

TERMS OF USE

Last Updated: 29th of July 2025

1. INTRODUCTION AND YOUR ACCEPTANCE OF THE TERMS OF USE

The Services (as defined below) are provided to the User by Chiang Huat Global Capital Limited and its wholly owned subsidiaries and or group members collectively, (“**CHGC**”, “**us**” or “**we**”) through its website and mobile applications (“**Apps**”) or any other means as notified by CHGC (“**Platform**”). These Terms of Use govern your access and use of the Services and apply to any person or legal entity accessing, interacting, or using the Platform (“**Terms**”).

We may apply different terms and conditions to specific services or transactions. Any such terms and conditions are additional to these Terms. The Terms form a legal agreement between the User and CHGC.

Please make sure that these Terms are read carefully in conjunction with Our Privacy Policy which is made available at: <https://nord-pay.com/terms-of-use>.

Please note that CHGC may update the Terms and the Privacy Policy from time to time. When such changes occur the client automatically becomes bound by any revisions or updates made. You should periodically visit these Terms to review the current terms that apply to your use of the Services. Any use of the Services by you after our publication of any such changes shall constitute your acceptance of these Terms as modified.

We may, at our sole discretion and at any time, discontinue providing the Services or any part thereof without notice.

By accessing, downloading, using or clicking on “I agree” to accept any of the stipulated Services, you are deemed to have read, agreed, understood and accepted to be bound by these Terms as well as our Privacy Policy. If you do not agree to the Terms or Privacy Policy, you should stop using the Services immediately and not use or review any of the information that is provided through the Services.

If you have any questions about these Terms, or in the event of any service difficulties or interruptions, please contact us via our website at: <https://nord.international/en/service/support>.

2. DEFINITIONS

For the purpose of these Terms, the following capitalized terms shall have the meaning ascribed to them hereunder:

- 2.1. “**Account**” means an account that is established by CHGC or its Affiliates for the Users for the sake of their usage of CHGC’s Services which may be made available through any means as determined by CHGC in its sole discretion.
- 2.2. “**Affiliate**” means any legal entity directly or indirectly controlling, controlled by or is under direct or indirect common control of CHGC.
- 2.3. “**AML/CTF**” means the assessment of whether a User’s transactions or behavior pose a risk of money laundering involving funds from illegal activities, or a risk of terrorist financing, in accordance with obligations set out in guidelines issued by international organizations and binding legal provisions of Applicable Law.
- 2.4. “**Applicable Law**” means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision, or other similar mandate of any applicable central, national, federal, state or local governmental authority applicable to these Terms and your use of the Services. For the avoidance of doubt, Applicable Law includes AML/CTF requirements and any applicable financial crime regulations.
- 2.5. “**Digital Asset**” means a digital representation of value or rights that may be transferred and stored

electronically, using blockchain technology, any other distributed ledger or similar technologies, including without limitation, cryptographic tokens, crypto assets, cryptocurrencies, stablecoins, and any other digital asset.

- 2.6. **“Exchange”** means the Platform for exchange between Digital Asset and Fiat or between Digital Asset and other Digital Asset that is operated by CHGC in accordance with these Terms.
- 2.7. **“Exchange Rate”** means a rate at which one Digital Asset will be exchanged for another Digital Asset or Fiat.
- 2.8. **“Fiat”** means traditional currencies, commonly recognized by governments as legal tender. The list of Fiat whose turnover, deposits, trade and withdrawals are allowed on the Platform or in the Services is published on the Platform.
- 2.9. **“Intellectual Property”** means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and domain names, moral rights, reputations, know-how, trade secrets, code, designs, rights in databases, rights in computer software and any other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country.
- 2.10. **“Know-Your-Client (KYC)”** means the procedure of verifying the User’s identity and assessing the risk posed by its activity and use of CHGC’s Services. As part of the procedure, it is required to submit to CHGC information relating the User which is required to be obtained under Applicable Law including, full name, home or registered address, email address, bank statements, tax returns, audited financials, digital wallet address and any additional information required.
- 2.11. **“Restricted Territories”** means (i) any jurisdiction which may be classified as ‘restricted’ by CHGC, from time to time, at its sole discretion; (ii) any jurisdiction which prohibits the action performed by the user or the use of the Services or receipt of the Services or any such similar activity; or (iii) any other jurisdiction that is the subject of country-wide or territory-wide sanctions, embargoes, or other restrictive measures administered or enforced by any applicable country, state or government or intergovernmental organization.
- 2.12. **“Restricted Persons”** means persons who are not permitted to use or access the Services, and shall refer to any person, firm, company, partnership, trust, corporation, legal entity, government, state or agency of a state or any other incorporated or unincorporated body or association, association or partnership (whether or not having separate legal personality) that is (i) established in or lawfully existing under the laws of a Restricted Territories or (ii) is listed on a sanctions list by the governments of any applicable country, state or government or intergovernmental organization.
- 2.13. **“Services”** means the access and use of CHGC’s Exchange in order to purchase or sell Digital Assets in exchange for another Digital Asset or in exchange for Fiat from or to CHGC or other Users of the Exchange; deposits and withdrawals made by the user; Fiat wallet service administered by an external third-party provider; Custodial Wallet services administered or provided by CHGC or by an external third-party provider, and any other services which CHGC may make available from time to time, as specified in section 5 below.
- 2.14. **“Order”** means instructions placed by User on the Exchange to purchase or sell Digital Asset, in specified quantity and price; to purchase or sell a specified quantity of a Digital Asset at the best available price, either for another Digital Asset or against Fiat; purchase or sell a Digital Asset with a maximum or minimum price restriction.
- 2.15. **“Order Book”** means the concentration of all the orders submitted by the Users and managed by the Platform.

