

1) Terms of issuance & redemption (legal promise)

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Issuer: FUSAUSD Financial Ltd.

Principal place of business: Wigmore Street, Marylebone, London W1U 3RY, United Kingdom

Issuer + scope

1. These Terms of Issuance and Redemption (the “Terms”) are issued by FUSAUSD Financial Ltd. (“Issuer”, “we”, “us”). The Issuer’s principal place of business is Wigmore Street, Marylebone, London W1U 3RY, United Kingdom. If the Issuer uses an SPV, trust, or similar vehicle for reserves and issuance, that entity is identified in Appendix D (Issuer Structure).
2. These Terms govern the minting (issuance), holding, transfer (where supported), and redemption of the FUSAUSD stablecoin described below (the “Token”). Separate terms may apply to other services offered by the Issuer or its affiliates (for example, exchange accounts, merchant programs, custody, or energy-related programs). Those services are not provided under these Terms unless explicitly stated.
3. The FUSAUSD Token is intended for retail and institutional users alike who complete our onboarding and verification processes. You represent that you are acting for your own account or, if you act for an entity, that you are authorized to bind that entity and to provide information about beneficial owners and controllers as requested.
4. The Token may be offered only in certain jurisdictions. You may not access or use the Token if you are (i) located in, ordinarily resident in, or organized under the laws of a Prohibited Jurisdiction, (ii) a Sanctioned Person, or (iii) otherwise barred from receiving the FUSAUSD Token under applicable law. “Prohibited Jurisdictions” and related restrictions are described in Appendix C (Eligibility and Geographic Restrictions) and may change over time.
5. The Token may be made available on one or more blockchain networks (each, a “Supported Network”). A canonical list of Supported Networks and contract addresses is maintained in Appendix A (Contracts and Networks). Only Tokens issued under those contracts are covered by these Terms.
6. If these Terms conflict with the Reserve Policy, Transparency Policy, Operational Controls, or On-Chain Permissions published by the Issuer, the document that expressly governs the topic controls for that topic. Except where prohibited by law, we may amend these Terms as described in Section 8.

Token nature

7. The Token is designed to track the value of one unit of fiat currency. “**1 FUSAUSD Token = 1 USD**” means that, subject to these Terms, an eligible Token Holder may submit Tokens for redemption and receive **one unit of the Reference Currency** per Token, less applicable fees and third-party charges.
8. The Token is **not** legal tender, is **not** issued by a central bank, and is **not** a deposit or other bank account. Unless we state otherwise in writing, the Token does not earn interest, yield, or other return from the Issuer.
9. The Token is a contractual arrangement between you and the Issuer. Your rights are limited to those stated in these Terms, including the right to submit Tokens for redemption in accordance with Section 4, and any rights required by applicable law.
10. You bear the risk of loss arising from blockchain transactions, including incorrect addresses, incompatible networks, failed or delayed transactions, network congestion, or third-party custody failures. The Issuer does not control Supported Networks and does not guarantee transaction finality or uptime.
11. The Token may be subject to regulatory treatment that varies by jurisdiction (for example, as e-money, a stored value product, or a payment instrument). Nothing in these Terms is intended to provide legal, tax, or investment advice.
12. Secondary-market pricing. You understand that the Token may trade above or below the Reference Currency on third-party venues (including exchanges, brokers, and wallets) due to liquidity, market conditions, venue rules, and factors outside the Issuer’s control. The Issuer does not set, support, or guarantee any secondary-market price. The Issuer’s obligation is limited to minting and redeeming in accordance with these Terms and the applicable Redemption SLA.

