#### GENERAL TERMS OF SERVICE OF MOUNTAIN WOLF GROUP

(hereinafter referred to as "GTS")

#### Effective from 28 September 2023

#### THIS IS AN IMPORTANT DOCUMENT

#### PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

#### BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE MOUNTAIN WOLF SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE LEGALLY BOUND BY THESE GTS AND ALL TERMS INCORPORATED BY REFERENCE.

GTS contains important information which applies to your dealings with Mountain Wolf Group in relation to the Services and your Account (all the terms are defined in GTS). You should read GTS carefully and keep it for future reference.

Different GTS may apply in relation to specific Services offered by Mountain Wolf, or in respect of specific transactions. Any such GTS are additional to the terms set out in this document.

Certain risks relating to the Services are described in the GTS.

Please ensure that you read and understand the risks described in GTS.

GTS does not disclose or discuss all the risks, or other significant aspects, of conducting transactions or of the transactions conducted. You should not construe these or any other statements as legal, tax or financial advice.

Mountain Wolf Group is not acting as your financial advisor, and you must not regard Mountain Wolf as acting in that capacity. You should consult your own independent professional advisors before entering into any virtual assets related transaction and only enter into a transaction if you have fully understood its nature, the contractual relationship into which you are entering, all relevant GTS and the nature and extent of your exposure to loss.

GTS and other terms that apply to your activities may change from time to time.

You should check Mountain Wolf website for the latest GTS and additional information **before** you enter into any new transaction. If you have any questions about GTS, or in the event of any service difficulties or interruptions, please contact us via compliance@mountainwolf.com or support@mountainwolf.com

#### IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, DO NOT ACCESS MOUNTAIN WOLF SITE/WEBSITE OR THE APP AND DO NOT USE ANY OF THE MOUNTAIN WOLF GROUP SERVICES, PRODUCTS AND/OR CONTENT.

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#### **GENERAL SECTION**

#### Preamble

These GTS and any terms expressly incorporated herein apply to your access to and use of the Mountain Wolf website, products and services which are provided and operated by <u>Mountain</u> <u>Wolf Group</u>.

Mountain Wolf Group (hereinafter as "**Mountain Wolf Group**" or "**Mountain Wolf**", "**we**", or "**us**") is an ecosystem centered around an online exchange for Digital Assets trading. The Mountain Wolf Group provides users with a trading platform to buy and sell Digital Assets, integrated custody solution allowing users to store their Digital Assets and other Digital Asset-related services in Eurasia/CIS, Europe/EU/EEA and UAE/GCC/Middle East region in compliance with the licenses of separate legal entities (collectively "**Services** ").

GTS set out the basic rights and obligations of the contractual relationship between Mountain Wolf Group and its Users and are binding for all participants in this contractual relationship from the date of the first expression of the will of the User or a person interested in Mountain Wolf Services leading to a contractual relationship with Mountain Wolf Group.

GTS also stipulates the basic rights and obligations of the contractual relationship between Mountain Wolf Group and other persons in accordance with the valid, generally binding rule of justice.

GTS are part of every contractual relationship between Mountain Wolf and the User and form an integral part of the Agreement between Mountain Wolf and the User, unless otherwise stated in the Agreement.

The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all services, products and content of Mountain Wolf. By accepting these GTS, User agrees with and accepts all policies published on the Site.

#### **SECTION A - BASIC TERMS**

#### 1. Definition of Basic Terms

1.1. For the purposes of GTS and the legal relationship between Mountain Wolf and the User, the following definitions of Basic terms with the following meaning shall be used:

1.1.1. **App/application** - *under* construction.

1.1.2. An application programming interface (API) - means a connection between computers or between computer programs.

1.1.3. **Account/ (E-Wallet) Account** - an Account registered by the User on the Site, which is connected to an individual and multifunctional E-Wallet offering different Services.

1.1.3. **Accepted area** – all countries which are not on the FATF blacklist, prohibited jurisdictions list and/or are restricted by Mountain Wolf banking partners.

1.1.4. **Agreement** - a contractual relationship, the subject of which is the provision of Services between Mountain Wolf and the User (together as "**Parties**"). The GTS form a general part of the Agreement.

1.1.5. **AML Rules** - rules to ensure protection against legitimization of proceeds of crime and financing of terrorism, governed by national law, legally binding acts of the European Union, recommendations of international organizations and best practices.

1.1.6. **Authentication Data** - data used by the User to log in to various Mountain Wolf Technology systems.

1.1.7. **Authenticator** – an application for User verification for entering Account and Authorization.

1.1.8. Authorization - a Card or Payment Transaction verification process:

a) in the case of Card Transactions - authorization is the process of verifying a Card Transaction (approval or rejection) at the level of Mountain Wolf and the Payment Card Issuer. The result of the Transaction verification is the assignment of an authorization code, not the crediting of funds to the User's account.

b) in the case of Transactions - authorization is an expression of the payer's consent to perform a Payment Transaction, including verification of access to the Account and special security features.

1.1.9. **Authorized Person** - a person authorized by the User's Representative, in the manner required by Mountain Wolf and the relevant security regulations, for various activities related to using the Account based on the User Representative's request.

1.1.10. **Authorized e-mail** – e-mail address which was given during the registration at the Website. Considered as the only authorized email for communication with Mountain Wolf.

1.1.11. **Bank Account** - an account maintained by a Payment Service Provider other than Mountain Wolf.

1.1.12. **Business Day** - is a day on which Mountain Wolf and other institutions involved in the transfer of funds perform their activities. Business Days are not days of rest (weekends, public and other holidays and days officially declared as days of rest).

1.1.13. **Buyer** - means the User who submits an Order to buy Fiat or Virtual assets through the Exchange.

1.1.14. **Card** - means the (Prepaid) Card issued to User that is linked to Users (E-Wallet) Account.

1.1.15. **Card Associations** - supranational companies providing non-cash payment system through Payment Cards, namely MasterCard, VISA and UnionPay.

a) MasterCard - refers to MasterCard International, Inc. and Europay International S.A. and related brands, and their legal successors or assignees.

b) VISA - refers to, individually or collectively, as appropriate, VISA USA Inc. and/or VISA INTERNATIONAL Inc. and/or Visa Europe Limited and related brands, and their successors or assignees.

c) UnionPay - refers to UnionPay International, branch China UnionPay, and their successors or assignees.

1.1.16. **Card Services** - services that allow the User to buy goods and/or services by Card. User can deposit Funds onto Card using (E-Wallet) Account. Card services are provided by external companies, such as Card Compact Ltd., 483 Green Lanes, London N13 4BS, United Kingdom.

Condition of the Card Services provision are available on the following web: <u>https://kingcard.eu/en/</u> or others.

