Legal entity name: **Cornerstore Digital Limitada**
Legal identification number: **3-102-962802**
Registered jurisdiction: **Costa Rica**
Registered address: **Bufete Sánchez Chavarría, Costado Este de la Municipalidad de Garabito, Jacó 61101, Cantón de Garabito, Provincia de Puntarenas, Costa Rica**

Cornerstore Digital Limitada may qualify as a Virtual Asset Service Provider ("VASP") under Article 15 quater of Law No. 7786 and is subject to anti-money laundering and counter-terrorist financing supervision by the competent Costa Rican authorities, including SUGEF and the Financial Intelligence Unit of the Costa Rican Drug Institute (Instituto Costarricense sobre Drogas – ICD).

Terms of Service

Cornerstore Digital Limitada

Last revised: 1 July 2026

These Terms of Service are entered into between you (hereinafter referred to as "you" or "your") and us (as defined below). By accessing, using or clicking on "I agree" to accept any Services (as defined below) provided by us, you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Service (hereinafter referred to as "TOS") as well as our Privacy Policy at https://files.ecng.digital/cdn/policy/privacy. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read the TOS carefully as they govern your use of Services. It is important to remember that as with any asset, the values of Crypto-assets (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Crypto-assets. YOU SHOULD CAREFULLY CONSIDER WHETHER DEALING WITH CRYTPO-ASSETS IN ANY WAY IS SUITABLE FOR YOU IN LIGHT OF YOUR CIRCUMSTANCES AND FINANCIAL RESOURCES.

BY MAKING USE OF SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF CRYTPO-ASSETS; (2) YOU SHALL ASSUME ALL RISKS RELATED

TO THE USE OF SERVICES AND TRANSACTIONS OF CRYTPO-ASSETS; AND (3) WE SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

By accessing, using or attempting to use Services in any capacity, you acknowledge that you accept and agree to be bound by these TOS. If you do not agree, do not access Website or utilize Services.

DEFINITIONS

Account – a Customer record, linking the identity of the Customer to all their Asset balances and transactions. An account is assigned with a unique Account / Customer ID.

AML – set of procedures, laws, and regulations designed to prevent money laundering, terrorist financing and proliferation financing, including Law No. 7786 and its amendments, in particular Article 15 quater regulating Virtual Asset Service Providers (VASPs).

Asset or **Funds** – Fiat, and digital assets such as Crypto-Assets – coins and tokens.

Business Day - any day from Monday to Friday, any day from Monday to Friday, excluding public holidays officially recognized in the Republic of Costa Rica.

Calendar Day - any day of the year, including Saturdays, Sundays and public holidays.

Customer – an individual or legal entity that uses the Services, agrees to follow TOS and is a holder of an Account. "You" or "Your" within these TOS are all references to the Customer.

Fiat – government-issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law.

Parties – Service Provider and Customer, both sides of these TOS.

Party – Service Provider or Customer, one of the sides of these TOS.

Platform – web-based environment created by the Service Provider that allows you to access the Services electronically in accordance with these TOS.

Costa Rican AML Law – refers to Law No 7786 "Ley sobre estupefacientes, sustancias psicotrópicas, drogas de uso no autorizado, actividades conexas, legitimación de capitales y financiamiento al terrorismo".

Privacy Policy – the document that sets out the main provisions of how, when and under what conditions we process your personal data.

Service Provider – refer to all parties that run Platform, including but not limited to Cornerstore Digital Limitada, legal identification number 3-102-962802, registered in Costa Rica at Bufete Sánchez Chavarría, Costado Este de la Municipalidad de Garabito, Jacó 61101, Cantón de Garabito, Provincia de Puntarenas, Costa Rica, and any other entity within the same group that may provide Services under these TOS in accordance with Costa Rican law and are responsible for such services. "Us", "we", "our/s" are all references to the Service Provider.

UNDER THESE TOS, SERVICE PROVIDER MAY CHANGE AS BUSINESS ADJUSTS TO CURRENT LAW, IN WHICH CASE, THE CHANGED SERVICE PROVIDER SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TOS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TOS. ADDITIONALLY, THE SCOPE OF SERVICE PROVIDERS MAY BE EXPANDED DUE TO THE PROVISION OF NEW SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TOS WITH THE NEWLY ADDED SERVICE PROVIDERS. IN CASE OF A DISPUTE, YOU SHALL IDENTIFY THE ENTITIES RESPONSIBLE FOR PERFORMING THESE TERMS (TOS) WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

Services – refers to various services provided to you by us, that may qualify as virtual asset services under Article 15 quater of Law No. 7786, and that are based on internet and/or blockchain technologies and offered via Platform, Website, application programming interfaces and other forms (including new ones enabled by future technological development). Services include but are not limited to such Platform components as institutional-grade custody services for Crypto-assets, services of exchanging Crypto-asset -to- Crypto-asset, Crypto-asset -to-Fiat exchange services, Fiat-to-Crypto-asset exchange services, payment processing in Crypto-assets and novel services to be provided by us.

TOS – these Terms of Service provided by Service Provider (also referred to as the agreement or the Contract), regulating relationships between the Service Provider and the Customer.

Order – your instruction to us to carry out a certain type of operation with your Assets.

