



Terms of Service

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Nexdesk SIA

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1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

1.1.1. The following words when capitalized in these Terms of Service have the following meanings:

- a. **Account** – an account created by us to you in order to benefit from our Services in accordance with these Terms of Service.
- b. **Nexdesk SIA, “we,” “us,” or “our”** – Nexdesk SIA, a company incorporated and validly existing under the laws of the Republic of Latvia, registered with the Commercial Register of the Republic of Latvia under registration code 40203611803, with its registered office at Mihaila Tāla iela 1, Rīga, LV-1001, Latvia, incorporated on 16 December 2024. Nexdesk SIA is crypto-asset service provider, whose economic activity has been registered with the State Revenue Service since 17 December 2024, and who, on (date), submitted an application to the Bank of Latvia for a licence, in accordance with Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on Markets in Crypto-Assets (MiCA).
- c. **Client or you** – an individual or a legal entity registered with us, holding the Account with us and using our Services.
- d. **Crypto-Assets** – Crypto-assets supported by us in accordance with these Terms of Service. Hyperlinks to any crypto-asset white papers for the crypto-assets in relation to which we are providing services are available via this hyperlink:

<https://www.circle.com/legal/mica-usdc-whitepaper>;

<https://www.circle.com/legal/mica-eurc-whitepaper>.

Nexdesk has not issued a MiCA crypto-asset white paper for Bitcoin or Ethereum because these assets are fully decentralized and have no identifiable issuer. Consequently, they fall outside the scope of MiCA’s white-paper requirements, which apply only to issuers who offer crypto-assets to the public or seek their admission to trading.

- e. Information related to the principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism used to issue each crypto-asset in relation to which we provide services is displayed on the Nexdesk Website.
- f. **FIAT Currency** – government-issued currency, that is designated as legal tender in its country of issuance through government decree, regulation or law.

- g. **Order** – a trading order is an instruction from a client to exchange a certain amount of one asset for another at a predetermined price (rate). A trading order is considered created at the moment when the client expresses their consent to exchange assets at the price offered by Nexdesk, through interaction with the platform's web interface, by filling out the form in the OTC desk section of the web interface. .
- h. **Nexpay** - a limited liability company organized and existing under the laws of the Republic of Lithuania, registration code 304708124, having its registered office at Žalgirio st. 90-100, Vilnius, Lithuania and holding unlimited electronic money institution license No 18 issued by the Lithuanian financial supervisory authority Bank of Lithuania (Gedimino av. 6, 01103 Vilnius, Lithuania; email: info@lb.lt, pt@lb.lt), as of 10 October 2017 (https://www.lb.lt/lt/frd-licencijos/view_license?id=427).
- i. **Other Payment Account** – a payment account opened in your name with another duly licensed financial institution in the European Economic Area, which may be designated for use with our Services subject to our approval.
- j. **Platform** – an IT solution developed by us in order to benefit from our Services.
- k. **Restricted person** - Persons listed under sanctions or trade-control regimes, individuals or entities that appear on Economic or trade sanctions lists and Terrorism blacklists.
- l. **Services** – execution of orders for crypto-assets, custody and administration of Crypto-assets, transfer services for Crypto-assets and any other services provided by us to you in accordance with these Terms of Service.
- m. **Terms of Service** – these Terms of Service.
- n. **Operating hours** – From 09:00 to 17:00 (GMT+3, local time in Riga, Latvia), from Monday to Friday, excluding public holidays.
- o. **Transaction** – conversion on the Platform in accordance with these Terms of Service.
- p. **Website** – nexdesk.io.

