NEXORA FINTECH LTD.

TERMS OF SERVICE

Effective Date: 01.07.2026

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1. INTRODUCTION

These Terms of Service ("Terms") govern the access to and use of the services, digital financial infrastructure, websites, applications, software-enabled functionality, digital asset services, payment services, card services, wallet services, exchange services and other products and services provided by **NEXORA FINTECH LTD.** ("NEXORA", "Company", "we", "us", or "our").

By accessing, registering for, downloading, installing or using any Services, the User confirms that they have read, understood and agreed to be legally bound by these Terms.

If the User does not agree with any provision of these Terms, the User must immediately discontinue use of the Services.

NEXORA FINTECH LTD. may use third-party technology and software providers to support the delivery of the Services. In particular, **PILOT INNOVATION SP. Z O.O. ("PayPilot") acts solely as a software and technology provider to NEXORA FINTECH LTD.**

PayPilot does not provide the Services to Users under these Terms and does not act as the User's contracting party.

NEXORA FINTECH LTD. remains the provider and contracting entity in respect of the Services made available to Users under these Terms.

The Services are available only to individuals and legal entities that satisfy the applicable eligibility requirements and comply with applicable laws and regulations.

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2. CORPORATE STRUCTURE AND TECHNOLOGY PROVIDER

2.1 Contracting Entity and Service Provider

The Services are provided by:

NEXORA FINTECH LTD.

Company Number: **16862243**

Registered Address:

128 City Road
London
United Kingdom
EC1V 2NX

Foreign Money Services Business Registration:

N300000123 (Canada)

NEXORA FINTECH LTD. is the sole contracting entity under these Terms and is responsible for providing the Services to Users.

Depending on the nature of the Service and applicable jurisdictional requirements, NEXORA may provide the relevant functionality directly or through technological infrastructure supplied by third-party technology providers.

2.2 Software and Technology Provider

NEXORA may use software, infrastructure and technological solutions supplied by:

PILOT INNOVATION SP. Z O.O.

("PayPilot").

PayPilot acts solely as a **software and technology provider** to NEXORA.

PayPilot may develop, license, maintain, host or provide technological components used by NEXORA, including:

- web applications;
- mobile application technology;
- customer interfaces;
- merchant interfaces;
- API infrastructure;
- software modules;
- wallet management technology;
- transaction monitoring technology;
- risk management technology;
- KYC/KYB technology;
- AML monitoring technology;
- customer support technology;

- technical integrations;
- databases;
- technical infrastructure;
- software development and maintenance;
- other technology used to support the Services.

PayPilot does not provide financial services, payment services, card services, custody services, exchange services or other Services directly to Users solely by providing software or technology to NEXORA.

PayPilot does not make independent decisions regarding the User's eligibility, transaction approval, account suspension, compliance status or provision of financial services.

NEXORA remains responsible for the Services provided to Users under these Terms.

2.3 NEXORA Services

NEXORA may provide, subject to applicable law, regulatory requirements and service availability:

- digital asset wallet services;
- digital asset custody and safeguarding;
- cryptocurrency transactions;
- digital asset exchange and conversion;
- fiat-to-crypto transactions;
- crypto-to-fiat transactions;
- crypto-to-crypto transactions;
- payment services;
- payment processing;
- merchant payment functionality;
- card services;
- card-related functionality;
- settlement services;
- account services;
- transfer services;
- other digital financial services made available through the Platform.

The availability of particular Services may depend on the User's jurisdiction, verification status, risk profile, applicable law and operational availability.

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3. DEFINITIONS

For the purposes of these Terms:

"Account" means an account created by a User for access to the Services.

"Business Customer" means any legal entity, sole trader, entrepreneur, merchant or professional user accessing the Services for commercial purposes.

"Digital Assets" means cryptocurrencies, virtual assets, stablecoins, tokens and other blockchain-based assets supported by NEXORA.

"Platform" means the websites, mobile applications, APIs, software interfaces, systems and technological infrastructure used by NEXORA to provide the Services.

"Services" means the products, services and functionality provided by NEXORA under these Terms.

"Technology Provider" means a third-party provider supplying software, technology, infrastructure or technical services to NEXORA, including PayPilot.