Crypto-asset or Virtual Asset – digital representation of value or funds that can be traded or transferred, and that may be used for payment or investment purposes, which is stored, transferred or traded using distributed ledger technology or similar technology, as defined in Article 15 quater of Law No. 7786.

Website – our website's address: https://ecng.digital

In these TOS:

A. a singular word includes the plural and vice versa;
B. a word which suggests one gender includes the other gender;
C. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
D. a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
E. a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
F. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING (AML/CTF), CUSTOMER DUE DILIGENCE AND BENEFICIAL OWNERSHIP

WE ACT AS AN OBLIGED ENTITY WITHIN THE MEANING OF LAW NO. 7786, AS AMENDED BY LEGISLATIVE DECREE NO. 10961, AND, WHERE APPLICABLE, AS A VIRTUAL ASSET SERVICE PROVIDER ("VASP") UNDER ARTICLE 15 QUATER OF LAW NO. 7786. IN PROVIDING SERVICES, WE ARE COMMITTED TO THE STRICT APPLICATION OF LAW NO. 7786 AND ALL RELATED IMPLEMENTING REGULATIONS, INCLUDING AML/CFT AND CPF OBLIGATIONS, AS WELL AS APPLICABLE INTERNATIONAL STANDARDS, AND WE MAINTAIN INTERNAL POLICIES, PROCEDURES AND CONTROLS DESIGNED TO ENSURE FULL COMPLIANCE WITH ALL OBLIGATIONS IMPOSED ON US UNDER SUCH LAWS.

Customer Due Diligence (CDD)

In order to comply with Law No. 7786, including Article 15 quater, before establishing and throughout the course of a business relationship, we are required to apply risk-based customer due diligence measures, which may include, without limitation:

(i) identifying the Customer and verifying the Customer's identity on the basis of reliable and independent sources;

(ii) identifying and verifying any person acting on behalf of the Customer and verifying their authorization to act;

(iii) identifying the Customer's beneficial owner(s) and taking reasonable measures to verify their identity and ownership and control structure;

(iv) obtaining information on the purpose and intended nature of the business relationship and of the transactions; and

(v) conducting ongoing monitoring of the business relationship, including scrutiny of transactions carried out throughout the course of that relationship to ensure that they are consistent with our knowledge of the Customer, its business and risk profile, including, where necessary, the source of Funds and source of wealth.

Customer obligations and rules of cooperation

In order to comply with the appropriate law, you might be requested to provide us - without undue delay - complete, accurate and up-to-date information and documents. This applies in particular to data concerning your identity, your representatives, your beneficial owner(s), the structure of your ownership and control, as well as the source of your funds and wealth. You undertake to provide such documentation upon our request without any delay. This obligation also includes promptly informing us of any changes to the above information and, upon our request, supplying updated documentation. By using Services, you authorize us to verify information you provide by using reliable and independent sources, including public registers and databases, as permitted by applicable law.

Beneficial ownership declaration

Where you represent a legal entity or other organization, you declare and warrant that you have disclosed to us the identity of all beneficial owner(s) and that such information is true, complete and up to date. You undertake to promptly notify us in writing of any change in beneficial ownership or in your ownership and control structure and, upon our request, to provide supporting documentation for such changes. We may require you to sign, and periodically renew or reconfirm, a beneficial ownership declaration and any other statements required under the applicable law.

Refusal or limitation of Services

If we are unable to fulfil our obligations under the applicable law, because you fail to provide the information or documents required, provide information that we reasonably suspect to be inaccurate, incomplete or fraudulent, or otherwise impede the performance of our AML/CTF obligations, we may, to the extent permitted or required by applicable law, refuse to establish or continue a business relationship with you, refuse to execute a transaction, suspend or limit the provision of Services, suspend or close your Account, and/or take other measures described in these TOS.

Reporting obligations and freezing of Assets

Where we know, suspect, or have reasonable grounds to suspect that money laundering, terrorist financing, proliferation financing or another criminal activity may be occurring or that Assets are linked, directly or indirectly, to such activities, we are legally obliged to comply with reporting, cooperation and information-sharing obligations in accordance with Law No. 7786 and applicable regulations, including reporting to the Financial Intelligence Unit of the Costa Rican Drug Institute (Instituto Costarricense sobre Drogas – ICD). In such cases we may, without prior notice to you and to the extent required or permitted by law, temporarily or permanently suspend or restrict your access to Services, freeze or block Assets held in your Account, and/or take any other measures required by applicable laws and regulations.

Record-keeping

In accordance with the applicable laws, we retain documents, information and records obtained in the course of applying customer due diligence measures and records of transactions for the periods required by law and/or our internal policies. Such retention may extend beyond the termination of the business relationship and/or the closure of your Account, as described elsewhere in these TOS and our Privacy Policy.

1 ABOUT THESE TOS

1.1 These TOS constitute a legal agreement and create a binding contract between you and us. In addition to the TOS, relationships pertaining to the usage of Services shall also be governed by mandatory laws and other legal acts of the Republic of Costa Rica.

1.2 In strict adherence to the financial promotions regime as established by the United Kingdom (UK), we hereby clarify the intended scope of our Services. It is expressly stated that our Services are not designed or directed towards consumers residing in the UK. By engaging with our platform, Customers affirm their understanding and acceptance that they do not qualify as UK consumers under the definitions provided by the relevant regulations.

