

Terms and Conditions – Inabit

Introduction

Inabit Tech Ltd. and its Affiliates if and as applicable (each and collectively, “We”, “Our,” “Us”, or “Inabit”) offer various services through a digital platform (the “Platform”). These Terms and Conditions (the “Terms”) govern our legal relationship with our users (each a “User”) when those access Our Platform and Our mobile and web-based application, use Our products and services and interact with Us in any manner (each a “Service,” and collectively the “Services”).

These Terms govern the entire relationship between You and Inabit. Inabit may modify these Terms from time to time by in its sole discretion. You shall be bound by such modifications effective immediately upon posting such on Our website. It is Your responsibility to review these Terms prior to each use of the Services.

As part of the continual evolution of the Inabit Services, Inabit may make modifications such as adding or removing features and functionalities and offering new digital content or services or discontinuing old ones. Inabit may also change some digital content or services (i) to adapt to new technologies, (ii) to reflect increases or decreases in the number of people who use a particular service (iii) to respond to key changes in the agreements, licenses and partnerships Inabit has with third-party service providers, (iv) to prevent abuse or harm or (v) to address legal, regulatory, safety, or security issues.

BY SIGNING, CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, OR BY INSTALLING, ACCESSING AND/OR USING INHABIT'S SERVICES, WHICH CONSISTS OF SOFTWARE ON A SAAS BASIS AND/OR MOBILE APPLICATION AND ALL RELATED DOCUMENTATION AND MANUALS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT ARE ENTERING INTO A LEGAL AGREEMENT WITH INABIT, AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY THE TERMS, INCLUDING OUR PRIVACY POLICY, AND YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

PLEASE CAREFULLY REVIEW THESE TERMS BEFORE USING, OR CONTINUING TO USE, ANY OF INABIT' SERVICES. THE TERMS INCLUDE IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH INABIT. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THESE TERMS (OR ANY AMENDMENT THERETO) YOU SHOULD IMMEDIATELY STOP USING THE SERVICES. WE ENCOURAGE YOU TO READ THE TERMS AND OUR PRIVACY POLICY CAREFULLY AND USE THEM TO MAKE INFORMED DECISIONS.

DURING THE BETA TESTING PHASE OF OUR SERVICES, YOU MAY HAVE ACCESS TO OUR SERVICES FREE OF CHARGE. IT IS IMPORTANT TO NOTE THAT THIS BETA VERSION OF OUR SERVICES MAY NOT BE FULLY FUNCTIONAL AND ENCOMPASS ALL THE FEATURES OR FUNCTIONALITIES AVAILABLE IN THE FINAL PRODUCT. ADDITIONALLY, DURING THE BETA TESTING YOU MAY ENCOUNTER ISSUES OR LIMITATIONS IN THE SERVICE. WE APPRECIATE YOUR PARTICIPATION IN OUR BETA TESTING AND WELCOME YOUR FEEDBACK TO

HELP US IMPROVE AND ENHANCE OUR SERVICES. WE MAKE NO GUARANTEES THAT BETA WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT ALL ISSUES OR ERRORS IDENTIFIED DURING THE BETA PHASE WILL BE RESOLVED.

Definitions

Capitalized terms shall have the meaning assigned to them in these Terms, unless the context requires otherwise.

“Account” or **“Inabit Account”** means a User’s designated account allowing a User to access and use the Services, view the status of the various Services the User is subscribed to, join to new Services offered from time to time, and manage the User’s personal information and profile.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

“AML” stands for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

“Blockchain” refers to a permission-less public online ledger supporting the distributed recording of encrypted data, e.g., the Ethereum blockchain.

“Blockchain Address” refers to a unique sequence of numbers, letters and cryptographic functions stored and recorded on a Blockchain.

“Business Representative” refers to, as the case may be, either (i) the Customer’s legal representative and/or (ii) a Customer member (e.g. employee) duly authorized by Inabit to use the Services.

“Customer”, “You” and “Your” means a licensee, including its affiliates, who becomes a customer of Inabit Services.

“Digital Asset” means fungible tokens, so-called stablecoins, virtual currencies and coins and other digital assets associated to and relying on a Blockchain.

“Fiat” refers to a currency issued by a central bank and/or a government and having legal tender.

“Inabit System” means any individual online or electronic platform or mobile application of Inabit as well as associated APIs, software, etc. of such platform or application.

“Intellectual Property” means any and all worldwide intellectual property rights, whether registered or not, including, but not limited to: (a) patents, patent applications and patent rights, know how, inventions, research, data, and development activities and discoveries; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information, including but not limited to confidential and proprietary information concerning the business and financial activities of Inabit, and any information concerning its service providers, employees, customers, suppliers, and partners; (d) trademarks, trade names,

service marks, logos, trade dress, goodwill and domains; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

“KYC”, “KYB” and “KYT” stands for Know Your Customer/Business and Transaction, which means the process of a business verifying the identity of its clients, their UBOs and assessing potential regulatory risks of the business relationship and transactions.

“Key recovery” or “DR” (Disaster recovery) – stands for your ability to gain access to the Digital Assets’ private keys that stored in Your Inabit Wallet.

“Sanctions Regime” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws imposed, administered or enforced from time to time, on either countries, regions, entities or natural persons, by:

- (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order;
- (b) the United Nations Security Council;
- (c) the European Union;
- (d) the United Kingdom; and
- (e) any other applicable regions, as may be determined from time to time

“Services” as set forward in Section 7.