1.2. INTERPRETATION

- 1.2.1. References to Sections and Articles, unless stated or the context requires otherwise, shall be construed as references to Sections and Articles of these Terms of Service.
- 1.2.2. References to legal acts (if any) shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legal act.
- 1.2.3. In these Terms of Service:

- a. words in the singular include the plural and vice versa;
- b. references to persons includes legal persons, unincorporated associations and partnerships, regardless of not having a separate legal personality;
- c. words importing the masculine gender include the feminine and the neuter and vice versa;
- d. words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. words in the singular include the plural and vice versa;

2. SCOPE OF TERMS OF SERVICE

- 2.1. These Terms of Service govern the use of the Platform, including, but not limited to, opening the Account and provision of our Services that are available to you at any time during our relationship with you. We are solely entitled to define the scope of the Services available to you at any time during our relationship with you. Together with the Privacy Policy, and any other document (if any), these Terms of Service constitute a legally binding relationship between you and us.
- 2.2. Persons that are not registered with will not be able to access the Platform and use our Services.

3. ACCESS TO OUR SERVICES

3.1. GENERAL

- 3.1.1. By accepting these Terms of Service, you hereby confirm that you understand that accessibility to the Platform and our Services will be subject to your assessment, including, but not limited to the AML/KYC assessment, to be carried out by us before issuing you with the Account. Therefore, by accepting these Terms of Service, you also hereby confirm that you are obliged to submit any and all information, data or documents requested by Nexdesk. Failure to comply with this provision will result in rejection of your application or termination of business relationship.
- 3.1.2. We reserve the right to refuse any registration, or to suspend transactions from or to, or terminate any relationship with any client at our sole discretion, at any time, and without any obligation to provide a reason. Without limiting the generality of the foregoing, this includes, but is not limited to, anyone from or in jurisdictions that we do not service or anyone that fails to meet any customer due diligence standards, requests or requirements issued by us.
- 3.1.3. By accepting these Terms of Service, you represent and warrant to Nexdesk that the submitted all information, data or documents are true and correct in all aspects on the date of submission, and you agree to promptly notify Nexdesk of any changes or updates to such information throughout the course of our relationship.

- 3.1.4.** By accepting these Terms of Service, you undertake to inform us in writing of any change in your circumstances submitted to us for the purpose of accessing the Platform and using our Services. In relation to the foregoing, you must inform on the following changes in (where relevant):
- a.** Your legal form, your Control or ownership (of 25% or more in your share capital or voting rights);
 - b.** Your directors;
 - c.** The real beneficiaries;
 - d.** Your documents submitted to us for the purpose of accessing the Platform and our Services, establishment of your identity or assessment of your risk. For the purpose of clarity, adoption of new documents with an effect to your management also falls under this provision;
 - e.** Your business activities;
 - f.** Your contact details; or
 - g.** Any other change in your circumstances of relevance to your and our business relationship.

The above list is not exhaustive. If you are of the opinion that the change that has occurred may have a material effect on performance of your obligations under these Terms of Service, however, it is not listed above, you must inform us of such change.

- 3.1.5.** You undertake to inform us of such changes as soon as you become aware of them, however, not later than 5 (five) Business Days upon occurrence of such change. You hereby represent and warrant that you understand that such changes may result in a risk re-assessment and/or new additional requirements and/or restrictions or limits to your use of our Services.
- 3.1.6.** Taking into consideration Article 3.1.4, any change in the circumstances must be submitted in writing, in a form satisfactory to Nexdesk (as set forth in these Terms of Service) via email at the address support@nexdesk.io or in any other way available on your Account (if any). If you fail to meet the form requirement, it will be considered that you have failed to meet your obligations under Article 3.1.4 of these Terms of Service and such failure will be considered as the material breach of the Terms of Service and will be subject to unilateral termination with an immediate effect of our business relationship with you.
- 3.1.7.** We have established and maintain effective organisational and administrative arrangements to identify and manage conflicts of interest between ourselves, our users, and relevant third parties. These measures are designed to prevent such conflicts from adversely affecting our users' interests. If, despite these arrangements, we are unable to ensure that the risk of harm to your interests is avoided, we will inform you of the nature and/or source of the conflict and the steps we have taken to mitigate it. This will enable you to make an informed decision about whether to continue transacting with us. We reserve the

right to decline to act for you at any time if we are unable to manage a conflict of interest by any other means.