We take deliberate measures to ensure that our Services are not promoted or marketed, directly or indirectly, to individuals within the UK. This norm is a proactive approach to align with the stringent requirements of the UK financial promotions rules, as detailed by the Financial Conduct Authority (FCA) starting from October 8, 2023.

Customers acknowledge their responsibility to ensure that their use of our platform complies with this provision and any applicable local laws and regulations. The exclusion of UK consumers from our Services is a critical compliance measure, and by continuing to use our Platform, Customers confirm their understanding and agreement to this restriction.

1.3 Due to the rapid development of Crypto-assets and Services, these TOS between you and us do not enumerate or cover all rights and obligations of each Party, and do not guarantee full alignment with needs arising from future development. Therefore, THE PRIVACY POLICY, OTHER RULES AVAILABLE VIA PLATFORM, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND US ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TOS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.

1.4 We reserve the right to change or modify these TOS in our discretion at any time. We will notify such changes by updating the TOS on our Website. ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TOS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO CUSTOMER. THEREFORE, YOUR CONTINUED USE OF SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TOS, YOU MUST STOP USING SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TOS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF SERVICES.

1.5 BY ACCESSING AND USING SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST. WE RESERVE THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN OUR DISCRETION, THE PROVISION OF SERVICES IN CERTAIN COUNTRIES OR REGIONS.

1.6 Where our activities qualify as VASP services under Article 15 quater of Law No. 7786, we acknowledge that we are subject to AML/CFT supervision and registration requirements before the General Superintendence of Financial Entities (Superintendencia General de Entidades Financieras – SUGEF). We further acknowledge that such registration does not constitute an authorization to operate or a licensing regime, and that our ability to provide Services remains subject to general corporate and sector-specific laws of Costa Rica.

2 ABOUT US

2.1 We provide Crypto-assets exchange-related Services. As further detailed in Article 3 below, Customer must register and open an Account with us.

2.2 Although we have been committed to maintaining the accuracy of the information provided through our Services, we cannot and do not guarantee its accuracy, applicability, reliability, integrity, performance, or appropriateness, nor shall we be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about Services may change without notice, and the main purpose of providing such information is to help Customer make independent decisions. We do not provide investment or consulting advice of any kind and are not responsible for the use or interpretation of information on Website or any other communication medium. Customer must understand the risks involved in Crypto-assets trading and is recommended to exercise prudence and responsibly within its own capabilities.

2.3 In addition to market risks, Customers should be aware of risks related to the safekeeping of crypto-assets, including operational and technological risks, cybersecurity incidents, and the potential insolvency of third-party service providers involved in the custody of crypto assets. While the Company applies industry standard safeguards, such risks cannot be fully eliminated.

3 ACCOUNT REGISTRATION AND REQUIREMENTS

3.1 Customer is required to apply for an Account before starting to use the Services. When you register an Account, you must provide your true and up-to-date personal details including full name, email address and password, and accept these TOS, confirm that you have read the Privacy Policy, and acknowledge any other Platform rules. We may refuse, in our discretion, to open an Account for you. The Customer undertakes to provide complete and accurate information when opening an Account and agree to timely update any information in the event of any changes, in order to maintain the integrity and accuracy of the data.

3.2 By registering an Account, you represent and warrant that (i) as an individual, you are at least 18 years old or sufficient legal age to enter into a binding contract under applicable laws; (ii) as an individual, legal entity, or other organization, you have full legal capacity and sufficient authorizations to be bound by these TOS; (iii) you have not been previously suspended or

removed from using Services; (iv) If you act as an employee or representative of a legal entity, and enter into these TOS on its behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; (v) your use of Services will not violate any applicable laws and regulations, including, without limitations, those relating to AML, Anti-Bribery and Corruption, and Counter-Terrorist Financing. Please note that some Services may not be available in certain jurisdictions or regions or to certain Customers. We reserve the right to change, modify or impose additional restrictions at our sole discretion at any time.

3.3 Your registration of an Account with us will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Customer's identity, identify traces of money laundering, terrorist financing, fraud, and other financial crimes, or for other lawful purposes. We will collect, use and share such information in accordance with our Privacy Policy. In addition to providing such information, we will keep a record of that information for the period during which your Account is active and for the period required under Costa Rican law. We will also conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during Account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND WILL BE TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED, OR INCOMPLETE, WE RESERVE THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF SERVICES WE PROVIDE FOR YOU. YOU HEREBY CONFIRM AND UNDERTAKE TO FULFILL THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. AT OUR REQUEST, YOU ARE REQUIRED TO PROVIDE ANY DOCUMENTS (ORIGINALS, COPIES CERTIFIED BY A COSTA RICAN NOTARY PUBLIC, OR SCANNED COPIES) SUPPORTING SUCH CHANGES IN DATA OR CIRCUMSTANCES, IRRESPECTIVE OF WHETHER SUCH INFORMATION OR DOCUMENTS HAVE BEEN PROVIDED TO PUBLIC REGISTERS. DOCUMENTS ISSUED ABROAD MAY BE REQUIRED TO BE TRANSLATED INTO SPANISH AND LEGALIZED OR APOSTILLED IN ACCORDANCE WITH COSTA RICAN LAW.