“Screening” refers to the compliance analysis performed on one or several Blockchain Address to identify illicit or suspicious activities based, in particular, on the analysis of past transactions that occurred on such Blockchain Address. Depending on the results of the Screening, Inabit may and will, at its own discretion freeze suspend access to the Inabit Account, and/or stop a specific transaction.

“Supported Digital Asset” means those Digital Assets that Inabit, in its sole discretion, decides to support for each of the Services, as shall be available from time to time. It is hereby clarified that different types of Supported Digital Assets may be available for certain types of the Services but not for others. In addition, the Supported Digital Assets that Inabit supports may change from time to time (including ceasing to support certain Digital Assets with respect to the certain types of Services) according to Inabit’s sole discretion, as shall be updated in Your Account or reflected on Our Platform. You will have 5 business days as of our notification of such change to swap or transfer any Digital Assets which we cease to support, to another wallet. Inabit does not accept any liability or responsibility for any losses resulting from such an update.

“Subscription Plan” – means the scope and commercial details Services plan you elected to acquire, from these detailed on our website and may be updated by Us from time to time or as detailed in a specific order form executed by You and Us in writing.

1. **Eligibility**

- 1.1. In order to register for an Inabit Account and be eligible for receiving Our Services, You must: (i) be at least eighteen (18) years of age or be of the legal age in your jurisdiction, if higher, (ii) have the legal ability to enter into and be bound by these Terms, (iii) meet Inabit AML requirements, (iv) reside in a jurisdiction where Inabit Services are available; and (v) comply with these Terms.

We are not obligated to accept any application from any applicant and have sole and absolute discretion to accept or reject applications to create Inabit Accounts.

- 1.2. Be advised that due to regulatory considerations, the availability of the Services may vary between jurisdictions.
- 1.3. **AML.** Inabit is required to comply with applicable AML, KYC, KYB and KYT requirements before and after You register for a Inabit Account. When You register for a Inabit Account, we will ask for documentation and information, including but not limited to copies of your and your UBOs' government-issued identification document, incorporation documents, articles of association etc. We may also gather and use information about You from third parties, to help Us confirm Your identity, share your information with Third Party Services as required to determine Your access to any part of the Services and/or to Inabit's System, and/or to perform AML/KYC/KYB/KYT checks. It is hereby clarified that we may ask for additional information for AML, KYC, KYB and KYT purpose when you add a new Service and with respect to specific transaction. Risk assessments and Our policies may change and therefore, we may restrict transaction which have been previously approved by us.
- 1.4. **Sanctions.** Inabit complies with the Sanctions Regime. Accordingly, Our Services are not available where prohibited by a Sanctions Regime or by Our policy, as updated from time to time;

2. **The License, Intellectual Property**

- 2.1. Inabit shall use commercially reasonable efforts to grant the Customer a limited, personal license, revocable, non-exclusive, non-transferable, non-sub-licensable right for its Business Representative or any Customer's representative duly identified and approved by Inabit to use the Platform, for internal and personal use only, including any revisions, releases, corrections, copies, modifications, derivatives, enhancements, updates or upgrades thereto, in accordance with terms of this Agreement and subject thereto (the "**License**"). For the avoidance of doubt, You do not acquire any rights whatsoever in and to the Platform or the Services beyond the rights granted herein, and any such use of the Platform shall be in accordance with the Terms. Inabit will have the right to review and monitor all use of the Platform to ensure compliance with the terms of the License and this Terms.
- 2.2. Inabit and/or its Affiliates retains sole ownership of all rights, titles and interests, including all Intellectual Property Rights, in and to the Platform and any associated documentation provided by Inabit.
- 2.3. The Customer expressly understands and agree that it will not acquire any right, title or interest in to the Platform except as expressly provided in this Terms. Inabit reserves all rights in and to the Platform not expressly granted in the Terms.
- 2.4. Without prior written authorization from Inabit, the Customer will not – and may not authorize the Business Representative or any third-party to:
 - allow a third party who has not been expressly and previously authorized to access or use the Platform, in return for payment, not in return for payment or free of charge.

- translate, modify, adapt, copy or reproduce the Platform, or any other element, function or graphic of the Platform and/or merge all or part of the Platform in other computer programs.
- sublicense, lend, rent, distribute, commercialize, transfer, sell, resell or divest the Platform in any manner.
- develop a product or a service competing with the Platform, develop services identical or similar to the Services, develop any functionality of the Platform.
- proceed to reverse engineering, decompile, disassemble or circumvent one of the Platform's mechanisms or seek to reconstruct or discover the source code of the Platform.
- conceive a derivative work based on the Platform.
- compile, collect or assemble information pertaining to the Platform in order to make use of it commercially, create a product or service similar, identical to or competing with the Platform.

3. **Registration Process**

3.1. **Business Representative.** The Services may only be used through an Account. This Section describes the circumstances under which Customer may delegate or grant access to its Account under this Terms as well as Customer's responsibilities with respect to such delegated use.