3. ELIGIBILITY

By accessing, using or interacting with our Platform, you represent and warrant that (i) you are at least 18 years of age and of the age of maturity in your country of residence, legally and mentally capable of entering into a binding contract, and you are not aware of any legal, regulatory, commercial, contractual or other restriction which prevent you from using the Platform in accordance with these Terms or to be subjected thereto; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using the Platform or accessing the Services; (iv) your use of the Platform will not violate any and all laws and regulations applicable to you or to the Platform, including, but not limited to, regulations on financial crime, anti-money laundering, anti-corruption, antifraud, counterterrorism financing, sanctions regulations (for example, the European Union Sanction List), and tax laws; (v) all information and details that you submit to us during the registration process, and thereafter are true, current, complete and not misleading; and (vi) your funds come from legitimate sources and do not originate from illegal activities.

4. REGISTRATION AND THE ACCOUNT

To access and use our Platform, you must complete a registration process that forms part of these Terms. This includes providing required documentation and any additional information we may request to verify your compliance with these Terms. By registering to the Platform, you hereby represent and warrant that:

- 4.1. You will provide accurate, true, current, complete and up-to-date information regarding your identity including personal or corporate details as required to complete your registration, such as: full legal name, address, email address or other required information, as determined by CHGC at its sole discretion. You are solely responsible for maintaining and promptly updating any and all information you provided in your registration procedure, as needed. In case the User's information is incorrect or misleading, CHGC will not be liable for any failure to fulfil any obligations that it may otherwise have to such User pursuant to these Terms.
- 4.2. You are allowed to open only one Account, and multiple or linked accounts are not permitted. Further, you agree not to access any Account other than your own, or to assist others in obtaining unauthorized access to any Account, including your own.
- 4.3. You have not already registered as a User, unless expressly approved in writing by CHGC.
- 4.4. CHGC reserves the right to verify your details, at any time and perform background checks on you by requesting you to provide CHGC with further documentation, at its sole discretion, including through the use of specific third-party companies, who perform the investigations on CHGC's behalf. Such background checks may include, but are not limited to, conducting any KYC, screening, and investigation into your identity and registration details. CHGC is under no obligation to advise you that such investigation is taking place. In the event CHGC's requests for documents are not completed or if CHGC suspects that the documents have been exploited or are not original, or are in any way misleading or misrepresenting, CHGC shall be under no obligation to accept such documents as valid and may reject your application and terminate these Terms with immediate effect.
- 4.5. After CHGC reviews your registration application, CHGC may reject such application at CHGC's sole discretion for any reason. The User shall have no right to appeal any decision by CHGC to reject the application. Notwithstanding the aforementioned, CHGC may limit the Account that you may establish and maintain or suspend any transaction pending our review of any information submitted by you.
- 4.6. You are solely responsible for the protection and safekeeping of your credentials used to access the Services and shall promptly inform CHGC of any suspected or confirmed breach of security. You shall remain liable for any unauthorized use of the Services caused by you or your negligence, and shall defend against, indemnify and hold harmless CHGC from any and all claims or damages (including loss of profits, loss of property, fines and penalties), losses and costs (including reasonable attorneys' fees) resulting from any attempted or actual unauthorized use or access of the Services due to willful or

negligent act(s) or omissions.

- 4.7. You are required to notify us immediately of any unauthorized use of your Account or password, suspected compromise of your login information, or any other breach of security, by email addressed to inbox@nord.international.
- 4.8. The Services cannot be used in any way for criminal activity of any sort, including but not limited to money laundering, financing of terrorism, malicious hacking, and gambling. Additionally, you warrant that you won't conceal your location when accessing the Platform, including via proxy server or virtual private network ("VPN"), and will disclose your accurate and true location to CHGC. CHGC may cancel or suspend your Account, block any outstanding transactions, deny any new transactions, freeze any funds available on your Account and/or report to a competent authority if it determines in its sole discretion that the activity on your Account is suspicious or may be related to any prohibited activity or illegitimate operation.
- 4.9. You agree and acknowledge that we have the right to terminate any Account at any time and for any or no reason. You further agree and understand that we have the right to take any and all necessary and appropriate actions pursuant to these Terms and/or Applicable Law.

5. THE SERVICES

Upon completion of the registration, identification, and identity verification for your Account, as required, you may use CHGC's Services:

Exchange Services:

- 5.1. CHGC provides an online Platform through which purchasers and sellers can conduct trading with each other on CHGC's Platform, through which its users can purchase from CHGC or sell to CHGC Digital Assets that may be available for purchase or sale on the Platform from time to time by CHGC at its sole discretion. The purchase and sale transactions of Digital Assets will be in exchange for Fiat, or Digital Assets.