1.1.17. **Communication Channel** - a technical connection between User and Mountain Wolf, enabling secure processing of communication.

1.1.18. **Cryptocurrency** - is a digital non-governmental asset based on a combination of cryptographic algorithms, whose existence and transfer is confirmed and recorded on a ledger that is distributed across a network of independent computers. There are two types of cryptocurrencies: (1) traditional cryptocurrencies, which are created by a standalone blockchain such as BTC (Bitcoin) and ETH (Ethereum); and (2) cryptocurrencies that are digital representations of other assets such as those backed by fiat currency (sometimes referred to as stablecoins) such as USDC issued by Circle. Cryptocurrency does not have a physical counterpart in the form of legal tender. Exchanges or purchases of cryptocurrencies to cryptocurrencies or Fiat money are made at the own risk of the persons participating in such transactions. There is no legal entitlement to compensation for any losses caused by such exchanges or purchases.

1.1.19. **Deposit** - means a Transaction involving a transfer of Funds (Fiat Currencies and/or Cryptocurrencies) to the User's (E-Wallet) Account.

1.1.20. **E-Money** - means monetary value as represented by a claim on the issuer which is: stored electronically, including magnetically; issued on receipt of funds; used for the purposes of making payment transactions. Electronic money is the electronic alternative to cash. It is typically stored on a computer or remote server, e-money payment networks like PayPal, or a prepaid debit card. Is backed by fiat money.

1.1.21. **E-Currency** / **Virtual assets** – a digital representation of value, such as cryptocurrencies, utility, or investments tokens, that can be digitally traded or transferred and can be used for payment or investment purposes.

1.1.22. **E-Currency (Virtual asset) Services** – means E-services provided to the User by the Mountain Wolf (E-Wallet) Account:

a) Exchange between virtual assets and fiat currencies;

- b) Exchange between one or more forms of virtual assets;
- c) Transfer of virtual assets; and

d) Safekeeping and/or administration of virtual assets or instruments enabling control over virtual assets;

e) Participation in and provision of financial services related to an issuer's offer and/or sale of a virtual asset.

1.1.23. **Exchange / Mountain Wolf Ecosystem -** means an environment created by Mountain Wolf that allows to buy/sell/trade (Crypto) Currencies (Exchanger).

1.1.24. **Fee** – payment for Mountain Wolf Services published on the Site/Website (e.g., Account Fee, SEND-Wolf Fee, etc.).

1.1.25. **Fiat money** - means government-issued money, that is designated as legal tender in its country of issuance through government decree, regulation, or law.

1.1.26. **Funds** / **Assets** - means the Users current, total value of Cryptocurrency, Fiat currency and *(if possible)* the load volume of the Prepaid card represented within the (E-Wallet) Account.

1.1.27. **IBAN** - International Bank Account Number, enabling the clear identification of the Payee or Payer and automated Payment processing. It consists of a country code, control number, bank code (code of payment institution), prefix, and the User's account number.

1.1.28. **Immediately** – means no later than 5 (five) working days.

1.1.29. **KYC** / **KYB** - means "**Know Your Customer** / **Business**" and is a relevant part of verification process of Users (private and corporate customers).

1.1.30. Life check – means confirmation that the User is still alive.

1.1.31 Mountain Wolf ID – unique Mountain Wolf wallet 7-digit ID number

1.1.32. **Mountain Wolf Technology** - includes any software and programs that Mountain Wolf provides to its Users for the purpose of processing Services.

1.1.33. **Market price** – means a price from provider where the API is done.

1.1.34. **OTC** - means "Over-The-Counter" Trades and describe a Transaction without using the Exchange.

1.1.35. Order - means a User's instruction to buy or sell assets on certain conditions.

1.1.36. **Personal Data** - any information concerning an identified or identifiable person (data subject), in accordance with GDPR legislation.

1.1.37. **Politically Exposed Person** - a natural person in a prominent public function and its relatives meeting conditions stipulated by AML rules.

1.1.38. Price List – available on https://mountainwolf.com

1.1.39. Place of Services – registered address of the service provider.

1.1.40. **Registration form** - is the first step after downloading the web-based and/or mobile APP in order to open a new (E-Wallet) Account.

1.1.41. **Seller** - means the User who submits an Order to sell Cryptocurrencies through the Exchange.

1.1.42. Send-Wolf - Transaction in between Mountain Wolf Users.

1.1.43. **SEPA Transfer** - Single Euro Payments Area transfer. SEPA is a pan-European network that allows you to send and receive payments in euros ( $\mathfrak{C}$ ) between two cross-border bank accounts in the eurozone. Mountain Wolf currently operated only with SEPA transfers.

1.1.44. **Services** - means all products, services, content, features, technologies, or functions offered provided by Mountain Wolf.

1.1.45. **Site/Website** - means the Website https://mountainwolf.com through which, among other things, User can access his/her Account.

1.1.46. **Source of funds** – confirmation on the origin of the User's particular funds or assets which are the subject of the business relationship between Mountain Wolf and its User and the transactions the Mountain Wolf is required to undertake on the Users behalf (e.g., the amounts being invested, deposited, or remitted). The information obtained should be substantive, relevant and be able to establish the fund's origin and the method/circumstances under which the funds were acquired.

1.1.47. Storage - means a Service, which includes storing of

- a) balances (in Fiat currency and/or in Virtual assets) from the abandoned Accounts,
- b) and no longer supported Virtual assets.

1.1.48. **Spread** - means a fee which is payable to Mountain Wolf for each completed Transaction between Buyer and Seller.

1.1.49. **Total Price** - means the total price paid by the Buyer in respect to each Transaction performed via the Service.

#### 1.1.50. Transaction – means:

a) transfer of Virtual assets or Fiat currencies by the User to his/her Account ("**Deposit Transaction**"),

b) transfer of Virtual assets or Fiat currencies among the Users ("Trading Transaction"),

c) withdrawal of Virtual assets or Fiat currencies from User's Account ("**Withdrawal Transaction**").

1.1.51. **Transaction Fee** – means a fee charged by or on behalf of any third party (e.g., bank, non-bank financial institution, payment service provider, etc.) as well as fee for a manual allocation process charged in case the MW ID is not visible or transmitted.

1.1.52. **Trademarks** – trade names, service marks and logos of Mountain Wolf and others used on the Site.

1.1.53. **User/you** – means any natural and/or legal entity, who uses the Mountain Wolf Services, has a contractual relationship with Mountain Wolf and is a holder of (E-Wallet) Account.

1.1.54. **User's Representative** - an individual authorized to conclude, change and cancel acts with legal effect and associated with the provision of payment services (e.g. User's statutory body). The Representative has a right to terminate the Agreement or payment services related thereto.