"User" means an individual or legal entity accessing or using the Services.

"Wallet" means a digital asset wallet made available by NEXORA to the User, where applicable.

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4. WALLET SERVICES

4.1 Custodial Wallet

Where NEXORA provides custodial wallet services, the Wallet is a custodial wallet.

The User acknowledges that:

(a) the Wallet is not a self-custodial wallet;

(b) the User does not directly control the private cryptographic keys;

(c) private keys may be managed and secured by NEXORA;

(d) the User may not receive seed phrases, recovery phrases, mnemonic phrases or private keys associated with the custodial Wallet.

4.2 Ownership of Digital Assets

Nothing in these Terms transfers ownership of the User's Digital Assets to NEXORA.

Subject to applicable law and the applicable custody arrangements, the User remains the beneficial owner of Digital Assets held through the Services.

4.3 Safeguarding

NEXORA applies reasonable technical, organisational and operational measures designed to safeguard Digital Assets held through the Services.

However, Digital Assets remain subject to operational, cybersecurity, market, liquidity, blockchain and other risks.

NEXORA does not guarantee protection against every possible loss or risk.

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5. ELIGIBILITY AND ACCOUNT REGISTRATION

5.1 Eligibility

To access the Services, the User must:

(a) be at least eighteen (18) years of age;

(b) have full legal capacity under applicable law;

(c) not be subject to applicable sanctions, restrictions, embargoes or prohibitions;

(d) not be located in a jurisdiction restricted by NEXORA;

(e) provide complete, accurate and up-to-date information.

5.2 Business Customers

Legal entities, merchants, entrepreneurs and professional users may be subject to additional onboarding, KYB, risk assessment and verification procedures.

NEXORA may request additional documentation and information before or during the provision of Services.

5.3 Account Registration

The User shall:

- provide accurate information;
- maintain the accuracy of information;
- promptly notify NEXORA of material changes;

- protect login credentials;
- prevent unauthorised access to the Account.

NEXORA may reject, suspend, restrict or terminate an Account where required by law, regulation, compliance requirements, risk management procedures or legitimate operational considerations.

5.4 Verification

Certain Services may only become available after successful completion of applicable identity, business, sanctions and compliance checks.

NEXORA may request additional verification at any time.

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6. KYC, KYB, AML, CTF AND SANCTIONS COMPLIANCE

6.1 Compliance Framework

NEXORA maintains and applies customer identification, verification, transaction monitoring, sanctions screening and financial crime prevention controls appropriate to the Services and applicable legal and regulatory requirements.

NEXORA may use third-party software and technology to support these processes.

Technology providers, including PayPilot, provide technical functionality only and do not independently determine the User's compliance status.

6.2 Verification Requirements

Users may be required to provide:

- identity documents;
- proof of address;
- source of funds information;
- source of wealth information;
- corporate documentation;
- beneficial ownership information;
- business activity information;
- transaction documentation;
- other information reasonably required by NEXORA.

6.3 Ongoing Monitoring

NEXORA may monitor:

- Account activity;
- transaction activity;
- wallet activity;
- payment activity;
- blockchain transactions;
- sanctions exposure;
- adverse media;
- unusual or suspicious activity;
- changes in the User's risk profile.

6.4 Enhanced Due Diligence

NEXORA may conduct Enhanced Due Diligence ("EDD") where higher-risk circumstances are identified, including:

- politically exposed persons;
- high-risk jurisdictions;
- unusual transaction activity;
- large or complex transactions;
- complex ownership structures;
- adverse media;
- elevated sanctions exposure;
- high-risk business activities.

6.5 Failure to Cooperate

Failure to provide requested information may result in:

- transaction delays;
- service restrictions;
- transaction rejection;
- Account suspension;
- Account termination;
- regulatory reporting where required.

6.6 Sanctions

Users represent and warrant that they:

(a) are not designated on an applicable sanctions list;

(b) are not owned or controlled by sanctioned persons;

(c) are not acting on behalf of sanctioned persons;

(d) are not located in a prohibited jurisdiction.

NEXORA may immediately restrict or terminate Services where sanctions concerns arise.