Minting (issuance)

13. Minting is available only to eligible users. We may offer minting directly to Token Holders and/or through approved brokers, exchanges, or authorized participants (“APs”). Eligibility requirements, including onboarding, KYC/KYB, and ongoing monitoring, are described in Appendix C.
14. To request minting, you must place a mint order through the channel we make available (for example, an online portal or API). We may require minimum and maximum order sizes, batching, and cut-off times; these are set out in Appendix B (Fees and Service Levels).
15. Funding methods may include bank transfer (wire/ACH/SEPA or local equivalents) and other rails we approve in writing. Card funding, if offered, may be subject to additional fees, verification steps, dispute/chargeback rules, and limits described in Appendix B.
16. A mint order is accepted only when we confirm it as accepted (for example, by an “Accepted” status in the portal/API). We may reject or cancel a mint order before acceptance, including where required information is missing, verification is incomplete, or we reasonably suspect fraud, sanctions exposure, or other illicit activity.

17. Tokens are minted only against cleared funds. “Cleared funds” means funds that are received by the Issuer (or its designated reserve account) and are not subject to reversal, chargeback, recall, or other clawback risk under the relevant payment rail. “Received” does not necessarily mean “cleared”.
18. We may place funds or orders into a pending state while we complete checks, confirm settlement finality, or resolve discrepancies. While pending, we are not obliged to mint Tokens, and you may not treat the pending amount as Token holdings.
19. If we receive funds with incorrect references, from an unverified source, from a third party not approved by us, or in a manner inconsistent with your order, we may (i) hold the funds pending investigation, (ii) return the funds (less bank fees), or (iii) request additional documentation. We may also require you to re-submit the order.
20. Once cleared funds are confirmed and the order is accepted, we will mint Tokens to the address you specify on a Supported Network. You are responsible for providing a correct address and for ensuring you can access it. Tokens sent to the wrong address or wrong network may be irretrievable.
21. We may impose transaction limits, velocity limits, and risk-based holds. We may also delay minting where necessary to comply with law, to protect the integrity of the FUSAUSD Token, or to manage operational risk, including cyber incidents and banking or custody disruptions.
22. Issuance fees, if any, are stated in Appendix B. Unless stated otherwise, fees are deducted from the amount funded (so the Tokens minted reflect net funds), and you remain responsible for any bank, intermediary, or network fees charged in connection with funding.
23. If a mint order is reversed or later found to have been funded with non-cleared funds (including through chargeback, recall, or fraud), we may require you to return or forfeit the corresponding Tokens, and we may take enforcement actions described in Section 6.

Redemption

24. Redemption is available only to eligible Token Holders who satisfy our verification requirements at the time of redemption. We may require updated KYC/KYB, proof of source of funds, beneficial ownership information, or other documentation before processing a redemption.
25. To redeem, you must submit a redemption request through our portal/API and transfer the Tokens to the redemption address we specify for the relevant Supported Network. A redemption request is not complete until the Tokens are received by us and confirmed on the relevant network.
26. **Standard redemption** means redemption processed within the service level stated in Appendix B (the “Redemption SLA”). The Redemption SLA may differ by payment rail and jurisdiction and may exclude weekends and bank holidays. We will use commercially reasonable efforts to meet the Redemption SLA, subject to Section 5 (Suspension) and Section 6 (Compliance).