1.1.55. **Ultimate Beneficial Owner** - a natural person who ultimately owns or controls the User and an individual for the benefit of whom a transaction is being carried out as stipulated in the AML rules.

1.1.56. **Unauthorized Payment / Transaction** - means a Payment Transaction made from the User's (E-Wallet) Account that was not authorized by the User.

1.1.57. **Unidentifiable Payment** - an incoming payment (Payment Transaction or Instant Bank Transfer) that is recorded by Mountain Wolf but cannot be credited to the (E-Wallet) Account of a particular User due to missing data. If the transaction is not identified within the prescribed time limit the payment is sent back to the Payer.

1.1.58. **Unusual Business Transaction** – transaction indicated by a legal act or other act that its execution may lead to money laundering or terrorism financing.

1.1.59. **Verification process** - is part of the User's KYC. Through the Verification process the User is clearly identified and has full access to all functions of the (E-Wallet) Account.

1.1.60. **Withdrawal** - means a Transaction involving a transfer of Funds (Fiat Currencies and/or Virtual assets) from the User's (E-Wallet) Account to his/her bank account, to another his/her bank account opened in any other financial institution, as well as to another (E-Wallet) Account.

1.2. Where the context so admits words denoting the singular shall include the plural and vice versa.

#### **SECTION B - GENERAL PROVISIONS**

#### **IMPORTANT INFORMATION – KEY RISKS**

This section of the GTS highlights certain risks associated with virtual currency transactions, payments services and other risks that Mountain Wolf Group would like you to consider before using our Services. By accepting this part of GTS, you confirm having understood and accepted entirely bear all of such risks. You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of Mountain Wolf Services, including but not limited to, those related to taxes or foreign currency transactions, as well as reporting and disclosure obligations.

#### Warning

The crypto asset market is volatile, and the value of crypto assets can therefore rapidly increase or drop. For this reason, investing in crypto assets is currently considered risky. In connection with the risky profile of crypto assets, it is recommended to invest only a part of the free funds that you have reserved for investment purposes and which you are willing to lose in the event of a decline. We do not recommend investing funds that are on loan or that could otherwise affect your life situation. Mountain Wolf, nor anyone in the crypto asset market can guarantee a certain return or reliably assume the direction of the crypto asset market.

Please note the following risks and requirements applicable to your use of Mountain Wolf Services:

#### **Risk of Fiat Funds Not Being Immediately Available**

We may close, suspend, or limit your access to your Account or our Services, and/or limit access to your funds to the extent and for so long as reasonably needed to protect against the risk of liability if you violate this GTS, damage the Mountain Wolf business or the reputation of the Mountain Wolf Group. For the avoidance of doubt, we may also suspend or terminate your account for any breach of GTS or current legislature.

#### **Payment Execution Risks**

Mountain Wolf will endeavor to execute a valid Payment Order made by you through your E-Wallet Account and credit the Payment Service Provider to your personal IBAN within the timeframes set out in this GTS (usually 48 hours). However, these timeframes may be exceeded in case of AML checks or Transaction Monitoring.

Please note that Mountain Wolf will endeavor execute a valid Payment Order made by you through your payment account and credit the payment to your personal IBAN as soon as the payment schemes and financial networks available to Mountain Wolf allow.

Third party FIAT transfers are prohibited.

#### Price Change Risk Associated with Using Virtual Currencies

Prices of virtual currencies fluctuate day by day. Your virtual currency trade or balance could surge or drop suddenly. Please note that there is a possibility that the price of a virtual currency could drop to zero. Prices of virtual currencies are prone to significant fluctuations, for example, due to announced proposed legislative acts, governmental restrictions, news related to cybercrimes or other factors, causing potentially excessive market enthusiasm or disproportionate loss in confidence. Prices of virtual currencies can be manipulated. Mountain Wolf shall bear no liability for any losses sustained as a result of value fluctuation of any of the virtual currencies listed on the Exchange.

# Liquidity Risk and the Nature of Virtual Currencies

Mountain Wolf is a virtual assets service provider so accounts and the value of crypto balances you have with Mountain Wolf are not protected by the deposit guarantee fund or the investor compensation system.

Virtual currency is not legal tender and is not backed by the government. Unlike FIAT currencies, which are regulated and backed by local governments and central banks, virtual currencies are based only on technology and user consensus. In cases of massive manipulations or market panic, central governments will not take any corrective actions to guarantee stability, maintain liquidity or protect the value of a virtual currency.

There is a possibility that certain trades cannot be settled or may be difficult to settle or can be traded only at significantly adverse prices depending on the market situation and/or market volume for certain virtual currencies. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received in connection with a completed transaction may differ from the quote first provided.

There is also no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future.

You acknowledge and understand these risks and assume them as your own by continuing to utilize the Mountain Wolf platform. Mountain Wolf shall bear no responsibility in the event of any losses suffered as a result of the volatility of the market.

## **Blockchain Network Risk**

Certain virtual currency transactions (transactions executed on the blockchain) can be deferred for a certain period of time until an adequate number of confirmations have been received. Transaction results will not be reflected to your Mountain Wolf account balance until an adequate number of confirmations have been received and confirmed by Mountain Wolf. There is a possibility that your transaction may be cancelled on the blockchain. Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time when you or another party initiated the transaction.

# Risk of Losing the Private Key or Password of the External Wallet Services

In case you use an external wallet, you may not be able to access your virtual currency if you lose your private key or password, with the result that your virtual currency is permanently lost for you. Mountain Wolf will not be able to help you in this case.

## **Force Majeure**

There is a risk that your transactions may be affected by system failures resulting from adverse events, natural disasters and other emergencies and unforeseen significant changes in the external environment. With regards to opportunity loss (e.g. you lost an opportunity to place the order, resulting in loss of profits which could have been obtained) due to things such as emergency situations and force majeure circumstances, we will not take corrective actions since we are not able to determine the details of the hypothetical order which would have not been completed.

# **Regulatory Uncertainty**

The regulatory framework in relation to transactions with virtual currencies is still emerging. It is possible that your transactions are or may be in the future subject to various reporting, tax or other liabilities and obligations. Legislative and regulatory changes or actions at the country, regional (for example, in the EU/EEA) or international level may adversely affect the use, transfer, exchange, and value of virtual currency.

It is your responsibility to ensure your compliance with your local regulatory framework.

## 1. Eligibility

1.1. To be eligible for Mountain Wolf Services, you must

a) be a resident in a location which does not appear on any international sanction list or list of prohibited jurisdictions;

b) have full legal capacity to enter into a contract; and

c) in the case of private entities be at least 18 years old

d) in case of entrepreneurs (legal entities and self-employed individuals) provide business and business practices that are not prohibited under the list of prohibited Industries/Activities

1.2. You further represent and warrant that you are not acting on behalf of or for the benefit of, anyone else, unless you are opening Corporate Account for and under the direction of the company that employs you or has duly authorized you as their legal representative to open an account with Mountain Wolf in their name and on their behalf.