Assets:

- 5.2. Digital Asset prices as well as the rates of purchase and sale of them are determined in accordance with the price as displayed on the Platform. The rates of the Digital Asset may be affected by external factors and our commission as detailed on the Platform. The Platform provides User an opportunity to submit Orders to purchase or sell Digital Assets. For the conversion between a pair of Digital Assets or Fiat, Users may place an Order, by specifying the type and amount of the Digital Asset to be converted and the type of Digital Asset or Fiat to be provided to the User following such conversion. Where applicable, the User may be able to submit a limit order, by also specifying the limit price for execution of such conversion as well as specifying the expiration date for such Order. There are minimum and maximum amounts for creating Orders that may vary for each trading pair.
- 5.3. Where applicable, the Platform operates Order Books that contain Orders from other Users. The Platform may adjust Orders between Orders of different Users on the Platform according to different criteria, including the date, type and amount of Digital Assets intended for conversion. Each Convert transaction is subject to the applicable Exchange Rate quoted for the given transaction and the applicable time limits for such quote. The quoted Exchange Rate will depend on the market conditions, and you may decide sovereignly whether to perform a conversion transaction at the Exchange Rate quoted to you. The availability of any Exchange Rate and the ability to purchase or sell your Digital Asset at any specific time or price are not guaranteed.
- 5.4. The User is solely responsible for accurately entering any Order or convert instruction. The Orders and convert instructions shall be irrevocable and unconditional and shall be binding on you.
- 5.5. The User hereby understand and agree that due to the highly volatile nature of the price of Digital

Assets, the prices displayed on the Platform are correct and accurate for the moment the order was placed by you. The final price will be determined upon the processing of an applicable Fiat payment or when the Digital Asset actually received into CHGC's Wallet Address.

- 5.6. Depending on market conditions and other factors, the Platform may accept or reject Orders at its sole discretion. In such cases, the Platform shall not be liable for any potential loss or lost opportunity cost.
- 5.7. At any time, the Platform may suspend or terminate the Digital Asset Conversion for any or all Digital Assets without prior notice. The Platform may adjust the conversion rate used for a Digital Asset Conversion whenever necessary due to market conditions affecting one or more Digital Assets.

Digital Asset wallet service:

- 5.8. As part of the Services provided by CHGC, CHGC may allow you to store your Digital Assets in a custodial wallet accessible through your Account ("**Custodial Wallet**"). When you use our custody wallet service, you will remain the owner of your Digital Assets in the Custodial Wallet, and you will not be entitled to any financing fee, rewards, or financial compensation of any kind. The Digital Assets held in a Custodial Wallet are subject to the other provisions of these Terms, unless where expressly stated otherwise. This service may only be available in certain jurisdictions. CHGC retains the right to set-off any Digital Assets in the Custodial Wallet against any obligation you may have to us.
- 5.9. The Custodial Wallet service may be provided by CHGC as custodian or by a Third-Party custodian. As part of the Services provided by CHGC, we may recommend or refer you to an External Wallet Service. If you choose to use this service, it will be done at your own free will and at your sole discretion and risk. Also, the terms and conditions and privacy policy applicable to your use of an External Wallet Service will be of the applicable provider and you should review those prior to accepting such external engagement. As part of your engagement with the External Wallet Service provider, you may be required to conduct a KYC or any other procedure and provide such provider with certain documentation. You acknowledge and agree that CHGC shall not be liable in any way in connection with your use of an External Wallet Service.

Virtual Cards:

- 5.10. CHGC may issue a Card, issued and maintained by an authorized third-party financial institution or licensed card issuers ("**Issuers**") that partner with CHGC. While you access and manage the Card via the CHGC platform, the actual card product is provided by the Issuers under applicable regulations and policies. By activating or using the Card, you also agree to any additional terms and conditions imposed by the Issuer. CHGC is not a bank, card issuer, or licensed financial institution and acts solely as a platform to facilitate access to the Card through the Issuer. CHGC is not liable for any actions, errors, or omissions of the Issuer, nor for any regulatory requirements enforced by the Issuer. In case of issues specifically tied to the Issuer's performance, CHGC will provide reasonable assistance in coordinating with the Issuer to resolve the matter but does not guarantee outcomes.
- 5.11. Upon approval and completion of required verification, a virtual Card is issued. You will see your virtual card details card number, CVV, expiration date in the CHGC app or dashboard. Each eligible account is limited to one Card unless expressly approved by CHGC. If you request a replacement or additional card, CHGC may charge the fees agreed.
- 5.12. The Card is a prepaid debit card. You must transfer funds into your card funding wallet from your cryptocurrency or fiat wallets on CHGC's Platform to use the Card. All spending is limited by the balance in your card's funding wallet. You cannot directly 'load' the Card with Digital Assets as a stored balance. Instead, you buy or transfer Digital Assets into the Funding Wallet and CHGC converts it on-demand for each transaction. The Card is accepted wherever the underlying payment network is accepted worldwide. Note that some merchants or countries may block crypto-funded cards. CHGC may restrict use at certain merchants or jurisdictions as required by any applicable regulation. All transactions are

final once authorized; they cannot be reversed by CHGC. You agree not to use the Card for prohibited purposes including without limitation as referenced in the responsibilities section below.

