

AtlantEX OÜ

Terms of Service and Client Agreement

Tallinn, 01.01.2026

1. General provisions

- 1.1. These Terms of Service and the Client Agreement regulate the relations between AtlantEX OÜ (registry code 14648093, Masina 22, Tallinn, Harjumaa, Estonia) and the Client upon opening an Account, identifying the Client, receiving, and executing orders, holding crypto assets, transferring, and withdrawing assets, resolving complaints, and terminating relationships.
- 1.2. The contract is concluded in electronic form. The acceptance of the Agreement may be recorded in the interface of AtlantEX OÜ by clicking on the "I Agree" button, in the event log, in another reliable confirmation channel or in a document if it is required by the nature of the service.
- 1.3. The agreement is a framework agreement. Each separate service may also be subject to a transaction confirmation screen, price list screen, risk notification, information about supported assets and networks, and other information disclosed by AtlantEX OÜ if it relates to the relevant transaction.
- 1.4. Nothing in the Agreement constitutes a promise of return, a guarantee of the preservation of the price of a crypto-asset, a guarantee of the uninterrupted operation of the blockchain network, or a guarantee of access to any specific network, except for networks that have been clearly marked as supported by AtlantEX OÜ on the relevant date and that are available on the interface, on the website or in any other public domain of AtlantEX OÜ.

2. Glossary of terms and definitions

- 2.1. Account. The Client's user account in the systems of AtlantEX OÜ.
- 2.2. Client. A natural or legal person who has passed the admission procedure, entered into this Agreement, and uses the services of AtlantEX OÜ.
- 2.3. Crypto-assets. A digital representation of value or entitlement that is transmitted and stored using distributed ledger technology or similar technology.
- 2.4. Order. The client's instructions for placing the transaction, which will be submitted through the Geckard app interface.
- 2.5. Storage. The service of custody and management of crypto-assets on behalf of the client, including keeping records of the client's position, processing of deposits and withdrawals of crypto-assets, benchmarking checks and submission of statements.

- 2.6. Transmission data transfer rule. the requirement to collect, verify, transmit and store the data of the sender and recipient of the crypto-asset transfer in the cases and to the extent provided for in the applicable law.
- 2.7. AML/CFT. Anti-Money Laundering / Countering the Financing of Terrorism.
- 2.8. PEP. Politically Exposed Person, as well as their family members and close associates, as provided for in applicable law.
- 2.9. Internal exchange circuit. The technological contour of the geckard, in which AtlantEX OÜ performs swaps through internal accounting, systematic wallets, and internal liquidity.
- 2.10. Working day. The date on which banks, payment institutions, other payment infrastructure, or competent authorities that are important for the respective transaction are usually operating in Estonia. Complaints and regulatory time limits are subject to the specific time limits set out in the complaints chapter and applicable law.
- 2.11. Gekard. The software and technology platform and internal outline through which AtlantEX OÜ provides the customer interface, internal accounting, order processing, system wallets, and related control procedures.
- 2.12. Supported asset and supported network. A crypto-asset and blockchain network that has been clearly marked by AtlantEX OÜ as available for a specific service, transaction, deposit, withdrawal, or custody on the relevant date.
- 2.13. Internal register. AtlantEX OÜ accounting system, which separately records the rights, balances, reservations, technical statuses, and transactions of each client by supported assets.
- 2.14. Customer assets. The client's fiat currency and crypto-assets, which are accounted for by AtlantEX OÜ separately from AtlantEX OÜ's own funds and assets, within the limits of the requirements of applicable law and internal procedures.
- 2.15. Systematic wallet. A wallet used in the technological contour of AtlantEX OÜ used for receiving, custody, withdrawals, payments, blocks, benchmarking, or other operational purposes, while maintaining individual customer records in an internal registry.

3. Subject matter of the contract and scope of services

- 3.1. AtlantEX OÜ provides the following services to the client:
 - 3.1.1. exchanging the euro for supported crypto-assets and exchanging the supported crypto-assets for the euro.
 - 3.1.2. the exchange of one supported crypto-asset for another supported crypto-asset.
 - 3.1.3. custody and management of supported crypto-assets on behalf of the client.
 - 3.1.4. transfer of supported crypto-assets on behalf of the client within the limits of activated functionalities, supported networks and mandatory verification procedures.

After completing the procedures for acceptance, identification, customer verification, risk assessment, and activation of the respective service.