27. Typical SLA redemption target time is T+2, excluding standard cutoff times, holiday calendars and banking hours in the United Kingdom. Expedited options and prioritisation rules may be granted after framework negotiations and on a “case by case” basis.
28. Cut-off times may apply. Requests submitted after a cut-off time, or on a non-Business Day, may be treated as received on the next Business Day. “Business Day” means a day on which banks are open for general business in London, United Kingdom, and any relevant clearing system is operating.
29. Redemptions may be paid out by bank transfer or other rails we support. You are responsible for providing accurate banking details and for ensuring your receiving account can accept the Reference Currency. We are not responsible for delays or failures caused by your bank, correspondent banks, or payment systems.
30. Minimums, maximums, and batching rules may apply. In periods of elevated demand or reduced liquidity in payment rails, we may queue requests and process them in order of completion time, subject to risk-based prioritization required by law or operational constraints.
31. We may process a redemption as a partial redemption if (i) you request an amount that exceeds applicable limits, (ii) a payment rail imposes limits, or (iii) we are managing operational constraints. If we process a partial redemption, we will notify you through the portal/API and continue to process the remainder when practicable.
32. Redemption fees, if any, are stated in Appendix B and may include standard and expedited options. Unless stated otherwise, fees are deducted from the payout amount. Third-party bank fees and intermediary charges may also be deducted or charged separately by the banks involved.
33. We may refuse, delay, or reverse a redemption where we reasonably believe it is necessary to (i) comply with law, regulation, sanction requirements, or a court or governmental order, (ii) prevent fraud or illicit activity, (iii) address a technical or security incident, (iv) manage a chain disruption, or (v) mitigate insolvency or custody risk affecting reserves or payment rails.
34. If we refuse or delay a redemption, we will use reasonable efforts to notify you of the reason unless we are prohibited by law or doing so would compromise security or an investigation. Where appropriate, we may request additional information or documents as a condition to processing.
35. Once we send a redemption payment, it is final as between you and us, subject to the rules of the relevant payment rail and banks. The Issuer is not liable for funds that are subsequently frozen, recalled, or delayed by third parties acting under law or their internal policies.
36. EU redemption right. Where the Token is offered in the European Union as an e-money token under Regulation (EU) 2023/1114, a holder has a right of redemption against the Issuer at any time and at par value, by payment in funds other than electronic money, subject to completion of lawful screening (including sanctions and financial-crime controls) and the operational steps in these Terms.

Suspension / force majeure

37. We may suspend or limit minting, redemption, transfers, or other Token functions (a “Suspension”) if we determine, in good faith, that Suspension is necessary to protect Token Holders, to comply with law, or to manage material operational or financial risk.
38. Suspension triggers may include, without limitation: banking or payment-rail outages; custodian or reserve account restrictions; significant cyber incidents; material discrepancies in reserves requiring investigation; chain halts or severe congestion; sanctions events; regulatory directives; or credible risk of insolvency or disorderly redemption.
39. During a Suspension, we may (i) pause minting and/or redemption, (ii) process only certain transactions, (iii) impose lower limits, or (iv) require additional checks. Tokens remain subject to these Terms during Suspension. We do not promise that Tokens will be transferable or redeemable during a Suspension.
40. We will provide notice of a Suspension through the communication channels we reasonably consider appropriate (for example, our website, status page, portal notices, or email). Notice may be delayed where immediate disclosure would compromise security or compliance.
41. We will aim to resume normal operations as soon as practicable. We may not be able to estimate duration. Resumption may occur in stages, including reduced limits or additional verification requirements.
42. If a Supported Network undergoes a fork, reorganization, exploit, or similar event, we may designate a canonical chain and may require migration to a new contract or network. The canonical chain and any required migration process will be communicated by the Issuer. Only Tokens on the canonical chain and under the canonical contract are eligible for redemption.
43. Force majeure: we are not liable for delay or failure to perform to the extent caused by events beyond our reasonable control, including acts of government, war, civil unrest, labor disputes, failures of banks or payment systems, internet or power outages, occurrences of market instability, hyperinflation, irregular currency FX volatility, stock market crashes and / or failures of Supported Networks.
44. Timely redemption benchmark. Unless Appendix B states a shorter period for a given rail, the Issuer treats ‘timely’ redemption as settlement no later than two (2) Business Days after receipt of a complete redemption order, net of ordinary, well-disclosed fees, except where a delay is permitted under these Terms (including for compliance holds, payment-rail outages, or network disruption).

Fees + taxes

45. Fees and service levels are set out in Appendix B. The Issuer may charge fees for minting, redemption, expedited redemption, account maintenance (if applicable), and other services expressly described in Appendix B.
46. Third-party charges may apply. You are responsible for bank fees, correspondent charges, intermediary deductions, and network gas fees. We may deduct third-party charges from amounts otherwise payable to you where we incur them in connection with your transaction.

