

***Hello, and thank you for choosing our services. The General Conditions are always long but it is a mandatory document in accordance with the laws in force allowing each customer to know in detail the operation and operating rules of the product or service. The regulatory framework sometimes imposes complex terms, but we remain at your service to answer your questions.***

***Veritas platform offers to clients and members to receive different products and services issued by different services providers. For end user convenience, Veritas care to have similar terms and fees for similar products and services. Nevertheless, services and products issued by different service providers are strictly separate and have their own terms.***

***Terms below apply only to products/services provided by the Service Provider named below***

## **VeritasCard© : Crypto Account with associated products and services**

### **CRYPTO TERMS AND CONDITIONS**

#### **RECITAL - IMPORTANT INFORMATION:**

A/ This Agreement relates to the Crypto Programme Veritas provide by the service provider named below. Please read the terms and conditions of this Agreement carefully before applying for Your Crypto Account with associated products and services ("**Crypto Account**") with the Crypto Programme Veritas. This Agreement and its terms and conditions, as may be amended from time to time on notice by Us, becomes effective and binding on Your successful application and activation or use of Your Account and/or Your associated products or services and for the entire period of validity of Your Crypto Account and associated products and services.

B/ The terms and conditions ("**Agreement**") apply to the Veritas Crypto Programme, which consists of the Crypto Account provided to You by the Service provider and operated by Programme Manager Klovercom (together "We", "Us" or "Our") to any person whose application we approve ("**Customer**", "**you**", "**your**"). The Crypto Account enables You to create an Available Crypto Balance, to buy/sell/deposit and withdraw cryptoassets, hold crypto, transfer crypto to any crypto wallet, spend crypto by sending crypto to another crypto wallet or a special Crypto payment instrument (beta version, not available for all). Some features of our Crypto Account may be available to Basic, Classic or Ambassador customers only, or they may only be available in certain geographic locations.

C/ Words that begin with a capital letter have the meaning given either where they first appear in this Agreement or in Clause 1. This Agreement includes the terms of our Privacy Policy <https://veritascard.com/privacy-policy>

D/ To apply for Crypto Account, you agree that you have read and understood the terms of this Agreement (a copy of which you may download and store at any time). This Agreement shall commence at that time and continue unless canceled or terminated. We reserve the right to change this

Agreement as explained below. If we do this, you may terminate this Agreement immediately and without charge before the proposed changes take effect, otherwise you shall be deemed to have accepted such changes. However, you agree that changes to the Applicable Exchange Rate may be applied immediately and at the rate quoted via the Service at the time of the relevant Transaction. **To apply for an Crypto Account , you also agree that you have read and understood the conditions of redemption below.**

E/ We will communicate with you in English (the language in which this Agreement was agreed with you on registration for your Account). Access code relating to your user interface into your user interface platform will be provided to you at the email address you register with us and/or in your Account. You may access, download and print this information at any time by logging in to your Crypto Account. In addition, you agree that we may provide notices or other information to you from time to time by posting it in your user interface, emailing it to your registered email address, mailing it to your registered physical address, calling you by phone or sending you mobile messages. Notices to you by email or mobile messages shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Notices sent by registered mail shall be deemed to have been received three days after the date of mailing. You may contact us as specified below.

F/ You may request a copy of any legally required disclosures (including this Agreement) from us via the contact details below, and we will provide this to you in a form which enables you to store the information in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored via, for example; our website, your Account or by email.

G/ These Terms do not govern payment or other regulated services related to your payment account issuer by any issuer which may provide you E-money services and account non related to crypto (a "Veritas account"). Depending on where you live, the issuer which provides you with your Veritas account and payment services is one of the issuer listed on our website. The Terms, Fees page and any other documents that relate to your Veritas account are strictly separate with terms, fees apply to your Veritas Crypto Account.

H/ To use our Veritas crypto account, depending when you live and products selected you may not have a Veritas Account but you must be at least 18 years old. Your Veritas Crypto account may receive payments from any fiat account and crypto wallet without restrictions. For example, you can top up your Veritas Crypto Account by voucher or, by wire from any bank account ( Veritas account or not), by receiving from any external crypto wallet, or, by credit card. You can send your crypto assets from your Veritas crypto account directly to any crypto wallet. You can exchange your crypto assets to other available crypto assets. You can sell your crypto assets into euro and send euro by wire.

I/ Cryptoassets are not like the money in your Veritas Crypto account. When you use our Veritas crypto account (for example, to buy cryptoassets), you will not be protected by the European Deposit Guarantee Scheme ("DGS") , and if you have a complaint it is not likely to fall within the scope of the jurisdiction of Financial Ombudsman of our crypto service provider.

J/ We do not hold your crypto your Veritas Crypto Account is exclusive gateway inhouse technology which give you possibility to buy, sell, exchange, hold crypto with our partners service provider. We do not provide any investment advice relating to any crypto services. We do not take any responsibility in case of any issue with our crypto service provider. We do not take any responsibility in case of loss from your cryptoassets. You should carefully consider whether your personal situation and the financial risks you are willing to take mean that you should not buy cryptoassets. You may want to speak to an independent financial adviser. We are not a financial institution in terms of the banking regulations or any other regulation applicable to financial institutions, such as electronic money institutions. We do not provide any licensed or regulated financial services, such as investment services, fund management or investment advice. We are not acting as the user's broker, intermediary, agent or advisory in any fiduciary capacity. Most cryptoassets, and all cryptoassets offered via the Platform, are not regulated in the UK by the Financial Conduct Authority. When you buy cryptoassets through GateHub, it will not be protected by the Financial Services Compensation Scheme and you will not have recourse to the Financial Ombudsman Service. Remember that cryptoassets are highly volatile and their value can fluctuate. We are not liable for any losses that you suffer while staking your assets, as a result of any incident that is not attributable to us, including due to price fluctuation of cryptoassets or a Protocol or other network upgrade or failure. To make sure you have safe access to your Veritas crypto account, download any updates for your device or app as soon as they become available.

#### **You confirm having read the Veritas Cryptoasset risk disclosure.**

K/ In the event of any conflict between these Terms of Use, any relevant Service Terms (including terms for specific gateways) and the fees schedule, the fees schedule shall prevail over the Terms of Use and Service Terms, and the Service Terms shall prevail over the Terms of Use.

You also acknowledge our Privacy Policy for information about how we collect, use and share information collected from you. We reserve the right to change, modify and replace these Terms of Use at any time based on our sole discretion without any prior notice to you. You will be notified of any substantial changes in advance through your Account. Any changes will be effective immediately upon posting on our Platform. It is your responsibility to review these Terms of Use regularly. If at any time you do not agree to these Terms of Use, please stop using our services and accessing our Platform. You will be deemed to have accepted changes to the Terms of Use, by continuing to use our services and accessing our Platform. Terms below may be updated before they will be here directly on the website of our crypto service provider, you agree to review in first terms publish on <https://gatehub.net/legal/gatehub-crypto>

## **1. General**

### **Definitions & Interpretation**

- 1.1. In this document, if we use words that start with a capital letter, that means the word has been defined in this ‘Interpretation’ section or in the section 21 (definitions). Your Crypto Account and associated products and services can be managed online by logging into your user interface which can be accessed via website or app (if app version is available) you will be able to view details of your Crypto account . To report your stolen credentials please change immediately your password through online account and call +44.207.534.8076 or email supportclients (at) veritascard (point) com At any time during the contractual relationship you shall have the right to receive, on request, these terms and conditions free of charge The issuer for the Crypto Services is GateHub ("the Crypto provider"). Crypto Gateway Terms of Use are between you and the Crypto provider. The Crypto provider refers to the company GateHub Crypto d.o.o., with the registered office at Zaloska cesta 1, 1000 Ljubljana, Slovenia. User agree to access through Veritas platform to GateHub Crypto Gateway Services (“Services”). By using the Services provided by the Crypto provider, you confirm that you have read and understand the risk associated with using these Services and you will not use the Services in a manner which is contrary to the general prohibitions regarding your Crypto Account, as stipulated in GateHub Ltd. Terms of Use. If you do not agree with GateHub Ltd. Terms of Use, you cannot use Services.
- 1.2. The Programme Manager is Klopercom, a company incorporated in Cyprus, with a registered office at Iakovou Patatsou, 4A, 2362 Nicosia. The Crypto Programme is offered to Veritas clients only via the Veritas website an Crypto Account and associated products and services Your Crypto Account and associated products and services may not be activated until you provide the necessary information for us to verify your identity and fulfill all applicable Customer Due Diligence requirements. We will retain this information and related documents in accordance with all relevant legal and regulatory obligations. This Agreement does not give you any rights against the Crypto provider, its affiliates or any third party.
- 1.3. Each time you seek access to the CryptoAccount we will ask for your access credentials. As long as the correct access credentials are entered, we will assume that you are the person giving instructions and making Transactions and you will be liable for them. We can refuse to act on any instruction that we believe: (i) was unclear; (ii) was not given by you; or (iii) might cause us to breach a legal or other duty; or if we believe the Payment Service is being used for an illegal purpose.