- 3.2. The main model of the service is service, infrastructure and fulfillment. AtlantEX OÜ does not make investment recommendations, does not engage in portfolio management, does not make investment decisions on behalf of the client and does not assume the client's market risk.
- 3.3. AtlantEX OÜ does not provide banking services under this Agreement, does not accept deposits, does not issue electronic money, does not provide credit, margin products, derivatives, staking, lending, interest on balance, income products or other services that are not clearly included in the list of activated services.
- 3.4. In the case of swaps, AtlantEX OÜ will disclose to the Client the final price or the procedure for determining it, the applicable commissions, network fees, costs, and conditions under which the order will be considered final before confirming the transaction.
- 3.5. The exchange service of AtlantEX OÜ is based on the execution of the client's order in the internal exchange circuit of Geckard. If the transaction is executed at the expense of AtlantEX OÜ's own liquidity, the price, the procedure for determining it, commissions and the terms of finality will be disclosed to the client before the transaction is confirmed.
- 3.6. AtlantEX OÜ does not treat the client's fiat money as a deposit or a balance intended for independent storage outside the purpose of executing the transaction. The euro is used as the settlement currency for exchange, return, and related settlements, unless the customer is clearly disclosed otherwise and is not prohibited by applicable law.
- 3.7. AtlantEX OÜ provides services only in relation to supported crypto-assets, networks, channels, and jurisdictions. The presence of crypto-assets on the market does not in itself mean that AtlantEX OÜ endorses such asset, network, or related transfer.

4. Customer categories and reception

- 4.1. AtlantEX OÜ has the right to serve private and corporate clients within its business policy, risk appetite, legal perimeter, supported jurisdictions and activated services.
- 4.2. AtlantEX OÜ has the right to refuse to establish a relationship if the client does not meet the internal acceptance criteria, does not provide sufficient information, participates in a prohibited jurisdiction, a risk of sanctions, an opaque ownership structure or any other unacceptable risk.
- 4.3. AtlantEX OÜ has the right to establish limits based on the client category, asset type, network, banking channel, transaction volume, transaction frequency, jurisdiction, origin of funds and other risk parameters.
- 4.4. The main target area of AtlantEX OÜ's services is made up of clients of the European Union and the European Economic Area. The service of customers from third countries is allowed

only after verification of legal admissibility, sanction status, AML/CFT risk and technical feasibility of providing the service.

- 4.5. AtlantEX OÜ does not direct services to U.S. and Canadian customers and does not accept customers from jurisdictions where the provision of such service is prohibited, restricted, or poses an unacceptable regulatory risk to AtlantEX OÜ.

In the case of a client with a higher risk, AtlantEX OÜ has the right to apply a reinforced control, a lower limit, an extended package of documents, a postponement of the activation of the service, a manual review of the transaction or a refusal of acceptance.

5. Customer identification, verification, and profile review

- 5.1. Before commencing the provision of services, AtlantEX OÜ identifies and verifies the client, its representative, beneficial owner, the purpose of the relationship, the expected nature of the transactions and, if applicable, the origin of funds and the origin of assets.
- 5.2. The Client is obliged to provide complete, accurate, up-to-date, and verifiable data and to notify without delay of any changes in name, address, nationality, tax status, beneficial ownership structure, bank account, contact details, sanction status, and other significant circumstances.
- 5.3. AtlantEX OÜ has the right to request additional documents and data before opening an account and throughout the relationship, including documents on the origin of funds, the origin of crypto-assets, the economic content of transactions, business activities, ownership structure, counterparties and the purpose of the transfer, and other documents.
- 5.4. The client's risk profile is dynamic. AtlantEX OÜ has the right to review it at any time and, as a result of the review, change the limits, monitoring mode, availability of the service and the list of required documents.
- 5.5. AtlantEX OÜ does not support anonymous accounts or other relationships that are expressly prohibited by law or internal procedures.
- 5.6. The Client agrees to AtlantEX OÜ's Terms and Conditions for the Provision of Services, Commissions, Pricing Policy, Risk Information, Data Processing Policy, and Exchange Finality Terms and Conditions.
- 5.7. The Client confirms that he/she will not act on behalf of a prohibited person, sanctioned person, hidden beneficial owner, third party or other person in a manner that prevents AtlantEX OÜ from complying with AML/CFT, sanctions control, risk management or regulatory obligations.
- 5.8. AtlantEX OÜ does not make exchange transactions with a client who has not passed identity verification, verification, or risk assessment.