47. We may change fees by updating Appendix B. Unless prohibited by law, fee changes apply from the effective date stated in the updated Appendix B, and may apply immediately for changes required by banks, payment rails, custodians, or regulators.
48. Where we offer expedited redemption, it is subject to availability of payment rails and banking partners, and may be limited or unavailable during periods of stress or during a Suspension.
49. All amounts are stated in the Reference Currency unless otherwise specified. If a transaction involves FX conversion (for example, where a local payout currency is used), FX rates and spreads (if any) will be disclosed in Appendix B or in the transaction flow before you submit the request.
50. You are responsible for determining and paying any taxes that apply to you in connection with your use of the Token, including income, VAT/GST, withholding, and reporting obligations. We may withhold or report where required by law.
51. If you request documentation for accounting or tax purposes, we may provide statements or confirmations in the format we reasonably determine. You are responsible for reconciling those statements with your own records.

Compliance + enforcement

52. We maintain an AML and sanctions compliance program. You agree to provide accurate information and to promptly update it. You may not use the Token for any unlawful purpose, including money laundering, sanctions evasion, terrorist financing, or fraud.
53. We may screen you, your counterparties, and transactions against sanctions and risk databases. We may monitor on-chain activity using third-party analytics. You consent to such screening and monitoring to the extent permitted by law.
54. We may request information about the source of funds, source of wealth, transaction purpose, counterparties, and beneficial ownership. Failure to provide requested information in a timely manner may result in delay, Suspension, or termination of access.
55. We may refuse to mint, redeem, or process transfers where required to comply with law or where we reasonably suspect illicit activity or a breach of these Terms. We may also restrict your access pending investigation.
56. To the extent supported by the Token's smart contracts and On-Chain Permissions, we may freeze, block, or otherwise restrict Tokens associated with prohibited activity or legal process. We may also request that service providers (including custodians, exchanges, and validators) take steps consistent with law.
57. If Tokens are credited to you by mistake, or if Tokens are minted or transferred to you in error, you must notify us promptly and cooperate in returning the Tokens. We may debit your account or take on-chain actions, where available, to correct the error.
58. If we determine that you have breached these Terms or engaged in prohibited activity, we may, as permitted by law: (i) reject or reverse orders, (ii) suspend or terminate your access, (iii) freeze Tokens, (iv) refuse redemption, (v) set off amounts owed against amounts payable, and (vi) pursue legal remedies.

59. We may comply with lawful requests from courts and governmental or regulatory authorities, including requests to freeze funds, disclose information, or block transactions. We may not be able to inform you of such requests.
60. We may close accounts or cease supporting a user. If we terminate your access, we may require you to redeem Tokens through a controlled process, subject to verification and legal constraints, or we may direct you to transfer Tokens to an approved destination where permitted.
61. If card funding is supported, additional rules apply: disputes and chargebacks may result in holds, reversals, and enforcement actions. You agree not to initiate a chargeback for a transaction you authorized except where permitted by applicable law, and you agree to cooperate with documentation requests.
62. You are responsible for safeguarding credentials, API keys, and private keys. You must promptly notify us of suspected compromise. We may require security measures, including multi-factor authentication and IP restrictions, for certain users or transaction sizes.
63. You acknowledge that the Issuer is not responsible for the acts or omissions of third-party wallet providers, exchanges, payment processors, banks, or custodians, even if we refer you to them. Your relationship with those third parties is governed by their terms.
64. Records: you agree that records and logs maintained by the Issuer (including portal/API logs and on-chain records) may be used as evidence of your transactions and instructions, except where prohibited by law.
65. Complaints may be submitted via the support email address or web form published on the Issuer's website and must include (i) the complainant's identity and contact details, (ii) the wallet address(es) and transaction hash(es) involved (if any), (iii) the relevant dates and amounts, and (iv) the relief sought. We acknowledge receipt within 5 Business Days and aim to provide a substantive response within 21 Business Days, unless extended for good reason (for example, complexity, third-party dependencies, or legal restrictions). If you are dissatisfied with our response, you may request escalation to a senior reviewer. Nothing in this clause limits any mandatory consumer or regulatory complaint rights that apply to you.
66. Risk factors: you acknowledge the principal risks described in Appendix E (Risk Disclosures), including redemption delays, banking and custody risk, blockchain risk, regulatory risk, and operational risk.
67. Restricted Jurisdictions; eligibility. The Token, redemption services, and any related program features (including any merchant program or incentives) are offered only where, and to the extent, the Issuer and its service providers determine that such offer, sale, distribution, holding, transfer, and redemption are permitted under applicable law and regulatory requirements. The Token and related services are **not** intended to be offered, marketed, sold, or made available in any jurisdiction or to any person where doing so would be unlawful or would require licensing, registration, authorization, or approval that has not been obtained. The Issuer may restrict or refuse access to any feature, suspend onboarding, or require additional verification at any time to comply with law or to manage regulatory risk."