## **2. Services**

The services allow you to deposit and withdraw cryptoassets through the XRP Ledger (“XRPL”), through Xahau, or through the native network of a supported cryptoasset (Ethereum or Bitcoin). You can trade directly against any of the cryptoassets. The Services also allow you to deposit and withdraw fiat assets (EUR, USD, GBP), using the SEPA, SWIFT and Faster Payments networks. You can buy cryptoassets with your existing XRPL or Xahau funds using the platform or you can deposit cryptoassets by selecting your wallet and depositing cryptoassets to the provided address. The minimum amounts for cryptoassets deposits and for withdrawals are published on our Platform. Cryptoassets deposits below these limits will not be processed. Unsupported tokens and cryptoassets deposited to Crypto Gateway addresses will be subject to our Crosschain Recovery Policy, which constitutes part of the the Crypto provider Gateway Terms.

## **3. Veritas Platform**

The Services are accessible only through the Veritas website, Veritas’s mobile app not affiliated with the Crypto provider (the “Platform”). The Platform also enables our users to access and use services provided by third parties. Such third-party services may be governed by separate terms of use. By using the Platform to access the Services you are agreeing to the terms in this agreement. You should read the entire agreement carefully before you use any of the Services. If you do not accept these terms, do not use our Services. By using the Services you represent and warrant that you have full power and authority to enter into this agreement, and have not been previously suspended or removed from using our Services. Customer cannot use the Crypto Account and conclude this Agreement without first concluding the Veritas’ Terms of use.

#### 4. Availability of Services

We make no guarantee that you will be able to trade cryptoassets at the time of your request. We will only reflect the transaction in your Crypto Account if we have been able to process the transaction. We cannot guarantee the value of any cryptoasset at the point you submit your transaction. The underlying protocols of the cryptoassets are subject to sudden changes in operating rules ('forks'). A fork is a sudden change in how a cryptoasset works. A fork may seriously change the function, value or even the name of a cryptoasset, and may cause a cryptoasset to be split into two cryptoassets. If a fork occurs, we will determine the best approach for users in relation to such an event. Any decision made on behalf of the users will be made at the sole discretion of the Crypto provider. The Services are provided without warranty of any kind, either express or implied. We do not represent that the Services will be available all of the time to meet your needs. We will use reasonable endeavors to provide you with the Services as soon as possible but we do not guarantee that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information. We will strive to provide you with the service as soon as possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information. We will use reasonable endeavors to ensure that the Platform can normally be accessed by you in accordance with these Terms of Use. We may suspend use of the Platform for maintenance and will make reasonable efforts to give you notice. You acknowledge that this may not be possible in all circumstances. For Customers from the United Kingdom, the restrictions and limitations on accessing the Platform apply. (see below)

#### 4. Cross chain Recovery Policy

A deposit of one coin to a different coins' blockchain address is considered a cross-chain deposit. A cross-chain recovery is an inherently risky and time-consuming process. Not all deposits can be recovered. We commit to provide this service on a best effort basis. If the Crypto provider agrees to attempt a cross-chain recovery, a claimant expressly agrees that this attempt carries no assurance of success and that the time frame of any recovery, if possible at all, may vary - an obligation of effort, not an obligation of success. The decisions whether to attempt a cross-chain recovery and timing of any recovery attempt are at our sole discretion. This policy applies to any deposit of a Crypto provider supported currency or token sent to the blockchain address of another coin on another network. For example, this includes but is not limited to sending BTC to a BCH address or sending ETH to an ETC address.

Crypto provider will NOT attempt to recover coins or tokens that we do not list or support on our site. Recovery Attempt Fee equals \$500.00 or cryptocurrency equivalent, payable in fiat or in cryptocurrency supported on our site.

Recovery Attempt Fee is payable in advance. If recovery eligibility criteria are met (see next chapter) Crypto provider will deduct the Recovery Attempt Fee amount from the claimant's hosted Crypto provider wallet. Recovery Attempt Fee applies for an attempt, not for successful completion of a cross-chain recovery. In the case of successful cross-chain recovery, no other fees in relation to that recovery apply for the customer.

##### **Recovery eligibility**

A recovery request should be submitted to our customer support via the online form with the following information: Description of the transaction, Transaction ID (hash), and Transaction Date/Time/Amount/Currency. Please provide as much information as possible, to help us process your request faster. We will assess your recovery eligibility based on the following criteria:

A claimant must be a verified customer, Must make the claim within 90 days from the date of deposit, Must hold a hosted Crypto wallet, Must seek recovery of a supported currency, Must seek recovery of deposits exceeding the minimum value (established by the Crypto provider in its sole discretion), and Must pay in advance a Recovery Attempt Fee. All six criteria must be met in order for funds to be considered eligible for recovery. Additionally, we deliberate over each recovery claim on an individual basis and may decline to attempt a recovery regardless of the factors cited above, particularly if we determine any suspicious activity related to a deposit, as determined solely in our own discretion. We will grant recovery exclusively to our customers who will have completed the mandatory KYC procedure in order to become verified before the fact or during the course of the recovery claim. Crypto service provider account registration is free of charge and is subject to limitations as laid out in this agreement. More details on set criteria are laid out below. Our customer support will assist you upon submission of the recovery claim.

A recovery claim must be made within a 90 calendar-day period, running from the date of the initial deposit. All claims requested beyond this 90 calendar-day period are barred.

We will credit any recovery exclusively to an account with the Crypto Provider hosted wallet. Hosted wallets are available to our customers free of charge, and may be created before the fact or during the course of the recovery claim. Supported currencies eligible for cross-chain recovery include BTC, BCH, ETH, ETC, DASH, LTC, USDT, USDC, WXP, GALA, FLR and SGB. We will only attempt to recover deposits that exceed the value of \$2,500 at the time of deposit transaction and will charge the fee for the recovery attempt process. At the time of the recovery, the full fee amount (\$500 or cryptocurrency equivalent) must be available in the customer's hosted wallet. This attempt fee is charged automatically; no action from the claimant is required.

Unsupported token deposits including ICOs, airdrops, or blockchain forks will not be recovered or credited to your wallet.



## **6. Verifying who you are**

To start using our Services, you will need to register on Veritas Platform and perform a Know Your Customer (“KYC”) identification and verification procedure.

KYC is a user identification process to ensure that the identity of each user is appropriately verified. It is not only a legal requirement to assess and monitor risks, to prevent doing business with a money launderer, terrorist or other criminal, even more importantly, KYC is a fundamental practice to protect the Platform and its users from fraud and losses due to illegal funds and transactions.

We will strive to perform the KYC check within 24 hours, though sometimes the process may last longer.

You accept and agree that in cases where we have:

regulatory obligation to conduct enhanced due diligence (see next paragraph);

obligation based on internal procedures;

valid reasons to believe that:

your Crypto Account is used for money laundering or for any other illegal activity;

you have concealed or reported false identification information and other details;

there is a valid reason to believe that the transactions effected via your Crypto Account were affected in breach of this Terms of Use.

We shall be entitled to require you to provide any additional information and documents to clarify the circumstances. Transactions may be temporarily frozen until the documents are reviewed by us and accepted as satisfying the requirements of the legislation for counteracting laundering of monies from criminal activities and financing of terrorism. In case requested documents or other requested information is not provided to us, your Crypto Account may be restricted or permanently closed.

We can request from you any additional identifying information and supporting documentation at any time at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering of monies obtained by criminal means, or for counteracting financing of terrorism.

If additional requested documents or information are not provided to us, we may temporarily limit the functionalities within your Account, including freezing the transactions. In case requested documents or information are not provided after such temporary measures were imposed, we may terminate your Account permanently.

You are liable that provided information, as stipulated in the article 3 and 4, are accurate and complete. If provided information changes after the KYC process is completed, you are obliged to send us the updated information.

## **7. Identification and Verification: Individual Account**

The information we may request for the purpose of identification and verification of individuals includes, but is not limited to: a recording of you (selfie or video); ID documents – driver’s license, national identity card or international passport; proof of address documents – utility bills or bank statements issued within the last three months; information about the expected volume; source and proof of funds; purpose of opening your Account.

We use a video identification process which involves you recording a video or video is recorded by our operator which will record your ID and face. The purpose of this procedure is to streamline the identification process to enable you to be included as a user. The information which is recorded during this process will be checked, analyzed, verified, and confirmed by us, or our partners.

In addition to video identification we might also use other means of identification if this is compliant with the local regulation.

## **8. Identification and Verification: Company Account**

The information we may request for the purpose of identification and verification of companies includes, but is not limited to: Company name; Company address; Company type; Date of incorporation; Country of incorporation; Trade or registration ID; Tax / VAT ID; Source and proof of funds; Information about the expected volume; Company bank account; and General purpose of Account (reason for opening).