- 5.9. AtlantEX OÜ does not serve a client who is subject to sanctions, is related to a subject of sanctions, acts in the interests of a sanctioned person or whose transaction may violate international, European, or national sanctions.
- 5.10. AtlantEX OÜ does not serve a client located in a prohibited jurisdiction, a high-risk jurisdiction, or a jurisdiction where AtlantEX OÜ cannot provide the service on legal, technical, or risk-based grounds.
- 5.11. AtlantEX OÜ does not serve a client whose identity, origin of funds, origin of assets, purpose of the transaction, counterparty, address, wallet, or transaction behavior is not sufficiently verifiable or indicates a risk of money laundering, terrorist financing, sanctions evasion, fraud, fraud, corruption, illegal activity, or other abuse.
- 5.12. AtlantEX OÜ may refuse to perform a transaction or service if the client submits false information, fails to provide information, refuses to submit documents, uses third-party funds without proper grounds, or violates the terms and conditions of provision of services.
- 5.13. AtlantEX OÜ may refuse a transaction if the transaction exceeds the limits of the client or AtlantEX OÜ, the liquidity of the asset or network is insufficient, the price cannot be reliably determined, the market is disrupted, a technical failure prevents execution, or the transaction requires manual verification, as a result of which the execution of the transaction is not allowed.
- 5.14. The decision to refuse, suspend or restrict must be based on a documented basis. The customer will be provided with an explanation to the extent permitted by applicable law, AML/CFT requirements, sanctions regime, security requirements, and internal control restrictions.

6. Client's orders and execution procedure

- 6.1. The client shall be responsible for the correctness of the parameters of the order, including the asset, volume, address, network, and limit parameters, and shall confirm the agreement with the application of the final price of the crypto asset and the cost of the service.
- 6.2. AtlantEX OÜ considers final only the order that has passed the prescribed technical and technical checks and verification procedures, and which has been adopted by an automatic software system or separately approved by the responsible employee of AtlantEX OÜ.
- 6.3. AtlantEX OÜ executes the Client's Order in accordance with the execution procedure applicable to the Service, the published price, the terms, and conditions of the finality of the Order, the total costs, the speed and probability of execution and settlement, the size of the transaction and the nature of the assets.
- 6.4. The Client must only use assets, networks and service channels supported by AtlantEX OÜ. The transaction is not conducted in an asset, network, or manner that is not supported by the Company or that is subject to a temporary or permanent restriction.

- 6.5. All transactions are initiated by the client. AtlantEX OÜ does not enter into transactions on its own initiative, except for the activities clearly prescribed in the Agreement, which are necessary for safekeeping, benchmarking, returns, correction of a technical error, protection of the client or compliance with the law.
- 6.6. In providing services, AtlantEX OÜ acts in accordance with the order execution procedure and documents the important parameters of the transaction:
 - 6.6.1. before confirming the transaction, the client receives the final cost or the procedure for determining it, the applicable commissions, network fees, costs, and the validity period of the quotation.
 - 6.6.2. Any material deviation, routing error, technical incident, manual intervention, and other exceptions are subject to logging, internal review, and corrective action.
 - 6.6.3. AtlantEX OÜ retains a verifiable trail of the relevant parameters of the transaction, including the client identifier, the order identifier, the time of placing and confirming the order, the price or price source applied, commissions, network fees, execution status, manual decisions, and grounds for refusal or suspension, if such decisions were made.
 - 6.6.4. If a transaction requires a manual review, AtlantEX OÜ will fix the basis for the manual review, the outcome of the review, and the person or function responsible for the decision made within the applicable internal authority.
- 6.7. Within the framework of the exchange service, AtlantEX OÜ executes orders in the internal exchange circuit of Gekard. The result of the transaction is formed according to the rules of the platform, is reflected in the internal calculations, is linked to the client and the transaction identifier and is then transferred to the client's account.
- 6.8. AtlantEX OÜ has the right not to accept an order or to suspend its execution if the order contains an obvious error, does not pass the limit check, is associated with an increased AML risk, violates sanctions restrictions, does not correspond to the supported asset, network or channel, or does not have mandatory data attached to it.
- 6.9. Between the time the order is sent, confirmed, and the actual execution, the price and network parameters may change. AtlantEX OÜ discloses to the client the up-to-date price or the procedure for determining it before confirming the transaction and executes the transaction within the terms of the confirmed order.

7. Price, commissions, costs, and cost disclosure method

- 7.1. Before confirming the transaction, AtlantEX OÜ discloses to the client the final price or an understandable procedure for determining it, the applicable commission, network fee, and other cost related to the transaction.
- 7.2. If the transaction is executed on the basis of a quote, such quotation is valid only within the timeframe, volume and other conditions indicated in the interface. After the expiry of the term, a new quotation or other price confirmation is required.