- (a) Customer may appoint the person(s) to exclusively act, in its name and on its behalf, to provide, approve, amend and/or replace Customer's policies and configuration with respect to the Services. Any update or modification of Customer' policies and configuration by the Business Representative shall be deemed to be made by Customer. Customer may change the Business Representative by providing written notice to Inabit which should be duly signed by an authorized representative of Customer.
- (b) You declare and guarantee that (i) the Business Representative is duly authorized by You to provide the information necessary to enter into a contractual relationship with Inabit and more generally any information provided to Inabit, (ii) the Business Representative has legal capacity and authority to enter into this agreement, either as duly authorized staff member or as a legal representative under the applicable law and (iii) the Business Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of Your business. We may request additional information and documents demonstrating the Business Representative authority.

3.2. **Permitted Users.** Customer or its Business Representative may appoint and expressly authorize Customer's employees and service providers to access the Service through its Account (each a, "**Permitted User**"). Customer and its Business Representative will ensure that the Permitted Users keep the Account login details secure at all times, will immediately notify Inabit in writing of any change to the Permitted Users and shall be responsible to update their authorization or access level to the Services, within Inabit System. Unauthorized access or use of the Account or the Service must be immediately reported to Inabit

3.3. **Further Responsibilities of the Customer.** Customer will ensure that the Business Representative and Permitted Users comply with the terms of this Terms. Customer is and will remain solely responsible for its internal policies and procedures with respect to delegating use of the Service to Customer's Business Representative and Permitted Users, and Customer acknowledges that it will be liable for any breach of this Terms by its Business Representative or Permitted Users. Without derogating from the above, Inabit will not be responsible or liable in any way for any use of Customer's Business Representative and Permitted Users of Inabit

System including but not limited to their unlawful/illegal act or human error, as well as in any instance of unauthorized access or use of the Service by Customer's Authorized Personnel, Permitted Users, to the Service (including in case of theft, embezzlement or similar cases).

Inabit shall not be responsible for any damages, losses, or liabilities arising from the actions or conduct of Permitted Users, and Customer shall indemnify and hold Inabit harmless from any such claims, demands, or actions related thereto.

Inabit shall not be liable for any failure by Customer or its Business Representative to keep the Account login details secure, notify Inabit of changes to Permitted Users, or update authorizations or access levels within Inabit's system. Customer and its Business Representative shall be solely responsible for maintaining the security of their Account login details and promptly reporting any unauthorized access or use of the Account or the Service to Inabit

- 3.4. **Establishing Inabit Account.** In order to become an Inabit customer, You have to create a Inabit Account by registering on www.use.inabit.com and provide Inabit with a valid, correct and up-to-date information. After having successfully completed the registration process (which is confirmed by Us), You will have go through a short verification process as detailed below, in order become an Inabit Customer.
- 3.5. **Client Verification Process and Verification Deposit.** In order to become an Inabit Customer and to use Our Services, You have to verify your Inabit Account ("**Client Verification Process**"). The duration, steps and requirements of the Client Verification Process depend on security requirements, in particular Anti Money Laundering considerations, and may change from time to time depending on the legal framework and technical developments. At any time during the Client Verification Process, We may request additional information and documents necessary to complete the Client Verification Process.
- 3.6. **Up-to-date and complete information.** You confirm that any document and information that You provide Us with, is up-to-date, correct and complete and that You have not withheld any information that could potentially influence the Client Verification Process (e.g. You confirm that You have not withheld any information that could potentially trigger any further due diligence). If any such information changes, it is Your obligation to provide the new information to Us as soon as practicable following such change.

We will request specific information from You in the process of becoming an Inabit Customer and from time to time for as long as You remain an Inabit Customer, which are required by law, authority guidelines (e.g. AML or Sanctions Regime) or our Third Party Services.

- 3.7. After having successfully registered a Inabit Account You may log in to Inabit Systems and access the platform operated by Inabit.
- 3.8. **No Acceptance Guarantee.** There is no guarantee that a specific person/business can successfully complete the Client Verification Process and thus become an Inabit Customer even if the relevant Inabit Customer has provided all information requested by Us. The reasons for this may include, but are not limited to, legal restrictions or economic considerations. We may refuse to further continue the Client Verification Process, in which case, this person cannot successfully pass the Client Verification Process.

4. **Security Measures, Loss of Password, Recovery**

- 4.1. **Security Measures.** As a preventive security measure, We may require the use of two-factor authentication identification or other security measure to ensure the integrity of Your log in information.

- 4.2. **Loss of passwords and credentials.** Use of the Account and the Services is reserved, by default to the Business Representative, or to its Permitted Users duly authorized and identified by the Customer and have completed an on-Boarding process to Inabit System. The Business Representative and/or the Permitted Users shall not share the Customer's password(s) or any other access credentials with any other natural or legal person unless expressly authorized by the Customer. We will not be liable for any loss you suffer caused by the loss or disclosure of Your password(s), access credentials, private keys, encryption keys or any other confidential data used to secure access to Inabit System or to your credentials or data.
- 4.3. **Credentials | Loss or theft of Two factor Authentication.** Any person having access to Your username and password may have access to Your Inabit Account and may affect transactions in Your name which may not be reversible. Therefore, in case of loss or theft of Your credentials or the two factor authentication (2FA), You must notify Us about this loss or theft and follow Our instructions immediately as You become aware of it. We will not be liable for any damages you suffer from such theft or loss and from failing to inform Us of such compromise of your credentials or 2FA.
- 4.4. **Lost Authentication Measures.** Inabit does not store or have control over Your credentials or authentication measures. If You are unable to find/recover Your authentication measures due to loss (e.g. losing Your mobile phone used for 2FA), You will need to contact Our support team for security reasons before You can access Your Inabit Account again, which may request documents and proof which, in view of the individual case, appear sufficient for the Inabit support team to confirm Your identity as well as the legitimacy of the request.