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7. DIGITAL ASSET SERVICES AND EXCHANGE

7.1 Digital Asset Services

Subject to applicable law and service availability, NEXORA may provide:

- cryptocurrency purchases;
- cryptocurrency sales;
- crypto-to-crypto exchange;
- crypto-to-fiat conversion;
- fiat-to-crypto conversion;
- Digital Asset transfers;
- wallet services;
- custody and safeguarding;
- settlement services;
- other Digital Asset functionality.

7.2 Exchange Rates

Exchange rates may depend on:

- prevailing market conditions;
- available liquidity;
- transaction size;
- applicable fees;
- operational costs;
- market conditions.

The applicable exchange rate may be disclosed to the User before or at the time of the transaction.

7.3 Transaction Finality

Blockchain transactions may be irreversible.

Once a blockchain transaction has been executed and submitted for settlement, it may not be possible to:

- cancel it;
- reverse it;
- amend it;
- recover transferred Digital Assets.

7.4 Transaction Delays

Transactions may be delayed due to:

- compliance reviews;
- sanctions screening;
- security reviews;
- blockchain congestion;
- technical maintenance;
- risk management procedures;
- regulatory obligations;
- other circumstances outside NEXORA's reasonable control.

7.5 Transaction Monitoring

Transactions may be subject to automated and manual monitoring.

NEXORA may:

- reject transactions;
- suspend transactions;
- delay transactions;
- request additional information;
- restrict Accounts;
- report suspicious activity to competent authorities where required.

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8. PAYMENT SERVICES

8.1 Payment Functionality

Subject to applicable law and service availability, NEXORA may provide payment-related services and functionality, including:

- payment processing;
- payment acceptance;

- merchant payment services;
- payment transfers;
- settlement;
- payment transaction reporting;
- other payment-related functionality.

8.2 Payment Processing

Payment transactions may be subject to:

- transaction limits;
- verification requirements;
- compliance controls;
- applicable fees;
- transaction monitoring;
- technical limitations.

8.3 Payment Rejection

NEXORA may reject, delay or suspend a payment where:

- the transaction cannot be lawfully processed;
- compliance concerns arise;
- fraud is suspected;
- sanctions concerns arise;
- technical issues occur;
- additional verification is required.

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9. CARD SERVICES

9.1 Card Services

NEXORA may provide card-related services and functionality, including:

- virtual payment cards;
- physical payment cards;
- card account management;
- card funding;
- card transactions;
- card-related payment functionality.

Card Services may be provided in accordance with the applicable card programme and legal framework.

9.2 Card Eligibility

Card issuance and use may be subject to:

- successful KYC/KYB verification;
- compliance approval;
- jurisdictional eligibility;
- applicable card programme requirements;
- risk assessment;
- service availability.

Approval is not guaranteed.

9.3 Card Funding

Where available, cards may be funded through:

- fiat balances;
- approved transfers;
- Digital Asset conversion;
- other permitted funding methods.

9.4 Card Terms

Card services may be subject to additional terms applicable to the relevant card programme.

Users agree to comply with all applicable card usage requirements.

9.5 Card Suspension

NEXORA may suspend or terminate card services where:

- fraud is suspected;
- compliance concerns arise;
- security incidents occur;
- the User breaches applicable terms;
- applicable law requires intervention.

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10. FEES AND CHARGES

10.1 Service Fees

Users agree to pay applicable fees for the Services.

Fees may include:

- account fees;
- wallet fees;
- exchange fees;
- payment processing fees;
- card fees;
- transaction fees;
- withdrawal fees;
- blockchain/network fees;
- other applicable service fees.

10.2 Fee Disclosure

Applicable fees may be disclosed through:

- the Platform;
- fee schedules;
- transaction confirmations;
- applicable service documentation.

10.3 Fee Changes

NEXORA may amend fees from time to time.

Where legally required, reasonable notice shall be provided before material fee changes take effect.

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11. DIGITAL ASSET RISK DISCLOSURE

Users acknowledge that Digital Assets involve significant risks.

Such risks include:

- substantial price volatility;
- potential total loss of value;
- technological failures;
- cybersecurity incidents;
- smart contract vulnerabilities;
- blockchain network failures;
- liquidity shortages;
- regulatory changes;

- taxation consequences;
- market manipulation.

Past performance does not guarantee future results.