- 7.3. In the case of the exchange service, AtlantEX OÜ publishes on the website or on any other medium available to the Client the composition of the costs and commissions by type of service. At the stage of preparing the order, a brief summary of the cost is reflected in the transaction confirmation window.
- 7.4. If the price is formed by the use of a spread, mark-up, discount or other price parameter, such parameter will be taken into account as part of the final cost of the transaction and will be disclosed to the client in the form of a description of the price, commission or other understandable cost before the transaction is confirmed.
- 7.5. AtlantEX OÜ is not obliged to disclose to the client the internal technical calculation parameters concerning security, risk management, liquidity, or protection against abuse, if the final price or an understandable procedure for determining it has been disclosed to the client before the transaction is confirmed.
- 7.6. The exact amount of the commission depends on the type of service, client category, transaction volume, asset liquidity, selected network, network fee, applicable limit, and other parameters disclosed to the client prior to confirmation of the transaction.
- 7.7. The Client shall calculate its tax liabilities independently, unless a mandatory legal provision clearly imposes an obligation on AtlantEX OÜ to withhold, transfer or disclose the relevant amounts.

8. Client fiduciary protection

- 8.1. The Client's fiduciary money received in connection with the services of AtlantEX OÜ is used only for the execution of the respective transaction, return to the Client or other lawful transfer. It is not used to finance AtlantEX OÜ's own activities, it does not participate in the management of its liquidity, and it does not constitute a resource for generating income.
- 8.2. Such funds are recognised as a liability to the client until the transaction is executed, returned, or otherwise lawfully transferred.
- 8.3. If applicable law requires the Client's funds to be deposited in a separate account, AtlantEX OÜ shall ensure that such funds are deposited in a separate account with a credit institution or other organization permitted by law no later than by the end of the next business day.
- 8.4. If the bank calculates interest or other financial advantage on the client's funds placed on the basis of the requirements arising from the Client's Funds Protection Act, such calculation does not constitute the income of AtlantEX OÜ and must be calculated for the benefit of the client or the affected group of clients according to an internal allocation methodology that corresponds to the nature of the account and the applicable law.
- 8.5. If a separate part of the Payment Transaction is executed by an authorized third party, AtlantEX OÜ will disclose to the Client the nature of such participation and the limits of its service prior to the completion of the transaction or as otherwise permitted by applicable law.

- 8.6. Prior to the execution of the swap or other prescribed operation, the client's fiduciary currency shall retain the character of the client's funds and shall not become the income of AtlantEX OÜ.
- 8.7. AtlantEX OÜ keeps a record of the client's fiduciary money separately from its own funds to the extent necessary to confirm the amount of each liability to the client, perform a comparative check, execute a transaction, return funds, and comply with the requirements of applicable law.
- 8.8. The Client's fiat currency is not subject to a guarantee of the preservation of the value of the crypto-assets, investment protection, or a guarantee of return. The protection of such funds shall be subject to the requirements of applicable law regarding the custody of client funds and within the internal procedures of AtlantEX OÜ.

9. Safekeeping of crypto-assets and the procedure for their return

- 9.1. The custody service includes ensuring the custody of the client's supported crypto assets, keeping records of the client's positions, processing deposits and withdrawals, internal and verification comparisons, position statements, and other related activities clearly provided for in this Agreement and the internal procedures of AtlantEX OÜ.
- 9.2. AtlantEX OÜ provides a storage service in the model of independent storage in the technological contour of its Geckard. Private keys and other means of accessing system wallets are under the control of AtlantEX OÜ within its infrastructure. The internal register records the rights of each client separately.
- 9.3. At the blockchain network level, AtlantEX OÜ has the right to use common wallets, provided that each customer's rights are accounted for individually in an internal registry, the customer's and its own assets are accounted for separately, regular benchmarking checks are conducted, and each customer's position can be restored.
- 9.4. The use of a common blockchain wallet does not imply a blending of clients' rights with each other or AtlantEX OÜ with its assets, as long as each client's position is recorded in a separate internal register and validated by benchmarking.
- 9.5. AtlantEX OÜ performs regular comparison checks between the internal register, system wallets, blockchain data, and accounting entries. The discrepancy identified is subject to internal review, documentation, and corrective action.
- 9.6. AtlantEX OÜ does not use the Client's Crypto Assets for its own trading, lending, securing the liabilities of AtlantEX OÜ or third parties, and does not place the Client's Crypto Assets in income schemes.
- 9.7. AtlantEX OÜ maintains an internal register of the client's positions for each supported crypto-asset, records the available balance, reserved balance, transactions under control and other technical statuses necessary for correct accounting. The Company shall provide the

Client with an extract in electronic form within a reasonable period of time at the request of the Client.