5. **Inabit Account**

- 5.1. **Prohibition of double accounts.** Except upon Inabit prior written approval in specific cases, Inabit allows only one Inabit Account per Inabit Customer. Multiple accounts for the same legal entity/UBO KYC are forbidden. Should another account (the "**Double-Account**") be created in addition to Your first account (the "**Original-Account**"), the following applies: Inabit has the right to block the Double-Account and keep it locked. Assets which are deposited on the Double-Account will be transferred by Us to Your Original-Account, provided that You can prove to Our satisfaction (for example via the identification service used by Us) that You are the creator and owner of both the Double-Account and Original-Account. Inabit may charge a fee for handling the closure of the Double Account
- 5.2. **Prohibition of shared Accounts.** Shared or joint accounts are forbidden. Each account will be owned by one natural person or legal entity.
- 5.3. **No transfer of Accounts.** You may not transfer your Inabit Account (neither by sale, donation or otherwise) to any other person or entity.
- 5.4. **Address Changes.** You have to ensure that the contact information (e.g. e-mail address) You provided to us registration is current and accurate. For as long as You do not notify Us about a new e-mail address, any communication from Us will be sent to the previous e-mail address. Notices delivered to the previous address shall be deemed delivered to You, if We were not aware of any changes to the e-mail.

6. **Obligations to act and cooperate on the part of the Inabit Customer**

You, as an Inabit Customer, undertake to:

- 6.1. be duly organized, validly exists, is in good standing under the laws of the state and / or country of its formation and is duly qualified and in good standing in each jurisdiction in which the Customer conducts a business;
- 6.2. ensure prompt execution of any contracts and declarations and render forthwith any assistance required and reasonably requested by Us in the course of making available to You Our Services.
- 6.3. immediately report all issues or problems with Our Services or transactions associated therewith which You either cause or are aware of and to support Us in remedying the problem, in accordance with Our guidance and to the extent reasonable possible.
- 6.4. state Your principal residency during the Client Verification Process.
- 6.5. without undue delay update Inabit about any changes to Your and Your UBOs' personal data (name, mailing/postal address, principal residency or e-mail address). The same applies if You notice that – for whatever reason – Your personal information displayed on Our Services does not conform with the documents and information provided by You to Inabit (for example if you notice that Your name is spelled differently on Your passport than on Our Services).
- 6.6. at all times ensure that your Inabit mobile app, Your internet browser and the underlying operating systems are always kept up to date to – amongst others – ensure that all security patches and updates are installed.
- 6.7. provide Us with any reasonable data and/or information that We require in order to provide Our services to You. This includes details with regard to proof of origin of funds (such as banking statements or any other details provided by banks or financial institutions, contracts of sales or contracts in general, invoices or any other suitable data). The documents and data You submit may be forwarded to Third Party Services for their approval, required as a precondition for completing a transaction or accessing any part of the Services.
- 6.8. notify Us without undue delay about any loss or restriction of Your capacity to contract.
- 6.9. notify Us without undue delay about the commencement of any insolvency or similar proceedings in any applicable jurisdiction.
- 6.10. to ensure the security of Your own systems and data. These responsibilities include, but are not limited to, using strong and unique passwords, keeping Your software and devices updated, utilizing appropriate security measures, and reporting any suspected vulnerabilities or weaknesses promptly to our support team.

7. **Services**

Inabit may offer the following services as shall be updated from time to time, at Inabit's discretion, to those licensees who have successfully completed the Inabit onboarding process and opened an Account.

- 7.1. **Inabit Dashboard.** Through its Account, the Customer has access to the dashboard which is a digital user-enabled interface allowing the management of digital assets. The dashboard is accessible through the Website with a web application or via mobile.
- 7.2. **Inabit Platform.** Inabit platform includes native Self-Custody Wallets as defined herein, connection to exchange accounts on the main exchanges (as shall be updated by Inabit from time to time), both can be displayed on Inabit Dashboard and governed by a signatory policy engine, the platform may also include third party wallets monitoring, Defi connection, crypto-fiat exchange and Payout (on/off ramping) Services, crypto accounting & tax integration, all as

shall be determined by Inabit from time to time at its discretion and as shall be included in the Subscription Plan acquired by You.

- 7.3. **Self-Custody Wallet.** Inabit provides the self-custody wallets of Supported Digital Assets. The wallets allow Customer to store, hold, track, transfer and receive certain Supported Digital ("Inabit Wallet").

You own and control the Digital Assets held in Your Inabit Account. As the sole owner of Digital Assets in Your Account, You shall bear all risk of loss of such Digital Assets. Inabit shall have no liability for Digital Asset fluctuations or loss associated with Your use of the Services. At any time, subject to outages, downtime, and other applicable policies, You may withdraw Your Digital Assets by sending it to a different Blockchain Address.

- 7.4. **Deposit Services.** Subject to the Screening of deposited Digital Assets, Deposit Services offers the Customer the ability to deposit Supported Digital Assets to the Inabit Wallet. Following the deposit of Supported Digital Assets in the Inabit Account, Inabit will either (i) open a dedicated Inabit Wallet or (ii) add the Supported Digital Assets to the existing balance of Digital Assets associated to the Inabit Wallet.

