

# User Agreement

## 1. Terms and Definitions

For the purposes of this User Agreement (hereinafter – the "Agreement"), the Company provides the following definitions for the concepts used hereinafter in the text:

**Authorization** – the actions of the User on the Platform to enter a Login and Password assigned to a specific Account into a special section of the Platform for the purpose of the User obtaining access to the Account.

**Account** – a unique record on the Platform representing a collection of information about the User obtained by the Company from the User during the Registration Procedure, providing the User with access to the **application**. Access to the Account is carried out by the User entering the Login (public part) and Password (private part) assigned to the Account on the Platform.

**Authentication** – a procedure carried out by the Company, including in an automated mode, for the purpose of ensuring that access to a particular Account is provided to the proper User as a result of Authorization. As a general rule, Authentication supplements Authorization and may be carried out through, for example, but not limited to, sending various confirmation codes, push notifications, authentication links, etc., to the User's email or mobile phone number (two-factor Authentication).

**Virtual Asset** – a set of data in electronic-digital form that has value, is a digital expression of value and/or a means of certifying property and/or non-property rights, which is created, stored, and circulated using distributed ledger technology or similar technology and is not a monetary unit (currency), a means of payment, or a security.

**Client** – a User with whom the Company, after successful completion of the Registration Procedure, has established business relations as a result of the acceptance of the Terms available on the Platform.

**Application (personal profile)** – a part of the Platform that ensures interaction between the Company and the User or Client under this Agreement and is available to the User or Client after Authorization and successful Authentication in the Account.

**Login** – a unique sequence of alphabetic (lowercase and/or uppercase) characters and/or digits possessing distinctive capacity and assigned to a specific User's Account for the purpose of their identification on the Platform, i.e., to distinguish them from other users.

**Company** – "Chain Bridge" Limited Liability Company, address: 70 Suvanberdieva St., Bishkek, Kyrgyz Republic, acting on the basis of license No. 121, series 0135 VA, dated September 13, 2024, issued by the Service for Regulation and Supervision of the Financial Market under the Ministry of Economy and Commerce of the Kyrgyz Republic.

**Password** – a unique sequence of alphabetic (lowercase and/or uppercase) characters and/or digits independently generated by the User, known exclusively to the User, and required in combination with the Login to obtain access to the Account.

**Platform** – the audiovisual (frontend) and software (backend) complex of information that provides Clients with the ability to:

- view information on prices and other terms of operations (transactions) with Virtual Assets through the use of various hardware and software tools (e.g., personal computers, smartphones, etc.);
- execute transactions with Virtual Assets (acquisition, alienation, exchange) as provided for by the Company's license.

The Platform is the intellectual property of the Company or the Company's contractors and is hosted on the Internet under the single domain name "chain-bridge" belonging to the Company at the address: <https://chain-bridge.org/>.

Furthermore, in the context of this Agreement, the Platform shall be understood as any mobile or desktop (i.e., intended for a personal computer) application that ensures the conclusion and/or execution of this Agreement.

**Initial Registration Procedure** – a specific sequence of actions provided for by the functionality of the current version of the Platform, which an individual must complete to create an Account and obtain User status.

**User** – an individual who is not a Client, for whom an Account has been created and access to the Platform has been granted on the basis of this Agreement.

**Applicable Law** – the system of sources of law (normative legal acts, legal customs (business customs), etc.) possessing legal force within the territory of the Kyrgyz Republic. The law of the Kyrgyz Republic applies to the acceptance, performance, modification, and termination of these Terms, the interpretation of their content, as well as to any requirements, counterclaims (claims), and disputes of the Parties, without regard to the principles and norms of conflict of laws or the judicial practice of their application.

**Party (Parties)** – the Company and (or) the User (depending on the actual circumstances and (or) context of this Agreement).

