

## **B2BWALLET USER AGREEMENT (TERMS OF USE)**

### **Preamble**

This User Agreement (hereinafter referred to as the "Agreement") is a legally binding agreement between the Administration of the B2BWALLET service (hereinafter referred to as the "Administration", "we", "us", "our") and an individual or legal entity (hereinafter referred to as the "User", "You", "Your") that regulates the procedure for: and the terms of use of the B2BWALLET Service.

Using the Service in any form means that the User fully and unconditionally accepts the terms of this Agreement, the Privacy Policy and all applicable rules posted on the Administration's Website. In case of disagreement with any of the provisions of this Agreement, the User must immediately stop using the Service.

### **1. Terms and definitions**

1.1. The following terms and definitions are used in this Agreement and the legal relations resulting from it:

**A) Platform** — a software and hardware complex integrated with the Administration's Website and ensuring the technical functioning of the Service.

**B) User** — a legally capable individual who has reached the age of 18 (eighteen) years, who has joined this Agreement in his own interest, or is authorized to represent a legal entity and acts on its behalf and in its interests.

**C) Administration website (Site)** — an Internet resource hosted in the domain <https://b2bwallet.io> and its subdomains, as well as the Service's mobile apps.

**D) Service** — custodial multi-currency cryptoprocessing and cryptoequiring, which provides Users with the ability to accept, process and make cryptocurrency payments, as well as manage multi-currency wallets. The Administration ensures the storage and security of Users ' crypto assets on its servers (hot wallet storage), including the generation and management of private keys.

**E) Agreement** — this User Agreement with all appendices, additions and amendments thereto.

**F) Privacy Policy (Policy)** — a document defining the procedure for collecting, processing, storing and protecting Users ' personal data, which is an integral part of this Agreement.

**G) Cryptocurrency** — a digital currency that operates on the basis of distributed ledger technology (blockchain), uses cryptographic methods to ensure the security of transactions and does not have a single central administrator.

**H) The essence of a cryptocurrency** is a digital value that represents the number of units of account recorded in a distributed ledger (blockchain). Cryptocurrency is not a

tangible object, but a record in the blockchain that confirms the right to dispose of a certain number of digital units.

**I) Crypto wallet** — a software interface provided by the Service for managing the User's cryptocurrency assets. The Administration provides storage of private keys and performs operations with assets according to the User's instructions. A crypto wallet is created automatically when an Account is registered and managed by the Service in accordance with the custodial storage model.

**J) Transaction** — the operation of moving cryptocurrency assets or other information in the blockchain between crypto wallets. The Transaction is initiated by the User through the Service interface, signed using a private key stored by the Administration, and recorded in the corresponding blockchain.

**K) IP address** — a unique network identifier of a device on the Internet or local network, determined in accordance with the Internet Protocol (IP) protocol.

**M) Tariffs** — up-to-date information posted on the Site about the amount of commissions, fees and other charges charged by the Administration for the provision of services of the Service.

**H) Additional services of the Site** — services provided by the Administration in addition to the main functionality of the Service and paid in accordance with the current Tariffs.

**O) Account** — a personalized User profile in the Service created during registration and containing the credentials (login, password) required for authorization and access to the Service's functionality. An account is an integral part of using the Service.

**P) Hot Wallet** — a wallet permanently connected to the Internet, used by the Administration to quickly conduct transactions and provide quick access to Users' funds.

**P) Custodial storage** — a model for storing crypto assets, in which the Administration generates, encrypts, stores and manages private keys from Users' crypto wallets, ensuring the security and availability of funds through the Service interface.

**C) Supported Assets** — digital assets (cryptocurrencies) in multi-chain networks, including, but not limited to: Bitcoin (BTC), Ethereum (ETH), Tron (TRX), BNB Chain (BNB), Litecoin (LTC), Monero (XMR), Bitcoin Cash (BCH), and USDT stablecoins (TRC20/ERC20/BEP20) and other cryptocurrencies, the list of which is posted on the Administration's Website and can be changed by the Administration unilaterally.