Beneficial Owners information (all persons / entities with a control share or voting power equal or over 10%): Legal name; Date of birth; Citizenship; Address; and Gender. Company documents: Certificate of incorporation; Recent bank statement; Board or owner resolution of Account opening; Annual return with details of shareholders; or Company Organisation structure. After successful verification, users will be able to trade cryptoassets using their own XRPL wallets natively on the XRP Ledger, as well as trade cryptoassets using their Crypto custodial wallet (Hosted Wallet).

## **9. Sanctions**

The Crypto provider is prohibited from transacting with individuals, companies and countries that are on prescribed sanctions lists. We will therefore screen against United Nations, European Union, UK Treasury, Lists from Slovenian Authorities, and US Office of Foreign Assets Control (OFAC) sanctions lists in all jurisdictions in which we operate. It is your own responsibility to follow those rules and laws in your country of residence and/or country from which you access this Platform and the Services.

## **10. Your Consent**

As long as you agree to and comply with these Terms of Use, we grant to you a personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Services.

## **Funding Your Account**

## **11.**

Users can move assets in and out of their wallets using multiple gateways and custodians. The Crypto provider gateway is your default gateway, and you will automatically have access to this gateway by opening a Crypto Account. This agreement relates to the Crypto Provider gateway. Separate terms may apply to additional gateways.

## **12. Top up by credit/debit card**

These "Top up by credit/debit card Terms of Use" ("Terms") apply to debit or credit card top-up of your Crypto Account ("Service"). The service is provided by an "appointed payment services provider".

Since the top-up is a service provided by the appointed payment services provider, terms of use from such provider may apply. Upon submission of your request, it will be channeled to an appointed payment services provider. Use of debit or credit cards via the Service and processing of the card by the appointed payment services provider are subject to the terms and conditions of the card issuer and the appointed payment services provider respectively. You can top-up your Account with a credit or debit card, Google Pay, Apple Pay. "Top-up" means a quick payment that you made from a credit or debit card whose authorized holder or user you are using the remote access tool. Transaction amount is credited to your Account and made available for use immediately after successful authorization of Top-up.

Once initiated, card top-up cannot be cancelled.

Any unspent card-top up funds may be refunded to your payment card upon request. Number of top-ups is not limited.

Availability of Service is limited to fully verified Accounts of users from all European Union countries (both conditions need to be met).

In addition to the above two conditions accepting this Terms is mandatory to be eligible for the use of Service.

The availability of Apple Pay or Google Pay (applicable to credit or debit cards issued by Visa or Mastercard only) depends on your device and your place or residence. For more information on the availability of Apple Pay see <https://www.apple.com/ios/feature-availability/#apple-pay>, or <https://pay.google.com/> for Google Pay.

You acknowledge that you are responsible for ensuring the information submitted through our webpage is accurate and correct to ensure successful processing of your request. The Fees charge to process the Service are detailed in our Fee Schedule below. Appointed payment services provider may save and store payment information – information related to the card that you have entered on our website when you make a card top-up.

You consent to the Crypto provider updating such stored information from time to time based on information provided by you, your bank or other payments services providers. You must use a debit or credit card that matches the name on your Crypto Account.

You further consent and acknowledge that all of our computer records are deemed as conclusive evidence of your instructions to us and use of the Service. While we will use reasonable endeavors to ensure our website, including portal for the Service, is secure, we do not warrant the security or confidentiality of any information you submit via the web-page including the payment system of the appointed payment services provider. We are not liable for any interception, hacking or other unauthorized access to information provided by you when using the Service.

We will provide the Service to you on "as is" and "as available" basis and you agree and accept that you use the Service at your own risk. We do not make any representation and disclaim warranties of any kind in relation to the Service including but not limited to availability, accessibility, timeliness and uninterrupted use of the Service; or sequence, accuracy, completeness, timeliness or the security of any information transmitted using the Service and we also disclaim all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law.

We will not be liable to you or to any persons claiming through you for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any special or consequential loss including loss of profits, data, revenue, business and anticipated savings of any nature whatsoever.

### **13. Provisions for the UK customers**

New Customers from the United Kingdom ("UK") have fully restricted access to the Platform. These Customers do not have access to the custodial wallet services offered through the Platform or access to the non-custodial wallets. Geo-blocking is activated.

Restrictions and limitations from the previous paragraphs apply for natural and legal persons.

## **14. FEES AND CHARGES**

- 14.1 All Fees and Charges relating to the Crypto programme are detailed in the Fees and Limits Schedule to this Agreement. Fees will be deducted from Your Crypto Account balance automatically.
- 14.2 If You make a transaction that requires one or more currency conversions, the Programme will charge You a exchange fee which is detailed in the Fees and Limits Schedule to this Agreement. Where applicable, the exchange rate will be made at a wholesale market rate, with an additional percentage fee applied by the Crypto Exchange.
- 14.3 Changes in the wholesale exchange rates may happen immediately without notice to You. We cannot be held liable for the payment process or fees associated with bank(s) and or intermediary bank(s) to process payments from you to us.
- 14.4 Any fee(s) charged by third parties, not limited to receiving, processing or crediting a payment for you will be deducted by us before crediting the remaining balance to you. In such case you be notified before third-party fees are deducted.

## **15. APPLYING FOR A CRYPTO ACCOUNT**

- 15.1 To apply for, and use, a Crypto Account relating into the Veritas Platform you must be at least 18 years of age and reside in the EEA. A Crypto Account may be purchased on the Website or App (if app version is available) or via Your user interface platform.
- 15.2 At the time of your application or at any time in the future, in connection with your Crypto Account, you authorise us to perform electronic identity verification checks directly or using relevant third parties. Provided the Programme has been able to undertake KYC to a satisfactory standard as per the Programme AML Policy, which can be requested through user interface platform, You shall receive an activation confirmation by Your email or on Your App or via Your user interface platform and You will be able to use the CryptoAccount. In addition, We reserve the right at any time to satisfy ourselves as to your identity and home address (for example, by requesting relevant original documents or certified documents) including for the purposes of preventing fraud and/or money laundering.

- 15.3 When applying for an Crypto Account on the Website or App, (if app version is available) You will be prompted to create a username and password. You will need this username and password (collectively Your “Security Details” for the Crypto Account) to access Your Crypto Account and perform the following functions (as well as any other functions specified in the Website or App (if app version is available) ) : i)change Your telephone number; ii)check Your Available Crypto Balance; iii) check Your Transaction Details; iv)change Your Password. Regardless of the type of account(s) you have, you are permitted to have only one Crypto Account where the Available Balance of Crypto can be found.

If we discover that You do have more than one Account, We may block Your Crypto account without notice and terminate this Agreement with You forthwith.

- 15.4 Users can move assets in and out of their wallets using multiple gateways and custodians. The gateways currently available via your Account are:

Gateway	Custodian of Assets	Payment Method(s)	Assets
GateHub Crypto	GateHub Crypto	SEPA, SWIFT, Card, XRP Ledger, Bitcoin, Bitcoin Cash, Ethereum, Ethereum Classic, Litecoin, Dash, Xahau, SORA, MMAON, Evers	EUR, USD, GBP, XRP, BTC, BCH, ETH, ETC, LTC, DASH, SGB, USDT, USDC, WXP, GALA, XAH, XOR, MMAON, EVR
BPG	BPG Kovine d.o.o.	Physical gold delivery	XAU

- 15.5 This is an important one – read it carefully. Your XRPL/Xahau Wallet is protected from unauthorized access and use by others via a secret key encrypted with your password and recovery key held by you alone. We do not have access to your secret keys (we store them in an encrypted state). Account information (including secret keys) CAN NOT be restored. So, DO NOT lose them! **IT IS YOUR SOLE RESPONSIBILITY TO KEEP YOUR SECRET KEY, RECOVERY KEY AND PASSWORD PROTECTED FROM UNAUTHORIZED DISCOVERY.**

We are not responsible for the consequences of another party accessing and using your XRPL/Xahau Wallet or your Account data due to your fault or negligence. It is your sole responsibility to safeguard these secrets. We will not be responsible for any funds lost in this manner.

Your Crypto Account is accessible via Veritas Platform using your login email, password and 2-Factor Authentication.

After you complete your first sign-up, a window containing your Recovery Key will appear. The Recovery key is a 32-character key and is the ONLY WAY you will be able to reset your login password should you lose it. If you lose your Recovery Key you will not be able to reset your Crypto Account details, and will not be able to access your Account, and any funds will be inaccessible.

- 15.6 You understand that Crypto Service Provider allows you to interact directly with the XRPL or Xahau to create a XRPL/ Xahau Wallet, initiate payments postings to the XRPL or Xahau as well as view transaction histories and balances available via the XRPL or Xahau. You understand that Crypto Service Provider itself does not process payments or hold transaction histories and balances and is merely a tool for initiating actions that occur within the XRPL or Xahau and viewing the record of those actions. You understand that actual payments are processed via the XRPL or Xahau, not by Crypto Service Provider, and that resulting balances shown are (i) held by third parties or (ii) in the case of XRPL or Xahau, held through a chain of custody documented on the XRPL or Xahau.