## 2. General Provisions

2.1. This Agreement, which constitutes a public offer in accordance with Article 386 of the Civil Code of the Kyrgyz Republic, defines: i) the conditions of access to the Platform and the scope of the right to use the Platform by any User granted access to the Platform under the terms of a non-exclusive license (paragraph 2 of part 2 of Article 1042 of the Civil Code of the Kyrgyz Republic). The subject of the license includes the current functionality of the Platform available to the User, as well as any subsequent development of the Platform and (or) the addition of new functions by the Company. ii) the rights and obligations of the Parties, including restrictions imposed on the User in connection with the User's right to access the Platform, as well as the rights to use its functionality under the terms of this Agreement; iii) the liability of the Parties and the legal consequences for Users for violation of this Agreement.

The current version of this Agreement is available on the Platform. The User is obliged to familiarize themselves with the text of this Agreement in full prior to the completion of the Initial Registration Procedure. Successful completion of the Initial Registration Procedure signifies the full and unconditional acceptance (acceptance of the offer) of this Agreement by the User and their accession to it in accordance with Article 387 of the Civil Code of the Kyrgyz Republic.

2.2. The Company has the right at any time to modify, supplement, and (or) update the text of this Agreement without special notification to the User. The modified, supplemented, and (or) updated version of this Agreement shall enter into force at the moment of its publication on the Platform, unless otherwise expressly provided for by the current (up-to-date) version of this Agreement. Access to the Platform, use of the Platform, as well as the performance of other actions on the Platform by the User, mean that the User fully accepts and undertakes to comply with the current (up-to-date) version of this Agreement without any reservations and (or) exceptions. If for any reason the User does not agree with the terms of the current (up-to-date) version of this Agreement, the User must immediately cease accessing the Platform through the Account and exclude any further use of the Platform. Furthermore, in the event of disagreement with the current (up-to-date) version of this Agreement, the User, by virtue of clause 5.1.4 of the Agreement, may notify the Company of their withdrawal from this Agreement, as a result of which the Account of said User will be blocked or deleted (at the Company's discretion).

2.3. By accepting this Agreement, the User undertakes to independently bear responsibility to third parties for their actions related to the use of the Platform, including being liable for violations of the rights and legally protected interests of third parties, as well as for violations of the provisions of the laws of the country of their stay (residency) or another country that is the center of the User's main interests, if the law of that country, regardless of the terms of this Agreement, is applicable to the User's own actions. The Company declares, and the User expresses consent, that the User's own actions include any actions of the said User after Authorization and, if applicable, Authentication in the Account, including Authorization, unless proven otherwise by the User. Furthermore, the Company is in no case liable for the actions of third parties and any consequences resulting from the actions performed by them.

### **3. Initial Registration Procedure**

3.1. Any individual who: i) has reached the age of 18 (eighteen) years; ii) is not incapacitated (or restricted in capacity) in accordance with Applicable Law, or has obtained full civil capacity before reaching the age of majority specified in this paragraph; and iii) wishes to gain access to the Platform, must successfully complete the Initial Registration Procedure.

3.2. Within the framework of the Initial Registration Procedure, the individual completes a registration (survey) form located on the Platform, indicating the desired Login and Password in the relevant fields (columns), as well as the personal data belonging to said individual that is minimally necessary for the Company (for example, an email address and/or mobile phone number).

3.3. The Initial Registration Procedure may provide for a number of measures designed to increase the User's protection against the actions of third parties not authorized by the User to create an Account on their behalf — for example, confirmation of registration by entering an alphabetic, numeric, or alphanumeric code sent to the User's email address or mobile phone number into the registration form. The choice of protective measures for their subsequent implementation into the Initial Registration Procedure is the exclusive competence of the Company.

3.4. The successful completion of the Initial Registration Procedure by an individual is confirmed by a notification addressed to said individual, originating from the Company, regarding the creation of the Account. The Company sends the notification mentioned in this paragraph to the User's email address or mobile phone number.

3.5. By accepting this Agreement, the User is notified and agrees that the registration of another (second and subsequent) Account by said User is not permitted. For the User's violation of this prohibition, the Company has the right to block the Accounts of said User and (or) otherwise restrict the User's access to the Platform or the use of its functionality.