**T) AML / KYC** — procedures for countering the legalization (laundering) of proceeds from crime and the financing of terrorism (Anti-Money Laundering / Know Your Customer), applied by the Service in accordance with FATF recommendations and applicable legislation.

**Y) Two-factor authentication (2FA)** — an additional level of security when logging in to an Account that requires confirmation of the User's identity using a second independent

factor (code from the authenticator application, SMS code, or other method determined by the Administration).

## **2. Acceptance of the Agreement**

2.1. Use of the Service in any way and in any form within the limits of its declared functionality, including:

- view the materials posted on the Site.
- registration and / or authorization on the Site;
- making transactions through the Service interface.
- placement or display of any materials on the Site,

creates a legally binding contract under the terms of this Agreement.

2.2. Using any of the features specified in clause 2.1, the User confirms that:

a) read the terms of this Agreement and the Privacy Policy in full before using the Service;

b) accepts all the terms of this Agreement in full without any exceptions or restrictions and undertakes to comply with them. In case of disagreement with the terms of the Agreement, the User must immediately stop using the Service.

c) is a legally capable individual who has reached the age of 18, or an authorized representative of a legal entity;

d) their use of the Service does not violate the applicable laws of the jurisdiction in which they are located.

2.3. The procedure for accepting this Agreement:

2.3.1. Familiarization with the text of the Agreement, including all appendices, in full.

2.3.2. Filling out the registration form with reliable and up-to-date data.

2.3.3. Clicking the "Register" button and receiving confirmation of successful registration.

2.4. From the moment of successful completion of registration, the User is considered to have accepted the terms of this Agreement in full and recognizes them as binding for themselves.

2.5. The Agreement (including any of its parts) may be changed by the Administration unilaterally. The new version of the Agreement comes into force from the moment it is posted on the Site, unless otherwise specified in the new version. The Administration makes reasonable efforts to notify Users of significant changes, but the User must independently monitor the current version of the Agreement. Continuing to use the Service after the new version is posted means that you agree to the changed terms and conditions.

## **3. Service Functionality**

3.1. The service provides custodial cryptoprocessing and a multi-currency wallet with support for multi-chain assets, providing the following functionality:

(a) automatic generation of cryptographic wallet addresses and management of private keys on behalf of the User in supported blockchain networks;

(b) processing User instructions for transferring cryptocurrencies using private keys stored by the Administration;

(c) providing information about balances, transaction history, and transaction status through the interface of your merchant profile;

(d) integration with external services for cryptocurrency exchange (SWAP), AML verification of transactions and other additional services determined by the Administration.

3.2. Custodial storage model. The service uses a custodial model for storing crypto assets. The administration provides generation, encryption, and secure storage of private keys on its servers. The user gets access to their funds through their personal account using credentials (login and password) and two-factor authentication (2FA) tools. The user does not have direct access to private keys. The Administration is responsible for their safety within the limits established by this Agreement.

3.3. Execution of transactions. The Administration does not guarantee that the User's transactions will be completed by blockchain networks, since the execution, confirmation and recording of transactions in the blockchain are carried out by decentralized networks that are beyond the control of the Administration. The administration is not responsible for delays, rejections or other problems with the execution of transactions related to the specifics of the operation of blockchain networks.

3.4. Data usage. All information provided by the User may be used by the Service in accordance with the Privacy Policy and applicable law.

3.5. Supported assets. The administration independently determines the list of Supported Assets and has the right to unilaterally add new ones or stop supporting existing cryptocurrencies. In case of termination of support for a particular asset, the Administration makes reasonable efforts to notify Users and provide a reasonable time for withdrawing the corresponding funds. Under no circumstances should the User attempt to use the Crypto Wallet to store, send, or receive assets that are not included in the list of Supported Assets. The Administration is not responsible for the loss of unsupported assets sent to addresses associated with the User's Account.