3.4 The Account can only be used by the Account registrant. We reserve the right to suspend, freeze or cancel the use of an Account by persons other than Account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify us immediately. We assume no liability for any loss or damage arising from the use of an Account by you or any third party with or without your authorization.

3.5 We have been committed to maintaining the security of Customer entrusted Funds and have implemented industry standard protection for Services. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your Account and personal information. You should be solely responsible for keeping safe of your Account and password and be responsible for all the transactions under your Account. We assume no liability for any loss or consequences caused by authorized or unauthorized use of your Account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the Website.

3.6 Your personal data will be properly protected and kept confidential. At the same time, we reserve the right to collect, process, use or disclose your personal data in accordance with the TOS (including the Privacy Policy) or applicable laws.

4 USAGE OF SERVICES

4.1 Upon completion of the registration process and identity verification associated with your Account, you are granted an access to the Platform, where you may use various Services, including but not limited to Crypto-asset-to-Crypto-asset exchange services, Crypto-asset-to-Fiat exchange services, Fiat-to-Crypto-asset exchange services, payment processing in Crypto-assets, access to market-related data, research and other information released by us. The use of these Services is subject to the provisions of these TOS (including Platform rules (if any) and other individual agreements). Access and the use of these Services is available upon payment of the applicable fees and other costs.

4.2 The fees for using our Services consist of spread (difference in the sell and the buy price) and other fees specified in the Platform. We may, at our discretion, update the fees at any time. You authorize us to deduct from your Account any applicable fees that you owe under these TOS.

4.3 The Parties agree that all Fiat deposits received from you are considered as a pre-funding of intended exchange operations. Any unused balances resulting from Fiat deposits, or exchange operations at the end of the business day will be rolled over a pre-funding for the next business day on a continuous basis. Nevertheless, we shall ensure the swift exchange of the Assets as well as safety of your Assets, you acknowledge that we do not offer a Service of storing Fiat for any purpose and are not acting as a banking institution or any other type of institution whose service is safekeeping of Fiat. The only purpose of holding Customer's Fiat is to guarantee/fund the intended exchange operations.

4.4 Despite the specific limitations regarding Fiat as described in Article 4.3. of these TOS, our Services include comprehensive institutional-grade custody services for Crypto-assets.

Customers seeking secure storage solutions for their Crypto-assets can confidently utilize our custody services. These services are designed to provide the utmost security and safety for your Crypto-asset Assets, leveraging advanced technologies and protocols to safeguard your digital assets. Such safeguarding arrangements include the use of professional custody solutions and segregation of Customers' crypto assets from the Company's own assets. Customers' crypto assets are held on wallets or accounts that are segregated from the Company's own assets and, where applicable, clearly identified as belonging to Customers.

4.5 The Company safeguards Customers' ownership rights in relation to their Crypto-assets and does not use Customers' Crypto-assets for its own account. The Company maintains arrangements designed to protect Customers' rights also in the event of the Company's insolvency.

4.6 We have the right to: i) provide, modify, or terminate, in our discretion, any Services or part of Services (e.g., support for any Crypto-asset) based on our development plan; and ii) allow or prohibit Customer use of any Services as per our sole discretion.

4.7 When you use Services, you agree and undertake to comply with the following provisions: i) during the use of Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these TOS, and various Platform rules (if any); ii) your use of Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit others from using Services; iii) you do not use / intend to use the Services for anything that is unlawful, malicious or that could disable, overburden, or impair the proper working of the Platform or Website or may hurt our reputation or otherwise pose any threat to us.

4.8 By accessing Services, you agree that we have the right to investigate any violation of these TOS, unilaterally determine whether you have violated these TOS, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include but are not limited to: i) freezing your Account; ii) reporting the incident to the authorities; iii) publishing the alleged violations and actions that have been taken.

5 CRYPTO-ASSET DEPOSITS, WITHDRAWALS AND EXCHANGE

5.1 You may conduct the deposits, withdrawals, and exchange (buy or sell) of Assets by submitting Orders to us as described in the TOS. You may submit the following Orders using our Platform: a) Order for deposit of Asset to your Account from an account you hold with a financial institution, your debit or credit card or other means of payment, which is approved by us and available for you in the Platform or application programming interfaces; b) Order for withdrawal of Asset from your Account to an account you hold with a financial institution, your debit or credit card or other means of payment, which is approved by us and available for you in the Platform or application programming interfaces; c) Order for exchange (buy or sell) of Assets (Crypto-asset-

to-Crypto-asset, Fiat-to-Crypto-asset or Crypto-asset-to-Fiat) within your Account; d) combined Order for deposit of Crypto-asset and exchange (sell) of deposited Crypto-asset (available in the Platform or application programming interfaces at request); e) combined Order for exchange (sell) of Assets and withdrawal of Crypto-asset (available in the Platform or application programming interfaces at request); f) other type of Orders provided by us and available for you in the Platform or application programming interfaces.

5.2 The conditions (quotation) of Assets exchange are requested and received via the Platform or by communicating us directly as described in Article 17 of these TOS. Having received the quotation, you shall make a discretionary decision to submit an Order for Assets exchange. We do not guarantee the availability of any quotation from us. We do not guarantee that you will be able to exchange Crypto-asset at any particular price or time. You acknowledge that the quotation to buy the Crypto-asset may not be the same as the quotation to sell the Crypto-asset at any given time.