## **4. Scope of Platform Use**

4.1. The Company provides each User with the opportunity to familiarize themselves with:

- the current functionality of the Platform, with the exception of the functionality required for the direct conclusion and (or) execution of transactions with Virtual Assets;
- information on the current rates of Virtual Assets available for acquisition, alienation, or exchange on the Platform;
- legal information.

4.2. The Company notifies that access to the functionality of the Platform that ensures the process of concluding and (or) executing transactions with Virtual Assets is provided exclusively to Users holding Client status.

## **5. Rights, Restrictions, and Obligations of the User**

5.1. A User who has accepted this Agreement has the right to: 5.1.1. Apply to the Company to obtain Client status. 5.1.2. Set or perform at any time the replacement of the current Password with another Password created by the User at their discretion, while complying with the Company's requirements for the established Password (if such requirements exist). 5.1.3. Withdraw from this Agreement and terminate access to the Platform through the Account by sending a notification to the Company at its email address for inquiries from individuals and legal entities specified on the Platform. The Account of a User who has withdrawn from this Agreement shall be subject to blocking or deletion (at the discretion of the Company). 5.1.4. Exercise other rights in accordance with the norms of Applicable Law and (or) internal documents of the Company published on the Platform regarding the subject matter of this Agreement.

5.2. A User who has accepted this Agreement does not have the right to:

5.2.1. Create Accounts while acting on behalf of third parties without their permission. 5.2.2. Obtain or attempt to obtain access by any means to the Accounts of other persons holding the status of User and (or) Client. 5.2.3. Use the Platform for the distribution of advertising materials, the placement of illegal and (or) unethical information, as well as any other information capable of directly or indirectly causing harm to the business reputation of the Company. 5.2.4. Perform any actions whatsoever aimed at disclosing or otherwise capable of violating the confidentiality of information stored on the Platform or on the server where the Platform is hosted, belonging to the Company and (or) processed by it, if said information is protected by the norms of Applicable Law and (or) internal documents of the Company. 5.2.5. Use programs, including parser bots, algorithms, and (or) methods for the unlawful collection, transfer, copying, blocking, modification, and (or) destruction of any information stored on the Platform or on the server where the Platform is hosted, belonging to the Company and (or) processed by it. 5.2.6. Copy, modify, supplement, or sell the domain name of the Platform, as well as perform any other actions capable of causing harm to the property interests and (or) business reputation of the Company, including allowing any interference with the normal operation of the Platform and (or) uploading, storing, distributing, and (or) making available to third parties malicious software using the Platform for these purposes.

### **5.3. A User who has accepted this Agreement is obliged to:**

5.3.1. Use the personal information required from the User for the Initial Registration Procedure that meets the criteria of relevance, reliability, and legality, avoiding cases of distortion and (or) any other arbitrary communication of the personal information about themselves necessary for the Company.

5.3.2. Use the Platform in full compliance with this Agreement in its current (up-to-date) version and the norms of Applicable Law.

5.3.3. Monitor any changes made to this Agreement independently and without special notification from the Company.

5.3.4. Ensure the full confidentiality of the Login and Password, in no way allowing cases of disclosure of said information to third parties.

5.3.5. Respect the property and personal non-property rights of the Company and third parties while using the Platform.

5.3.6. Inform the Company without delay of all cases known to the User of unauthorized access to the Account belonging to said User and (or) cases of violation of the confidentiality regime of the Login and Password. The Company shall, within 5 (five) business days following the day of receipt, consider the User's notification of unauthorized access to the Account and (or) violation of the confidentiality regime of the Login and Password and inform the User of the decision made by sending a legally significant message to said User's email.

5.3.7. Comply with other prohibitions and obligations in accordance with the norms of Applicable Law and (or) internal documents of the Company published on the Platform regarding the subject matter of this Agreement.

5.4. Any other rights, restrictions, and (or) obligations of the User fixed in other sections of this Agreement possess legal force for the User who has unconditionally accepted this Agreement, even if such rights, restrictions, and (or) obligations are not mentioned in this section.

## **6. Rights and Obligations of the Company**

### **6.1. The Company has the right to:**

6.1.1. Determine, at its own discretion, the content of any information posted on the Platform, including the content of legally significant documents.