Nothing provided through the Services constitutes:

- investment advice;
- financial advice;
- legal advice;
- tax advice;
- accounting advice.

Users are solely responsible for assessing whether Digital Asset transactions are appropriate for them.

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12. SECURITY AND ACCOUNT PROTECTION

12.1 User Security Obligations

Users must take reasonable measures to protect their Accounts, including:

- using strong passwords;
- protecting devices;
- securing email accounts;
- maintaining appropriate anti-malware protection;
- keeping software updated;
- protecting authentication credentials.

12.2 Unauthorised Access

Users must immediately notify NEXORA if:

- credentials are compromised;
- unauthorised access is suspected;
- suspicious activity is detected;
- a device used to access the Platform is lost or stolen.

12.3 Security Controls

NEXORA may implement:

- multi-factor authentication;
- transaction verification;
- device verification;
- biometric authentication;
- withdrawal controls;
- fraud prevention mechanisms;
- other security measures.

Certain security functionality may be supported by third-party software.

12.4 Security Suspension

NEXORA may temporarily restrict access where:

- fraud is suspected;
- unauthorised access is suspected;
- security concerns arise;
- regulatory obligations require intervention.

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13. PROHIBITED ACTIVITIES

13.1 General Prohibition

Users must not use the Services for unlawful, fraudulent, abusive or unauthorised purposes.

13.2 Prohibited Conduct

Users must not:

(a) violate applicable laws or regulations;

(b) engage in money laundering or terrorist financing;

(c) evade sanctions;

(d) engage in market manipulation;

(e) use stolen payment instruments;

(f) provide false or misleading information;

(g) impersonate another person;

(h) attempt unauthorised access to systems;

(i) distribute malicious software;

(j) exploit software vulnerabilities;

(k) interfere with Platform operations;

(l) facilitate illegal transactions.

13.3 Restricted Activities

NEXORA may restrict transactions or Accounts involving:

- illegal gambling;
- unlicensed financial services;
- sanctioned activities;
- illegal pharmaceuticals;
- weapons trafficking;
- human trafficking;
- counterfeit products;
- intellectual property violations;
- darknet marketplaces;
- other activities prohibited by applicable law.

13.4 Consequences

NEXORA may:

- reject transactions;
- restrict activity;
- suspend Services;
- terminate Accounts;
- report activity to competent authorities where required.

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14. INTELLECTUAL PROPERTY RIGHTS

14.1 NEXORA Intellectual Property

All intellectual property rights owned by NEXORA relating to the Services remain the property of NEXORA or its licensors.

14.2 Third-Party Technology

Third-party Technology Providers retain ownership of their respective software, technology and intellectual property.

This includes PayPilot's software and proprietary technology.

Nothing in these Terms transfers ownership of PayPilot's software to NEXORA Users.

14.3 User Licence

Subject to these Terms, the User receives a limited, non-exclusive, non-transferable and revocable right to access and use the Services for their intended purpose.

14.4 Restrictions

Users must not:

- copy software;
- reverse engineer systems;
- modify applications;
- create derivative works;
- circumvent technical controls;
- use trademarks without authorisation;
- commercially exploit proprietary technology without permission.

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15. LIMITATION OF LIABILITY

15.1 Maximum Extent Permitted by Law

To the fullest extent permitted by applicable law, NEXORA shall not be liable for:

- indirect losses;
- consequential losses;
- incidental damages;
- special damages;
- lost profits;
- lost business opportunities;
- loss of goodwill;
- loss of data.

15.2 Technology and Third-Party Dependencies

NEXORA may rely on third-party technology, infrastructure and service providers.

NEXORA shall not be responsible for losses caused solely by circumstances outside its reasonable control, including:

- internet failures;
- telecommunications failures;
- blockchain network failures;
- third-party technology failures;
- cyber incidents;
- banking disruptions;
- infrastructure outages.

15.3 Blockchain Risks

NEXORA shall not be liable for losses resulting from:

- blockchain forks;
- network congestion;
- validator failures;
- protocol vulnerabilities;
- cyberattacks;
- smart contract failures;
- blockchain protocol changes.

15.4 Service Availability

Services are provided on an "AS IS" and "AS AVAILABLE" basis.