1.3. We may restrict or prohibit use of all or a portion of the Services from certain countries, territories, or jurisdictions ("Prohibited jurisdiction(s)"). You represent and warrant that you are located in the territory or country which you asserted at the time of account registration and that you are not located in a Prohibited Jurisdiction.

1.4. If you are using the Services on behalf of a legal entity, (i) you represent and warrant that you are authorized to bind that entity to these GTS, (ii) all references to "you" will refer to you and that entity, and (iii) that entity agrees to be responsible for you and any other User that accesses the Services on its behalf, including for your and their compliance with these GTS. Mountain Wolf reserves the right to request proof of such authorization.

# 2. Account creation and verification (KYC/KYB)

2.1. You agree to provide accurate, current and complete information about your identity and location in connection with creating your Mountain Wolf account; keep your Mountain Wolf account information updated at all times; immediately notify us if you change your country of residency or if any other information previously provided to Mountain Wolf changes; not use a password for your Mountain Wolf account that you use for any other website or online service; protect the security of your Mountain Wolf account, including not sharing your Credentials with any third party; and immediately notify us if you discover or otherwise suspect any unauthorized access or use related to the Services or your Mountain Wolf account.

2.2. If you have applied for another Mountain Wolf account in the past with any of the same information, we reserve the right to not approve the new Mountain Wolf account and you may be required to access and use your previously approved Mountain Wolf account. If you were previously denied a Mountain Wolf account, or had a Mountain Wolf account terminated by us, you may not be able to reapply for a Mountain Wolf account.

2.3. We may require you to provide additional information to verify you or your business' identity as a condition of providing the Services to you, or before we permit you to make payments or receive or withdraw funds from your (E-Wallet) Account. We may make, directly or through a third party, any inquiries we consider necessary to validate information that you provide to us, including without limitation checking commercial databases, population registers, AML and PEP sanction lists or credit reports. You authorize us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your (E-Wallet) Account with us or in the event of a dispute relating to this GTS and activity under your (E-Wallet) Account. While we will take steps to verify the identity of our users, we cannot and do not guarantee any user identity. You are solely responsible for taking appropriate steps to verify the identity of other users of the Services with whom you transact.

# 3. Accessing and changing your account information and closing your (E-Wallet) Account

3.1. You can review the personal or business information you have provided us and make any desired changes to such information, or to the settings for your Mountain Wolf account at any time, by sending notification via Communication tool or an email to support@mountainwolf.com. You can also terminate your Account upon request. If you terminate your account, we will mark your Account in our database as "Suspended", but will keep your account information in our database, as required by applicable regulations. This is for instance necessary in order to deter fraud, by ensuring that persons who try to commit fraud will not be able to avoid detection simply by closing their account and opening a new one. However, if you terminate your Account, your personally identifiable information will not be used by us for any further purposes, nor sold or shared with third parties, except as necessary to prevent fraud and assist law enforcement authorities, or as required by law.

3.2. Unless your (E-Wallet) Account access is restricted (for example, due to suspected unauthorized access or a very prolonged inactivity), you may access your details of executed payment transactions and other information relating to your account transaction history and available Funds by logging into your (E-Wallet) Account. Key information relating to your transactions will be provided to you also via e-mail. You will also be able to access a downloadable report via your (E-Wallet) Account profile. Mountain Wolf reserves the right to charge a fee for providing you with additional information or for providing the transaction history and other information about fees in a different way (other than via standard reports). The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy. You hereby agree to receive your transactions information through your account transactional history instead of receiving periodic statements by mail.

# 4. Dormant accounts and unclaimed assets

4.1. In the event your account has remained inactive for a specified period, the Period of Dormancy, Mountain Wolf shall undertake measures for the appropriate verification and monitoring of inactivity of the account.

4.2. The Period of Dormancy shall be divided into two distinct time frames under which an investigation into the status of the account shall be instigated depending on the value of funds held in the account:

4.3. Inactivity Period: The threshold for the period of inactivity shall be 6 months since the date of the last login of the User onto their Mountain Wolf account. During the Inactivity Period, Mountain Wolf shall make no attempt to contact the customer.

4.4. Period of Expiry: The threshold for the Period of Expiry shall be 6 months from the completion of the Inactivity Period and shall be the duration of which Mountain Wolf shall attempt to re-establish contact with the User.

4.5. If at the end of the Period of Expiry no contact with User has been established, Mountain Wolf reserves the right to suspend User's account. Where Users Account holds Funds (virtual assets or FIAT funds), Mountain Wolf may undertake further measures to ascertain the proper allocation of the unclaimed assets in line with its regulatory obligations.

For this purpose, Mountain Wolf shall endeavor to contact the User either by email or by post to the authorized address, or both.

4.6. User is entitled to request his assets back from Mountain Wolf within the 5 (five) year's period from the date the Users account was blocked. To return assets the User has to provide Mountain Wolf with written instructions on where assets should be transferred to, including Users Mountain Wolf ID, number of the account for each applicable currency or virtual assets. Third party FIAT transfers are not permitted and will be rejected.

4.7. Mountain Wolf is obliged to return User's assets within 30 days from the date when the complete and correct instructions were provided. Only the information received from the User via Communication Tool or via the officially registered Users e-mail to the one of the following e-mails: compliance@mountainwolf.com or support@mountainwolf.com will be considered as a propriate one.

7.1. If the User or his descendants failed to provide the information where the funds should be transferred to within the 5 (five) year's period from the date of sending the notification, all the funds on the Users account will be transferred to relevant authorities, such as notary custodial.

4.8. All costs borne by Mountain Wolf for the purposes of re-establishing contact with the User, shall be solely borne by the User. The costs shall be deducted from the Users account and invoiced accordingly with all evidence of costs borne attached.

4.9. During the investigation phase, if it has been discovered that you have passed away, Mountain Wolf will take the necessary measures to move your Account into Succession in line with our regulatory requirements.

4.10. In the event your Account has been re-activated outside of the Period of Expiry, Mountain Wolf reserves the right to request the re-verification of your identity for the purpose of preventing fraud in line with our internal policies.

# 5. Inheritance claims

5.1. In the event of a User's death, Mountain Wolf shall require proof that the heir/beneficiary is entitled to the ownership of the deceased's assets in Mountain Wolf's possession as well as a certified copy of the death certificate in order to access the accounts of deceased.

5.2. The executor of the will and the administrator of the estate will need to prove their status to exercise their rights to obtain the User's assets from Mountain Wolf. Mountain Wolf reserves the right to perform necessary due diligence in cases of cross-border succession for the prevention of fraud.

