
General Terms and Conditions

1. Scope

These General Terms and Conditions (**GTC**) apply to the business relationship between EveryFin AG (**EveryFin**) and its users (the **Users** or a **User**) concerning the provision of services by EveryFin. The GTC are deemed applicable as soon as the User registers for the Platform, as defined below, and confirms to have read and understood the GTC.

Any general terms and conditions or other contractual documents of the User are expressly declared inapplicable and are excluded.

2. Agreement

A contract between EveryFin and the User shall only be deemed to have been concluded when EveryFin has confirmed to the User electronically that a User account has been set up (together with the GTC, **Agreement**).

The registration is considered as a mere offer to conclude a contract. EveryFin may refuse to conclude a contract at any time without giving reasons. Potential users have no entitlement to be allowed to use EveryFin's Services, as defined below.

3. Services

3.1. General Remarks

EveryFin is a technical service provider. Through its website solution platform and mobile application, as the case may be, i.e., the user interface (**Platform**), EveryFin provides an aggregation and gateway solution for web3 protocols with a special focus on DeFi and aiming to facilitate the access and management of digital assets (**Services**).

The User needs to register on the Platform and thereby, is required to provide its e-mail address and set a password (**Login Credentials**). EveryFin will confirm to the User if a User account has been opened.

EveryFin collaborates with several third-party service providers to provide its Services. EveryFin selects such third-party service providers in a diligent manner. EveryFin reserves the right to enter, suspend or cease collaborations with third-party service providers in its own discretion. EveryFin further reserves the right to adjust the scope of the Services at any time or to discontinue all Services completely, in which case the User shall not be entitled to any compensation. In the unlikely event that EveryFin adjusts the scope of the Services or discontinues the Services entirely, EveryFin will attempt to notify the User as soon as possible in appropriate manner. Likewise, EveryFin cannot guarantee that the Platform and the Services will be available at all times. The User

understands that EveryFin is not able to offer any support services with regards to the services of third-party service providers and that the User should directly liaise with the third-party service providers for any support services.

In connection with the Services, EveryFin may receive monetary or non-monetary benefits from third parties and may grant such benefits to third parties, in particular for the introduction of Users. EveryFin informs the User in an appropriate manner about the respective bandwidth and the method of calculation of such benefits received from third parties. To the extent that benefits received from third parties are subject to an obligation to pass on to the User, the User hereby expressly waives such rights and acknowledges and agrees that EveryFin may retain these benefits, in whole or in part, as an additional compensation for the Services.

3.2. Wallet Integration

EveryFin technically supports the integration of certain wallets. With such integration, the User can access their wallets of supported third parties over EveryFin's Platform.

If a User wants to open a wallet with a supported third party, the Platform will guide the User through third party's onboarding process. EveryFin is not involved in the opening process with regards to the wallet and has no power to influence the third party's decision to accept or deny a User. EveryFin does not

act as representative or agent of a third-party providing the wallet solution.

EveryFin's Services are limited to the technical integration of third-party wallets only, i.e., EveryFin does not provide its own wallet solution. EveryFin does not have access to the private keys, seed phrases or other means of accessibility to the User's wallets with the third party and has no control over such wallets. EveryFin neither has access to the User's funds nor can EveryFin provide the User with access to the funds, for example through a recovery of access details, in case the User has lost access to its wallet. **The User is at all times responsible to protect the Login Credentials, access to its wallets (for example private keys or seed phrases) and to have adequate backups.**

3.3. Fiat Transfers

Through the Platform, the User is able to access a third-party financial intermediaries' payment solution for fiat transfers. The User will be redirected to the third-party financial intermediaries' payment solution to effect a fiat transfer.

EveryFin is not involved in the registration process with regards to the fiat transfers and has no power to influence the third party's decision to accept or deny a User or to suspend or terminate a business relationship with a User.

EveryFin's Services are limited to the technical integration of third-party financial intermediaries' payment

solutions only, i.e., EveryFin does not provide its own payment solution and is not involved in any payments effected through such a solution and has no access to the Users' funds. EveryFin assumes no liability in case of damages or losses incurred by the use of third-party payment solutions or smart contracts offered by third parties for transactions.