NEXORA does not guarantee uninterrupted or error-free operation.

15.5 Liability Cap

To the maximum extent permitted by applicable law, NEXORA's aggregate liability arising out of or relating to the Services shall not exceed the total fees actually paid by the User to NEXORA during the twelve (12) months preceding the event giving rise to the claim.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

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16. INDEMNIFICATION

16.1 User Indemnity

The User agrees to indemnify and hold harmless NEXORA, its affiliates, directors, officers, employees, contractors and service providers from and against claims, liabilities, damages, losses, penalties, fines, costs and expenses arising from:

(a) breach of these Terms;

(b) violation of applicable law;

(c) misuse of the Services;

(d) fraudulent activity;

(e) inaccurate information provided by the User;

(f) disputes involving third parties.

16.2 Survival

The obligations under this section shall survive termination to the extent permitted by applicable law.

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17. TERMINATION AND ACCOUNT CLOSURE

17.1 User Termination

Users may terminate their Accounts at any time, subject to completion of outstanding obligations and applicable legal requirements.

17.2 NEXORA Termination Rights

NEXORA may suspend, restrict or terminate Services where:

- legal or regulatory risks arise;
- compliance concerns arise;
- sanctions concerns arise;
- fraud is suspected;
- security concerns arise;
- the User breaches these Terms;
- continued provision of Services is no longer possible or appropriate.

17.3 Effect of Termination

Following termination:

- access may be disabled;
- transactions may be completed, rejected or cancelled where possible;
- regulatory obligations may continue;
- records may be retained;
- applicable withdrawal procedures may apply.

17.4 Asset Withdrawals

NEXORA may require additional verification before releasing Digital Assets or fiat balances following termination.

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18. PRIVACY AND DATA PROCESSING

18.1 Data Collection

NEXORA may collect and process:

- identification data;
- contact information;
- transaction information;
- blockchain information;
- financial information;
- device information;
- compliance information;
- technical information.

18.2 Purposes of Processing

Personal data may be processed for:

- account creation;
- service delivery;
- identity verification;
- fraud prevention;
- AML compliance;
- sanctions screening;
- transaction monitoring;
- customer support;
- risk management;
- security;
- regulatory obligations.

18.3 Data Sharing

Information may be shared where appropriate with:

- regulators;
- law enforcement authorities;
- financial institutions;
- payment service providers;
- technology providers;
- PayPilot;
- identity verification providers;
- compliance service providers;
- other service providers supporting NEXORA.

18.4 Retention

Personal data may be retained for periods required by applicable law, regulatory requirements, AML obligations, dispute resolution requirements and legitimate business purposes.

Further information is provided in the applicable Privacy Policy.

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19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws applicable to NEXORA FINTECH LTD., subject to mandatory provisions of applicable law.

19.2 Jurisdiction

Disputes arising from or relating to these Terms shall be submitted to the competent courts having jurisdiction over NEXORA FINTECH LTD., except where mandatory consumer protection or other applicable laws provide otherwise.

19.3 Regulatory Cooperation

NEXORA may cooperate with:

- financial regulators;

- law enforcement authorities;
- sanctions authorities;
- supervisory authorities;
- courts and tribunals.

19.4 Entire Agreement

These Terms constitute the agreement between the User and NEXORA concerning the Services, together with any applicable additional terms, policies and disclosures.

19.5 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19.6 Amendments

NEXORA may amend these Terms from time to time.

Material changes may be communicated through the Platform, email, website publication or other appropriate communication channels.

Continued use of the Services following the effective date of amended Terms constitutes acceptance of the revised Terms to the extent permitted by applicable law.

SCHEDULE A

SUPPORTED SERVICES AND JURISDICTIONS

A.1 Supported Services

Subject to applicable laws, regulations, compliance requirements and operational availability, NEXORA may provide:

Wallet Services

- custodial Digital Asset wallet services;
- Digital Asset storage;

- Digital Asset safeguarding;
- wallet balance management;
- wallet transaction history;
- internal wallet transfers;
- Digital Asset transfers.

Exchange Services

- fiat-to-crypto exchange;
- crypto-to-fiat exchange;
- crypto-to-crypto exchange;
- stablecoin conversion;
- Digital Asset settlement.