68. United States. Unless the Issuer expressly states otherwise in writing for a specific product and user category, the Token and redemption services are not made available to U.S. Persons or to persons located in the United States. “U.S. Person” has the meaning commonly used under U.S. securities and sanctions frameworks (including Regulation S under the U.S. Securities Act of 1933), and includes any person resident in the United States. The Issuer may require documentary evidence of non-U.S. status and may restrict, block, or offboard accounts that appear to be U.S.-linked.
69. European Economic Area / United Kingdom. The Token and related services are not offered to the public in the European Economic Area or the United Kingdom unless the Issuer has implemented the required authorizations and disclosures for the relevant activity, including under Regulation (EU) 2023/1114 (MiCA) where applicable. Access may be limited to users and transactions that the Issuer determines are permitted under applicable law.

Notices

70. Governing law and venue: these Terms are governed by the laws of England and Wales, without regard to conflict of law rules. Subject to the dispute resolution clause below, courts of England and Wales have exclusive jurisdiction.
71. Dispute resolution: before commencing formal proceedings, you agree to provide written notice of the dispute and allow at least 30 (thirty) days for good-faith resolution. If arbitration is used, the arbitration seat, rules, and language are specified in Appendix F. Where required by law, you may still bring claims in an applicable small-claims forum.
72. Disclaimers: the Token and related services are provided on an “as is” and “as available” basis. We disclaim all warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
73. No investment advice: we do not provide investment, tax, or legal advice. Any statements about the Token’s design, reserves, or policies are provided for informational purposes and are subject to change as described in these Terms and the referenced policies.
74. Limitation of liability: to the fullest extent permitted by law, the Issuer is not liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, goodwill, or data, arising out of or related to the Token or these Terms.
75. Liability cap: where liability cannot be excluded, the Issuer’s aggregate liability is limited to the fees paid by you to the Issuer in the 12 (twelve) months preceding the event giving rise to the claim, unless a higher liability is required by law.
76. Third-party systems: we are not liable for delays, errors, or losses caused by banks, payment rails, custodians, wallet providers, exchanges, network operators, or other third parties. This does not limit any liability that cannot be excluded under applicable law.
77. Indemnity: you agree to indemnify and hold harmless the Issuer and its affiliates, directors, officers, employees, and agents from claims, losses, liabilities, and expenses arising from your breach of these Terms, misuse of the Token, or violation of law.