3.4. Staking, Lending and DEX Integration Solution

EveryFin, on its Platform, embeds staking, lending and DEX integration services (swaps) of third-party providers through a smart contract integration (**Integration Solution**). The Integration Solution support staking, lending and DEX services of several blockchain protocols.

EveryFin's services are limited to provision of the Integration Solution only, i.e., EveryFin does not provide staking, lending or DEX services and is not involved in any such transactions effected through such a solution and has no access to the Users' funds. EveryFin assumes no liability in case of damages or losses incurred by the use of third-party staking, lending and DEX solutions.

3.5. Portfolio View

EveryFin offers a portfolio view solution where the User can view and monitor their portfolio of digital assets held on integrated wallets with third-party service providers and are able to track movements in value. The portfolio view solution does

not provide a simulation or a prediction of future values of a User's portfolio of digital assets.

For the portfolio view solution, EveryFin integrates data of third-party exchanges, or other third-party providers of financial data. At no time does EveryFin warrant the accuracy, correctness and/or completeness of the financial data provided from third parties. EveryFin assumes no liability in case of damages or losses incurred by the use of or reliance in the portfolio view solution.

4. Usage Requirements

4.1. Personal Requirements

The User may only use the Services personally and shall in particular not pass on Login Credentials to other persons.

EveryFin verifies the User's permission to access the Platform exclusively on the basis of the Login Credentials entered by the User. Anyone who enters the Login Credentials shall be deemed to be legitimized vis-à-vis EveryFin (regardless of whether this person actually is the User or not) and all entries shall be deemed to have been entered by the User. EveryFin is not obliged to additionally verify the User's identity but may request additional identification at its sole discretion.

4.2. Technical Requirements

The User is required to open a wallet with the supported third parties or connect an

existing wallet of a supported third-party service provider. While EveryFin strives to offer the Services and the Platform for a variety of devices and operating systems, EveryFin cannot guarantee this in all cases.

It is the responsibility of the User to ensure that its devices and operating systems are regularly updated and protected against malware.

5. Obligations of the User

The User must comply with all customary rules of care, especially:

1. comply with all applicable laws and regulations, especially when using the Services over the Platform;
2. comply with the Agreement as well as with instructions by EveryFin with regards to the proper use of the Platform;
3. protect and safeguard all devices or other hardware used to access the Platform or containing access to Login Credentials, keep all respective software updated and protected against malware;
4. if there is a possibility that third parties could have unjustified access to the Login Credentials, immediately notify EveryFin and take all other reasonable precautions;

5. conduct its own due diligence with regards to the use of third-party services.

6. Prohibited User Activities

The User may not access the Platform or use the Services for any purpose other than that for which EveryFin made the Platform available.

In particular, a User agrees not to engage in any of the following activities:

1. access the Platform or use the Services in a manner inconsistent with any applicable laws or regulations;
2. attempt to deceive, swindle, or misinform EveryFin or other Users, especially in any effort to obtain sensitive account information such as Login Credentials;
3. systematically retrieve proprietary data or other proprietary content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from EveryFin;
4. bypass, disable, or interfere with any security-related features of the Platform, including those that prevent or limit the use or duplication of any content or enforce restrictions on the use of the Platform and the content it contains;

5. upload viruses, Trojan horses, or other malicious content;
6. pretend to be another User;
7. disrupt or cause an excessive burden on the Platform or the networks connected to it;
8. intimidate, harass, annoy, or threaten EveryFin's employees, agents, or other Users.

7. Fees

The User hereby understands and acknowledges that for each transaction on the blockchain, a network fee needs to be paid. Further, the User understands and acknowledges that third party service providers may require the User to pay service fees, for example exchange fees, for their services. The User further understands that EveryFin does not levy such network fee nor third-party service fees and cannot influence the amount and payment events of such fees. The User is responsible to pay any network fees and third-party service fees itself, as levied directly by the third-party service providers.