- 7.5. **Payout Services.** Payout Services offer the ability to convert Supported Digital Assets to Fiat or vice versa, offering the Customer the ability to use Supported Digital Assets from the Inabit wallet to send a payout in Fiat to a Fiat account, whether a digital wallet, PSP, or its own bank account, as shall be made available by Inabit and contracted Third Party Services from time to time, per geography and as included in the Subscription Plan acquired by the Customer .

For the purpose of Payout Services, the Customer expressly acknowledged these services shall be provided through (i) an exchange of Supported Digital Assets against other Supported Digital Assets, and in particular virtual currencies or tokens against stablecoins (or vice versa), either through centralized Digital Assets exchanges or so-called "decentralized" Digital Assets exchanges, (ii) sale of cryptocurrencies, including stablecoins against Fiat, enabling the payout of Fiat against Supported Digital Assets, all subject to Customer's approval and signing of such transactions.

- 7.6. **Transfer Services.** Offers the ability to send Supported Digital Assets from an Inabit Wallet or a Customer's exchange account connected to Inabit platform to a different Blockchain Address.

- 7.7. **Third Party Services.** We may, at Our discretion, arrange for certain actions and services to be performed by or through a third-party which may be an unaffiliated company, or an Affiliate of Inabit including unregulated entities ("Third Parties"). Any authority granted by You to Inabit, and any limitation of liability of Inabit, shall also extend to include its Affiliates, agents and any service providers. Inabit and the agents, Affiliates or service providers acting on behalf of Inabit under this section are authorized to perform the Services. You consent to Inabit providing Your and your UBOs' identifying information to any Third Party.

You may be made aware of or offered services, content, features, products, non-Inabit applications, offers and promotions provided by third parties, We may also enable You to connect Inabit wallet and Platform to third-party service provider, separately acquired by You (individually and collectively, "Third-Party Services"). Our consent to do so does not reflect a sponsorship, endorsement, approval, investigation, verification and certification or monitoring of such Third-Party Services by Inabit. Your acquisition of such Third-Party Services, and any exchange of data between You and any provider of Third-Party Services, is solely between You and such provider. Inabit does not warrant Third-Party Services in any way.

Under no circumstances will we have any liability for Third-Party Services. You choose to use any Third-Party Services at Your own risk, and under terms and conditions agreed between You and the provider of Third-Party Services that are different from the provisions of these Terms. You further acknowledge that We have no control over third-party Services and that You may be charged fees by the Third-Party Service provider. Inabit is not responsible for any Third-Party Services' fees. You are solely responsible for Your use of the Third-Party Service, and You agree to comply with all terms and conditions applicable to any Third-Party Service when using such.

8. **Exchange Rate**

- 8.1. Our exchange rate is based on, but not limited to, the rate that the crypto exchanges, liquidity providers and Third-Party Service providers offer Us. It is a variable exchange rate, which means it is constantly changing.
- 8.2. We'll show you the exchange fees before You make an exchange, as well as after You make an exchange in the transaction details.
- 8.3. The exchange rate may change between the time You initiated a transaction to buy, swap or sell Supported Digital Assets and the time of actual transaction execution including due to your transaction approval policy and signatory process. This means that You may receive more or less Supported Digital Assets or Fiat than You expected.
- 8.4. We are not responsible if You suffer any losses as a result of trading in cryptocurrency.

9. **Termination rights**

- 9.1. **Inabit Customer termination rights.** Except where these Terms or Specific Terms set out different notice periods, an Inabit Customer may terminate the Inabit Account by providing at least three month' notice of not renewing the Subscription Plan. Otherwise, the Subscription Plan automatically renews for an additional year, at the updated terms of such Subscription Plan. Such termination will take effect at the end of the then current Subscription Plan. At the time of such termination request, Inabit shall complete any Service transaction which was accepted by Inabit.
- 9.2. **Inabit termination rights.** Vis-à-vis Inabit Customers, We may at any time terminate all transactions and business relations by giving three month' notice, except where any of Our Terms set out different notice periods.
- 9.3. **Causes entitling Us to terminate the entire business relation.**

Inabit reserves the right to terminate the entire business relation and/or suspend, block and/or restrict Customer's access to the system and the Service for specific functions immediately for cause if, in particular, but not limited to:

- a) Inabit reasonably believes that an Inabit Customer is or has been convicted or accused of (including any reasonably documented media reports or market rumors on) any breach or violation of criminal, administrative or tax laws in any country of the world, e.g. fraud, terrorist financing, money laundering, tax fraud, being part of a Ponzi scheme of any kind, using matrix programs/pyramid programs/multi-level marketing or other high-risk business detrimental to customers, unlawful activity in any country of the world, forbidden gambling, intellectual property or proprietary rights infringement, counterfeit or unauthorized goods, using/distributing drugs and drug paraphernalia or substances designed to mimic illegal drugs, producing/distributing adult content and services.

- b) official investigations (by any competent public authority, in particular, but not limited to, any public prosecutors in the field of criminal law or tax agents) against an Inabit Customer have been initiated or threatened with respect to any breach or violation of relevant criminal, administrative or tax laws in any country of the world.

Inabit does so in order to comply with any (i) applicable law (in particular for anti-money-laundering purposes) or regulation, (ii) internal guidelines based on such law or regulation, (iii) any order or request by a court or other authority, or (iv) any applicable sanctions program.