- 3.1.8.** This crypto-asset marketing communication has not been reviewed or approved by any competent authority in any Member State of the European Union.

3.2. AML/KYC REQUIREMENTS

- 3.2.1.** As the Crypto-Asset Service Provider (“CASP”), Nexdesk is obliged to comply with the requirements of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia. Therefore, by fulfilling the requirements under the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia, Nexdesk will establish your identity before opening the Account to you.
- 3.2.2.** Nexdesk will be entitled to request and you will be obliged to submit information, data and documents, as well as to fill in questionnaires submitted by Nexdesk to you and/or perform other actions that may be required to establish your identity to comply with the applicable law. Nexdesk will retain the right to re-establish your identity at any time during the relationship with you and in connection to that, to request to submit to Nexdesk additional information, data and/or documents, fill in questionnaires and/or perform other actions. Failure to comply with this requirement or the negative result of such re-establishment of the identity will be subject to termination of the relationship with you.
- 3.2.3.** Nexdesk will be entitled to request you to submit to Nexdesk information, data and/or documents regarding your Transactions performed on your Account in order to justify such Transactions. Failure to comply with this requirement may result in suspension of your Account and our Services to you or may be subject to termination of the relationship with you.

3.3. ELIGIBILITY

- 3.3.1.** You are only permitted to access the Platform and use the Services if you register with us and comply with all of the following criteria:
- a.** If you are an individual, you must be aged 18 years or older, taking into consideration the requirements of your citizenship country. By accepting these Terms of Service, you unconditionally and irrevocably undertake to indemnify any and all damage that we may suffer in relation thereto.
 - b.** You are eligible to use our Services and hold Account with us taking into consideration the requirements of your citizenship or registration country. You are solely responsible to assess if you are eligible to use our Services. In addition to the foregoing, you undertake to immediately cease using our Services should it become illegal under the law applicable to you. By accepting these Terms of Service, you unconditionally and irrevocably undertake to indemnify any and all damages that we may suffer in relation thereto.

- c. You are not located, incorporated, otherwise established in, resident of, or (to the extent applicable) a citizen of or operating in a country listed in our **List of Prohibited Countries**.
- d. You must have the legal capacity and, in case of an entity, be authorised to enter into and to be bound by these Terms of Service and any other document related thereto.
- e. You must provide all of the information and/or data and/or documents required by us to set up an Account and verify your identity following our instructions.
- f. The results of identity verification, fraud screening, background checks, anti-money laundering (AML), counter-terrorism financing (CTF), or any other checks Nexdesk deems necessary and appropriate, must be acceptable and successful at all times during our relationship.
- g. We remain solely entitled to restrict or limit access and/or use of the Platform and/or Services.

3.4. YOUR GENERAL AGREEMENTS AND PROMISES

3.4.1. By accessing the Platform and using the Services, you:

- a. Confirm that if you are an individual, you are 18 years or older with the legal capacity to enter into and be bound by these Terms of Service and any other document related thereto. If that changes during our business relationship with you, you undertake to immediately inform us about that and cease using our Services. By accepting these Terms of Service, you unconditionally and irrevocably undertake to indemnify any and all damages that we may suffer in relation thereto.
- b. Confirm that if you are a legal person, you have the legal capacity, and are authorised to accept and be bound by these Terms of Service and any other document in relation thereto and the person acting on your behalf of you is authorised to do so. You will be requested to provide duly authorised documents evidencing the right of the representative accessing or using our Platform and Services to act on your behalf. Failure to submit such documents will result in a denial to use the Platform and benefit from our Services.
- c. Authorise us to make the inquiries we consider necessary, from time to time, to verify your identity, undertake fraud checks and carry out other measures that of our view are fit and necessary to meet the requirements set forth in the applicable laws regarding the prevention of money laundering and terrorist financing and comply with our other legal obligations. You expressly consent to furnish any and all such information.
- d. Confirm that you have read and committed to be bound by these Terms of Service, our Privacy policy, AML notice and any other document, if any in relation to provision of our Services to you.