- 5.13. You can view your transaction history by logging into your account.
- 5.14. CHGC will convert currencies and Digital Assets on near real-time. Conversion rates and any fees will be presented to you at the time of the transaction.
- 5.15. You must not use the Card for illegal or prohibited transactions including but not limited to money laundering, fraud, or transactions with sanctioned entities. CHGC may refuse any transaction that appears suspicious or violates any Applicable Laws. You agree to comply with all Applicable Laws and regulations. You should keep your personal and contact information up to date. If CHGC cannot reach you for security reasons, or if you fail to keep records updated, the Card may be blocked. Transactions made with the Card will be debited from your CHGC accounts, You are responsible for ensuring sufficient funds to cover each transaction (including fees). CHGC is not liable for declined or fraudulent transactions beyond its control.
- 5.16. You must keep your card information confidential. Do not share your card information with anyone.
- 5.17. You must immediately report any unauthorized use, suspected fraud, loss, or theft of your Virtual Card through the CHGC platform or customer support channels. You are required to promptly notify CHGC within 2 days of becoming aware of an unauthorized transaction, your liability for such transactions may be limited in accordance with Applicable Law and the policies of the Issuer and/or the Card network. Failure to notify CHGC in a timely manner may result in you being held fully liable for any resulting losses. CHGC and the Issuer reserve the right to investigate any claim of unauthorized use. You agree to cooperate fully in any investigation and to provide any requested documentation or evidence. CHGC does not guarantee reimbursement for losses resulting from your negligence, such as sharing your Card information or failing to implement reasonable security precautions. In no event shall CHGC be liable for any indirect, consequential, or incidental damage resulting from unauthorized use of the Card beyond the extent permitted by Applicable Law.
- 5.18. CHGC may suspend or freeze the Card if: (i) your CHGC account is restricted, suspended, or under review; (ii) required by law or regulation; (iii) we detect suspicious or unauthorized activity; or (iv) you violate these Terms. During suspension, card transactions will be declined.
- 5.19. You may request card cancellation at any time. Upon cancellation, any remaining balance will be returned to your CHGC account following standard withdrawal procedures. If the card had any liabilities either expected or existing at the time of cancellation, you remain obligated to settle it.
- 5.20. CHGC reserves the right to terminate your card privileges and close the Card at its discretion. Upon termination, any remaining balance, after deducting any owed fees will be returned to you according to CHGC's usual funds withdrawal policy.

General:

- 5.21. CHGC has the exclusive authority to determine which Digital Assets are listed on the Platform and may add or remove some of them from the Platform in its sole discretion at any time and without any prior notice.
- 5.22. Transfer and receipt of Fiat from and to CHGC will be made through bank transfers, IBAN, credit card or an external payment processor (according to the CHGC's sole discretion and according to the User's classification).
- 5.23. CHGC has the right to modify or terminate, in its discretion, any of the Services, prohibit the use of some of its Services in certain jurisdictions and prohibit some User use of any of CHGC's Services, including without limitation in accordance with the periodically updated lists of the Restricted Territories and the Restricted Persons.

- 5.24. The value of permitted deposits, payments and withdrawals, trades or any other transaction of Fiat and Digital Assets is specified on the Platform. CHGC may at any time, at its sole discretion, amend, among others, the minimum and maximum value of purchases, sales, deposits, payments and withdrawals for any reason, including without limitation due to legal, regulatory or business considerations, or due to the change of User's verification standards or AML / CTF risk assessment.
- 5.25. When using the Platform, you acknowledge that transactions on the Platform are subject to fees as detailed on the Platform. You represent and warrant that you shall pay CHGC any applicable fees in accordance with these Terms and any other relevant document.
- 5.26. CHGC has taken reasonable measures to ensure the accuracy of the information on the Platform. While CHGC has made every effort to ensure the accuracy of the information on our Platform, the information and content on the Platform are subject to change without notice and is provided for the sole purpose of assisting Users to make independent decisions. CHGC does not guarantee the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any Services or products available through the Platform and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access the Platform, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Platform. We will not have any liability for the use or interpretation of such information.
- 5.27. All blockchain transaction fees, including any 'gas fees' will be borne by you.