- 9.8. If the loss of the Crypto-assets or the means of access to them occurred due to a cause attributable to AtlantEX OÜ under applicable law, AtlantEX OÜ shall be liable within the limits of mandatory legal provisions and this Agreement.
- 9.9. The Client's crypto-assets are not part of AtlantEX OÜ's own assets and are not to be used to satisfy the claims of AtlantEX OÜ's creditors to the extent that arises from applicable law and proper separate accounting.
- 9.10. AtlantEX OÜ does not guarantee the recovery of unsupported assets, erroneous transfers, or transfers made on the wrong network. AtlantEX OÜ has the right, but not the obligation, to take reasonable restoration measures if it is technically possible, lawful and does not create an unacceptable risk.

10. Deposits and withdrawals of crypto-assets and fiat currencies

- 10.1. AtlantEX OÜ accepts only supported assets, networks, and channels for servicing. The transfer of unsupported assets, the selection of the wrong network, the indication of the wrong address or additional identifier memo or label shall be at the risk of the client, unless the error occurred through the fault of AtlantEX OÜ.
- 10.2. Fiat money withdrawals are only allowed to a bank account that belongs to the customer and has been previously verified by AtlantEX OÜ.
- 10.3. The withdrawal of crypto-assets is only allowed to the address, network, and other parameters that AtlantEX OÜ has accepted for processing. AtlantEX OÜ has the right to use the allowed lists of addresses, waiting time, re-confirmation, re-identification of the client, verification of address ownership and other protective measures.
- 10.4. In the case of a deposit of crypto-assets, AtlantEX OÜ verifies the transaction data, the source address, network confirmations, counterparty details if required, and the result of automatic or manual AML checks. Until these steps are completed, the receipt is recorded in technical status and does not become the customer's free balance.
- 10.5. In the case of a withdrawal of crypto-assets, AtlantEX OÜ has the right to request the recipient's data, proof of address, documents on the economic content of the transaction and other data if it is required on the basis of the level of risk, the rule for forwarding transfer data, the sanctions regime or internal controls.
- 10.6. In the case of a transfer to an address in the amount of more than 3,000 EUR equivalent, AtlantEX OÜ has the right to apply additional risk management measures prescribed by legislation and internal procedures.
- 10.7. If a client has sent a fiduciary currency without a subsequent order and requests a refund, AtlantEX OÜ will issue a refund to the client's verified account after completing the mandatory checks and withholding the disclosed costs, if applicable.

- 10.8. AtlantEX OÜ shall not be liable for any delay caused by the actions of the client's bank, payment system, blockchain network, validator, miner, exchange, other external participant, or authority, unless such delay is due to a breach of AtlantEX OÜ's obligations.
- 10.9. A transaction with crypto-assets can be considered technically completed only after the required number of network confirmations have been achieved, AtlantEX OÜ has passed the checks, and the result has been recorded in the internal register.
- 10.10. If a transaction with a crypto-asset has become irreversible on the blockchain network, AtlantEX OÜ is not obliged to cancel such transaction, unless the applicable law clearly provides for a different result or the error occurred for a reason attributable to AtlantEX OÜ.

11. AML/CFT, sanctions and transfer data transfer rule

- 11.1. The Client confirms that it will use the services of AtlantEX OÜ only for lawful purposes, on its own account or on behalf of a disclosed and verified beneficiary, will not violate sanctions, circumvent export control restrictions, finance terrorism, or conceal the origin of funds.
- 11.2. AtlantEX OÜ has the right to apply automatic and manual monitoring measures to the client and its transactions, including sanctions screening, PEP checking, negative information checking, blockchain data analysis, counterparty evaluation, recurring risk score, and atypical behavior analysis.
- 11.3. AtlantEX OÜ has the right to request additional data, reject the transaction, impose a temporary block of processing, restrict the use of the account, terminate the relationship, and submit a mandatory notice to the competent authority if required by law, without the separate consent of the client.
- 11.4. If a specific Crypto-asset transfer is subject to the requirements of the transfer data transfer rule, the client is obliged to provide the required data of the sender, recipient, controlling person, purpose of the transaction and other data to the extent required by AtlantEX OÜ based on the law and the nature of the transaction.
- 11.5. If mandatory data is missing, incomplete, contradictory or raises doubts, AtlantEX OÜ has the right to delay, refund, refuse or terminate the transfer depending on the level of risk and legal requirements.
- 11.6. AtlantEX OÜ has the right to verify the data of the wallet, address, counterparty, and origin of the crypto-assets before crediting, transferring, exchanging, or returning the asset. Until the verification is complete, the asset or transaction may be in technical, restricted, or blocked status.
- 11.7. The Client acknowledges that AML/CFT requirements, sanctions control and transfer data transfer rule may result in delay, refusal, refund, account restriction, or termination of the relationship even if the Client considers the transaction to be commercially urgent.