5.3. The authority of the EU Member State overseeing the inheritance or succession process can provide the requesting heir or the executor with an official national document certifying their status as an heir, executor of the will or administrator of the estate. Alternatively, they can ask that authority to provide them with a European Certificate of Succession. The European Certificate of Succession is the same throughout the EU and applies with no special procedures regardless of the country in which it was issued. A national document on the other hand, will have different effects depending on the EU country in which it is issued and therefore for procedural purposes it is necessary for Mountain Wolf to ask for this certificate. Otherwise, the requester may need to have their national document recognized in Slovakia/Kazakhstan/UAE which may delay Mountain Wolf's ability to reallocate the asset's.

# 6. Information security

6.1. Mountain Wolf is committed to handling our customer information with high standards of information security.

6.2. We draw your attention to the importance to take all necessary measures and precautions to preserve security. All personalized security features elements shall not be transmitted and shall be strictly personal. Your email address, a password that you select and certain additional authentication methods will be used to access our services and to initiate communications with us. You also may be prompted to answer several security questions or use security access keys or credentials to access the Services and authorize

## 8. Credentials.

8.1. Your password and access keys are your "Credentials". You are responsible for maintaining the secrecy and security of your Credentials and undertake to maintain secrecy and security thereof. You should not disclose your Credentials to any third party (other than individuals duly authorized by you to use your Account, for example, your legal representatives). Mountain Wolf representatives will never ask you for your password, so any email, phone call or other communication requesting your password should be treated as unauthorized and suspicious and forwarded to us for further investigation. In this regard, you also undertake:

a) not to write down your Credentials anywhere, even in a coded form;

b) to always use your Credentials away from prying eyes and ears of others;

c) to never let yourself be distracted during a transaction, including by persons offering their help, and to ensure that you do not enter your personalized security features in front of them;

d) to regularly consult your Account to assess them for any suspicious transaction.

8.2. For security reasons, it is highly recommended that you periodically change your passwords. When you change your password, you shall ensure that your password does not consist of easily identifiable combinations (such as your name or first name or date of birth or those of someone close (spouse, child, etc.) and more generally a word or combination of words, a word spelled backwards, a word followed by a digit or a year, a password used for other purposes (including for personal e-mail, etc.). You shall in particular choose to use a password of sufficient length and composed, whenever possible, of a combination of letters, numbers and punctuation marks or special characters, as well as using uppercase and lowercase characters. Mountain Wolf may, at its discretion, impose an expiry date for passwords beyond which you will not be able to access the Services via the Internet without a prior modification of your password.

8.3. The Internet is an international network of telecommunications to which you may have access through any suitable equipment, such as for example a desktop or mobile computer, a tablet, phone or other similar device. To access the Services of Mountain Wolf via the Internet, you must comply with the technical requirements (regarding hardware and software) as may be described by Mountain Wolf on its website. You shall take all necessary measures to ensure that the technical characteristics of your IT equipment, software and Internet connection allow you to access the Internet website of Mountain Wolf in a secure manner.

8.4. You are fully liable for the proper functioning of your own IT devices and Internet access. You shall ensure that such devices do not have any apparent problems or viruses and provide sufficient security to prevent the risk of any third-party gaining access to data pertaining to the provided Services. You will use your best endeavors to maintain such security. You shall further ensure that there is no risk of any hostile programs or viruses invading and disrupting the devices which are used to access the Services. In particular you will ensure that the security of your devices is sufficient and will regularly update the antivirus and antispyware software as well as your personal firewall.

8.5. You shall bear all technical risks such as the disruption of electric power transmission, non-availability of communication lines, improper functioning or overloading of the systems or networks. Furthermore, you confirm that you are familiar with the Internet and that you are aware of the technical characteristics thereof, including the related technical performances and response time for downloading or transferring information on the Internet.

8.6. You are aware that you will be required to subscribe to an Internet Service Provider ("ISP") of your choice in order to gain access to the Services provided by Mountain Wolf via the Internet. In this context, you hereby agree and understand that you are liable for the selection of your ISP and for the setting up of the terms and conditions of your relationship. Mountain Wolf will not be held liable for the risks created by the access to the Internet and by the transmission of data from or to you, in particular in case of conflict between you and your ISP in relation to the personal and/or confidential nature of your data, the cost of the transmission, the maintenance of the telephone lines and of the internet structures or the interruption of services.

8.7. You shall be liable for the proper use of the Services via the Internet in accordance with the technical requirements, security instructions and any other instructions provided by Mountain Wolf from time to time. You undertake to comply with all security instructions provided by Mountain Wolf.

8.8. You shall be responsible for any damages that you may suffer due to your failure to comply with your undertakings set out herein and, in particular the disclosure of your Credentials because of you failing to comply with your obligations. If an issue relating to your Credentials occurs, you shall bear any costs for replacement thereof.

8.9. If you do share your Mountain Wolf Credentials with a third party for any reason, including because the third party has promised to provide you additional services such as account aggregation or information services, the third party will have access to your Account and your personal information, and you may be responsible for actions taken using your Credentials. Granting permission to any third party in any way does not relieve you of any of your responsibilities under this Agreement. You acknowledge and agree that you will not hold Mountain Wolf responsible for, and will indemnify Mountain Wolf from, any liability arising from the actions or inactions of this third party in connection with the permissions you granted. In case of loss or theft or the disclosure of any of your Credentials to a third party (even if involuntary or merely suspected), misappropriation or any other unauthorized use of the Services, or if your

Credentials are otherwise compromised (an "Incident") you must notify us immediately by Communication tool or e-mail support@mountainwolf.com so that we can suspend use of your Account with our Service or help you to reset your password in order to avoid unauthorized transactions.

# 9. Transactions authorization.

9.1. All the transactions at Mountain Wolf platform are authorized via two-factor authentication (2FA) which is an extra layer of security for your (E-Wallet) account. While using sign-in 2FA, gaining access to your account will require your username, password and an additional passcode that can only be created from a physical device that you own.

9.2. When authorizing a payment in this manner you instruct Mountain Wolf to execute the transaction immediately (unless otherwise stated) in accordance with your instructions and charge you any applicable Fees.

9.3. The validation of a payment order through the use of 2FA authentication shall have the same value as your original signature and shall have the same value in evidence as an original written document.

9.4. You expressly agree that Mountain Wolf is, whenever useful or necessary, entitled to prove its allegations by any means legally admissible in commercial matters. Computerized records or other records effected by Mountain Wolf constitute prima facie evidence of the communications between Mountain Wolf and you and shall have the same value in evidence as an original written document.

9.5. You represent and warrant that any information you provide through the Website, in connection with a transaction or otherwise, is accurate and complete.