You acknowledge and agree that we have no control, responsibility or authority over such third parties. Crypto Service Provider merely interoperates with such entities via the XRPL or Xahau. For more information about the XRPL or Xahau, including XRPL/Xahau transaction fees (which will be charged in addition to fees), please visit the XRPL or Xahau website.

You further acknowledge and agree that transactions you initiate within the XRPL or Xahau will be available to the public on the Internet via the XRPL or Xahau. This allows you to view the public payments data posted for XRPL/Xahau Wallets – including your own XRPL/Xahau Wallet. Once data is shared to the XRPL or Xahau, neither Crypto Service Provider nor any third party may selectively censor or blacklist access to, and subsequent use of, such data.

To the extent permitted by applicable law, (a) we make no promises as to the completeness, accuracy, availability, timeliness, propriety, security or reliability of the Services or the Platform; (b) your access and use of the Services and the Platform are at your own risk, and (c) the Services and Platform are provided “as is” and “as available”; and (d) we, and our group companies, and our and their officers, directors, employees (“Crypto Service Provider Entities”), disclaim all warranties & conditions, express or implied, including, but not limited, to the implied warranties of satisfactory quality, fitness for particular purpose, or non-infringement.

**To the maximum extent permitted by applicable law, in no event will Crypto Service Provider be liable for any indirect, incidental, special, consequential or punitive damages, or any loss (e.g. of profit, revenue, data, or goodwill).**

**To the maximum extent permitted by applicable law, in no event will the aggregate liability of the Crypto Service Provider Entities (whether in contract, tort (including negligence), breach of statutory duty or otherwise), arising out of or relating to the use of, or inability to use the Platform or the Services, or to these Terms of Use exceed the lesser of (a) the value of the cryptoassets or currency in your XRPL/Xahau Wallet and/or Hosted Wallet at the time of the event giving rise to liability, or (b) \$1,000.**

Nothing in these Terms of Use shall operate to limit or exclude liability for (i) death or personal injury resulting from our negligence (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which may not lawfully be limited or excluded.

This clause will survive the termination of these Terms of Use.

## **16. CRYPTO ACCOUNT AND LIMITS, LOADING, USAGE AND AUTHORISATION**

### *Loading*

- 16.1 Funds may be added to Your Crypto Account by any of the permitted methods set out in the “Loading Fees” section in the Fees and Limits Schedule to this Agreement.
- 16.2 To load Your Crypto Account by a debit card, You must use a card that has been issued by a regulated financial institution and registered in the same name and address as Your Account (more details section 12). To load Your Crypto Account by bank transfer, You must use a bank account that has been issued by a regulated credit institution.
- 16.3 The Programme reserves the right to request further KYC documents and verification of Your source of funds at any point.
- 16.4 Fund loading limits may vary according to the type of Crypto and as set in the Fees and Limits Schedule to this Agreement.
- 16.5 Once Your Crypto Account has an Available Balance, following fund loading, it can be used to buy Crypto (if applicable).
- 16.6 The Available Balance on your Crypto Account will not earn any interest.
- 16.7 You may be asked to provide us with evidence of source of funds in order for us to meet our regulatory requirements, in which case you agree to provide that evidence promptly. You represent and warrant to us that the evidence you provide to us is up to date, complete and accurate.
- 16.8 You are responsible for checking and confirming payment details and fees before making a payment to us or to your Account.
- 16.9 Where enabled, you may be eligible to instruct companies to create regular SEPA Transfers from your issued and registered Crypto Account. You will be responsible for ensuring that the correct details are provided in order for the SEPA Transfer to be created for you. You must ensure at all times that you have a sufficient balance on your Crypto Account to allow for the funds to be debited from your Crypto Account. You are responsible for checking the terms and conditions that have been provided to you by the SEPA Transfer originator. We reserve the right to decline or terminate any SEPA Transfer instruction(s) that you have requested.

### *Usage*

- 16.10 You can use Your Crypto Account to buy, sell or hold crypto or even withdraw cash from Crypto ATMs and at bank counters (where the bank permits it) or to buy goods and services online or at a point of sale at any Merchant who accepts crypto. A withdrawal fee may apply to withdrawals as set out on in the Fees and Limits Schedule to this Agreement.
- 16.11 You must always ensure that You have a sufficient Available Balance for each Transaction You authorise (including value added tax and other taxes, duties and applicable fees as set out in the Fees and Limits Schedule to this Agreement). If the Available Balance is insufficient to pay for a Transaction, and the Merchants does not permit You to combine the use of Your Crypto Account with other payment methods, the transaction will be declined.
- 16.12 If for any reason a Transaction is carried out, but its amount exceeds the Available Balance, You must pay us the deficit immediately, and we shall be entitled to sell others crypto you may have in your crypto account and/or stop any existing or subsequent Transactions from proceeding. If You fail to do so after receiving a notification from us, We reserve the right to terminate this Agreement between us and take all necessary steps, including legal action, to recover this deficit  
Your Crypto Account cannot be used where such Merchants are unable to receive Crypto in real time and make sure that You have sufficient Available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and at tollbooths). We accept no liability if a Merchant refuses to accept payment using the Crypto Account. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment in Crypto.
- 16.13 When You use Your Crypto Account to pay for goods and services, You may need to enter Your unique password and OTP. Once Your password and OTP has been accepted the transaction cannot be cancelled by the blockchain
- 16.14 When entering into Transactions over the internet, some websites may require You to enter Your Personal Details and, in such instances, You should supply the most recent Personal Details that You have provided the Programme with via the Website or App (if app version is available)

- 16.15 You may not use the Payment Services to receive or transfer any funds or crypto on behalf of any other natural person or legal entity.  
You agree to only use the Payment Services for lawful purposes and to adhere at all times to all laws, rules, and regulations applicable to the use of the Payment Services, including the terms of this Agreement.  
*Limits / Declines*
- 16.16 Transactions are subject to limits and compliance with the Fees and Limits Schedule to this Agreement.  
We may decline a transaction, place restrictions on Your Crypto Account or apply special security procedures in respect of transactions if:
- (i) You do not have an Available Balance or sufficient Available Balance for the transaction attempted.
  - (ii) The transaction will take You over the limits which can be found in the Fees and Limits Schedule to this Agreement.
  - (iii) To protect the security of Your Crypto Account, Security Details or personal data.
  - (iv) If we believe a transaction is unauthorised or illegal or poses a high risk of being unauthorised or illegal.
  - (v) We reasonably believe the transaction would be in breach of the Fees and Limits Schedule to this Agreement, this Agreement or our Use Policy.
  - (vi) The transaction and applicable fees will cause Your Cryptot Account to go into a negative balance
- 16.17 Payments using Your Crypto Account for any transaction made in a Crypto other than supported cryptos may be declined.
- 16.18 Any refunds for goods and services purchased with Your Crypto Account will be made in accordance with the refund policy of the Merchant. Once your crypto account receives the funds or crypto, the Programme will load Your crypto Account immediately.  
Transactions may be restricted by Crypto Account type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.
- Authorisation*
- 16.19 You will need to give Your consent to each Transaction so that we can check it is genuine by, where applicable, a) using Your password or other Security Details personal to You; b) using OTP; c) providing details personal . Once You have given such consent to the Transaction, it will be deemed to be authorised.
- 16.20 Once a Transaction has been authorised by You and received it cannot be revoked. Certain Merchants may not accept payments made with Crypto and then We accept no liability for this: it is Your responsibility to check the restrictions of each Merchant.
- 16.21 Your ability to use or access the Crypto Account may occasionally be interrupted, for example if we needs to carry out maintenance on its systems or websites. Please contact Customer Services to notify us of any problems You are experiencing using Your crypto Account and we will try to resolve these as soon as possible.
- 16.22 We shall have the absolute right to set-off, transfer, or apply sums held in the Crypto Account(s) in or towards satisfaction of all or any liabilities and Fees owed to us that have not been paid or satisfied when due.
- 17. KEEPING YOUR CRYPTO ACCOUNT AND CREDENTIALS SAFE**
- 17.1 You are entirely responsible for the safekeeping of username, password, access codes and Security Details for Your Crypto Account and must take all possible measures to keep them safe and entirely confidential.
- 17.2 We shall send You a OTP for use with Your crypto account by mail and/or SMS. You will need this OTP in order to make transactions.