3.6. Unclaimed assets for suspended AML transactions

3.6.1. If the User's transaction has been suspended by the Service for conducting checks in accordance with the procedures for countering money laundering, terrorist financing and other applicable compliance procedures (hereinafter referred to as "AML verification"), the relevant digital assets are considered temporarily blocked until such verification is completed.

3.6.2. The User may at any time from the date of suspension of the transaction until the expiration of one hundred calendar days:

(a) initiate the return of digital assets to the extent permitted by applicable AML / sanctions compliance requirements and internal policies of the Service; and/or

(b) contact the Support Service, complete the necessary identification and/or verification procedures, and provide the requested documents and information necessary to complete the AML verification if required by the service.

3.6.3. After the expiration of the period specified in clause 3.6.2, in the absence of any activity on the part of the User regarding the suspended transaction (requests, submission of documents, requests for refund, or other actions that clearly indicate the User's intention to dispose of such assets), such digital assets are considered candidates for recognition as unclaimed.

3.6.4. The Service may, at its sole discretion, send the User one or more notifications about the upcoming recognition of assets as unclaimed, including, but not limited to, sending a notification to the email address specified by the User in the Account. Failure to send a notification, as well as its non-receipt or non-familiarization by the User with the notification, does not affect the duration of the terms and the occurrence of consequences provided for in this clause.

3.6.5. From the date following the expiration of the hundredth calendar day, the User is granted an additional three-day period to perform the actions provided for in clause 3.6.2. After the specified three-day period, if the User remains inactive, the corresponding digital assets may be recognized as unclaimed assets by the Service.

3.6.6. From the moment of recognition of unclaimed assets:

(a) the User's claim rights to the Service in respect of such assets are terminated;

(b) The Service has the right to dispose of such assets at its sole discretion, including crediting them to its own benefit and using them to cover the costs of storing and conducting inspections, as well as other actions that do not contradict this Agreement.

3.6.7. Recognition of assets as unclaimed does not limit the User's right to contact the Service with a request to clarify the circumstances of the suspension of the transaction and the actions performed. In exceptional cases, if the User properly confirms their rights to the relevant assets and facts related to the original transaction (including successful completion of AML procedures and providing documentary evidence of the source of funds, if required by the service), the Service Administration has the right, but is not obliged, based on its own commercial and compliance policy, to: For example, consider voluntary compensation to the User. The amount, form and procedure for providing such compensation are fully determined by the Service.

#### **4. Liability of the parties and limitation of liability**

##### **4.1. Intellectual Property and License**

4.1.1. The Administration has all rights, ownership rights and legitimate interests in relation to the Service, including, but not limited to: software, design, graphic elements, logos, trademarks and content.

4.1.2. Subject to the User's compliance with the terms of this Agreement, the Administration grants the User a non-transferable, non-sublicensed, revocable and non-exclusive license to use the Service on devices that the User owns or operates solely for personal or internal commercial purposes of the User.

4.1.3. No rights to the content of the Service are transferred to the User as a result of using the Service or accepting this Agreement.

#### 4.2. User's obligations and Guarantees

4.2.1. The User guarantees that their use of the Service does not violate applicable laws. The User is solely responsible for their use of the Service.

4.2.2. The User is obliged to keep secret all credentials associated with the Service, including login, password and 2FA data. The User is solely responsible for managing and maintaining the security of the specified credentials.

4.2.3. All operations performed using the User's credentials are considered authorized by the User. The Administration is not responsible for unauthorized access to the Account that occurred due to compromised credentials for reasons beyond the control of the Administration.

4.2.4. The User undertakes to:

- do not use the Service for purposes that are contrary to applicable law.
- do not use the Service for money laundering, terrorist financing, or other illegal activities.
- provide reliable and up-to-date data during registration and use of the Service;
- immediately notify the Administration of any Account security breaches or suspected unauthorized access.