5.3 Having submitted combined Order as per clause 5.1.d or 5.1.e, the Asset exchange will be performed automatically without requesting any additional confirmation from you.

5.4 When submitting the Order (including combined Order) via the Platform or application programming interfaces, you shall fully understand the conditions of the Service offered to you. You shall also understand and anticipate the consequences of Order execution, and irreversibility of Order execution.

5.5 The confirmation of Order execution will be sent to you as described in Article 17 of these TOS and available in the Platform for your information.

5.6 We may charge you a fee for each Order we execute for you.

5.7 The submission of an Order for an operation with the Asset by you does not guarantee the fulfillment of the Order. We retain the right not to execute the Order: i) if the conditions of the Order do not comply with the previously reached understanding between the Parties in our communication; ii) if we are unable to execute the Order due to changes in the market conditions or other reasons which make the execution impossible at the conditions demanded by you.

5.8 You acknowledge and confirm that an Order's (including combined Order's) execution may be delayed or declined if required under applicable law, including if we have an AML concern, or due to external factors, such as outages or delays in the Crypto-asset networks or liquidity sources. We may, or may not be able to, disclose to you the reasons for such delay or rejection.

5.9 We may charge network fees ("miner fees") to process Crypto-asset Orders. We will calculate the miner fees at our discretion. You authorize us to deduct from your Account any miner fees to process Crypto-asset Orders. When you deposit Crypto-asset to your Account, you are solely responsible for executing the transaction properly, which may include, among other things,

payment of miner fees in order for the transaction to be completed successfully. Non-payment of miner fees may cause your transaction to remain in a pending state outside our control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. Once Order is submitted, a Crypto-asset transaction will be unconfirmed for a period pending sufficient confirmation of the transaction by the Crypto-asset network. A Crypto-asset transaction is not complete while it is in a pending state. Crypto-asset associated with Crypto-asset transactions that are pending will be designated accordingly and will not be included in Crypto-asset balance of your Account or be available to conduct Crypto-asset transactions until confirmed by the network.

6 INTEGRATION OF APPLICATION PROGRAMMING INTERFACES

6.1 In case you decide to integrate the application programming interfaces and / or plug-ins in your website and / or system, you do so at your own full risk and cost. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE SAID INTEGRATION.

7 DISCLAIMER OF WARRANTIES

7.1 TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR SERVICES ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS (in the form and scope in which they are accessible on the Website), AND WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AS WELL AS ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, ESTABLISHED PRACTICE OR USAGE - TO THE EXTENT THEIR EXCLUSION IS PERMITTED UNDER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, PLATFORM OR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED OR ACCEPTED. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TOS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF CRYPTO-ASSET PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY

SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY US OR THIRD PARTIES AND ANY SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER CUSTOMER'S ACTIONS, OMISSIONS OR VIOLATION OF THESE TOS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS UNAUTHORIZED BY US; AND (G) ANY OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES (IF ANY) ISSUED BY US. THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY THE APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE OR ARE ESTABLISHED.

8 DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY

8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF SERVICES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8.2 WITHOUT ANY LIMITATION OF OTHER TERMS IN THESE TOS, YOU ACKNOWLEDGE THAT WE BEAR NO LIABILITY FOR ANY DAMAGE, LOSS (INCLUDING LOSS OF PROFIT), DELAY, INCONVENIENCE, FAILURE IN PERFORMANCE OR INTERRUPTION OF THE USE OF SERVICES, IN EACH CASE CAUSED BY OR RESULTING FROM (DIRECTLY OR INDIRECTLY): I) ANY COMPUTER VIRUS, SPYWARE, SCAREWARE, TROJAN HORSE, WORMS OR OTHER MALWARE OR CYBER, PHISHING OR SPOOFING ATTACK THAT MAY AFFECT YOUR COMPUTER OR OTHER DEVICE; II) ANY "HARD FORK", "SOFT FORK", OR OTHER CHANGE IN THE OPERATING RULES OF AN UNDERLYING CRYTPO ASSET NETWORK; III) ANY OTHER CAUSE OR CONDITION BEYOND OUR REASONABLE CONTROL.

8.3 NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF SERVICE PROVIDER, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF US AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF SERVICES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO SERVICE PROVIDER UNDER THESE

TOS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

9 INDEMNIFICATION

9.1 You agree to indemnify and hold harmless Service Provider, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, Services, (ii) your breach or our enforcement of these TOS, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Services. If you are obligated to indemnify Service Provider, its affiliates, contractors, licensors, and their respective directors, officers, employees, or agents pursuant to these TOS, we will have the right, in our sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms.

10 SUSPENSION OF ACCOUNT

10.1 You agree that we shall have the right to immediately suspend your Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock (temporary or permanently) the Crypto-asset or Funds in all such Accounts, and suspend your access to Platform for any reason including if we are not satisfied with the outcome of any identity, fraud and background checks which we will conduct in relation to you at any time during the term of your relationship with us or if we suspect any such Accounts to be in violation of these TOS, our Privacy Policy, regulations on AML or any applicable laws and regulations. You agree that we shall not be liable to you for any permanent or temporary modification of your Account, or suspension or termination of your access to all or any portion of Services.