78. Relationship of parties: nothing in these Terms creates a partnership, joint venture, agency, fiduciary, or employment relationship. You have no authority to bind the Issuer. We do not act as your trustee, custodian, broker, or financial adviser unless expressly agreed in writing.
79. Intellectual property: the Token smart contracts may be open source or may be licensed. Except for rights granted under applicable open-source licenses, all rights in our websites, APIs, documentation, branding, and materials remain with the Issuer or its licensors. You may not use our marks without written permission.
80. Privacy and data: our collection and use of personal data is described in the Privacy Notice / Privacy Policy reference. You consent to processing necessary to provide the Token and to comply with legal obligations, including screening, monitoring, record retention, and disclosures to authorities as required by law.
81. Electronic communications and signatures: you agree that we may communicate with you electronically, and that electronic records and signatures satisfy any legal requirements for written agreements. Portal/API logs may be used to verify your instructions.
82. Assignment: you may not assign these Terms without our prior written consent. We may assign these Terms to an affiliate or successor in connection with a merger, acquisition, reorganization, or sale of assets, subject to applicable law.
83. Severability: if any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force. The invalid provision will be replaced by a valid provision that most closely reflects the original intent.
84. No waiver: failure to enforce any provision is not a waiver. Any waiver must be in writing and signed by the Issuer.
85. Entire agreement: these Terms, together with the appendices and the referenced policies, constitute the entire agreement between you and the Issuer regarding the Token.
86. Order of precedence: in the event of conflict, the order of precedence is: (i) On-Chain Permissions for on-chain controls, (ii) these Terms for issuance/redemption, (iii) Reserve Policy for reserves, (iv) Transparency Policy for reporting, and (v) Operational Controls for internal processes.
87. Notices: we may provide notices by posting in the portal, on our website, by email, or by other reasonable means. You are responsible for keeping your contact information current. Legal notices to the Issuer must be sent to FUSAUSD Finance Ltd. Wigmore Street, Marylebone, London W1U 3RY, United Kingdom.
88. Changes: we may amend these Terms by publishing an updated version with a new effective date. Unless required otherwise by law, continued use of the Token after the effective date constitutes acceptance. If you do not accept an amendment, you must stop using the Token and redeem or transfer Tokens as permitted.
89. Survival: Sections concerning compliance, enforcement, disclaimers, limitation of liability, dispute resolution, and any provisions that by their nature should survive, survive termination of these Terms.

Fees, Minimums, Deductions

90. Service fees. We charge a service fee of five (5) basis points (0.05%) on (a) minting/issuance of FUSA and (b) redemption/burning of FUSA (each, a “Service Fee”). Unless we expressly agree otherwise in writing, the Service Fee applies per transaction and is calculated on the gross amount submitted for the relevant mint or redemption request.
91. How fees are collected. Service Fees are deducted at settlement. For minting, the Service Fee may be deducted from the amount of FUSA delivered (so you receive the net amount) or, where applicable, from funds received via the payment rail (so the amount credited reflects the net). For redemption/burning, the Service Fee is deducted from the amount payable to you (or from the amount of FUSA treated as redeemed), and the amount burned and/or paid out reflects the net result. We may round fees to the smallest on-chain unit supported by the Token, and we may apply reasonable rounding conventions disclosed in our fee schedule.
92. Fee schedule; additional costs. Service Fees are separate from third-party charges, including network gas fees, bank fees, card fees, FX spreads, and intermediary or custodian charges. You are responsible for such third-party charges unless we explicitly state otherwise. Where we estimate third-party charges in advance, estimates may differ from actual costs, and the final settlement will be based on actual costs incurred.
93. Minimum redemption/burn amount. A minimum of 1,000 FUSA applies to redemption/burning requests (the “Minimum Redemption”). Requests below the Minimum Redemption may be rejected, cancelled, or held pending aggregation, at our discretion. The Minimum Redemption does not limit our ability to process compliance holds, reversals, or corrective actions permitted under these Terms.
94. Fee changes; notice. We may change the Service Fee rate(s), the Minimum Redemption, or related fee mechanics from time to time. Any increase in Service Fee rates or minimums will be displayed on the customer-facing website/app/UI (or other primary notice channel we designate) for at least seven (7) days before the change becomes effective, unless a shorter period is required to comply with law, address fraud or abuse, respond to third-party fee changes, or manage an operational emergency. Changes take effect for new requests submitted after the effective time stated in the notice.
95. Timing; reversals; unsuccessful requests. Fees are assessed only upon successful settlement of the relevant mint or redemption, unless we incur non-refundable third-party costs (including network fees or payment-rail costs) in connection with your request; in that case, you authorize us to recover those costs from your balance or from amounts otherwise payable. If a transaction is reversed, returned, or cancelled after third-party costs are incurred, you remain responsible for such costs and any resulting negative balance.
96. Taxes and compliance. Fees may be subject to taxes, levies, or similar charges depending on jurisdiction. You are responsible for any taxes arising from your use of the services, and we may withhold or report amounts where legally required. We may refuse to process a request where fees cannot be collected, where settlement would create a negative balance, or where processing would violate applicable law or our compliance obligations.