Payment Services

- payment processing;
- payment acceptance;
- merchant payment services;
- payment transfers;
- transaction reporting;
- settlement management.

Card Services

- virtual payment cards;
- physical payment cards;
- card funding;
- card transaction services;
- card account management.

Technology Infrastructure

NEXORA may use third-party technology providers, including PayPilot, for:

- mobile application technology;
- web application technology;
- APIs;
- customer interfaces;
- merchant interfaces;
- wallet technology;
- transaction monitoring technology;
- risk management technology;
- KYC/KYB technology;
- AML monitoring technology;
- technical infrastructure.

The use of third-party technology does not change the identity of NEXORA as the provider of the Services under these Terms.

A.2 Restricted Jurisdictions

NEXORA may restrict, suspend or prohibit access to Services in jurisdictions subject to:

- sanctions;
- embargoes;
- elevated AML risks;
- regulatory restrictions;
- licensing limitations;
- other legal or risk-based restrictions.

The list of restricted jurisdictions may be updated from time to time.

A.3 Service Availability

Not all Services are available in all jurisdictions.

Availability may depend on:

- applicable law;
- regulatory requirements;
- User eligibility;
- compliance considerations;
- technical limitations;
- risk assessments;
- operational availability.

SCHEDULE B

DIGITAL ASSET RISK DISCLOSURE STATEMENT

B.1 General Warning

Digital Assets are inherently risky and may be speculative.

Users should not acquire Digital Assets unless they understand the associated risks and are capable of sustaining a substantial or total loss.

B.2 Market Risk

Digital Asset prices may:

- rise significantly;
- decline significantly;
- experience extreme volatility;
- become illiquid.

Past performance is not indicative of future performance.

B.3 Regulatory Risk

Governments and regulators may:

- restrict Digital Assets;
- prohibit certain Digital Assets;
- introduce licensing requirements;
- impose taxation obligations;
- restrict certain transactions.

Regulatory changes may materially affect the value or usability of Digital Assets.

B.4 Technology Risk

Technology-related risks include:

- software failures;
- cyberattacks;
- blockchain vulnerabilities;
- protocol failures;
- smart contract exploits;
- validator failures;
- consensus failures.

B.5 Custody Risk

Digital Assets held through custodial arrangements may be exposed to:

- operational failures;
- cybersecurity incidents;
- insolvency risks;
- service interruptions;

- technology failures;
- other custody-related risks.

B.6 Stablecoin Risk

Stablecoins may:

- lose their intended peg;
- experience liquidity problems;
- become unavailable;
- be subject to regulatory intervention.

B.7 No Investment Advice

NEXORA does not provide investment, financial, tax, legal or accounting advice through the Services.

Users should obtain independent professional advice where appropriate.

B.8 User Acknowledgement

By using the Services, the User confirms that they:

- understand the risks associated with Digital Assets;
- accept those risks;
- are responsible for their own transaction decisions;
- understand that they may lose some or all of the value of their Digital Assets.

SCHEDULE C

FEES AND SERVICE DISCLOSURES

C.1 Fee Framework

NEXORA may charge fees for:

- wallet services;
- exchange services;
- transaction processing;
- payment services;
- card services;

- withdrawals;
- deposits;
- account services;
- other Services.

Current fees shall be disclosed through the Platform or applicable service documentation.

C.2 Technology Provider

PILOT INNOVATION SP. Z O.O. / PayPilot

Role: Software and Technology Provider

PayPilot may provide NEXORA with:

- software;
- application infrastructure;
- API infrastructure;
- wallet technology;
- customer and merchant interfaces;
- KYC/KYB technology;
- AML monitoring technology;
- transaction monitoring technology;
- risk management technology;
- technical integrations;
- software maintenance;
- technical support.

PayPilot acts solely as a technology provider to NEXORA.

PayPilot does not provide the Services directly to Users under these Terms.

C.3 Third-Party Technology

NEXORA may use other technology, infrastructure and service providers where necessary to operate and maintain the Services.

The use of third-party technology does not transfer the contractual relationship with the User from NEXORA to such provider.

C.4 Service Changes

NEXORA reserves the right to:

- add Services;
- remove Services;
- modify Services;

- modify technical infrastructure;
- replace technology providers;
- change supported Digital Assets.