11 TERMINATION OF ACCOUNT

11.1 In case of any of the following events, we shall have the right to directly terminate these TOS by cancelling your Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your Account on Platform and withdraw the corresponding Account thereof: i) after we terminate Services to you according to our internal policy; ii) the information that you have provided is untruthful, inaccurate, outdated or incomplete; iii) when these TOS are amended, you state your unwillingness to accept the amended TOS by applying for cancellation of your Account or by other means; iv) you request that Services be terminated by communicating us directly as described in Article 17 of these TOS; and v) any other circumstances where Service Provider deems it should terminate Services.

11.2 Should your Account be terminated, the Account and transactional information that meet data retention standards will be securely stored for the period required under Costa Rican law. In addition, if a transaction is unfinished during the Account termination process, we shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated Account exit will also be subjected to the termination protocol stated above.

11.3 Upon the termination of your Account for whatever reason: (i) all rights granted herein shall terminate immediately; (ii) each Party shall promptly return to the other Party, or destroy and certify the destruction of all Confidential Information (as specified under Article 18 of these TOS) to the other Party, if any (unless retention of such information is required by applicable laws or foreseen in these TOS or related documents); (iii) each Party shall remit in full all payments due to another Party according to these TOS accruing prior to the date of termination, and following such final payment, neither Party will be entitled to receive any payment from the other Party; (iv) any provision of these TOS that by its very nature or context is intended to survive any termination, cancellation or expiration hereof, shall so survive; and (v) all other performance obligations of both Parties under these TOS shall cease.

11.4 Termination of your Account shall not exempt you from the due discharge of all obligations to us arising before the date of termination.

11.5 The termination of your Account shall also mean the termination of your access to our Platform.

11.6 If we are informed that any Crypto-assets or Funds held in your Account originate from illicit sources or are stolen or otherwise are not lawfully possessed by you or do not originate from lawful sources, we may, but have no obligation to, permanently freeze and/or place an administrative hold on the affected Funds and your Account. If we do lay down an administrative hold on some or all your Funds or Account, we may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to us has been provided to us in a form acceptable to us. If we do permanently freeze some or all your Crypto-assets, you will not have the possibility to exchange or return these Crypto-assets forever. We will not involve ourselves in any such dispute or the resolution of the dispute. You agree that we will have no liability or responsibility for any such freeze, hold, or for your inability to withdraw Crypto-assets or Funds or execute trades during the period of any such hold.

11.7 Except as set forth in clause 11.8 below, once an Account is closed/withdrawn, all remaining Account balance (which includes charges and liabilities owed to us) will be payable immediately to us. Upon payment of all outstanding fees to the Service Provider (if any), Customer will have 5 (five) business days to withdraw all Crypto-assets or Funds from the Account.

11.8 We maintain full custody of the Crypto-assets, Funds and Customer data/information which may be permanently frozen and/or turned over to governmental authorities in the event of

Accounts' suspension/closure arising from fraud investigations, investigations of violation of law or violation of these TOS.

12 NO FINANCIAL ADVICE

12.1 We are not your broker, intermediary, agent, or advisor and have no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by your using Services. No communication or information provided to you by Service Provider is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. You should consult legal or tax professionals regarding your specific situation. We do not recommend that any Crypto-assets should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Crypto-asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. We will not be held responsible for the decisions you make to buy, sell, or hold Crypto-assets.

13 COMPLIANCE WITH LOCAL LAWS

13.1 It is Customer's responsibility to abide by local laws in relation to the legal usage of Services in their local jurisdiction as well as other laws and regulations applicable to Customer. Customer must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. CUSTOMER ACKNOWLEDGES AND DECLARES THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; CUSTOMER AGREES THAT WE WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS. We maintain a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Customer's Accounts and Funds which are flagged out or investigated by legal mandate.

14 DATA PROTECTION

14.1 To enable you use our System, we collect, use, store and otherwise process information about you as permitted by the legal acts of the Republic of Costa Rica, including the Ley N.º 8968 – Ley de Protección de la Persona frente al Tratamiento de sus Datos Personales, its implementing Regulation (Decreto Ejecutivo N.º 37554-MP-MEIC), and any guidelines issued by the Agencia de Protección de Datos de los Habitantes (PRODHAB).

14.2 We will collect, use, store, and otherwise process information about you as described in detail by our Privacy Policy available at https://files.ecng.digital/cdn/policy/privacy and updated from time to time, as well as other provisions of these TOS. You must familiarize yourself with the

Privacy Policy prior to accepting these TOS. In case you find the Privacy Policy or any parts thereof unclear or unintelligible, please refer to us at dpo@ecng.digital as explained by the Privacy Policy, prior to accepting these TOS and we will help you.

14.3 We implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

14.4 You are obliged to inform us in writing immediately in case any information we hold about you is inaccurate or not up to date or you believe that any of the information about you is collected, used, and stored by us in a manner not compliant with applicable laws.

15 INTELLECTUAL PROPERTY

15.1 You shall acknowledge and agree that the we will provide you with access to various documents, processes, software and other technologies and materials, to which the Service Provider and/or one or more third parties related to us will hold all intellectual property rights, including (a) copyrights, rights affording protection similar to copyright, rights in databases, patents and rights in inventions, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in specified under Article 18; (b) all other rights having equivalent or similar effect in any country or jurisdiction in the world.