Acceptance; Disclosures; Compliance; Fraud; Cooperation with Authorities

97. Acceptance by use. By accessing or using the website, applications, APIs, or any related services (collectively, the “Platform”), or by purchasing, holding, transferring, redeeming, or trading the FUSA stablecoin (the “Token”) through the Platform, you expressly agree to be bound by these Terms and all incorporated policies and schedules (together, the “Agreement”). If you do not agree, you must not use the Platform or the Token services.
98. Electronic agreement; enforceability. You acknowledge that your electronic assent—whether by clicking “accept,” creating an account, initiating a transaction, or otherwise using the Platform—constitutes a legally binding agreement, equivalent to a written contract, to the maximum extent permitted by applicable law.
99. Capacity and authority. You represent that you are legally capable of entering into this Agreement and that you have full power and authority to do so. If you use the Platform on behalf of an entity, you represent that you are duly authorized to bind that entity, and you agree to provide proof of such authority upon request.
100. Informed use; risk disclosures. You acknowledge that you have read and understood the risk disclosures, eligibility restrictions, compliance requirements, and operational constraints described in this Agreement, including (without limitation) network finality, transfer irreversibility, potential delays, and service suspensions. You accept that the Platform may impose safeguards and restrictions to comply with law and to manage risk.
101. No reliance; independent judgment. You agree that you are not relying on any statement not expressly set out in the Agreement. You have made your own independent decision to use the Platform and the Token services, and you understand that technical and regulatory conditions can change.
102. Identity and information accuracy. You agree to provide complete, accurate, and current information in connection with onboarding and ongoing use, including identity verification, source of funds, beneficial ownership (where applicable), and any other compliance-related information we reasonably request. You agree to promptly update information if it changes.
103. Prohibited conduct (non-exhaustive). You must not: (a) present false, forged, altered, or misleading documents; (b) impersonate another person or misrepresent identity, residency, or beneficial ownership; (c) use stolen or unlawfully obtained funds or payment instruments; (d) attempt to bypass, disable, or subvert KYC/AML, sanctions screening, device checks, or risk controls; (e) engage in spoofing, laundering, structuring, or other deceptive conduct; or (f) assist any third party in any of the foregoing.
104. Verification integrity; audits. You acknowledge that we may use automated and manual methods to verify identity, assess authenticity of documents, validate liveness and device integrity, and reconcile information against trusted databases and third-party providers. You consent to such verification as a condition of service, subject to applicable privacy notices and law.
105. Immediate restrictions upon suspicion. If we reasonably suspect prohibited conduct, fraud, identity theft, account takeover, sanctions exposure, money laundering, or other unlawful

activity, we may immediately restrict your account without notice, including placing holds, freezing withdrawals, suspending trading, cancelling pending transactions, and declining redemptions or issuances, to the maximum extent permitted by law.

106. Lawful retention; set-off; remediation. Where permitted by applicable law and our documented policies, we may (a) retain or quarantine funds or Tokens pending investigation, (b) reverse provisional credits not finally settled, (c) apply set-off against amounts you owe us (including reversed payments, chargebacks, fees, or costs caused by your breach), and (d) require repayment of any deficit as a debt. Any permanent disposition of assets will occur only where required by law, a binding legal order, or where otherwise permitted under the Agreement and applicable law (for example, to satisfy amounts owed), and will be documented.
107. Termination and offboarding. We may suspend or terminate your access and offboard you where we determine, in our reasonable discretion, that you have violated this Agreement, failed verification, or present unacceptable legal, compliance, or risk exposure. Offboarding may include closing accounts, blocking further use, and restricting services, subject to any legal obligations to retain or report information and to any lawful holds.
108. Cooperation with authorities; disclosures. We may share information with law enforcement, regulators, courts, financial institutions, card networks, and other competent authorities where we have a legal obligation or a lawful basis to do so, including in response to subpoenas, court orders, regulatory requests, sanctions obligations, and other legal process. We may also share information with service providers and counterparties for compliance, fraud prevention, dispute handling, and risk management, consistent with our privacy notice and applicable law.
109. No notice where prohibited. Where we are legally prohibited from notifying you (or where notice would reasonably increase risk of loss, evasion, or harm), we may act without prior notice. Where notice is permitted and practicable, we may provide account status updates through the Platform, but we are not obligated to disclose investigative methods, sensitive risk signals, or confidential reporting.