# 10. Providing of the Transaction

10.1. An Order shall be deemed to have been received by Mountain Wolf at the time of 2FA validation by you of the Order, it being understood that, depending on the payments instrument used, certain Orders thereof received by Mountain Wolf after the cut-off times imposed by our banking or payments partners, or at any time during a non-Business Day, will be deemed to have been received on the next Business Day.

10.2. For all other Transactions effected within the EEA other than the Transaction described in the preceding paragraph, Mountain Wolf will ensure that the amount of the Transaction is credited to the account of the Payment Service Provider of the Payee by no later than the tenth Business Day following the moment of receipt of the Payment Order in accordance with this GTS.

10.3. For all other Transactions not covered in the preceding paragraphs, you acknowledge that the execution time for the Transaction will be subject to the operating rules of payment systems and that in this case, we will not be bound by the deadlines set out above.

10.4. In the event that we do not detect a fraudulent use or misuse of your Credentials (including strong authentication, as applicable) and execute a Transaction initiated through such Credentials, we shall, except in the case of gross negligence or willful misconduct, be deemed to have validly executed the Transaction, as if the Transaction had been initiated by you.

10.5. **Restrictions.** We may, at any time, refuse an order submitted via the Services, or impose any other conditions or restrictions upon your use of the Services. The reasons for the refusal and the procedure for correcting any factual mistakes that led to the refusal will be notified to you at the latest by the end of the Business Day following the refusal. Mountain Wolf will be deemed to have satisfied this obligation if it has sent the notification of refusal within the period of execution time regardless of the date of actual receipt by you of such notification. Any notification by Mountain Wolf of a justified refusal of an Order may result in you being charged a fee.

Mountain Wolf may, without being obliged to do so, refuse to execute an Order:

a) if the Payment contains any factual error, in particular, incomplete or imprecise transactional details;

b) if you have breached any of your obligations towards Mountain Wolf under these GTS or any other agreement entered into between you and Mountain Wolf;

c) if the Order does not meet the agreed form as set out in these GTS;

d) if your Funds are insufficient to execute an Order in full;

e) if the spending limits as may have been agreed upon between you and Mountain Wolf have been reached;

f) if the Order cannot be executed in full;

g) if the Order has been made by a person who has no power to operate the Account;

h) if Mountain Wolf is legally or contractually obliged to freeze your (E-Wallet) Account or block transactions;

i) if Mountain Wolf suspects that the security of Service is compromised, e.g. because of a problem or technical failure or because of hacking attacks;

j) if Mountain Wolf suspects fraud (for example where it has identified suspicious transaction(s)) or has received notification that an incident has occurred);

k) if Mountain Wolf believes that the execution of the Transaction would be contrary to any national or foreign laws, regulations or decisions of authorities or would expose Mountain Wolf to liability risks.

Third party Fiat transfers are not permitted and will be rejected.

10.6. Should you elect to proceed with the execution of the Order notwithstanding refusal thereof by Mountain Wolf, you shall provide Mountain Wolf with a new Order containing all the required elements and confirm it with 2FA. It will not be possible to correct the initial Order.

10.7. Mountain Wolf will inform you that access to the Account is denied and the reasons, therefore. That information shall, where possible, be given to you before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant Union or national law.

10.8. In the event of the Order which is beyond your Account's permissible use or applicable limits, Mountain Wolf may request additional identifying information from you and must receive such information before processing the Order. If you fail to provide this additional required information or documentation, the attempted transaction may be refused or suspended by Mountain Wolf, without being obliged to do so.

# 11. Insufficient Customer Balance.

If you have insufficient Funds on your Account to complete an Order (this also includes instances of insufficient balance with respect to the asset category specified in your Order), we may cancel the entire Order, less any fees.

## 12. Cancellations.

12.1. You may not revoke an Order once it has been received by Mountain Wolf. Such Order will be executed by Mountain Wolf notwithstanding any subsequent revocation order by you.

12.2. Mountain Wolf may not be held liable for returning or refusing payment by the payment provider or bank. Should Mountain Wolf accept a returned the Payment Order, it is entitled to charge you a fee.

## 13. No Returns or Refunds for Blockchain-based transactions.

All blockchain-based transactions are final and non-reversible. We do not accept any returns or provide refunds in connection with any such transactions.

# 14. Virtual Currency Transactions.

While a virtual currency transaction is pending confirmation by the applicable network, the virtual currency subject to such confirmation will be unavailable for use in connection with any other Services transaction.

## 15. Cancellation of Transaction.

If it can reasonably be assumed that there is an error in the asking price, such as a major discrepancy with market rates, the asking price may be invalidated and the transactions based on that asking price may be canceled by Mountain Wolf, without obligation for Mountain Wolf to do so. Mountain Wolf also reserves the right to halt trading, without being obliged to do so. Mountain Wolf may not be held liable for not having exercised such a right.

## 16. Supported Tokens, Coins and Digital Assets.

It is the User sole responsibility to verify the types of digital assets Mountain Wolf will accept ("Supported Virtual Assets"). Any other ("Unsupported") tokens, coins, or digital assets sent to Mountain Wolf may be lost, destroyed or not returned to you. Additionally, there may be fees charged if Mountain Wolf attempts to retrieve the Unsupported tokens, coins, or digital assets to return them to you. Mountain Wolf shall, however, have no obligation to make such attempts. The sending, depositing, and returning of Unsupported Currency puts you at risk of loss of assets. Mountain Wolf accepts no liability for unsupported tokens, coins, or digital assets sent to Mountain Wolf.

## 17. Blockchain Modification, Disruption or Hard Fork.

In the event of a change in the structure of a blockchain such as a hard fork or chain split, or in the event of an occurrence such as an airdrop, whether or not to take response measures and what measures to take will be at the discretion of Mountain Wolf. Mountain Wolf does not bear any liability in the event that User or a third party incur losses or damages as a result of the defects, alteration, or lack of measures taken by Mountain Wolf or if Mountain Wolf decides to cease handling of a virtual currency in whole or in part.

# 18. Lack of Identifying Account Information.

In the event of an order which is beyond your account's permissible use or applicable limits, Mountain Wolf may request additional identifying information from User and must receive such information before processing the order. If the User fails to provide this additional required documentation, the attempted transaction may be suspended.

## 19. Unclaimed Assets.

19.1. If Mountain Wolf is holding Funds in your Account, and we are unable to contact you and have no records of your use of the Services for a prolonged time, Mountain Wolf will try to locate you at the address shown in our records or otherwise. If Mountain Wolf is unable to locate you, you agree that Mountain Wolf may report these Funds to authorities and deliver any such Funds to relevant authorities, such as notary custodial.

19.2. Any claim with respect to the unauthorized or defective execution of a Transaction referred to in your transaction history or other reports or the non-execution of a Transaction must be submitted by you to Mountain Wolf in writing within 30 days of the execution or non-execution of the Transaction. In the absence of any claim lodged before the expiration of the aforementioned period, you will be deemed to have authorized such Transactions, which shall be considered as definitively accepted by you.