- 11.8. AtlantEX OÜ is not obliged to disclose to the client the fact of submitting a suspicious transaction notice, the content of the communication with the competent authority or the internal evaluation logic if such disclosure is restricted by law.
- 11.9. The decisions of AtlantEX OÜ regarding AML/CFT, sanctions and the transfer data transfer rule take precedence over the commercial interest in closing the transaction.

12. Communication, statements, and record retention

- 12.1. Official communication channels are the self-service environment, the customer's verified e-mail address, the official addresses of AtlantEX OÜ published on the website or in the interface, and other channels that are clearly marked as official.
- 12.2. The notice is deemed to have been delivered when it has been sent to the last confirmed channel of the client and AtlantEX OÜ has reasonable grounds to believe that the notice became available to the client.
- 12.3. AtlantEX OÜ retains transaction history, order confirmations, statements, security logs, identification documents, complaint data, and other records within the time limits established by applicable law and internal policies.
- 12.4. The Client is obliged to independently maintain copies of important transaction confirmations, statements, and notices. The absence of a copy of the client's own does not deprive AtlantEX OÜ of the right to rely on its records, provided that they have been meticulously kept.
- 12.5. If the Client discovers an error, unauthorised access, erroneous execution of the Transaction or any other non-compliance in the Statement, the Client is obliged to notify AtlantEX OÜ thereof without delay.

13. Authentication tools and security

- 13.1. The Client is obliged to ensure the confidentiality of his/her user IDs, passwords, devices, verification codes, e-mail addresses, and other means of authentication used to access the services of AtlantEX OÜ.
- 13.2. The Client shall not grant access to the Account to third parties, use joint access, circumvent technical limitations, interfere with the operation of the interface, circumvent identification procedures or place orders on behalf of another person without proper authorization and disclosure.
- 13.3. The Client is obliged to immediately notify AtlantEX OÜ of any compromise of the password, device, email, bank account or withdrawal address, suspicion of phishing, social engineering, unauthorized access, or any other security threat.

- 13.4. AtlantEX OÜ has the right to require multi-factor authentication, periodic password renewal, device re-verification, customer re-identification, delay of high-risk activities, and other protective measures.
- 13.5. Until receiving a notice from the client, AtlantEX OÜ has the right to rely on correct authentication as a confirmation of the client's authorization, unless the circumstances clearly indicate otherwise.

14. Complaints and procedures for their examination

- 14.1. The Client may file a complaint against AtlantEX OÜ free of charge in electronic form or on paper. AtlantEX OÜ publishes on the website and in the customer interface a description of the procedure for resolving complaints, available channels for submission, a complaint form and contact details.
- 14.2. The complaint shall be accepted in the language used by AtlantEX OÜ in the marketing of the respective service or in ordinary communication with the client, as well as in another language if required by mandatory legal provisions.
- 14.3. The complaint form and complaint rules are published in the "Complaint Resolution" section of the AtlantEX OÜ website and must comply with the complaint form, content, and review procedure requirements applicable to crypto-asset service providers.
- 14.4. AtlantEX OÜ accepts complaints by means of a published complaint form or other notice, from which the client, the object of the complaint, the affected service, the facts, and the desired result can be determined.
- 14.5. AtlantEX OÜ keeps a register of complaints, records the date of receipt, the subject of the complaint, the affected service, the person responsible for the review, important documents, the decision made, the date of the response and corrective actions if necessary.
- 14.6. AtlantEX OÜ confirms receipt of the complaint without delay. If necessary, AtlantEX OÜ will request clarifications and additional documents, provide the contact details of the responsible person, and indicate the deadline for the review.
- 14.7. The complaint will be examined fairly, consistently, and independently of day-to-day operational functions. The complaint is registered as a separate case and must be documented.
- 14.8. AtlantEX OÜ will send a reasoned final response within the time limit set out in the internal complaint resolution procedure and in any case no later than two months from the date of receipt of the complaint unless a mandatory legal provision provides for a shorter deadline.
- 14.9. If the complaint is rejected in whole or in part, AtlantEX OÜ will state the main reasons for the decision and inform the client of the possibilities of further contestation or out-of-court dispute resolution, if required by law.

14.10. Filing a complaint does not suspend mandatory AML/CFT, sanctions, security, and enforcement measures by a competent authority's decision.

15. Suspension of transactions, restrictions, and termination of the contract

15.1. AtlantEX OÜ has the right to suspend a separate transaction, restrict access to the service, impose a limit, put the account into control mode, temporarily freeze the withdrawal, or terminate the contract if required by law, sanctions regime, security considerations, risk level, or customer protection.