Funding Holds; Payment Reversals; Transfer Availability

110. Availability of credited balances; custodial ledger. When you fund a purchase using a reversible payment method (including card and bank transfer), we may credit a balance to your account on a provisional basis in our internal ledger (a "Provisional Credit"). A Provisional Credit may be available for limited internal activity, but it is not a representation that the underlying payment has finally settled, and it does not create any right to withdraw Tokens on-chain before the applicable Hold Period (defined below) expires.
111. Hold Periods for reversible rails. To manage settlement, fraud, and reversal risk, we apply withdrawal restrictions to purchases funded by reversible payment methods: (a) Card-funded purchases are subject to a seventy-two (72) hour withdrawal hold on the purchased amount, and (b) bank-funded purchases are subject to a seven (7) day withdrawal hold on the purchased amount (each, a "Hold Period"). During a Hold Period, you may be able to trade or convert internally; however, you may not withdraw on-chain, transfer to self-custody, or otherwise remove the held amount (or an equivalent value of assets) from the platform. These timeframes reflect common market controls used to mitigate chargeback/return exposure.

- 112.No platform-imposed holds for settled on-chain deposits. For deposits funded by settled on-chain transfers(including transfers of third-party stablecoins such as USDT, USDC, or USD1), we generally do not impose a time-based “payment hold” once the transfer has achieved the required network confirmations and is credited, subject always to compliance screening, sanctions controls, and risk management holds described in these Terms. On-chain transfers remain subject to network processing and finality and may not be reversible once broadcast and confirmed.
- 113.Extensions; risk-based holds; security events. We may extend or re-apply a Hold Period, or place assets “on hold,” where reasonably necessary for security or risk management, including where we detect unusual activity, suspected fraud, account takeover indicators, device anomalies, sanctions/AML flags, disputed identity, or incomplete verification. Hold decisions may be applied per account, per transaction, per payment method, or per asset, and may vary based on account history and payment activity.
- 114.Chargebacks, returns, and reversals — internal reversal. If a chargeback, return, reversal, or other unwind occurs while the purchased amount remains subject to a Hold Period or otherwise remains within our custody, you authorize us to reverse the Provisional Credit (in whole or in part), cancel related internal transfers, and adjust your account balances accordingly, without any on-chain “clawback.”
- 115.Chargebacks, returns, and reversals — negative balance and recovery. If you have withdrawn, transferred, or otherwise disposed of the purchased value (including via trading) and a chargeback/return/reversal occurs, you remain responsible for the resulting deficit. You authorize us to (a) set off the amount owed against any balances you hold with us, (b) restrict your account (including freezing withdrawals and/or closing positions where permitted), and (c) pursue repayment as a debt, including through lawful collection processes. You agree that amounts owed may include the reversed principal plus external fees, dispute costs, and reasonable recovery expenses, to the extent permitted by law.
- 116.Card-network rights unaffected. Any “final/irreversible/no refunds” language in these Terms describes our commercial posture and operational process and does not eliminate cardholders’ rights under card-network rules or applicable law. Where a card dispute is raised, we may contest the dispute and provide evidence as permitted by network rules and law, and we may take the account actions described above pending resolution.
- 117.Verification failure; refusal; refunds. We may refuse or unwind a purchase, and may decline to mint, release, or deliver Tokens, where (a) required verification is not completed, (b) we cannot reasonably validate the source of funds, (c) we identify sanctions/AML risk, or (d) we reasonably suspect fraud or illegal activity. Where we unwind prior to on-chain delivery, we will return funds where feasible using the original payment rail, net of non-refundable third-party fees, except where prohibited by law or where doing so would increase fraud or compliance risk.