#### 4.3. Security and responsibility for storing funds

4.3.1. The Administration ensures the protection of Users' crypto assets using modern means of cryptographic protection, authentication, and continuous security monitoring. The Administration applies industry-standard security standards to prevent unauthorized access to private key storage systems.

4.3.2. The Administration is not responsible for the User's losses resulting from:

- a) actions of third parties aimed at unauthorized access to the Service, provided that the Administration has taken all reasonable security measures;
- b) the presence of malicious software on the User's devices;
- c) compromise of the User's credentials (login, password, 2FA) due to the User's fault or negligence;

d) vulnerabilities in the protocols of blockchain networks that are beyond the control of the Administration;

e) User actions that violate the provisions of this Agreement or applicable law.

4.3.3. In the event of a security incident affecting the Administration's systems and resulting in the loss of User funds, the Administration undertakes to consider the User's request and make reasonable efforts to minimize the consequences. The Administration is ready to consider the issue of compensation for actually lost funds within the limits determined by the Administration, taking into account the nature and circumstances of the incident, provided that the fact of loss of funds is confirmed and the User is not guilty.

#### 4.4. Third-party Content

4.4.1. When using the Service, the User may access content or services provided by third parties, including links to web pages and services of such persons (hereinafter referred to as "Third-Party Content"). The Administration does not control, approve or accept any Third-party Content and is not responsible for it, including, but not limited to, materials that may be misleading, incomplete, erroneous or otherwise objectionable. The User uses Third-party Content at their own risk and discretion.

#### 4.5. Indemnification (compensation for losses)

4.5.1. The User agrees to indemnify and release the Administration, its affiliates, officers, directors, employees and representatives from any losses, expenses, obligations and expenses (including reasonable legal support costs) related to or resulting from:

- (a) the User's use or inability to use the Service;
- (b) the User violates the terms of this Agreement;
- (c) violation by the User of the rights of third parties;
- (d) violations of applicable laws by the User.

#### 4.6. Limitation of liability of the Administration

4.6.1. To the maximum extent permitted by applicable law, neither the Administration nor its affiliates, officers, directors, employees, consultants and representatives are responsible to the User for:

- (a) any loss of profit, loss of data, loss of business reputation;
- (b) any indirect, incidental, special, punitive, compensatory or consequential damages of any kind;
- (c) losses caused by fluctuations in the market rates of cryptocurrencies or the volatility of digital assets;
- (d) losses incurred as a result of unauthorized access to the User's Account, provided that the Administration complies with standard security measures;

(e) losses incurred as a result of failures, vulnerabilities or other problems in the operation of blockchain networks;

(f) losses related to government actions or regulatory restrictions.

4.6.2. The total liability of the Administration under this Agreement under no circumstances exceeds the amount of commissions actually paid by the User for the services of the Service during the 12 (twelve) months preceding the event that gave rise to the claim.

4.6.3. The restrictions set out in this section apply regardless of the legal theory (contract, tort, strict liability, negligence or otherwise) and whether the Administration has been notified of the possibility of such damages.

4.6.4. In some jurisdictions, the limitation or exclusion of liability for consequential or incidental damages may be limited. In such cases, the Administration's liability is limited to the minimum permissible extent provided for by applicable law.

## **5. Copyright and Intellectual property**

5.1. The content of the Service, including its structure, design, program code, text, graphics and other materials, is protected by copyright and other rights to the results of intellectual activity. These rights are valid and protected by applicable law in all forms, on all media and in relation to all technologies, both currently existing and being created in the future.

5.2. All graphic images, logos, service marks and trade names used in the Service or in connection with it are trademarks of the Administration (or its licensors) and are not subject to use by third parties without the prior written consent of the Administration.

## **6. Pricing and payment options**

6.1. Access to the Service. Basic access to the Service is provided free of charge. The Administration has the right to introduce or change fees for certain functions of the Service at any time. In case of disagreement with the payment entered, the User has the right to stop using the corresponding functions.