15.2. Without limiting the generality of clause 15.1, AtlantEX OÜ has the right to terminate the Agreement if the Client has provided false information, evades verification, violates the terms of the Agreement, uses the Services in violation of the law, acts outside of AtlantEX OÜ's risk appetite or maintains an opaque ownership structure.

15.3. Unless prohibited by law and does not create an unacceptable risk, AtlantEX OÜ will send a notice to the Client about the termination of the Agreement or a material limitation of the Service.

15.4. Upon termination of the Agreement, AtlantEX OÜ shall close the Client's access to the Service, stop accepting new orders, complete or cancel unfinished transactions in accordance with the permitted procedure, and arrange for the return of assets to the extent that such return is permitted by law and mandatory checks are completed.

15.5. The termination of the Agreement shall not terminate the Client's obligation to provide the information necessary for the return of assets, closing the position, completion of the Control, AML/CFT, Sanctions Control, Accounting, Tax Accounting, Record Storage, and AtlantEX OÜ Rights Protection Requirements.

15.6. If the return of the property is not possible due to a sanction restriction, a decision of a competent authority, lack of required data, an unsupported network, a technical impossibility or the risk of violation of the law, AtlantEX OÜ will document the basis for the impossibility of restitution and apply the permitted procedure for further accounting or storage.

15.7. AtlantEX OÜ has the right to hold the client's assets to the extent necessary to comply with the mandatory requirements of the law, to comply with the decision of a competent authority, to complete an investigation, to cover disclosed costs or to settle an open position.

16. Liability of the parties

16.1. Each party shall be liable for any direct damage caused to the other party as a result of its breach of this Agreement to the extent permitted by mandatory law and this Agreement.

16.2. AtlantEX OÜ shall not be liable for the client's loss caused by the change in the market price of the crypto-assets, volatility, insufficient liquidity in the market, delay of the confirmation in the network, network branching, network congestion, vulnerability of the smart contract,

actions of the client's bank or other external participant, if such an event did not arise due to a breach of the obligations of AtlantEX OÜ.

- 16.3. AtlantEX OÜ is not liable for indirect damage, expected income, decrease in the value of property due to market movement or any other damage that is not related to the breach of AtlantEX OÜ's obligation.
- 16.4. In the case of the custody of crypto-assets service, the limitations of liability apply only to the extent permitted by mandatory legal provisions. If AtlantEX OÜ is liable for the loss of crypto-assets due to an event attributable to AtlantEX OÜ, the monetary compensation limit shall not exceed the market value of the lost crypto-assets at the moment of the loss, unless another imperative norm provides otherwise.
- 16.5. The Client is responsible for the reliability of the data provided to AtlantEX OÜ, the legality of the origin of assets, the legality of orders, the use of the services in accordance with the law and the proper compliance with security requirements.

17. Consumer rights and mandatory rules

- 17.1. If the customer is a consumer for the purposes of the law of obligations, the mandatory rules of consumer protection and the rules of distance selling financial services, if applicable, shall apply considering the provisions of this Agreement.
- 17.2. AtlantEX OÜ shall provide the consumer with information about AtlantEX OÜ, the service, the price, the risks, the complaint procedure, and other matters before entering into a contract, if such disclosure is required by a mandatory legal provision.
- 17.3. Any right of withdrawal of a consumer from a distance contract, the consequences of early performance of a service and the limits of such a right shall be determined by a mandatory legal provision and shall be disclosed to the consumer before the commencement of the provision of the service, if such disclosure is required.
- 17.4. None of the terms of this contract deprive the consumer of the protection afforded by the mandatory legal provisions of the Republic of Estonia to the extent that such protection applies.

18. Outsourcing and third parties

- 18.1. AtlantEX OÜ has the right to engage third parties for separate functions, including ICT support, cloud infrastructure, document verification, sanctions screening, blockchain data analysis, auditing, record keeping, customer communication servicing, and other auxiliary functions.