19.3. If a Payment Transaction cannot be considered by Mountain Wolf as authorized by you, Mountain Wolf shall refund you with the amount of the relevant Transaction no later than by the end of the following Business Day after noting or being notified of the transaction and, where applicable, restore the debited Account to the state in which it would have been, had the unauthorized Transaction not occurred. However, this obligation shall not apply where Mountain Wolf has reasonable grounds for suspecting fraud (e.g., confirming the transaction with 2FA).

19.4. You shall, however, remain liable for any loss resulting from an unauthorized Transaction under the following circumstances and subject to the following conditions:

a) until notification to Mountain Wolf pursuant to the rules on notification of an incident, of the loss or theft, or misuse of the Credentials which was made possible because you were unable to preserve the security of your Credentials:

b) you remain liable up to an amount of EUR 50, unless the loss, theft or misappropriation was not detectable to you prior to a payment, except you have acted fraudulently;

c) the loss was caused by acts or lack of action of an employee, agent or branch of Mountain Wolf or of an entity to which its activities were outsourced.

19.5. You will bear all of the losses relating to any unauthorized Transactions if they were incurred by you acting fraudulently or failing to fulfil one or more of the obligations relating to your Credentials with intent or gross negligence. In that case, the maximum amount referred to above will not apply.

19.6. Where Mountain Wolf does not require strong User authentication, you will not bear any financial losses unless you acted fraudulently.

19.7. You shall not bear any financial consequences resulting from fraudulent or unauthorized use of the lost, stolen, or misappropriated Credentials after you have duly notified Mountain Wolf except where you have acted fraudulently.

19.8. In any case, the User shall bear the entirety of the losses resulting from an unauthorized Transaction in the event that you have acted fraudulently, irrespective of the notification of an Incident sent to Mountain Wolf.

19.9. As required by applicable regulations, Mountain Wolf will notify User in the event of suspected or actual fraud or security threats via your Authorized e-mail.

#### 20. (API) External Accounts

20.1. The user is solely responsible for use of any API (External) Account and agrees to comply with all terms and conditions applicable to any API (External) Account. Mountain Wolf is not responsible for any API (External) Account, for any fees charged in connection with any transaction or for the management and security of any API (External) Account. If Users API (External) Account is subject to a breach, User understands this is outside of Mountain Wolf's control and responsibility and you may only seek damages from the API (External) Account provider based on your agreement with the External Account provider.

20.2. Users may send Virtual assets from Mountain Wolf Account to an External Account. The amount of Virtual assets User may send is limited to the total amount of Virtual assets that are not in Reserve and in excess of any minimum balance requirements (including as necessary to satisfy open orders User have created), less any Fees.

20.3. The time needed to complete an API (External) Account transaction will depend in part upon the performance of third parties (including the party responsible for maintaining the applicable API (External) Account), and Mountain Wolf makes no guarantee regarding the amount of time it may take to complete such transactions.

20.4. In some cases, the API (External) Account may reject a transaction or may otherwise be unavailable. The user agrees that Mountain Wolf will not be responsible for such rejected transactions or unavailability.

20.5. Third party Fiat transfers are not permitted and will be rejected.

#### 21. Payments for goods and services

21.1. If User use Mountain Wolf Services in connection with the purchase or sale of goods or services, User acknowledges and agrees that Mountain Wolf have no control over, or liability for, those transactions, including for the quality or legality of such goods or services. User must ensure that any information he/she transmit to third parties (including other users of Mountain Wolf Services) in connection with any payment User makes or receives via our website is accurate and not misleading.

#### **22. Fees**

22.1. The user agrees to pay the applicable fees listed on Mountain Wolf Price List ("Fees") to us, whenever User uses our Service. Mountain Wolf will notably disclose to User the charges connected to the manner in and frequency with which information is provided or made available. Subject to the terms of this GTS, Mountain Wolf reserves the right to change Fees at any time. Fees are assessed against the amount of the transactions, including all applicable charges.

22.2. User authorizes Mountain Wolf to charge or deduct any applicable Fees owed in connection with orders you complete via the Website from the Funds held in (E-Wallet) Account. User agrees that Mountain Wolf may set off against Users Account balance or debit your bank account or other payment instrument connected to your Mountain Wolf account, as the case may be, any amounts you owe us under this GTS, including without limitation any Chargebacks, or any other Fees ("Deductions"). All Deductions are charged at the time we process a transaction and are deducted first from the collected funds and thereafter from your balance. If you owe us an amount that exceeds your balance, we may charge or debit a payment instrument registered in your account or you will pay us the full amount of the outstanding Deductions upon receipt of our invoice. You will be liable for and pay us upon invoice all costs associated with collection in addition to the amount collected, including without limitation attorneys' fees, court costs,

collection agency fees, and any applicable interest. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this section from an account balance held or controlled by you. Where the aggregate amount you owe us exceeds the amount held in your Account we may show your account balance in negative figures as a reflection of the net amount you owe to us.

22.3. In the event there is an error in the processing of any Transaction, you authorize us to initiate debit or credit entries to your Account or your bank account or another payment instrument, as applicable, to correct such error. If we are unable to debit the bank account or another payment instrument connected to your Mountain Wolf account, for any reason, you authorize Mountain Wolf to resubmit the debit, plus any applicable fees, to any other bank account or payment instrument that you have on file with us (or, in the case of any fees that are owed under this Agreement, to deduct such amounts from your balance).

22.4. Where a currency conversion is offered by Mountain Wolf to you when you make your transaction, you will be shown the exchange rate (which may include the currency conversion fee) that will be applied to the transaction before you proceed with authorizing the payment transaction. By proceeding with your authorization of the payment transaction you are agreeing to the currency conversion on the basis of the exchange rate shown to you, including applicable fees. In certain cases, you will be required to elect the currency conversion service offered by Mountain Wolf or by another Payment Service Provider (for example, your bank) before you complete your payment by selecting one of the available conversion options. Where a currency conversion is offered by external Payment Service Provider (for example, your bank) and not by Mountain Wolf, and you choose to authorize the payment transaction on the basis of the exchange rate and charges offered to you by another service provider, Mountain Wolf has no liability to you for that currency conversion. Where your payment account is funded by a payment instrument in a different currency and therefore involves a currency conversion by Mountain Wolf or if you receive a payment in a currency other than the primary currency of your account from anyone, the amount received by you will be converted into the primary currency of your account at the time the payment is received, and by entering into this Agreement you consent to and authorize us to do the conversion for these cases.