For each transaction that happens on the Platform, except any fiat payments according to section 3.3 or incoming crypto transfers, EveryFin charges a flat fee (**EveryFin Fee**). The User is required to pay the EveryFin Fee to EveryFin in accordance with the separate fee schedule as found under

<https://www.everyfin.fi/index.php/application/>. When effecting a transaction on the Platform, the User will be required to confirm its transactions, including the payment of the EveryFin Fee.

EveryFin reserves the right to amend its fee structures in its own discretion. EveryFin will notify the Users prior to such change in an appropriate manner.

8. No Investment Advice

The information on the Platform, the preselection of certain blockchain infrastructures and third-party service providers as well as solutions and, in particular, the educational content, do not constitute legal, financial or investment advice and are not intended as a recommendation for the purchase or sale of digital assets.

9. Liability

The Services of EveryFin are limited to the provision of integration services into its Platform and the operation of the Platform. EveryFin does not have access to the private keys of the User and therefore cannot access the User wallets itself. **The User is at all times responsible to protect the Login Credentials, access to its wallets (for example private keys or seed phrases) and to have adequate backups.**

EveryFin shall in no case be liable to the User if the damage results from non-compliance of the User with its obligations

under the Agreement (see section 5 of the GTC). In particular, EveryFin shall not be liable in case the User has no adequate backup of the private keys and Login Credentials in place.

EveryFin's liability to the User is limited to diligent performance of the Services and EveryFin does not assume any liability for a specific scope, content or availability of the Services. In particular, EveryFin does not guarantee that the User Interface and/or the Services will be available on a continuous and uninterrupted basis, will be error-free, or that errors will be corrected.

In any case, EveryFin shall be liable to the User solely for damages caused by EveryFin's gross negligence or willful intent. Any liability for slight or medium negligence and any liability for ancillary persons (*Hilfspersonen*) of EveryFin are hereby expressly excluded to the extent permitted by law.

10. Term and Termination

The Agreement has an indefinite term and can be terminated by either party at any time with immediate effect upon written notice according to section 16 of the GTC. Any damage claims or other rights in connection with a termination are hereby expressly excluded.

The User is aware that upon termination, the User can no longer use the Platform.

11. Suspension

EveryFin reserves the right to temporarily or indefinitely block the User's access to the Platform and / or any or all of the Services at any time and without giving any reason if, in its sole discretion, EveryFin deems it appropriate to do so for reasonable grounds. This can be, for example, in case of doubt about the User's entitlement to access the Platform or in case of improper use of the Platform. The User is not entitled to any sort of compensation for the suspension.

12. Data Protection

The privacy notice of EveryFin is available under the following link: everyfin.fi/privacy-policy

13. Non-Assignment

The rights and obligations of the User under the Agreement as well as the contractual relationship as such may not be assigned and/or transferred without the prior written consent of EveryFin.

14. Amendments

EveryFin reserves the right to amend these GTC at any time. Such amendments will be communicated by EveryFin in an appropriate manner and shall be deemed to have been accepted by the User unless an objection is raised in writing within 30 days since the date of notification.

15. Severability

If any part or provision of the Agreement is held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of the Agreement shall nonetheless remain valid. The invalid provision shall be replaced with a valid provision that most closely approximates the economic purpose of the invalid provision. The same procedure shall be followed if the Agreement contains a gap.

substantive law, to the exclusion of the Vienna Convention on the International Sale of Goods.

The exclusive place of jurisdiction shall be the town of Arlesheim, Switzerland.

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Binningen, March 2023 / Version 1

16. Notices

Where a notice under the Agreement is to be made in writing, such form shall be deemed to be complied with in case of a communication in text form by e-mail, unless the signature of one or both parties is explicitly required.

Notices to EveryFin shall be addressed to info@everyfin.fi.

Notices to the User shall be addressed to the e-mail address the User provided during the registration process.

Such notices are considered delivered as soon as they are available on the server of the e-mail provider of the recipient and could thus be retrieved by the recipient.

17. Applicable Law and Jurisdiction

The relationship between the User and EveryFin shall be governed by Swiss