that identifies which instructions are still accepted, the temporary maintenance of read-only access, the return or transfer of assets, communications to End Users, data export, the deletion or legally required retention of data, and the handling of pending claims.

Neither Party shall disrupt a critical workflow in an uncontrolled manner while assets or withdrawals remain in progress, except in cases where immediate action is required for security reasons, by law, by an authority, or due to force majeure.