- c) an Inabit Customer has breached any of its obligations under these Terms or Third Party Services terms and has failed to cure such breach within 10 Business Days from the date of notification of such breach by Inabit.
- d) an Inabit Customer has breached any of the following rules of Inabit or Third Party Services, including but not limited to:
 - (a) the Services or Inabit Platform were used for illegal activities;
 - (b) it provided incorrect and/or incomplete information or refused to provide the required information, if such information is of material importance;
- e) an Inabit Customer has breached any lawful agreements, terms, rules or regulations with/of a Inabit Affiliate and has failed to cure such breach within 10 Business Days from the date of notification of such breach by Inabit.
- f) an Inabit Customer has opened more than one account with Inabit or has shared its Inabit Account with another person (not include his employees), without Inabit's prior written approval and has failed to cure such breach within 10 Business Days from the date of notification of such breach by Inabit.
- g) an Inabit Customer used an Inabit Account without legal entitlement to use such an account.
- h) an Inabit Customer concealed its true identity or origin of funds by providing incorrect, incomplete, outdated or misleading data to Inabit or to a payment service provider.
- i) an Inabit Customer manipulated Inabit Systems, whether manually or through any use of an automated system (e.g. bot) or any other tool or method which deviated from normal, typical and intended use of Inabit System, except such use has been previously agreed in writing with Inabit.
- j) an Inabit Customer conducted transactions in a way or used Inabit Systems in a way that caused damage, disadvantages or losses for Inabit and/or Affiliates and/or impaired any of the Services.
- k) If any insolvency, or similar proceedings have commenced against Inabit Customer, the Inabit Account may be locked and/or frozen until it is clarified who may access to the Inabit Account in accordance with applicable laws.
- l) an Inabit Customer lost its legal capacity to act. In such case, the Inabit Account may be locked and/or frozen until it is clarified who may access to the Inabit Account in accordance with applicable laws.
- m) upon an Inabit Customer's death, once Inabit has been notified of a death of an Inabit Customer and received proof of death in a sufficient form, the Inabit Account will be suspended and blocked for security reasons, until the order of succession will be

ascertained from a court having competent jurisdiction over the dead Inabit Customer's estate. The required steps will be communicated to the designated executor, respectively the heir(s).

It should be noted that, under no circumstances, does Inabit have access to the Customer's private keys of the Digital Assets in the Inabit Account. At any time' the Customer can access to the Key Recovery, which enables them to recover the private key of the Digital Assets in the Inabit Wallet.

- 9.4. **Notice of extraordinary termination.** In cases of an extraordinary termination by Inabit, We shall provide You with notice of such termination per email, unless it would be unlawful for Us to do so. We are not obligated to disclose to you any findings or information acquired by Our security and risk management procedures.
- 9.5. **Suspension lifting.** In the event Inabit is refusing to complete a transaction and/or lock and/or freeze your Inabit Account, We will lift the lock or freeze or complete the transaction as soon as reasonably practicable once such reasons no longer exist. However, We are under no obligation to allow You to conduct a transaction at the same price or on the same terms as the suspended, reversed or blocked transaction.

10. **Withdrawal of Assets, Fees**

- 10.1. **Withdrawal of assets.** After the termination of the Subscription Plan, irrespective of whether the termination is affected by Inabit or the Inabit Customer, the Customer is not required to withdraw assets from the Inabit Account. Customers can, utilizing the Key Recovery service, import the private keys of the Inabit Wallet to a different wallet platform, without the need for transfer or use of Inabit System. Please note that fees may be incurred when utilizing the Key Recovery services.
- 10.2. **Inabit Fees and Charges.** Inabit may charge Inabit customers fees for its Services, including late fees, liquidated damages and administration fees, all as detailed in Your Subscription Plan and as provided in its website and updated from time to time.
- 10.3. **Third Party Services Fees.** You acknowledges that the use of Third-Party Services may incur additional fees or charges.
- 10.4. **Network fees.** Network fees are fees required to broadcast and validate cryptocurrency transactions on a Blockchain and perceived by so-called “miners” who process such transactions. Network fees are incurred on every on-chain Digital Assets transaction. In particular, the Customer understands and accepts that it will incur Blockchain Network fees while using Deposit, Swap and Transfer Services, including for payouts.

Inabit does not retain any portion of these Network fees, the amount of which are variable depending on factors such as network conditions, congestion and pricing policy on the applicable Blockchain.

11. **Set-Off**

- 11.1. **Set-off.** Each of Inabit and its Affiliates may at any time set-off any due and unpaid monetary claim it has against an Inabit Customer against any due and unpaid monetary claim such Inabit Customer may have against it or deduct the amount due from any balance Inabit Customer has with Inabit, in relation to any Service.
- 11.2. For the avoidance of doubt: this Section 8 does not intend to exclude any rights Inabit and Inabit Affiliates may have under applicable law and only amends and/or extends (as the case may be).

12. **Data Protection**

- 12.1. We respect your privacy. In the Course of using the Inabit Systems and Services we will collect and store personal data. Information about our data collection and retention policies are provided in the Privacy Policy [[add hyperlink](#)].