- 17.3 Do not share your password, Security details and Access Codes with anyone. You must keep your password, Security details and Access Codes safe and separate from your Crypto Account or any record related with your crypto account and not disclose it to anyone else. Keep Your password, Security details and Access Codes safe, by memorising it, never disclosing it to anyone, or by letting anyone see You enter it. We recommend You do not write it down. If You do write Your password, Security details and Access Codes down or disclose it to any other individual, You may be held liable for any unauthorised or fraudulent transactions made using Your crypto account.
- 17.4 For different situation you may receive a One Time Password (OTP). OTP code must be considered as confidential. Do not share any OTP you may receive with anyone. If You suspect that someone else knows Your password or Security Details or Access Codes for Your Crypto Account, change them as soon as possible in Your Crypto Account or on the App. (if app version is available) If You are not able to do so, please contact Us immediately to discuss. You should check recent transactions and monitor the transactions history of Your Crypto Account regularly. If You do not recognize a transaction, then report it immediately (see below for reporting). You must not give Your credentials to any other person or allow any other person to use it. You may be held liable for any unauthorised or fraudulent transactions made using Your crypto account.
- 17.5 We reserve the right to require You to register for, and/or use enhanced online transaction security systems for customer authentication, which may include a one-time password as well as other third party authentication.
- 17.6 Failure to comply with this Clause may affect Your ability to claim any losses in the event that we can show that You have intentionally failed to keep the information safe or You have acted fraudulently, with undue delay or with gross negligence.
- 18. REPORTING UNAUTHORISED TRANSACTIONS OR DISPUTED TRANSACTIONS**
- 18.1 If You believe that any of the transactions were unauthorised or incorrectly posted to Your Crypto Account, You must notify Customer Services Crypto as soon as You become aware but not later than 1 month of the date of the debit to Your Crypto Account. Unless the Programme has reason to suspect fraud by You, or that You have failed to comply with these Terms and Conditions, or the Account Terms with intent or gross negligence .
- 18.2 Where You have made an authorised Transaction but have a dispute with the merchant, the Programme will require You to provide written confirmation of the disputed transaction within 12 days of the Transaction date. The written confirmation should be sent to Customer Services using the contact form which can be found in the user interface. Alternatively, You can contact Customer Services, in writing or by telephone, to request a form to complete.
- 18.3 By default you aware and accept a crypto transaction cannot be cancelled and will be considered as a cash withdrawals. We may consider your demand and help you to contact the merchant.
- 19. PAYMENT DISPUTES**
- 19.1 If You dispute a Transaction that You have authorised and which has been processed on Your Crypto account, You should settle this with the person You bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased with Your Crypto account.
- 19.2 If Your dispute with a Merchant relating to a Transaction cannot be resolved You should contact Customer Services, for the Programme to attempt to assist You as far as is reasonably practicable. You may have to provide us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. If there is an un-resolvable dispute with a Merchant in circumstances where the Crypto account has been used for a Payment, you will be liable for the Payment and will have to resolve this directly with the relevant Merchant. If You have reason to believe that a Transaction was carried out without Your consent or in error, You may ask the Programme to investigate the Transaction by contacting Customer Services. By default you aware and accept a crypto transaction cannot be cancelled and will be considered as a cash withdrawals.
- 19.3 If the Programme investigates the Transaction, the Programme may charge You an administrative fee on behalf of an investigation fee as set out in the Fees and Limits Schedule to this Agreement. If You do not have sufficient Available Balance for the administrative fee, You must repay the Programme the amount immediately on demand.

**20. EXCHANGE**

- 20.1 If You use Your Crypto Account in a currency or crypto other than the currency or crypto you hold, the amount deducted from Your Available Balance will be the amount of the Transaction converted to Your Crypto Account currency using a rate set by the crypto service provider. You may also be charged a exchange Fee as set out in the Fees and Limits Schedule to this Agreement. In order to allow You to compare charges for currency conversion,

**21. ADVISING CHANGES OF PERSONAL DETAILS OR FINANCIAL SITUATION**

- 21.1 If You change name, address or contact details such as telephone number or e-mail address You must notify the Programme within 14 days of the change.
- 21.2 The Programme reserves the right at any time to perform checks to confirm that the personal details You provide are accurate (for example, by requesting relevant original documents), including for the purposes of preventing fraud and/or money laundering. In addition, at the time of Your application or at any time in the future, in connection with Your Crypto Account, You authorise the Programme to undertake electronic identity verification checks on You either directly or using relevant third parties.
- 21.3 It is also important to notify the Programme without delay of any changes to Your circumstances that may affect the running of Your Crypto Account or associated products by contacting Customer Services. You will be liable for any loss that directly results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud.

**22. WHAT WILL HAPPEN WHEN YOUR CRYPTO PAYMENT INSTRUMENT EXPIRES (if available)**

- 22.1 You will not be able to use Your Crypto payment instrument following its Expiry Date.
- 22.2 Your payment instrument may be automatically renewed at the Programme's discretion. Unless requested otherwise, this will be on the same pricing as set out in the Fees and Limits Schedule to this Agreement as the expiring payment instrument .
- 22.3 Upon expiry of Your payment instrument , unless renewed, You will still be able to use your crypto assets available on your crypto account. All fees not related with payment instrument as set out in the Fees and Limits Schedule to this Agreement will continue to be charged to Your account, even if Your account is inactive or Your payment instrument has expired.

**23. USE OF YOUR PERSONAL DATA**

- 23.1 The Programme is a data controller of personal data provided in connection with the Programme, Your Account and payment instrument and, where You consent, Information on how the Programme uses and protects Your personal data is available in the Programme Privacy Policy on the Website. The Issuer is a joint controller of personal data provided in connection with the Programme.
- 23.2 Information on how Your personal data is used by the Programme is set out in this section.
- 23.3 The Programme may use third parties to process personal data on Our behalf. Such third parties may include creditors or potential transferees of rights and obligations under this Agreement.
- 23.4 The Programme will process and retain personal data in order to open and administer Your Account and payment instrument, to deal with any enquiries You have about it and comply with regulatory obligations. The types of personal data processed are likely to include, but is not limited to, name, address, date of birth, contact details, financial information, employment details and device identifiers.
- 23.5 If the Programme suspects that it has been given false or inaccurate information, it may record that suspicion together with any other relevant information. Decisions may be made by automated means.
- 23.6 If illegality is identified, Programme may pass details to the Issuer and UK and EU Authorities and Regulators. In addition, the Issuer and Law Authorities and Regulators in the UK and EU may request, access and use this information in order to detect, investigate and prevent crime. The Programme and other organisations may also access and use this information to prevent fraud and money laundering. When the Programme, Issuer or Law Authorities and Regulators in the UK and EU process Your personal data, it is done so on the basis of a legitimate interest in preventing fraud, money laundering, and to verify identity. These processes are carried out in order to protect the Programme, the Issuer, other customers, and to comply with regulatory requirements.
- 23.7 Please contact Customer Services if You want to receive details of relevant Law Authorities and Regulators in the UK and EU and/or contact the Programme's Data Protection Officer. The Programme and other organisations may access and use the information recorded by Law Authorities and Regulators in the UK and EU in other countries.



- 23.9 The Programme may check all personal information given by You with Law Authorities and Regulators in the UK and EU and other organisations. For the purpose of enabling use of Your payment instrument, the Programme may also use information about any device, computer, network and browser You use.
- 23.10 Personal data may also be transferred confidentially to other organisations within the crypto service provider's group of companies and to relevant third parties so that the Programme can manage Your Crypto account
- 23.11 You can also obtain any details of the information the Programme and We hold about You and/or, details of any other person to whom the Programme and We may pass Your information (where the Programme and We are not prevented by law), by writing to Customer Services. You have a legal right to these details (in most circumstances) and, where applicable, to object to the Programme and Us processing Your personal data and/or request that Your data is corrected or erased.
- 23.12 The Programme and We reserve the right to process data in countries outside the European Union, however the Programme and We will ensure adequate protection for personal data transferred to countries outside the European Union as required by data protection legislation. Your data will be retained for 6 years after the end of the provision of services to you, where your data will be destroyed in compliance with the requirements of the General Data Protection Regulation. This delay may be longer in case of legal investigation.
- 23.13 You agree and aware a wallet and all details associated on the blockchain cannot be destroyed and therefore do not fill any complaint against us as we are not able any details which had been recorded by the blockchain
- 23.14 If applicable To facilitate the processing of payments, the Programme and We may share Usage information with specified third parties strictly in accordance with any nationally published Code of Conduct or similar, relating to the receipt and dispersal of government benefits.
- 23.15 You have the right to:
- (i) know more about the information the Programme and We pass to third parties or that is held by Law Authorities and Regulators in the UK and EU, or to obtain a list of the third parties with whom the Programme and We share information;
  - (ii) receive details of the personal data the Programme and We hold about You.
  - (iii) receive a copy of this Agreement and the terms and conditions contained herein at any time, a copy of which will be made available on the Website.