22.5. User is responsible for determining and paying any and all taxes and duties, including without limitation, sales, use, transfer, value added, withholding, and other taxes and/or duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any request for or performance or use of the Service, your use of the website, the sale or purchase of any products or services, or otherwise in connection with any action, inaction, or omission by you or any affiliate of yours, or any of your or their respective employees, agents, contractors, or representatives. You also are responsible for collecting, withholding, reporting, and remitting correct taxes and duties to the appropriate authority. While we may provide you a means for you to determine and apply taxes to your transactions (including certain automated reporting tools), we are not obliged to determine whether taxes or duties apply and are not responsible for calculating, collecting, reporting, or remitting any taxes or duties to any authority arising from any transaction.

## 23. Account suspension and termination

23.1. If we determine that you are incurring an excessive number of chargebacks, disputes, complaints or other irregularities, we may establish controls or conditions governing your Account, including without limitation, by:

a) establishing new processing fees;

b) creating a Reserve in an amount reasonably determined by us to cover anticipated reversals, losses and related fees;

c) limiting sending privileges; or

d) terminating or suspending the Service.

Without limiting the foregoing, we may suspend the Service and block access to your Account (including without limitation the Funds in your Account) if:

a) you have violated the terms of this Agreement,

b) we determine that you pose an unacceptable credit or fraud risk or other liability risk to us,

c) you provide or have provided false, incomplete, inaccurate, or misleading information (including without limitation any registration information) or otherwise engage in fraudulent or illegal conduct,

d) we have security concerns regarding your Account, including your Credentials, or

e) we suspect unauthorized or fraudulent use of your Account or any payment information in your Account.

In such cases we will inform you of the suspension of your Account and the reasons for it, where possible, before the suspension and at the latest immediately thereafter, unless we determine giving such information would compromise security concerns or is prohibited by applicable law. We will reactivate your Account or Credentials, or replace it or them, as applicable, once we have resolved the reasons for suspension. You must notify us through support@moutainwolf.com if you wish to request us to reactivate your Account.

## 24. Feedback and Notifications

24.1. You may submit questions, comments, suggestions, ideas, original or creative materials or other information about Mountain Wolf or the Services to us (collectively, "Feedback").

24.2. Feedback is non-confidential and will become the sole property of Mountain Wolf. Mountain Wolf will own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

24.3. We will communicate with you mainly in English. You agree that Mountain Wolf may provide notice or other information to you by posting it on our website(s) (including the posting of information which is only accessed by you by logging into your account), emailing it to the email address listed in your account, mailing it to the registered address listed in your account profile. You must have internet access and an e-mail account to receive communications and information relating to the Services. We reserve the right to close your account if you withdraw your consent to receive electronic communications from us.

While you may close your account at any time and without charge, please note that you may still be liable to us after you terminate this Agreement for any liabilities you may have incurred and are responsible for prior to terminating this Agreement.

## 25. Terminating (E-Wallet) Account

25.1. This Agreement starts when you successfully register for a Mountain Wolf Account and ends when your Account is terminated for whatever reason, except that this GTS survives termination

to the extent and for so long as we require to deal with the closure of your Account and to comply with applicable laws and regulations. Outstanding Payment Transactions shall not be affected by the termination of this GTS. This GTS and the list of fees of Mountain Wolf remain applicable until such time as each outstanding Payment Transaction has been effected.

25.2. User represents and warrants Mountain Wolf that: (a) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform this Agreement and grant the rights, licenses and authorizations you grant under this Agreement; (b) the name identified by you when you registered is your name (c) you and all transactions initiated by you will comply with all laws, rules, and regulations applicable to your country of residence and/or your business, including any applicable tax laws and regulations; (d) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services; (e) you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its member states, or other governmental authority; and (f) you will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, the European Union, or any other governmental authority.

## 26. Dispute Resolution

Disputes with legal entities arising from the GTS or in connection with the Mountain Wolf s.r.o. or TOO Mountain Wolf will be resolved in the General Arbitration Court of SR (Všeobecný Rozhodcovský súd SR), ul. Dunajská 8, 811 08 Bratislava, Slovak Republic, ID No.: 37814681, in Slovak language with the final decision of one arbitrator appointed by the Arbitration Court according to the internal rules of the Court with the right of the court in accordance with the provisions of Art. 22a para. 1 of Act No. 244/2002 Coll., to which the parties expressly agree and under the Slovak law.

Disputes with legal entities arising in connection with the Mountain Wolf UAE will be resolved under the Rules of Arbitration of the International Chamber of Commerce at the International court of Arbitration under Slovak law by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The chosen language of communication is English.

The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed 500 000, - EUR (five hundred thousand euros) at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules.

#### List of the Prohibited Industries/Activities

The following categories of business and business practices are prohibited from using the Mountain Wolf Company account services:

- 1. Non-registered businesses
- 2. Businesses registered in Prohibited countries (see List of Prohibited Jurisdictions)
- 3. Companies whose nature, structure or relationship make it difficult to identify the ultimate beneficial owner(s) or provide proper Source of Funds (i.e., associations, foundation)
- 4. Sanctioned individuals or entities
- 5. Activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes.
- 6. Trade of guns, weapons/explosives, mediation in the trade of weapons/explosives and/or production of guns, weapons/explosives.
- 7. Security and riot control equipment, or any device that could lead to the abuse of human rights or be utilized for torture.
- 8. Sexually oriented/pornographic services: (i.e., prostitution, tantric massage, brothel, companion or escort services, adult telephone conversations, entertainment, adult bookstores, adult dating services, online adult membership or matchmaker services).
- 9. Trading of animal fur, bones, and ivory or other items related to the protected spices.
- 10. Reselling event tickets (when the seller is an individual person).
- 11. Any businesses or activities that are illegal under local and/or international laws, conducted in absence of required licenses or permissions, or present an excessive reputational risk, including, but not limited to: shell banks, anonymity services, child labor.

# List of Prohibited Jurisdictions

Users cannot operate in, be owned by entities or persons in, or send receive money to/from these jurisdictions:

Afghanistan	Libya
Albania	Mali
American Samoa	Mauritius (only with express permission)
Barbados	Myanmar
Belarus	Mongolia
Botswana	Nicaragua
Burundi	Pakistan
Cambodia	Palau
Canada (only with express permission)	Panama
Central African Republic	Russian Federation
Chad	Sudan
Cuba	Syria
Democratic Republic of the Congo	Samoa
Equatorial Guinea	Samoa, Western
Eritrea	Sierra Leone
Ghana	Somalia
Guinea Bissau	South Sudan
Haiti	Trinidad & Tobago
Iran	Ukraine: Regions of Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia
Iraq	USA (only with express permission)
Jamaica	Vanuatu
Korea, North	Venezuela
Lao People's Democratic Republic	Uganda
Lebanon	Zimbabwe
Liberia	Yemen