6. USE OF CHGC'S SERVICES

- 6.1. You represent and warrant that you understand that there are considerable risks involved in the activities performed on CHGC's Services, including, without limitation, risks relating to the fluctuations in the prices of Digital Assets, liquidity, operational, regulatory and technical risks. You shall carefully consider and exercise clear judgment to evaluate your financial situation and the aforesaid risks to make any decision on using the Services. You shall be responsible for all losses arising therefrom.
- 6.2. When using CHGC Services, you agree to comply with all Applicable Laws and regulations. When using CHGC services, you confirm that your actions are in a legal and proper manner and your Digital Asset or Fiat are not originating from illegal activities in any applicable jurisdiction.
- 6.3. When using CHGC Services, you agree to comply with and act in accordance with all applicable laws, including without limitation with regard to the prevention of AML/CTF, the applicable tax laws as well as any other Digital Asset-related or other regulations.
- 6.4. When using our Services, you may upload to the Platform information which may include texts, photos, videos, images, trademarks, logos, brands, or other materials. We do not claim ownership of that information. However, when you do so unless explicitly stated in writing otherwise, you grant CHGC a worldwide, non-exclusive, royalty-free, ongoing, assignable, and transferable right and license to use, copy, reproduce, process, adapt, modify, translate, publish, transmit, display and distribute such content. For the avoidance of doubt, you waive in favor of CHGC any moral right you may have in the content, including any right of attribution.
- 6.5. You acknowledge that you have all applicable and required authorizations and permits for the content you upload to the Platform.
- 6.6. You hereby represent and warrant that you will not transmit to the Platform any unlawful, malicious, harmful, inappropriate, offensive, or disrespectful materials. This includes, without limitation, content that (i) violates any Applicable Law, regulation or CHGC's policies and terms; (ii) infringes on any Intellectual Property or other third party right; (iii) that introduces any malware, virus or other harmful material; (iv) uses any crawlers, scraping, spiders or similar automated means to extract data from the Platform; (v) relates to drugs, narcotics, steroids, and any other similar product that is illegal or prohibited; or (vi) based on CHGC's sole discretion, is inappropriate, illegal or offensive.

- 6.7. There may be additional services available to you through the Platform that are provided or complemented by third parties. Upon accepting these Terms, you acknowledge and agree that third party websites, services, or resources may be linked to by the Services and that third party content, data, information, or other materials may be displayed, included, or made available through the Services. It is your responsibility to ensure that you comply with the terms and conditions of any third parties' services you access through the Platform, even if they are made available through the Platform. We are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of third parties' services. Any link on our Platform does not imply our endorsement or any association with their operators. Moreover, you acknowledge and agree that we shall not be held liable or responsible, either directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance on any third parties' services, which may be disrupted by circumstances beyond our control. These third parties' services are not under our control or responsibility. You should direct any claims regarding third party services to the relevant third parties only. The terms and conditions applicable to third parties' services shall be the terms and conditions of the relevant third party. By using third parties' services, you agree to engage with the relevant third party and agree to be subject to such third party's terms and any other terms made available to you by such third party on its platform.
- 6.8. You may close your Account and terminate your use of the Services at any time. As part of the account closing procedure, you will be required to submit an account closing request to the Platform. The remaining funds that were not withdrawn by you before the Account closing date, will be transferred to the bank account or the digital wallet that you specify in the account closing request. CHGC will not allow an Account to be closed if it believes, in its sole discretion, that the Account is being closed to avoid legal or regulatory action.
- 6.9. You acknowledge that these Terms are between you and CHGC and not with Apple Inc. ("Apple") or Google Inc. ("Google"). The Google Play Store or the Apple App Store have their own terms and conditions to which you must agree to abide by before downloading the App or any other part of the Services from them.
- (1) In case you have downloaded the Apps from Apple App Store or if you are using the Apps on an IOS device, you acknowledge that you have read, agreed to and understood the following notice regarding Apple. These Terms are between you and CHGC only, and Apple is not a party to these Terms. Apple is not responsible for the Services and the content presented in the Services. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by Applicable Law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or your possession and use of the Apps infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Services. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms. Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (A) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (B) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree to comply with, and your license to use the Services is conditioned upon your compliance with, all applicable third-party terms of agreement, including those of any online application store from which

you downloaded the App, as may be applicable, when using the Services.

7. PRIVACY POLICY

Access to CHGC Services will require the submission of certain personally identifiable information. Please review CHGC's Privacy Policy at <https://nord-pay.com/privacy-policy>.

8. PROPRIETARY RIGHTS

- 8.1. The Services constitute valuable Intellectual Property and are protected worldwide under intellectual property laws and treaties. You hereby acknowledge and agree that CHGC is and shall remain the exclusive owner of all Intellectual Property in and to the Services and these may not be copied, reproduced, altered, modified, changed, broadcasted, distributed, transmitted, disseminated, syndicated, or offered for sale or rental in any manner, at any time, unless to the extent permitted in accordance with these Terms, or as otherwise authorized and consented to in writing by CHGC, as applicable.
- 8.2. The User is entitled to use the Intellectual Property within the scope of permitted private use provided by legal provisions.
- 8.3. Accessing or participating in the Services does not grant any express or implied right to any of CHGC's Intellectual Property.
- 8.4. The User shall not contest, or assist others to contest CHGC's Intellectual Property rights or interests in and to its respective Intellectual Property rights and all applications, registrations or other legally recognized interests therein, or any element, derivation, adaptation, variation or name thereof.
- 8.5. The User will be liable for any damage, costs or expenses that arise out of misuse of CHGC's Intellectual Property rights.
- 8.6. You may choose to, or we may invite you to submit your comments or feedback about the Services, including without limitation about how to improve the Services ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place CHGC under any fiduciary or other obligation, that we are free to disclose the Feedback on a non-confidential basis to anyone or otherwise use the Feedback without any additional compensation to you. Except as expressly set forth herein, no right or license is granted hereunder, express or implied, to any Intellectual Property rights and your use of the Services does not convey or imply the rights to use the Services in combination with any other information or products.
- 8.7. Subject to these Terms, CHGC grants you a personal, non-exclusive, limited, non-transferable, non-assignable, non-sublicensable, freely revocable license to download, install and/or use one (1) copy of the App, in object code format, only on your personal computers or personal mobile devices (if you have downloaded the App from the Apple App Store, then only on your Apple computer, iPhone, iPod touch, iPad or iWatch) for the sole purpose of personally using the Services through use of the App, and if you have downloaded the App from the Apple App Store, as permitted by the Usage Rules set forth in the App Store Terms of Service as of the date hereof. As part of the license granted to you, you may not directly or indirectly, authorize any person or entity to: (i) network the software among devices; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Services, or its structural framework; (iii) create derivative works of the Services; (iv) use the Services in whole or in part for any purpose except as expressly provided herein; or (v) disable or circumvent any access control or related device, process or procedure established with respect to the Services. You are responsible for all use of the Services that is under your possession or control.