## **24. THE LAW THAT APPLIES & ASSIGNMENT**

- 24.1 These terms shall be governed by English law, except that (if you are a consumer and not a business user) there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law ("Applicable Law"). Subject to the Applicable Law, the courts of England have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms of Use (including a dispute relating to the existence, validity or termination of these Terms of Use or the consequences of their nullity or any non-contractual obligation arising out of or in connection with these Terms of Use).
- 24.2 The Crypto Account and associated products is a payment service product and not a deposit or credit or banking product and, as such is not governed by any EU Compensation Scheme. However, the Programme will ensure proper safeguarding of Your funds so that they are protected in accordance with applicable law if the Programme or We become insolvent. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 24.3 If any part of this Agreement is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.
- 24.4 You may not assign or transfer any of Your rights and/or benefits under this Agreement and You shall be the sole party to the contract between the Programme and You. You will remain liable until the Crypto Account and all associated products to You are cancelled or have expired and all sums due under this Agreement have been paid by You in full. Subject to giving You 14 days' notice the Programme may assign all rights and benefits under this Agreement to a third party and may subcontract any of the obligations under this Agreement. If the Programme does not hear from You prior to the expiry of the 14 days the Programme and We will assume You are agreeable to the change.

- 24.5 You may not assign or transfer any of Your rights and/or benefits under this Agreement and You shall be the sole party to the contract between the Programme and You. You will remain liable until the Crypto Account and all associated products to You are cancelled or have expired and all sums due under this Agreement have been paid by You in full. Subject to giving You 14 days' notice the Programme may assign all rights and benefits under this Agreement to a third party and may subcontract any of the obligations under this Agreement. If the Programme does not hear from You prior to the expiry of the 14 days the Programme and We will assume You are agreeable to the change.
- 24.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Use.
- 24.7 These Terms of Use constitute the entire agreement between us and you, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. A person who is not a party to these Terms of Use shall not have any rights under or in connection with them, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. All communications relating to Your Account will be in English.
- 25. COMMUNICATION**
- 25.1 Any communication from the Programme to You will be given via the Website and by notification via email or the App (if app version is available) , using the latest contact details with which You have provided us.
- 25.2 You may contact the Programme via Operations Team, the details of which are set out in the Definitions & Interpretation Clause.  
Email messages sent over the Internet are not secure and we are not responsible for any damages incurred by the result of sending email messages over the Internet. We suggest sending email in encrypted formats; you are welcome to send "pretty good privacy", or PGP encrypted emails to us. We recommend you to send message by opening a ticket into your client interface.
- 26. COMPLAINTS**
- 26.1 You agree to follow below steps to fill a complaint you may have if You are unhappy with the service provided under these Terms and Conditions. Correspondence may be monitored or recorded. We provide an excellent customer experience for all our Customers. If we do not meet your expectations in any way, we want to have the opportunity to put things right.
- 26.2 You must provide us with all receipts and information that are relevant to your claim. A claim without relevant receipts and information, or an unclear claim, or not in English will not be considered as a claim.
- 26.3 In the first instance, your initial communication will be with our Customer Services Team which can be contacted through your user interface or by Email to supportclients (at ) cardveritas (point) com or by phone 0044.20.376.95.419. Contact details can be found in contact page <https://veritascard.com/contact-us>. Our Customer Services Team will listen to your needs and will do their best to solve your issue promptly and fairly in courtesy manner. We value the opportunity to review the way we do business and help us meet our customers' expectations. Once received your complain, Customer Services will respond to You as quickly as possible but, in any event, shall reply to You by return email by no later than 10 Business Days.
- 26.4 In the second instance, only if after having received a response from Customer Services Team of the programme you are unhappy with the outcome, by sending proof of contact with customer services you can contact the Complaints Team of the Crypto Service Provider Manager in writing via email at legal (at) gatehub (point) com. Once received, the Complaints Team will conduct an investigation and you will receive a response of its findings within 15 Business Days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 Business Days, we will reply providing a reason for the delay and deadline for response, not more than 35 Business Days after first receipt of complaint.
- 26.5 While we will strive to do our best to provide you with any information you require in an accurate manner, any information given shall be subject to these Terms and Use and/or any other terms, conditions or rules directly contained in email format. In case of any contradictions between the information given by our support and the Terms of Use, the provisions contained in these Terms shall prevail. Without prejudice to your legal rights, you hereby acknowledge that any complaint made by you more than 14 days after the date of finalization of the transaction which is the subject of the complaint in question will not be taken into consideration and shall have no value.

**27. LIABILITY**

- 27.1 If something which the Programme or We are not reasonably able to control, including but not limited to, defects relating to the crypto Account or associated products which stop or delay the Programme from meeting an obligation under this Agreement, the Programme and We will not be responsible for any loss which You may suffer.
- 27.2 You will be responsible for:
- i) any unauthorised activity if You act fraudulently or with gross negligence; and
  - ii) any loss or fraud that results directly from Your failure to advise Us promptly of any name, address or contact details changes.
- 27.3 In the event that You do not use Your Et{r q"Ceeqwpv in accordance with these Terms and Conditions or the Programme discovers that You are using the Et{r q"Ceeqwpv fraudulently, the Programme reserves the right to charge You for any reasonable costs that are incurred in taking action to stop You using the Et{r q"Ceeqwpv and to recover any monies owed as a result of Your activities.
- 27.4 We accept no responsibility or liability for the goods or services that You purchase with Your Et{r q"ceeqwpv or for any product or service discounts arising from the purchase with Your Et{r q"ceeqwpv. We accept no responsibility or liability for a merchant refusing to accept Your Et{r q"ceeqwpv.
- 27.5 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 27.6 The above exclusions and limitations set out in this paragraph shall apply to any liability of Our affiliates such as the Crypto service provider, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to You, which may arise in connection with this Agreement.
- 27.7 For all other matters not expressly covered in this Clause and to the extent permitted by applicable law, the Programme and Our total aggregate liability shall be limited to the total amount of fees that You have paid over the 12-month period prior to the claim.
- 27.8 Except as required by law, we shall not be responsible, and you will be solely responsible, for compiling and retaining your own copy of the data in your Account and your activities in connection with this Agreement. Upon the termination of this Agreement for any reason, we shall have no obligation to store, retain, report, or otherwise provide any copies of, or access to, the Transaction data or any records, documentation or other information in connection with any Transactions or the Crypto Account.
- 27.9 Where any request, Transaction, disputed Transaction, arbitration or reversed Transaction involves third party costs, you remain liable for these and they will be deducted from your Crypto Account or otherwise charged to you.
- 27.10 We shall not be liable for losses incurred by an incorrectly or non-executed payment Transaction if the details of the payee's account (crypto or fiat) provided by you were incorrect
- 27.11 If you think someone is using your Crypto account or associated products without your permission you accept:
- (i) to contact us as soon as possible and you must provide us some identifying details acceptable to us so that we can be sure we are speaking to you;
  - (ii) We can only take steps to prevent unauthorised use of the Services if you can provide us sufficient details to identify yourself and the relevant Account.
  - (iii) to help us, our agents, regulatory authorities and the police if we suspect that the Services are being misused.
- To the fullest extent permitted by applicable law, you hereby agree to indemnify and hold harmless us and our partners against any and all claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses, including reasonable attorneys' fees, in any way arising out of, in relation to or in connection with, directly or indirectly, your or your authorised representatives':
- (iv) use of, or conduct in connection with, the Services;
  - (v) breach of these Terms of Use or any other of our policy; or
  - (vi) violation of any applicable law or the rights of any other person or entity.
  - (vii) This clause will survive the termination of this agreement.

## 28. CHANGES TO THESE TERMS AND CONDITIONS

- We reserves the right to make changes to these Terms of Use, at its discretion, and at any time.
- 28.1 Notice will be sent to the email address registered.
- 28.2 Changes will be deemed to have been accepted unless You notify the Programme to the contrary before the proposed date the change comes into effect. Rejection of any proposed changes will amount to termination of Agreement and the cancellation of Your Crypto Account and associated products.
- 28.3 We may assign or transfer our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 10 days' written notice. This will not adversely affect your rights or obligations under this Agreement.
- 28.4 Nothing in this Agreement is intended to confer a benefit on any person who is not a party to it, and therefore no such person shall have any right under applicable legislation, but this Clause do not affect a right or remedy of a third party which exists or is available apart from that Legislation. Any waiver or concession we may allow you, will not affect our strict rights and your obligations under this Agreement.
- 28.5 This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## 29. CANCELLATION OR EXPIRY OF YOUR CUUQEKVGF 'RTQF WEVU'