Such changes may be implemented for legal, regulatory, security, technical, operational or commercial reasons.

C.5 Supported Digital Assets

The list of supported Digital Assets may be modified at any time.

NEXORA does not guarantee continued support for any specific Digital Asset.

Users are responsible for monitoring applicable Platform announcements and service disclosures.

SCHEDULE D

PRIVACY AND DATA PROCESSING SUMMARY

D.1 Introduction

NEXORA is committed to protecting personal data and processing information in accordance with applicable data protection laws, including the General Data Protection Regulation ("GDPR") where applicable.

D.2 Categories of Data Collected

Identification Data

- full name;
- date of birth;
- nationality;
- identification information;
- passport or identity document details;
- identity verification information.

Contact Data

- email address;
- telephone number;
- residential address;
- mailing address.

Financial Data

- transaction history;
- payment information;
- wallet activity;
- banking information;
- source of funds information.

Technical Data

- device information;
- IP address;
- browser information;
- application usage data;
- security logs.

Compliance Data

- KYC documentation;
- KYB documentation;
- sanctions screening results;
- risk assessment information;
- AML monitoring records.

D.3 Purposes of Processing

Personal data may be processed for:

- Account creation;
- Service delivery;
- identity verification;
- fraud prevention;
- AML compliance;
- sanctions screening;
- regulatory reporting;
- customer support;
- security monitoring;
- legal obligations.

D.4 Data Sharing

NEXORA may share information where appropriate with:

- PayPilot;
- technology providers;
- payment service providers;
- banking partners;
- identity verification providers;
- compliance service providers;
- regulatory authorities;
- law enforcement authorities;
- other service providers supporting the Services.

D.5 Retention

Data may be retained for periods required by:

- applicable law;
- regulatory requirements;
- AML requirements;
- contractual obligations;
- legitimate business purposes.

D.6 User Rights

Subject to applicable law, Users may have rights including:

- access;
- rectification;
- erasure;
- restriction of processing;
- data portability;
- objection to processing.

Further information is provided in the applicable Privacy Policy.

SCHEDULE E

COMPLAINTS HANDLING PROCEDURE

E.1 Objective

NEXORA seeks to handle complaints fairly, efficiently and consistently.

E.2 Complaint Submission

Complaints may be submitted through:

- customer support channels;
- the Platform;
- official email channels;
- written correspondence.

A complaint should include:

- User identification details;
- description of the issue;
- relevant transaction references;
- supporting documentation, where available.

E.3 Acknowledgement

NEXORA shall acknowledge receipt of a complaint within a reasonable period following submission.

E.4 Investigation

NEXORA may:

- request additional information;
- review transaction records;
- review Account activity;
- conduct compliance reviews;
- review technical records;
- consult relevant technology or service providers.

Users shall cooperate with reasonable requests made during an investigation.

E.5 Resolution

Following completion of an investigation, NEXORA may provide:

- a final response;
- an explanation of findings;
- remedial measures where appropriate.

E.6 Escalation

Where applicable, Users may escalate unresolved complaints to:

- relevant regulatory authorities;
- consumer protection bodies;
- courts of competent jurisdiction.

E.7 Fraud and Compliance Cases

Where a complaint relates to:

- fraud;
- money laundering;
- terrorist financing;
- sanctions;
- regulatory investigations;

NEXORA may restrict or delay disclosure of information where required or permitted by applicable law or regulatory obligations.

FINAL SERVICE PROVIDER STATEMENT

For the avoidance of doubt:

NEXORA FINTECH LTD. is the provider and contracting entity for the Services described in these Terms.

PILOT INNOVATION SP. Z O.O. / PayPilot is solely a software and technology provider supporting NEXORA's Services.

PayPilot provides software, technological infrastructure, APIs, interfaces and other technical functionality to NEXORA.

PayPilot does not provide financial, payment, card, custody, exchange or other Services directly to Users under these Terms solely as a result of providing such technology.

The contractual relationship concerning the Services is between **NEXORA FINTECH LTD. and the User**.

NEXORA remains responsible for the provision of the Services to Users in accordance with these Terms and applicable law.

NEXORA FINTECH LTD.

Company Number: 16862243

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