9. REPRESENTATIONS

- 9.1. With respect to your use of CHGC Services, you hereby represent and warrant that you understand

that (i) CHGC is not an investment advisory service, nor is it a registered investment advisor, portfolio manager, financial advisory or broker-dealer and does not purport to tell or suggest the value of any assets or which assets customers should buy or sell for themselves; (ii) CHGC and its Affiliates assume no responsibility or liability for your trading and investment results; (iii) past results of any individual developer or trading algorithm published on the Platform are not indicative of future returns by that developer or algorithm, and are not indicative of future returns which may or may not be realized by you; (iv) the indicators, strategies, columns, articles and all other features of the Platform are provided for informational and educational purposes only and should not be construed as investment advice and you should consult an investment professional to discuss these risks.

- 9.2. BEFORE MAKING ANY INVESTMENT THROUGH THE PLATFORM, YOU SHOULD ALWAYS CHECK WITH YOUR LICENSED FINANCIAL ADVISOR AND TAX ADVISOR TO DETERMINE THE SUITABILITY OF ANY INVESTMENT. EVERY TIME YOU USE THE PLATFORM YOU AGREE THAT IN ALL CASES CHGC BEARS NO RESPONSIBILITY FOR LOSSES INCURRED AND OFFERS NO GUARANTEES OR EXPECTATIONS ON YOUR PERFORMANCE OR STABILITY.

10. RISK DISCLOSURE

- 10.1. There are significant risks associated with Digital Assets, and you are solely responsible to make sure you understand such risks and assess whether such risks are appropriate for you. This risk disclosure lists some, but not all of the risks involved in holding, trading and using Digital Assets generally, and using our Services specifically. This risk disclosure is intended to provide you with a general outline of the risks involved, but cannot capture all such risks.
- 10.2. By accessing and using the Services, you acknowledge and represent that you are aware of the risks associated with purchasing, using or holding Digital Assets, including, without limitations, risks related to (i) the uncertainty regarding the legal status of Digital Assets, as well as commercial activities involving Digital Assets, in many jurisdictions; (ii) unknown or unintentionally weaknesses and bugs that may exist in the underlying blockchain systems, smart contracts and Platform; (iii) exploitation of the Platform by Users for illegal purposes (for example, money laundering and frauds); (iv) transactions on blockchain systems are, in principle, irreversible, meaning that transactions for incorrect addresses may result in the loss of said funds; (v) liquidity and market risk that could lead to significant drop in the value of Digital Assets, and even erasure of their total value; (vi) past performance is no guarantee of future results; and (vii) any other risk associated with the purchase, sale, use, or hold of Digital Assets.
- 10.3. The prices of Digital Assets fluctuate, sometimes dramatically. The price of a Digital Assets may move up or down, and may become valueless. Digital Assets are generally a high-risk asset class. You should exercise caution in relation to the trading of Digital Assets, and Digital Assets themselves.
- 10.4. The value of Digital Assets may be derived from the continued willingness of market participants to exchange Digital Assets for Fiat or other Digital Assets. If such willingness is abolished for any reason, this may result in the potential for a permanent and total loss of value.
- 10.5. Transactions involving Digital Assets are irrevocable. Lost or stolen Digital Assets may be irretrievable. Once a transaction has been verified and recorded on a blockchain or transfer to digital wallet.
- 10.6. Digital Assets are not legal tender in some jurisdictions. They may not be backed by physical assets, and are not backed or guaranteed by a government.
- 10.7. Legislative and regulatory changes or actions may adversely affect the use, transfer, exchange, and value of Digital Assets.
- 10.8. The treatment of Digital Assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict reliably, including

but not limited to you being treated as an unsecured creditor and/or the total loss of any and all Digital Assets reflected in your Account, including those in a Custodial Wallet.

10.9. We reserve the right to lend, sell, pledge, hypothecate, assign, invest, use, commingle, or otherwise dispose of assets and eligible Digital Assets that are not held in a Custodial Wallet (if available to you) to counterparties or hold the eligible Digital Assets with counterparties. We will use reasonable commercial and operational efforts to prevent losses.