- 29.1 As "bmqenej clp"etgcvkp"lu"lpucpv" {qw"ecppqv"to withdraw {qwt"equpgv"fq"et {r vq"ceeqwpv"etgcvkp0
- 29.2 The Programme has the right to terminate this agreement"cv"cp {vto g and cancel {qwt"Et {r vq" Account and cuuqekvgf" rtqfwev by giving You 37 days' written notice. Once Your cuuqekvgf"rtqfwev" have been cancelled, it will be Your responsibility to destroy k0
- 29.3 The cuuqekvgf "rtqfwev"will automatically be cancelled if:
- \*k- Your Et {r vq"Account is closed for any reason; or
  - \*kk- The Et {r vq"Ugtxleg"Rtqxf gt ceases rtqxf lpi "et {r vq"tcpucevkvpu0In this case, the Programme will contact You to advise if another et {r vq"ugt xleg"rtqxf gt"will be rtqxf gf to You by another et {r vq"ugt xleg"rtqxf gt or by the Programme directly (where applicable).
- 29.4 The Programme may at any time and without notice suspend, restrict, block or cancel YourCrypto Account and associate product, or refuse to issue or replace a associated product and/ or Crypto Account related Security Details, for reasons relating to the following:
- \*k- any of the information that You provided to the Programme when You applied for the Account and/or associated product was materially incorrect or false;
  - \*kk- to comply with any applicable regulations or legislation;
  - \*kk- You die;
  - \*kx+ You have not complied with the terms and conditions in this Agreement;
  - \*x+ The Programme or We have reason to believe that You have used, or intend to use, Your payment instrument in a grossly negligent manner or for a fraudulent or otherwise unlawful purpose;
  - \*xk- The Programme or We are required to do so for legal reasons; or
  - \*xkk- You use racist, threatening or abusive behaviour towards Programme or Our staff, or harass Programme or Our staff (including via social media).
- 29.6 If the Programme takes any of the steps referred to in this Clause, You will be notified as soon as possible or as permitted after the Programme have taken these steps. The Programme may ask You to stop using Your crypto account and/or destroy associated products. The Programme will issue You with a replacement associated products if after further investigations it is believed that the relevant circumstances (as set out in this Clause) no longer apply.
- 29.7 When the Programme processes Your redemption request, the Programme may require You to provide KYC information and/or documents in order to verify Your Personal Details in accordance with legal requirements. The Programme may charge an administrative fee on behalf of a Redemption Fee if You request redemption of Your Available Balance before, or 12 months after, expiry of this Agreement. Any such Redemption Fee is set out in the Fees and Limits Schedule to this Agreement)
- 29.8 The Programme shall have the absolute right to set-off, transfer, or apply sums held in Your Crypto Account in or towards satisfaction of all or any liabilities and fees owed that have not been paid or satisfied when due.

### 30. SUSPENSION/TERMINATION OF SERVICES

- 28.1 We may, in our discretion and without liability to you, with or without prior notice, temporarily suspend or permanently terminate your access to the Platform, your Account or all or some Services(i) in the Event of Force Majeure (ii) if you breach these Terms of Use, or (iii) if we are required to do so in order to comply with our own regulatory obligations.
- 28.2
- 28.3 For the purpose of this section, "Event of Force Majeure" means any circumstances which we cannot reasonably be expected to control (which shall include Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, breakdown in machinery, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing.
- 28.4 In particular, we may take such action in the following circumstances: (1) you attempt to gain unauthorized access to the Platform or another user's Account or provide assistance to others attempting to do so, (2) you interfere, or try to interfere, with software security features limiting use of or protecting any content, (3) you use the Service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) you violate these Terms of Use, (5) you fail to pay, or make fraudulent payment, for transactions, (6) you infringe the intellectual property rights of third parties, or (7) we are requested by law enforcement or other government agencies to do so, if deemed to be legitimate and compelling by us, acting in its sole discretion.
- 28.5 We may, in our full discretion and without liability to you suspend or terminate some or all of our Services. In case of such suspension, we will notify you by email or ticket into your client interface.
- 28.6 We may modify and upgrade existing services at any time or we may introduce new services, without prior notice to you.
- 29.1 Temporary suspension.
- If we suspect activity from your side, which might qualify as a breach of these Terms of Use, we may temporarily suspend access to your Account or access to specific services within the Account. Such temporary suspension may last a maximum of 7 business days. Within this timeframe we will conduct an internal investigation. If we request you additional documents the temporary suspension will be maintain until we receive and analyze your documents. If our suspicion will be confirmed, we will trigger permanent termination of your Account.
- 29.2 Permanent termination.
- In case of permanent termination of your access to our services, we will deactivate and delete your Account, without liability to you. In the event of termination unless you didn't pay fees due to us or we believe the user committed any action which could cause us a damage, we will return assets stored on the Account and you shall bear all the costs associated with such transfer.
- We expressly reserve the right to cancel and/or suspend Accounts that have not been re-verified by the user despite our good faith efforts to contact you seeking such verification ("Unverified Accounts"). All Unverified Accounts which have been inactive for a period of 6 months or more may be further subject to transfer to a third-party cryptographic "escrow" account, and will no longer be maintained or be the legal responsibility of the crypto service provider.
- You may terminate these Terms and Conditions with us, and close your Account at any time, following settlement of any pending transactions, by posting a ticket in your client interface.
- You agree that the Service is made available to you immediately when you issue a request for a transaction. You (i) acknowledge that you lose your right to cancel the transaction for any reason; and (ii) agree that you request us to immediately begin providing the Services.
- The suspension of an Account shall not affect the payment of any fees due to us. Any provision of these Terms of Use that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect. This includes (but is not limited to): this clause, "Sanctions", "Our Fees", "Legal Language...", "Indemnity", "Disclaimer", "Limited Right of Use", "Maintaining you Account: Our Rules", "Disclosures to Legal Authorities...", and "International Transfers of Personal Information".

### 30. DEFINITIONS

**"Account"** or a data account or a crypto account: The money and crypto assets associated with Your payment instrument if any;

**"Access code"** is including your login, password, PIN, temporary password, credentials, security details which are designed to gain enter to user interface and to use products and services of this agreement. Access code and communication channel (email, sms, SVI ...) for receiving it must be secured by end-user;

**"Account Closure Fee"** has the meaning given in the attached Fees & Limits Schedule;

**"Account Information Service"** an online service to provide consolidated information on one or more payment accounts held by the payment service user with another payment service provider or with more than one payment service provider;

**"Additional payment instrument"** Any additional payment instrument which is issued in addition to the primary account any time after the successful registration of an Account;;

**"App"** The Programme mobile application that allows You to access Your Account and view payment instrument and Transaction related information. IMPORTANT NOTICE: new App version is currently under development and is not available, therefore you have to use web version.

**"Administrative fees"** apply: 1. The improper use of the account such as execution or an attempt to execute transactions that do not comply with the law or these Terms and Conditions 2. in the event of a request from the customer for arbitration or a disputed transaction on the account; or in the event of an investigation on account from a trusted third party 3. customer erroneously disputes an authorized transaction required followed by a customer support agent. 4. functioning of the account requiring manual special treatment such as execution or attempt to execute operations that would not comply with those terms and conditions. E.g.: a)customer refuses to provide or do not provide after a reasonable delay (45 days) requested security check documents (e.g.: identification documents and/or proof of address and/or proof of funds of incoming funds and/or supporting documents for account/card activity...) b)request for information had been received from a trustworthy body and/or any state body. c)incoming funds had been returned to the sender. d)reception of a debt collection notification. e)non-allocation of funds received due to an error from the customer f) non-execution of using funds due to an error from the customer. g)upgrade failed due to wrong information or document provided by customer. h)customer is not allowed to load additional funds as account status had been changed to spend only. i)negative balance which is not paid by client after a reasonable delay (45 days);

**"Applicable Exchange Rate"** the exchange rate available in the attached Fees & Limits Schedule;

**"ATM"** an automated teller machine is an electronic telecommunications device that enables Customers to perform financial transactions, particularly cash withdrawal, without the need for a human cashier, clerk or bank teller;

**"Authorised Person"** any person to whom you authorise us to access your Account;

**"Available Balance"** The value of unspent funds loaded onto Your Account available to use;

**"Business Day"** Monday to Friday, 09:00 AM to 05:00 PM GMT, excluding bank and public holidays in Cyprus, in UK and in Slovenia;

**"Cash withdrawal"** the customer takes cash out of the customer's account;

**"Cobrand Partner"** is in charge to collaborate with program manager to create program and leverage program brand strengths and resources of the program;

**"Credit transfer"** The account provider transfers money, on the instruction of the customer, from the customer's account to another account;

**"Crypto Asset"** means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (e.g. bitcoin and ether).

**"Crypto Account"** means the Customer's account in the Crypto Service where the Customer may retain its Crypto Assets in the CryptoAccount

**"Customer Due Diligence"** the process we are required to go through to verify the identity of our Customers;

**"Direct Debit"** The customer permits someone else (recipient) to instruct the account provider to transfer money from the customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary;

**"European Economic Area"** or "EEA" the European Union ("EU") member states, as well as Iceland, Liechtenstein and Norway;

**"E-Wallet"** Transaction Data and other information from time to time;

**"Expiry Date"** The expiry date showing on Your payment instrument;

**"Fees" of "Fee"** Any fee payable by You as referenced in the Fees & Limits Schedule;

**"Fees & Limits Schedule"** The schedule contained in this Agreement and which forms part of this Agreement;

**"Fiat Currency"** means an official currency of a country that is issued by a central bank or other monetary authority (e.g., euros, pounds, and dollars).