15.2 All copyrights, trademarks, patents, trade secrets and other intellectual property rights as described above relating to Service Provider, Platform and Website, including the systems, platforms, software and documentation provided by us to you are the property of the Service Provider and/or the third party which granted us the right to provide/supply them, shall remain at all times the sole and exclusive property of the Service Provider or the relevant third party, and you shall have no right or interest in them except for the right to access and use them in order to use our Service under these TOS.

16 COMPLAINTS

16.1 If you wish to submit a complaint, you may do so by e-mail to general@ecng.digital. Complaints may be submitted in English; the response will be provided in English.

16.2 A complaint should include the information necessary to identify you and the matter concerned, including: (a) your personal or corporate details and contact information; (b) a clear description of the subject of the complaint, including relevant dates, documents, and references to the Crypto-asset service or transaction involved; and (c) any supporting evidence you consider relevant.

16.3 We will acknowledge receipt of your complaint without undue delay and will handle it in a fair, diligent, and timely manner. A final response will be provided no later than 30 calendar days from the date of receipt, or—if the matter is particularly complex—within 60 calendar days, in which case you will be informed of the reasons for the delay and the expected date of resolution.

16.4 Complaints are processed free of charge.

17 COMMUNICATION

17.1 Any communication between you and us shall take place primarily via e-mails.

17.2 Disclosure of any information via e-mails shall be considered as duly submitted only if such information is sent to and from the e-mail addresses that are disclosed under these TOS: (i) Service Provider's e-mail address that should be used for communication is registered with @ecng.digital domain name, e.g., general@ecng.digital; (ii) Customer's e-mail address that should be used for the communication should be disclosed during application of the Account. Other methods of communication shall not be considered appropriate unless otherwise agreed by the Parties.

17.3 Notices and other communications sent by e-mails or other method of communication specified under clause 17.2 shall be deemed delivered to and received by the Party on the same business day it was sent (in case it is sent on a non-business day - on the earliest business day).

17.4 Under certain circumstances, especially in emergency cases, we may also contact you by using any other means of communication and contact details you have provided to us.

17.5 A Customer must immediately inform us about changes of the contact details. At the request of the Service Provider, the Customer must provide the respective documents supporting the change of any contact details. If the Customer does not fulfil the duties referred to in this clause, the notifications communicated on the basis of the most recent details specified by the Customer to the Service Provider shall be deemed as duly sent and any obligation fulfilled on the basis of such details – as duly discharged by the Service Provider.

17.6 The Customer who fails to receive from the Service Provider any notifications which it was to receive under these TOS or for the provision of which the Customer has submitted a separate request to the Service Provider, the Customer must immediately inform the Service Provider.

17.7 We shall not be responsible for any mistake, inaccuracy, technical defect, or damage caused by incorrect, outdated Customer contact details and their subsequent use by us.

17.8 We shall have the right to require the Customer to provide original documents and/or copies certified by a notary, or any other person authorized by the state. We shall also have a right to require that documents drawn up abroad be translated into English/Spanish and/or legalized

and/or attached with an Apostille unless international treaties concluded between the Republic of Costa Rica and the respective foreign country establish otherwise.

17.9 The Customer is fully liable for the correctness of data, orders and documents submitted to us.

17.10 All costs of drafting, delivery, certification, notarization, apostillization and translation of documents to be provided to the Service Provider shall be borne by the Customer.

17.11 If documents provided by the Customer to the Service Provider are inconsistent with the requirements established by legal acts and/or by the Service Provider, and/or if the Service Provider has reasonable doubt as to the authenticity or accuracy of the submitted documents, the Service Provider shall have the right to suspend your use of Services and/or to demand from the Service Provider the submission of additional documents.

17.12 It is your responsibility to regularly check the proper functioning of your e-mail or other methods of communication that you use to communicate with us and to retrieve and read our messages to you. We shall not be liable for any loss arising out of your failure to do so.

18 CONFIDENTIALITY

18.1 The Parties acknowledge that, from time to time, the Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") either directly or indirectly by way of using the Services, electronically, in writing, orally or otherwise, information which is proprietary or confidential or which would, under the circumstances, be understood by a reasonable person to be proprietary and non-public, including without limitation, technical data, know-how, trade secrets related to activities of any of the Parties, the non-public Service Provider's information and all unpublished service manuals, information, data and other similar materials or records provided by the Party to the other Party pursuant to these TOS or otherwise (hereinafter referred to as "Confidential Information").

18.2 The Receiving Party shall use such Confidential Information solely for fulfilling its responsibilities and obligations under these TOS and for no other purposes. The Receiving Party shall retain such Confidential Information in strict confidence and shall not disclose it to any third party without the Disclosing Party's written consent, except to the third party(-ies) engaged by the Service Provider to ensure maintenance of Services and/or compliance with applicable legislation as well as to law enforcement.

18.3 Each Party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care, and shall be responsible and liable for any use or disclosure of the Confidential Information, including by its employees or other related persons, in violation of these TOS.

18.4 The Party shall immediately notify the other Party of any unauthorized use or disclosure or suspected unauthorized use or disclosure of Confidential Information.