10.10. By transferring Digital Assets to CHGC, or otherwise using the Services, you are not entitled to any profits or income that CHGC may generate from subsequent use of any Digital Assets. Additionally, you are not exposed to any losses that CHGC may incur as a result thereof. You acknowledge and agree that there is a risk that CHGC may become unable to repay its obligations to you, in part or in full. In such a scenario, any Digital Assets in your Account may be at risk of partial or total loss.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

11.1. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE SERVICES, AND ANY PART THEREOF (INCLUDING THE PLATFORM), CHGC DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SERVICES LIES WITH YOU.

11.2. CHGC DOES NOT GUARANTEE THAT THE SERVICES WILL ALWAYS BE AVAILABLE, COMPLETE, ACCURATE, SAFE, SECURE, BUG-FREE OR ERROR-FREE, OR THAT THE FOREGOING WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. CHGC ALSO MAKES NO WARRANTIES THAT RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. CHGC MAY CHANGE, SUSPEND OR DISCONTINUE THE SERVICES, INCLUDING THE PLATFORM OR ANY PART THEREOF AT ANY TIME, WITHOUT NOTICE OR LIABILITY. IN ADDITION, CHGC MAY MODIFY, REMOVE OR LIMIT CERTAIN FEATURES OR RESTRICT THE USER’S ACCESS TO THE SERVICES WITHOUT NOTICE OR LIABILITY.

11.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CHGC, ITS GROUP COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE OR ASSUME ANY OBLIGATION WHATSOEVER TO YOU OR ANYONE ON YOUR BEHALF, REGARDLESS OF THE FORM OF ACTION, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF CONTRACTS OR LOSS OF ANTICIPATED SAVINGS, LOSS OF ANY DIGITAL ASSETS (INCLUDING ANY FUNGIBLE OR NON- FUNGIBLE TOKENS), LOSS OF ANY CRYPTOGRAPHIC KEY OR ANY PASSPHRASE (INCLUDING WITH REGARD TO ANY DIGITAL WALLET), ANY LOSS OR ANY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, ANY SERVICE, PRODUCT OR CONTENT PROVIDED BY ANY THIRD PARTY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY. IN THE EVENT OF ANY SUCH DAMAGE, LOSS OR ANY COMPLAINT WITH RESPECT TO THE FOREGOING YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR PARTICIPATION IN THE PLATFORM AND CEASE ALL USE OF THE SERVICES.

11.4. CHGC IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY DECISION YOU MAKE TO PURCHASE, SELL, DEPOSIT, SWAP, USE, EXCHANGE OR CONDUCT ANY OTHER ACTION WITH REGARD TO ANY DIGITAL ASSETS, OR ANY ASSOCIATED PRODUCT OR SERVICE, INCLUDING PRODUCTS AND SERVICES MENTIONED ON THE SERVICES, BASED ON ANY INFORMATION PROVIDED BY CHGC.

- 11.5. CHGC DOES NOT MAKE ANY OFFERS, RECOMMENDATIONS OR INVITATIONS FOR YOU TO DEAL IN DIGITAL ASSETS OR USE ANY OF THE SERVICES, AND DOES NOT TAKE INTO ACCOUNT YOUR PERSONAL CIRCUMSTANCES, FINANCIAL SITUATION, NEEDS OR GOALS. BEFORE MAKING ANY FINANCIAL DECISION, YOU SHOULD CAREFULLY ASSESS YOUR FINANCIAL SITUATION AND CAPACITY, AND ONLY USE FUNDS THAT YOU CAN AFFORD TO LOSE. WHEN YOU CHOSE TO USE CHGC'S CUSTODIAL WALLET SERVICES YOU ARE ENTIRELY RESPONSIBLE FOR ANY LOSS OF DIGITAL ASSETS OR FLUCTUATIONS IN THEIR PRICES. CHGC IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY DECISION YOU MAKE TO TRANSFER, SELL OR CONDUCT ANY OTHER ACTION WITH REGARD TO CRYPTOCURRENCIES OR DIGITAL ASSETS HELD IN A CUSTODIAL WALLET. CHGC USES COMMERCIALLY REASONABLE EFFORTS TO STORE AND SECURE YOUR DIGITAL ASSETS IN CONNECTION WITH THE CUSTODY SERVICE, WHICH MAY INCLUDE UTILIZING THIRD PARTY SERVICE PROVIDERS. THE CUSTODIAL WALLET SERVICE DOES NOT CREATE A FIDUCIARY RELATIONSHIP BETWEEN YOU AND CHGC.
- 11.6. THE USER IS EXCLUSIVELY RESPONSIBLE TO ENSURE THAT HIS ACCESS TO THE PLATFORM AND THE USE OF THE SERVICES OR PART OF THEM MUST COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO IT BASED ON ITS APPLICABLE JURISDICTION. CHGC IS NOT RESPONSIBLE OR LIABLE IF YOU USE ONE OF CHGC'S SERVICES THAT ARE NOT COVERED UNDER ANY APPLICABLE LAWS IN YOUR JURISDICTION. CHGC DOES NOT UNDERTAKE TO BLOCK CERTAIN SERVICES ACCORDING TO YOUR JURISDICTION, THEREFORE, THE USER IS SOLELY RESPONSIBLE FOR CHECKING WHETHER THE SERVICES COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO IT BASED ON ITS APPLICABLE JURISDICTION.
- 11.7. CHGC MAKES NO WARRANTY THAT ANY OF THE SERVICES IS SUITABLE IN ALL JURISDICTIONS. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE APPLICABLE SERVICE IN ALL JURISDICTIONS APPLICABLE TO YOU. FOR THE AVOIDANCE OF ANY DOUBTS, CHGC IS NOT RESPONSIBLE FOR ANY TAX CONSEQUENCES APPLICABLE TO YOU OR TO YOUR USE OF ANY OF THE SERVICES.