6.1.2. Request from the User personal information, confirmations, permissions, and any documents and information necessary for the Company to ensure the protection of the rights and legitimate interests of the Parties and (or) third parties, or to ensure the legal integrity of the interaction between the Parties under this Agreement.

6.1.3. Provide, at its own discretion, informational and (or) technical support to the User, including sending legally significant messages to the User through the **application** (clause 8.7 of the Agreement).

6.1.4. Restrict the receipt of messages from the User if the messages sent by the User through the **application**, in the Company's opinion, may contain malicious software or otherwise harm the Company.

6.1.5. Carry out, at its own discretion, any actions to modify and refine the Platform, change and (or) supplement the content of the Platform, applications, and other software directly or indirectly related to the Platform.

6.1.6. Perform, at its own discretion, preventive maintenance work on the Platform, suspending access to the Platform for a duration independently determined by the Company.

6.1.7. Restrict the User's access to the Platform if the Company identifies cases of violation by the User of the terms of this Agreement and (or) other documents published on the Platform. Furthermore, in such a case, the Company has the right to unilaterally withdraw from the performance of this Agreement out of court and block or delete the **application** or the Account of the User who committed the violation, without compensating the User for any costs and (or) losses.

6.1.8. Exercise other rights in accordance with the norms of Applicable Law and (or) the internal documents of the Company published on the Platform regarding the subject matter of this Agreement.

## **6.2. The Company is obliged to:**

6.2.1. Create conditions for the implementation of this Agreement.

6.2.2. Comply with the mandatory norms of Applicable Law.

6.3. Any other rights and (or) obligations of the Company fixed in other sections of this Agreement possess legal force for the Company, even if such rights and (or) obligations are not mentioned in this section.

## **7. Warranties, Recommendations, and Liability of the Parties**

7.1. The Company provides access to the Platform on an "as is" basis. The Company is not responsible for the User's expectations of the Platform, does not guarantee the uninterrupted, error-free, or fast operation of the Platform, and does not promise the User any pre-established result from using the Platform.

7.2. To ensure the proper protection of the User against the unlawful actions of third parties on the Internet and (or) malicious software, the Company recommends that each User install licensed anti-virus software on the device from which the User accesses the Platform.

7.3. The Company has the right, and in a number of cases is obliged, to disclose any information obtained about the User to third parties if the disclosure of such information is necessary in connection with an internal or external (state or interstate) investigation and (or) complaints from other Users regarding the unlawful actions of a specific User, or to identify a User who is negatively affecting the normal operation of the Platform.

7.4. The User accesses the Platform at their own risk and, furthermore, the User bears personal responsibility for any consequences (potential or real) related to the use of the Platform, including

damage to their personal device (personal computer, laptop, smartphone, etc.) from which the Platform is accessed, as well as to other property and (or) third parties.

7.5. The Company is not responsible for any consequences of unauthorized access by third parties to the Account and (or) for violations of the confidentiality regime of the Login and Password.

7.6. Under no circumstances shall the Company be liable to the User and (or) third parties for indirect or consequential losses (lost profits, etc.) and (or) accidental, negligent, and (or) unintentional damage directly or indirectly related to the use of the Platform, including damage to honor (dignity) or business reputation.

## **8. Final Provisions**

8.1. This Agreement shall be governed by and construed in accordance with the provisions of Applicable Law. Any matters not regulated by this Agreement shall be subject to resolution in accordance with Applicable Law.

8.2. Electronic documents addressed to the Company, which are scanned copies of paper originals, must:

- be identical to the original paper documents (no distortion of the information provided in the original documents is permitted);
- be in one of the following formats: .jpeg, .pdf, .png;
- contain exclusively color images;
- in the case of a large number of individual files, be attached to a single archive in one of two formats: .rar, .zip.

Furthermore, the Company has the right to request from the User the originals or notarized copies of any documents required by the Company (clause 6.1.2 of the Agreement).

In the event of a request for original documents, the User may send the originals or notarized copies of the documents required by the Company to the Company under the conditions specified in the request received from the Company.