18.5 The obligations set forth in this Article shall not apply to information that the Receiving Party is able to demonstrate, through clear and convincing evidence: i) was already known to the Receiving Party without an obligation of confidentiality at the time of disclosure was generally available to the public at the time of its disclosure to the Receiving Party hereunder; ii) became generally available to the public after its disclosure other than through an act or omission of the Receiving Party in breach of these TOS; iii) was subsequently, lawfully and independently disclosed to the Receiving Party by a person other than the Disclosing Party, not in violation of the confidentiality agreement, arrangement or understanding with such person.

18.6 In the event that any disclosure of Confidential Information is required by you pursuant to applicable law, you shall provide us with reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefor. If we fail to contest the need for such disclosure or to obtain a protective order, you may disclose only that portion of the Confidential Information that is legally so required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally required disclosure.

18.7 You shall acknowledge and agree that the disclosure of information which may be considered as confidential to competent authorities and subcontractors of the Service Provider as well as other persons engaged by the Service Provider for the maintenance of Services and/or compliance with applicable legislation, shall not be considered as a breach of the confidentiality obligations.

19 MISCELLANEOUS

19.1 Governing law. These TOS and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Costa Rica, without prejudice to any mandatory consumer protection or conflict-of-laws rules that may apply. Service Provider wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with the Service Provider, then you should contact us. We will attempt to resolve your dispute internally as soon as possible. The Parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

19.2 Jurisdiction. Any legal disputes arising from or in relation to these TOS shall be subject to the exclusive jurisdiction of the courts of the Republic of Costa Rica. The competent courts shall be those located in the Cantón de Garabito, Provincia de Puntarenas, unless mandatory provisions of Costa Rican law require otherwise.

19.3 Language. You and we shall agree that the language of these TOS as well as communication between you (or any authorized person) and us is to be English.

19.4 Enforceability. No provisions of these TOS shall be enforceable by any other person other than you and us. Even if we delay in enforcing these TOS and agreements thereof, we retain the right to enforce it later. If we do not insist immediately that you do anything you are required to do under these TOS, or if we delay in taking steps against you in respect of your breach of these TOS, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you later. For example, if you miss a payment and we continue to fulfil these TOS, we can still require you to make the payment later.

19.5 Relationship of the Parties. The Parties are independent contractors and nothing in the TOS shall make the Parties joint venturers, partners, employees, agents, or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.

19.6 Invalidity. If a court finds part of these TOS illegal, the rest will continue in force. Each of the Articles and clauses of these TOS operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining Articles and clauses will remain in full force and effect.

19.7 Entire Agreement. This is our entire agreement with you. These TOS and any documents referred to in them constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. The Parties may agree on additional conditions which are not provided in these TOS, by a separate written agreement. Such an agreement shall become an integral part of these TOS.

19.8 Interpretation and Revision. We reserve the right to alter, revise, modify, and/or change these TOS at any time. All changes will take effect immediately upon their being published on the Website. It is your responsibility to regularly check relevant pages on our Website to confirm the latest version of these TOS. If you do not agree to any such modifications, your only remedy is to terminate your usage of Services and cancel your Account. You agree that, unless otherwise expressly provided in these TOS, we will not be responsible for any modification or termination of Services by you or any third party, or suspension or termination of your access to Services.

19.9 Force Majeure. We will not be liable for any delay or failure to perform as required by these TOS because of any cause or condition beyond our reasonable control.

19.10 Transfer of Rights. You need our written consent to transfer your rights and obligations under these TOS, including, but not limited to, to transfer your access to the Services or the Account to any third person.

19.11 We reserve the right to assign our rights and obligations arising out of these TOS to third parties at any time without your consent if such transfer of rights and obligations does not contradict the legislation. We will inform you of such an assignment within 10 (ten) calendar days after the assignment.

19.12 Third party website disclaimer. Any links to third party websites you receive when using our Services does not imply endorsement by us of any product, service, information, or disclaimer presented therein, nor do we guarantee the accuracy of the information contained on them. If you suffer a loss from using such third-party products and services, we will not be liable for such loss. In addition, since we have no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

19.13 Survival. Any right or obligation of the Parties in these TOS, which, by its express terms or nature and context is intended to survive termination of these TOS, will survive any such termination.

PROHIBITED COUNTRY LIST NOTIFICATION

We would like to inform you that the use of our Services and Platform strictly prohibits sending or receiving payments to or from any individuals who are residents of, or any legal entities incorporated in, the countries listed below. This prohibition also applies to any transactions involving banks, financial institutions, payment service providers, or any other intermediaries that are located in, incorporated in, or operating from these countries. We kindly ask you to confirm that you have reviewed and acknowledged this list.

Prohibited Countries:

- Australia
- Afghanistan
- Belarus
- Burkina Faso
- Central African Republic (CAR)
- Cuba
- Democratic Republic of the Congo
- Democratic People's Republic of Korea (North Korea)
- Guinea
- Guam
- Haiti
- Iran
- Iraq
- Japan
- Kosovo
- Lebanon
- Libya
- Mali
- Myanmar (Burma)
- Nicaragua
- Russian Federation
- South Sudan
- Somalia
- Sudan
- Syria (Syrian Arab Republic)
- Ukraine: Regions of Crimea, Donetsk, Luhansk
- Venezuela
- Yemen
- Zimbabwe