13. **Risks**

Using Inabit Systems and the assets offered on Inabit Systems and other services provided by Inabit, bears risks, which each in the worst case may lead to the total loss of your assets. These risks are in particular, but not limited to, the following:

- 13.1. **No advice or guarantees.** The content provided as part of the Services should not be considered legal or financial advice. We may provide information on the price, range or volatility of Digital Asset and events that have affected the price of Digital Asset, but it should not be considered as investment or financial advice and should not be construed as such. Inabit is not acting and cannot act as an advisor, including as to any financial, legal, investment, insurance or tax matters. Any information provided by Inabit is for general information only. You are solely responsible for determining whether any contemplated transaction is appropriate for You. You should consult with an attorney or other professional to determine what may be best for Your individual needs. Inabit does not make any guarantee or other promise as to any results that may be obtained from using the Services. You should not make any decision without first consulting Your financial advisor and conducting your own research and due diligence.
- 13.2. **Risk of blockchain attacks.** As with any other public blockchain-based systems, the Digital Assets available on the Services may be susceptible to attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks or any other mining or non-mining related attacks which are out of the Our influence and control. Any successful attack presents a risk to the Services technology, expected proper execution and sequencing of cryptographic blockchain-based digital information units transactions and expected proper execution and sequencing of software computations.
- 13.3. **Risk of depreciation in value, liquidity and extreme volatility.** Digital Assets are not widely regulated, do not qualify as, and thus cannot be compared to, a legal tender, security or other regulated financial product. The value of Digital Assets is typically determined by the current market price (if any) and there is usually no way to redeem or exchange the Digital Asset with a central entity. Digital Assets might experience extreme volatility and/or the value of cryptographic blockchain-based digital information units might decline to zero. As additional costs with respect to regulatory or other risks might be triggered – and if such costs are added for the purpose of calculation to the value of cryptographic blockchain-based digital information units or Digital Assets (whatever value you might give to the cryptographic blockchain-based digital information units) – Digital Assets might also decline in their value to zero. Past performance of a certain asset does not indicate future results.
- 13.4. **Risk of software weaknesses.** While We make reasonable efforts to develop secure software, We cannot guarantee its flawless operation or protection against all potential threats. Therefore, to the extent permitted by law, we disclaim any liability for any direct, indirect, incidental, or consequential damages arising from software weaknesses, security breaches, or other related issues. By using our Services, You acknowledge and accept the inherent risks associated with software weaknesses. You understand that no software is entirely free from vulnerabilities, and You agree to use Inabit System at your own risk.

- 13.5. **Availability of Inabit Systems.** Technology-based systems like Inabit Systems need (planned and unplanned) maintenance work and development work and that for such work interruptions of the systems (planned and unplanned) are necessary and system immanent. During the period of such interruption, the use of the Inabit Systems may be restricted or not possible and therefore the Services may also be temporarily impossible. Planned maintenance work, updates or upgrades that not only temporarily restrict the functioning of Inabit Systems or cause it to fail will be communicated to the Inabit Customer in a suitable manner (for example, by email) in a reasonable amount of time in advance. Such maintenance work will be completed as soon as possible. Unplanned maintenance work that is necessary due to technical defects or force majeure will be carried out as soon as possible.
- 13.6. **Regulatory and legal risk| Availability of Services.** It is possible that statutory or regulatory changes have material effects on the current setup of the Inabit Systems. Inabit is committed to design, modify and/or adapt the Inabit System in such a way that it complies with all applicable laws and regulations while at the same time retaining the flexibility for Inabit Customers but cannot guarantee that certain regulatory or legal changes may result in the limitation or termination of certain services on Inabit Systems. Accordingly, Inabit may use its sole and absolute discretion to, among other things, reject specific applications to open Accounts, prohibit use of part or all of the Services and/or close, freeze or suspend Accounts, where We, in Our sole and absolute discretion, have determined that regulatory or policy reasons prevent Us from being able to offer Our Services.
- 13.7. **Risk of phishing and/or social engineering.** SMS and e-mail services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from Inabit. You should always log into your Inabit Account through www.use.inabit.com to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice. Phishing attacks often occur despite SMS or e-mail or equivalent services, via search engines or ads in search engines, or other fraudulent links.
- 13.8. **Tax implications.** The use of Our Services may trigger tax consequences for You, including, but not limited to, being required to declare your asset portfolio, trades and profits to the competent tax authorities as well as to calculate and pay taxes triggered by Your transactions. Such tax consequences often (but not always) depend on the tax laws of the country of Your permanent residence and the international tax treaties that country has ratified. Only You are responsible to comply with all national and international tax laws from time to time applicable to You by virtue of using Our Services at all times and Inabit shall not be required to inform or warn You about any existing or pending tax implications in connection with the Services and does not make any representations whatsoever in respect to any tax consequences triggered by using the Services.
- 13.9. **Monitoring.** We employ various monitoring activities to ensure the security, integrity, and compliance of Our Services, *inter alia*, in order to ensure compliance with applicable laws, regulations, and internal policies. We may share relevant information with regulatory authorities or law enforcement agencies as required or permitted by law.
- 13.10. **Transaction Monitoring.** We may monitor Your activity, including but not limited to Your Inabit Account and any communication with Us for the purpose of detecting and preventing fraudulent activities, money laundering, or other suspicious transactions that may violate applicable laws, regulations, or internal policies.

13.11. **System Monitoring.** We may monitor our Inabit System to identify and respond to security threats, performance issues, or vulnerabilities that may impact the availability, reliability, or integrity of our services.