6.2. Service Commission. The service charges a commission for conducting operations with cryptocurrency. The amount of commission depends on the type of transaction, currency, transaction volume, market situation, and other factors determined by the Administration.

6.3. Current rates. Current rates and commission collection conditions are constantly displayed on the Site in the "Rates" section (or other specially selected section). The Administration has the right to change the amount and conditions of commission collection unilaterally, promptly updating the relevant information on the Site.

6.4. Familiarization obligation. The User must independently monitor the relevance of tariffs before performing each operation. The service displays the applicable commission in the merchant Profile interface at the stage of transaction confirmation.

6.5. Acceptance of the pricing plans. Performing a transaction after reviewing the commission amount (displayed in the confirmation interface) means that the User unconditionally agrees to the applicable tariff. Claims for the commission amount will not be accepted after the transaction is confirmed and completed.

6.6. Right of refusal. If the User does not agree with the current tariffs, they have the right to stop using the Service and withdraw their funds. Continuing to use the Service after the change in tariffs means that you agree to the new terms and conditions.

6.7. Effective date. Tariff changes do not apply to operations initiated and confirmed by the User before the changes take effect (determined by the time the updated tariffs are posted on the Site).

6.8. Tax liabilities. The User is solely responsible for all taxes, fees, and other mandatory payments related to their activities through the Service. The Administration does not provide tax advice and is not responsible for the proper performance of the User's tax obligations.

## **7. Risk Warning**

7.1. Market risks. Operations with cryptocurrencies involve a significant risk of financial losses. The value of cryptocurrencies is subject to high volatility and can change significantly in the short term. The user must be aware of the nature, complexity and risks inherent in operations with cryptocurrency, and should not operate with funds that they cannot afford to lose. Under no circumstances will the Administration be liable for losses caused by fluctuations in market rates.

7.2. Technical failures and liability of the Service.

7.2.1. The Administration strives to ensure the smooth operation of the Service, but does not guarantee the absence of technical failures caused by circumstances beyond the Administration's reasonable control.

7.2.2. In the event of a technical failure resulting in a delay or inability to complete the transaction, the Administration undertakes to:

- a) make reasonable efforts to eliminate the causes of the failure immediately;
- b) restore the correct state of User balances based on data from blockchain networks and internal transaction logs.

7.2.3. In the event of a confirmed technical failure of the Service that caused direct losses to the User, the Administration is ready to consider the User's request and make reasonable efforts to resolve the situation, including the possibility of compensation for the actual lost funds within the limits set out in Section 4.6 of this Agreement.

7.2.4. The Administration is not responsible for losses resulting from:

- a) force majeure circumstances defined in section 11 of this Agreement;
- b) failures in the operation of blockchain networks that are beyond the control of the Administration;

- c) actions of government agencies that restrict access to the Service;
- d) technical problems on the User's side, including faulty devices, software, or Internet connection.

7.3. Regulatory risks. The legal regulation of cryptocurrencies varies by jurisdiction and is subject to change. The User must independently verify that their use of the Service does not contradict the laws of the relevant jurisdiction. The Administration is not responsible for the consequences associated with changes in regulatory requirements in the User's jurisdiction.

## **8. Restriction of use and suspension of access**

8.1. The Administration has the right, at its sole discretion, with or without prior notice, to change, suspend or terminate (temporarily or permanently) the provision of any part of the services of the Service.

8.2. The Administration has the right to block, suspend or terminate the User's access to the Service (in whole or in part) in the following cases:

- (a) violation by the User of the terms of this Agreement;
- (b) the occurrence of reasonable suspicions of fraud, money laundering or other illegal activities;
- (c) receiving requests from authorized state bodies;
- (d) detecting security threats associated with the User's Account;
- (e) other circumstances that the Administration reasonably considers to pose a risk to the Service, its Users or third parties.