- 18.2. The involvement of a third party does not change the contractual relations between AtlantEX OÜ and the Client and does not in itself release AtlantEX OÜ from liability to the Client to the extent provided by law and this Agreement.
- 18.3. Outsourcing must not impair the quality of internal controls, impair access to information and premises by competent authorities, impede data protection, or compromise the continuity of services.
- 18.4. For the purpose of providing the service and complying with the law, AtlantEX OÜ has the right to forward operational instructions and data to the involved service providers and counterparties to the extent necessary for the performance of the contract and the legal obligation of AtlantEX OÜ.
- 18.5. Within the framework of the provision of services, AtlantEX OÜ considers the security systems used by service providers in the performance of subcontracted functions. Once a service provider has confirmed compliance with ISO 27001:2022, AtlantEX OÜ will use this fact as one of the elements to assess the reliability, durability, and control of the service provider, without transferring the responsibility for customer service to such service provider.
- 18.6. Critical and significant functions transferred to a third party shall be assigned to an internal owner and shall be subject to periodic review, risk assessment, access control, confidentiality requirements, incident requirements, audit rights or equivalent controls, and a replacement or exit plan if required by the nature of the function.
- 18.7. The transfer of the function to a third party does not give such person the right to independently dispose of the Client's assets or change the Client's records outside of the technical and contractual authority confirmed by AtlantEX OÜ.

19. Personal data and confidentiality

- 19.1. AtlantEX OÜ processes the client's personal data to the extent necessary for the conclusion and performance of the contract, for the fulfilment of AML/CFT, sanctions, security, accounting, complaint resolution, and the rights protection obligations of AtlantEX OÜ.
- 19.2. Detailed information on the composition of the data, legal bases, retention periods, data recipients, international transfers, and the rights of the data subject will be disclosed in a separate privacy notice.
- 19.3. When processing personal data for the purposes of AML/CFT, sanctions control, security, incident investigation, complaints, and protection of the rights of AtlantEX OÜ, AtlantEX OÜ applies the principle of necessity, access segregation, logging of essential operations and retention periods established by applicable law and internal policies.
- 19.4. Data that is necessary for the fulfilment of a legal obligation or for the protection of the rights of AtlantEX OÜ may be stored within the retention period established after the termination of the agreement, even if the client no longer uses the services of AtlantEX OÜ.

- 19.5. AtlantEX OÜ has the right to transfer data to banks, payment service providers, IT and security service providers, providers of AML solutions, auditors, consultants, state authorities, and other persons to the extent necessary for the performance of the contract, compliance with the law and protection of the rights of AtlantEX OÜ.
- 19.6. The Client undertakes not to disclose confidential information of AtlantEX OÜ that it has obtained through the use of the Service and that is not intended for public distribution.

20. Amendment of the Agreement

- 20.1. AtlantEX OÜ has the right to amend this Agreement, the Annexes, the list of supported assets, limits, channels, procedures, and other elements of the Service if it is due to changes in the law, supervisory practices, security requirements, risk model, composition of the Service or technical infrastructure.
- 20.2. AtlantEX OÜ shall notify the Client of any significant changes that affect the client's situation or the procedure for providing the service within a reasonable period of time, unless otherwise stipulated by law, security measures, or the decision of the competent authority.
- 20.3. The change necessary for the immediate compliance with the law, the sanction regime, the security measure, the decision of the competent authority, or the elimination of a critical vulnerability shall enter into force on the date indicated by AtlantEX OÜ.
- 20.4. Continuing to use the Service after the entry into force of the amendments shall be deemed to be the Client's consent to the amendments to the extent that such method of accepting the amendments is permitted by a mandatory legal provision.

21. Applicable Law and Dispute Resolution

- 21.1. This Agreement shall be governed by the law of the Republic of Estonia, considering the directly applicable legislation of the European Union.
- 21.2. The parties try to resolve the dispute through the complaint procedure and direct negotiations.
- 21.3. An unresolved dispute is assigned to the competent court of Estonia to adjudicate unless a mandatory legal provision provides for a different procedure.
- 21.4. The existence of a complaint, inspection, AML/CFT measure, sanction restriction, or communication between AtlantEX OÜ and an authority does not create a presumption of unlawfulness of such a measure.

22. Final provisions

- 22.1. The Agreement shall enter into force from the moment of acceptance by the Client or at any other moment that AtlantEX OÜ has clearly indicated in the interface or notice.

- 22.2. If a separate provision of the Agreement is declared invalid, unenforceable, or unenforceable, this shall not affect the validity of the remaining provisions.
- 22.3. The client version of this Agreement will be published only after the completion of the elements that will be disclosed via the website, interface or other related documents, including the complaint form, list of supported assets and networks, price lists, limits, risk disclosures and contact details, and after approval by the management board of AtlantEX OÜ.

Supported crypto-assets and networks as of revision date.

The list reflects the supported assets and networks as of the revision date. AtlantEX OÜ has the right to amend the list in accordance with the procedure provided for in the contract and related disclosures. Backing an asset on one network does not mean backing the same asset on another.

Crypto-assets	Network	Standard
BTC	Bitcoin	the original UTXO standard
ETH	Ethereum	Original standard
USDC	Ethereum	ERC-20
USDC	TRON	TRC-20
TRX	TRON	Original standard