**"IBAN"** an International Bank Account Number used to identify bank accounts for the purposes of international payments;

**"KYC"** Means "Know Your Customer" and constitutes our verification of Your Personal Details;

**" Maintaining the account "** The account provider operates the account for use by the customer;

**"Merchant"** A retailer or any other person that accepts Your Crypto assets;

**"Online Crypto Account"** The area on the Website that allows You to access Your Crypto Account and carry out Account-related functions;

**"Operations Team"** The contact centre for dealing with queries about Your VeritasCard and Account. You can contact Operations Team by:

- i. Writing to Program Manager by opening a ticket into your user interface or, calling, +44.207.534.8076 (Your network provider may charge a fee for calling this number), or e-mailing supportclients (at) cardveritas (point) com from the email address registered to Your Online Account;
- ii. contacting the Crypto Service provider.

**"Payment"** a payment for goods or services using your Crypto assets;

**"Payment Account"** a crypto account opened by the crypto service provider on behalf of the customer (user), which is used to execute payment transactions and as a source of funds for the use of the payment instrument;

**"Payment Initiation Service"** an online service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider;

**"Payment Initiation Service Provider" or ("PISP")** a payment service provider who supplies a Payment Initiation Service;

**"Payment instrument "** any device or international payment card linked to your Account, which can be used to spend your Available Balance wherever your crypto or your payment instrument is accepted;

**"Payment instrument holder"** The person who has been received with any device or payment instrument and who is responsible for the use of all devices or payment instrument in accordance with this Agreement;

**"Payment Services"** the services supplied by us to you under this Agreement, including providing payment instrument linked with your crypto Accounts; and executing Transactions;

**"Personal Data"** The registered personal identity details relating to the use of Your Crypto Account including (but not limited to) Your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which the Programme processes are set out in a Privacy Policy on the Website;

**"PIN"** Personal Identification Number; that is, the security number provided for use with Your payment instrument;

**"Primary payment instrument"** The first payment instrument linked to Your Account in accordance with this Agreement;

**"Programme"** VeritasCard is trademark owned by Programme Manager and the name of this programme;

**"Program Manager"** The Programme Manager is provider of the Programme.

**"Generic IBAN"** a virtual IBAN issued by our bank service provider that Service Crypto Provider allocate to your Crypto Wallet which can be used by you or others for the purpose of making a Bank Transfer of funds that will result in a credit of the relevant funds to your Account;

**"Program Manager"** is in charge for relationship with the issuer;

**"Redemption Fee"** means the fee applied by us for the return of funds to an IBAN Account holder, or Cardholder following a request for redemption by an IBAN Account holder Cardholder under this Agreement, as specified in the attached Fees & Limits Schedule;

**" Replacement Fee"** has the meaning given in the attached Fees & Limits Schedule;

**"Security Details"** A set of personal codes consisting of numbers, letters and symbols which form a username and password selected by You in order to access Your Account;

**"SEPA Transfer"** a facility whereby you instruct us to send Euros to a bank account elsewhere in the Single Euro Payments Area ("SEPA"), quoting the IBAN of the intended recipient of the funds;

**"Standing order"** The account provider makes regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account;

**"Transaction"** The use of Your crypto account or payment instrument linked to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of Your Crypto account including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using Your payment instrument linked with your crypto account;

**"Transfer"** a transfer of crypto assets from one Crypto Account to another Crypto Account or an outgoing wire by using FIAT;

**"User interface platform"** space available through website and/or app (if app is available) where you interact with your account;

**"Virtual Payment instrument"** a payment instrument for the purpose of making Payment without any corresponding physical payment instrument;

**"Website"** www.cardveritas.com;

**"We, Us or Our"** are the i) programme, ii) the programme manager, iii) the cobrand partner, iv) the crypto service issuer

**"You or Your"** You, the person who has entered into this Agreement with us and have request to use of the payment instrument and or Crypto Account and any other person You have authorized to use any payment instrument in accordance with this Agreement;

## Fees and Limits Schedule

<b>VERITAS LIMITS TABLE – BY DEFAULT, MAY VARY (DECREASE) ACCORDING TO CUSTOMER PROFILE/RESIDENCY</b>	
<b>MAXIMUM LIMITS Inbound Credit Transfer to the wallet - All channels</b>	
Daily load value	Unlimited
Monthly load value	Unlimited
Annual load value	Unlimited
Number of loads daily	Unlimited
Number of loads monthly	Unlimited
Number of loads annually	Unlimited
<b>Balance</b>	
Maximum Total Balance at any one time	Unlimited
<b>Outbound Credit Transfers - All channels</b>	
Single transaction outbound value	Unlimited
Daily outbound value	Unlimited
Monthly outbound value	Unlimited
Annual outbound value	Unlimited
Number of outbound transfers daily	Unlimited
Number of outbound transfers monthly	Unlimited
Number of outbound transfers annually	Unlimited
<b>CRYPTO ATM Transactions</b>	
Single transaction value	500€
Daily total transaction value	750€
Monthly total transaction value	3.000€
Annual total transaction value	20.000€
Number of daily transactions	5
Number of monthly transactions	50
<b>CRYPTO Point of Sale Transactions</b>	
Single transaction value	Unlimited
Daily total transaction value	Unlimited
Monthly total transaction value	Unlimited
Annual total transaction value	Unlimited
Number of daily transactions	Unlimited
Number of monthly transactions	Unlimited
<b>Crypto to Crypto (different cryptoassets, same provider) - Daily</b>	
Number	Unlimited
Single Transaction value	Unlimited
Total Transaction value	Unlimited
<b>Crypto to Crypto (different cryptoassets, same provider) - Monthly</b>	
Number	Unlimited
Total Transaction value	Unlimited
<b>Crypto to Crypto (different cryptoassets, same provider) - Annual</b>	
Number	Unlimited
Total Transaction value	Unlimited
<i>LIMITS MAY VARY SIGNIFICATIVELY (DECREASE) ACCORDING TO CUSTOMER PROFILE AND RESIDENCY</i>	



<b>VERITAS FEE TABLE EURO – BY DEFAULT. REDUCTION and DISCOUNT MAY APPLY</b>	
<b>Product Fees, Registration &amp; Maintenance Fees</b>	<b>Fees in euros</b>
Account Creation	Free
Activation	Free
Monthly Service Charge	Free
Linked with generic IBAN	Free
Blockchain wallet creation	Free
Account Annual Maintenance CLASSIC / AMBASSADOR	128.90/378
Annual Platform CLASSIC / AMBASSADOR	99/199
<b>Loading Transactions / Credit Transfer</b>	<b>Fees in euros</b>
By incoming bank transfer - SEPA incoming	Free
By incoming bank transfer - Swift incoming	0.1% (min. €15)
By credit/ debit card acquiring	3.8% (min. €2)
By Neosurf - Cash	7% + €1
Reverse / Return a payment	0.25% (min. €5 if Sepa, €50 if Swift)
Transfer Trace	35)
Interledger	0.1
<b>Usage Transactions - Outgoing Transfers</b>	<b>Fees in euros</b>
By bank transfer OUTBOUND - SEPA Outgoing	€1
By bank transfer OUTBOUND - Swift Outgoing	0.1% (min. €15)
<b>Other Transactions -</b>	<b>Fees</b>
GBP/ Bitcoin - XRPL	0.2%
Bitcoin Cash / Dash / Ether/Ether Classic/Evers/Flare/Gala/Litecoin/ Songbird/Tether/USD Coin/Wrapped/ Gold(BPG Kovine) - XRPL	0.3%
EUR/USD Xahau	Free
Interledger	€0.1
GBP Deposit/Withdraw	10GBP
GBP Transfer Return	0.25% (min. GBP10)
Bitcoin / Bitcoin Cash / Dash / Ether/Ether Classic/Evers/Flare/Gala/Litecoin/ MMAON/Songbird/Sora/Tether/USD COin/Wrapped - Deposit	Free
Bitcoin / Bitcoin Cash / Dash / Ether/Ether Classic/Evers/Flare/Gala/Litecoin/ MMAON/Songbird/Sora/Tether/USD COin/Wrapped - Withdrawal	0.001BTC/0.001BCH/0.0001DSH 0.0005ETC/EversFree/2FLR/ 160GALA/0.001LTC/300MMAON/ 25GB/500XOR/15USDT/15USDC/ 25WXP
BPG KOVINE: Delivery by fast mail	0.3XAU
<b>Wallet Protect (per wallet, per year)</b>	<b>Fees in USD</b>
\$10K/100K /1.000K	\$36/288/2.299
<b>Miscellaneous</b>	<b>Fees in euros</b>
Investigation - once off charge per investigation	200
Administrative (scope covered in Terms & Conditions)	200
Upgrade from Gold to Ambassador	199
Veritas Club Membership	299
Physical Payment Instrument additional or replacement (renewed, lost or stolen)(2)	29.90
Inactivity (after 60 days inactivity) - per month	2% (min. €30)
Expired payment instrument Management - per month	10
Annual Travel Insurance with winter sports (2)	69
1)When available. No refund if decline.	
(2) When available. Conditions apply. Please read carefully travel insurance conditions before subscribing it. No refund on travel insurance	
All fees are subject to change at any time.	