8.3. In case of blocking or suspension of the Account, the User has the right to contact the Administration's support service for clarification and restoration of access (if there are no grounds for refusal).

8.4. Upon termination of access to the Service, the Administration makes reasonable efforts to ensure that the User can withdraw funds belonging to him, except in cases where this contradicts the requirements of applicable legislation or the instructions of authorized state bodies.

## **9. AML/KYC**

9.1. The Administration has the right to apply AML / KYC procedures in accordance with FATF recommendations, requirements of the applicable legislation and internal policies of the Service.

## **10. Dispute resolution**

10.1. This Agreement, the procedure for its conclusion and execution, as well as all disputes and disagreements arising out of or related to it, shall be governed by and interpreted in accordance with the applicable laws determined at the place of registration of the Administration, without regard to conflict of laws rules.

10.2. Claim procedure. Before applying to a court or other dispute resolution body, the parties undertake to attempt to settle the dispute in a claim-based manner. The claim is sent to the email address specified in section 12 of this Agreement and must contain:

- a) a description of the nature of the dispute;
- b) the applicant's requirements;
- c) evidence confirming the validity of the claims;
- d) contact details for sending a response.

10.3. The claim review period is 30 (thirty) calendar days from the date of its receipt. The response to the claim is sent to the email address specified in the claim.

10.4. In case of non-achievement of the agreement in the claim procedure, the dispute is subject to resolution in accordance with the procedure determined by the applicable legislation at the place of registration of the Administration.

10.5. If there are discrepancies between the Russian and other language versions of this Agreement, the Russian version shall prevail.

10.6. Divisibility. If any provision of this Agreement is found to be invalid or unenforceable by a competent court or authority, the remaining provisions of this Agreement will remain in full force and effect. An invalid provision is replaced by a valid one that is as close as possible to the original one in meaning.

## **11. Force majeure circumstances**

11.1. Neither party is liable for non-performance or improper performance of its obligations under this Agreement (with the exception of monetary obligations), if such non-performance was due to force majeure circumstances that arose after the conclusion of the Agreement as a result of events that the party could neither have foreseen nor prevented by reasonable measures.

11.2. Force majeure circumstances include, but are not limited to: natural disasters, epidemics and pandemics, military actions and acts of terrorism, strikes, blockades and embargoes, acts and orders of state bodies, mass cyber attacks on the Internet infrastructure, large-scale failures in telecommunications systems, critical vulnerabilities in blockchain network protocols, as well as other circumstances beyond the reasonable control of the parties.

11.3. A party for which force majeure circumstances have occurred must immediately notify the other party and make all reasonable efforts to minimize the consequences of such circumstances.

11.4. If force majeure circumstances continue for more than 90 (ninety) calendar days, each of the parties has the right to terminate the Agreement by sending a written notification to the other party.

## **12. Feedback**

12.1. For all questions related to the use of the Service, the User has the right to contact the Administration at the following email address:**support@b2bwallet.io**.

12.2. Applications are considered by the Administration in the order of their receipt. The Administration strives to provide a response to the User's request within a reasonable time.

### **13. Final provisions**

13.1. This Agreement, the Privacy Policy and all applicable rules posted on the Site represent the full scope of agreements between the Administration and the User and replace all previous discussions, agreements and agreements between the parties on the subject of this Agreement.

13.2. Failure to exercise or delay the exercise of any right or remedy under this Agreement does not constitute a waiver of this right.

13.3. All notifications under this Agreement are sent in electronic form: to the Administration-to the address specified in section 12; to the User - to the email address specified during Account registration.

13.5. The Administration adheres to high security standards, complies with applicable regulatory requirements and follows the best industry practices in the field of handling digital assets.

**IMPORTANT:** This document is subject to periodic review and updating. The current version of the Agreement is always available on the Administration's website at:  
<https://b2bwallet.io>