12. CHANGES TO THESE TERMS

We reserve the right to change these Terms at any time at our sole discretion, without prior notice by posting the revised version of the Terms on Platform. The revised Terms will take effect immediately upon publication by CHGC with effect from the revision date noted at the heading of the Terms. If a User does not agree to the revised Terms, such User should discontinue the use of our Services.

13. REFERRAL AND AFFILIATE PROGRAMS

CHGC may offer a referral or affiliate programs for Users, which will be subject to additional terms and conditions applicable to such referral program.

14. TERMINATION

- 14.1. These Terms shall be in effect as of the date of CHGC's approval of User's registrations application and shall continue thereafter until terminated as provided herein.
- 14.2. The User understands and agrees that in the event that CHGC determines in its sole and absolute discretion that the User or anyone under User's control is engaged in any activity that violates these Terms, our Privacy Policy, or any Applicable Law, CHGC shall have the right, in its sole and absolute discretion, to immediately terminate that User's account, at any time, without prior notification, without derogation from any legal or other rights available to CHGC against User under Applicable Law.
- 14.3. The User understands and agrees that in the event that CHGC reasonably suspects that the User performed inside trading or abusive trading including but not limited to, volatile market, arbitrage manipulations or a combination, CHGC shall have the right in its sole discretion, to immediately

terminate the User's account, at any time, without prior notification, without derogation from any legal or other rights available to CHGC against User under Applicable Law.

14.4. Any indication or suspicion, in CHGC's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), fraud, abuse, manipulation or any other forms of dishonest or fraudulent activity, CHGC will constitute all transactions carried and profits or losses gathered as invalid. In these circumstances, CHGC reserves the right to close and/or suspend the User's trading account and cancel all transactions. In view of the above, please note that you will be strictly prohibited from opening any new trading account with CHGC. In cases where you may successfully open an account and trade with CHGC due to any technical and/or human error, we reserve every right to immediately close your account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

14.5. Any provisions hereof which expressly or by their nature are required to survive termination or expiration of these Terms in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.

15. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless CHGC, any CHGC group entity, their respective shareholders, stockholders, members, officers, directors, employees, agents, licensors, successors, assigns, and any Affiliate of any of the above (the "**Indemnified Parties**"), from and against any and all claims, losses, liabilities, damages or expenses (including reasonable legal fees and costs) of any nature whatsoever incurred or suffered by any of the Indemnified Parties (collectively the "**Losses**"), in so far as such Losses (or actions in respect thereof) arise out of or related to (i) a breach of these Terms; (ii) a breach of Applicable Law, or of any rights of Users, or third parties (including but not limited to Intellectual Property rights or rights of privacy); (iii) the Services or any content made available thereon.

16. MISCELLANEOUS

16.1. These Terms constitute the entire agreement between the User and CHGC with respect to the subject matter hereof, and these Terms supersede all prior written or oral understandings, writings and representations.

16.2. The Terms, the policies and agreements that are incorporated herein by reference, as amended, constitute the entire Terms between you and CHGC.

16.3. If any provision of these Terms is found by a court of competent jurisdiction to be held void or unenforceable to any extent, such provision shall be deemed excised and removed only to the extent to make the remaining provisions and these Terms enforceable.

16.4. These Terms shall be governed by the laws of the Republic of Cyprus and the applicable court in Limassol shall have the exclusive jurisdiction with respect to any action arises from these Terms.

16.5. No waiver by us of any provision of these Terms shall be construed as a waiver of any preceding or succeeding breach of any condition of these Terms.

16.6. CHGC will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond CHGC's reasonable control.

17. ASSIGNMENT OF RIGHTS

You may not transfer, assign, sub-license, or pledge in any manner whatsoever your Account or any of your rights or obligations under these Terms. CHGC may transfer, assign, sub-license, or pledge in any manner whatsoever any of its rights and obligations under these Terms to any subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

18. NOTIFICATION PROCEDURES

CHGC may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on the Services, as determined by CHGC in our sole discretion. CHGC reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in these Terms or CHGC's Privacy Policy.

19. LANGUAGE

You acknowledge that these Terms, and all related documents, including Privacy Policy, have been prepared in English. If these Terms are translated into another language, the English language text shall in any event prevail.

20. CONTACT US

If you have any question, concern, or complaint with relation to these Terms, please feel free to address us at inbox@nord.international.