14. **Data Accuracy**

Although We intend to provide accurate and timely information on the website or app, such information may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide You with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding our policies, products and services. Accordingly, You should verify all information before relying on it, and all decisions based on information contained on the website or app are Your sole responsibility and We shall have no liability for such decisions. Links to third-party materials (including without limitation, websites) may be provided as a convenience but are not controlled by Us. You acknowledge and agree that We are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Our website or app.

15. **Disclaimers**

SUBJECT TO APPLICABLE LAW, OUR SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTY OF ANY KIND, “WITH ALL FAULTS” AND “AS AVAILABLE”. YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. WE AND OUR LICENSORS, SERVICE PROVIDERS OR SUBCONTRACTORS (IF ANY) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VULENARABILTIES, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; OR (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; OR (D) THAT OUR SERVICES, THE BLOCKCHAIN SYSTEM OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR ERRORS, THAT ITS CONTENT IS ACCURATE, THAT IT WILL BE UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

INABIT MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR: (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT; (II) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT; (III) THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES; (IV) WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS; AND (V) ANY SECURITY BREACH, SYSTEM VULENRARILITIES OR WAKNESSES RESULTING BY CODING ERRORS, DESIGN FLAWS ALICIOUS CODE, MALWARE,BOTS, WORMS, TROJANS,

BACKDOORS, EXPLOITS, CHEATS, FRAUD, HACKS, HIDDEN DIAGNOSTICS, OR OTHER MECHANISMS TO DISABLE SECURITY OR CONTENT PROTECTION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INABIT, ITS AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OR LICENSORS (COLLECTIVELY, "RELEASED ENTITIES"), OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

16. Limitation of Liability

16.1. Principles of Liability. Inabit and/or its affiliates may only be obliged to the reparation of direct and foreseeable damages caused by a breach related to the provision of the Services. Inabit's maximum liability for those damages, whether in contract or tort, or otherwise, shall in no event exceed, in the aggregate, the total subscription fees actually paid to Inabit due to the Subscription Plan in the six (6) month period immediately preceding the event giving rise to the claim for liability. For the sake of clarity, this limitation includes only payments actually made to Inabit in connection with the Services. During the preceding six (6) month period. This limitation of liability is cumulative and not per incident related to the Services specifically addressed in these Terms.

If any provision of this limitation of liability is held to be unenforceable or invalid for any reason, Inabit's total liability for any and all claims shall be limited to the maximum extent allowed by applicable law.

16.2. Orders Passed on to Third Parties. If the contents of an order are such that We usually entrust a third party with its further execution, by passing the order to a third party, We will be deemed as having fulfilled Our duty according to these Terms. In such cases, Our liability shall be limited to the reasonable selection and instruction of the third party.

16.3. Disturbance of Business. We shall not be liable for any losses caused by circumstances outside of our control, including Blockchain congestion, specific token/coin protocol issues, force majeure, riots, war, pandemic, or natural events or due to other occurrences for which We are not responsible of (i.e. strike, lockout, traffic hold-ups, administrative acts of domestic or foreign authorities).

16.4. Set-Off Limitations on the Part of the Customer. The Customer may only set off claims against those of Ours if the Customer's claims are undisputed or have been confirmed by a final and binding court decision.

16.5. Right of Disposal upon the Death of the Customer – Upon the death of the Customer, any person who approaches Us claiming to be the Customer's legal

successor shall be required to furnish a suitable proof of their entitlement under inheritance law. If an official or certified copy of the testamentary disposition (last will or contract of inheritance) together with the relevant record of probate proceedings is presented to Us, We may consider any person designated therein as heir or executor as the entitled person, allow this person to gain access to Inabit wallets' recovery keys, thereby discharging Our obligations. This shall not apply if We are aware that the person designated therein is not entitled to dispose (i.e. following challenge or invalidity of the will).

17. **Miscellaneous**

- 17.1. **Disclosure of data to authorities.** Under applicable AML and Sanctions Regime, We are obligated to maintain certain information about You, including User records and transaction history, for the duration required under applicable laws. In addition, under certain circumstances, We are required to report to the competent authorities of any unusual transactions, or of any suspicion. Inabit may disclose any data relating to Inabit Customer and Inabit Accounts (including all transactions made in the past in connection therewith) if required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar official body (for example in connection with criminal investigations). Inabit reserves the right to cooperate with such authorities to the maximum extent required by law.
- 17.2. **No waiver of rights.** The failure of Inabit to enforce or to exercise, at any time or for any period of time any term of or any right or remedy arising pursuant to or under the Terms shall not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect Inabit' right to enforce or exercise it later, provided that such right is not time barred, expired or precluded.
- 17.3. The Terms shall continue to apply even after termination of the business relation until complete settlement.
- 17.4. **Contractual language.** In case the Terms are made and published in various languages. In case of a dispute or any discrepancies, the English language version of the Terms shall prevail.

18. **Governing Law**

- 18.1. These Terms and the relationship between You and Us shall be governed by, and construed and interpreted in accordance with, the laws of Israel, and You irrevocably submit to the exclusive jurisdiction of the competent courts of Israel with respect to any dispute regarding the validity, breach, interpretation, performance or otherwise arising out of or in connection with these Terms and the relationship between You and Us.

19. **Place of jurisdiction**

- 19.1. Any and all contractual and non-contractual disputes, divergences or claims between Inabit and a Inabit Account will be subject to the exclusive jurisdiction of the courts of Tel Aviv.