- e. Undertake to pay all fees associated with Transactions and Services in accordance with Section 11 of these Terms of Service.
- f. Confirm that you have sufficient knowledge of Cryptocurrencies to enter into Transactions and understand that you are solely responsible for determining the nature, potential value, suitability, risks and appropriateness of our Services.
- g. You acknowledge that crypto-assets are digital assets which are not issued or guaranteed by any central bank or government and are not covered by any deposit guarantee or investor compensation scheme. The value of crypto-assets can change rapidly, and the risk of loss in purchasing, selling, exchanging, or holding them can be substantial. You are responsible for managing the security of your Account and access credentials. Nexdesk will take appropriate measures to protect your Account, but you should carefully consider whether trading or holding crypto-assets is suitable for you in light of your financial situation, knowledge, experience, and risk tolerance.
- h. Confirm that you accept the risks of using the Services and accessing the Platform.
- i. Confirm that we have not advised you to, nor recommended to you to use our Services and/or enter into Transactions related to Cryptocurrencies.
- j. In addition to the above and for the avoidance of doubt, we do not provide investment, tax or legal advice, nor do we broker Transactions on your behalf. All Transactions are executed automatically, based on your instructions provided by you to us. You are solely responsible for determining whether any transaction is appropriate for you based on your personal objectives, financial standing and risk tolerance. We urge you to consult your legal or tax advisor regarding your specific situation.
- k. Confirm that your personal data and identifiers may be shared with appropriately authorised third parties, including, but not limited to, payment services providers required for us to provide our Services to you and in accordance with the applicable law on the Prevention of Money Laundering and Terrorism and Proliferation Financing and you undertake to provide us with any additional information we may request to comply with our legal responsibilities without undue delay.
- l. By accepting these Terms of Service, you represent and warrant that all of the above is true and accurate on the day of acceptance of these Terms of Service and shall remain each day until you cease to use our Services.

3.5. REQUIREMENTS REGARDING DOCUMENTS SUBMITTED BY YOU

- 3.5.1.** You must submit duly certified copies of the documents required to establish your identity following the instructions provided by us. Notwithstanding the foregoing, we retain the right to request to provide the hard copy of the document if we have any doubts regarding validity and/or legality of the document.

- 3.5.2.** The documents or their copies must be of high resolution, all information must be clear and visible, there must be no amendments, deletions on the original of the document and its copy thereof. The documents or their copies that are issued outside the Republic of Latvia must be duly authorized and legalized as required under Latvian law, unless otherwise instructed by us.
- 3.5.3.** All documents (and such documents containing information) submitted by you to Nexdesk shall be considered as true, effective and accurate on the day of the submission. You are required to promptly notify Nexdesk of any changes and provide updated documents without undue delay throughout the course of our relationship.
- 3.5.4.** All documents must be submitted in English unless otherwise agreed with us in advance. In the event, translation of the documents is required, the translation must be duly authorized by the signature of the translator. All translation costs will be borne by you.
- 3.5.5.** In the event, you fail to submit the documents that meet the above requirements, we will be entitled to refuse to accept such documents and will not take into consideration the information consisting of such documents. If you fail to cure such shortcomings within the terms indicated by us in writing and such failure poses too high a risk to us (i.e., it is not possible to establish your identity), we will be entitled to terminate the relationship with immediate effect.

4. YOUR ACCOUNT

- 4.1.** To access the Platform and use our Services, you must first register with us. If your registration is successful, an Account under your name will be opened. You are entitled to open one account with us. We discourage you from attempting to circumvent this provision. Such an attempt will be considered as an attempt of fraud and will result in termination of the relationship with you.
- 4.2.** In relation to your Account, you undertake to:
 - 4.2.1.** Create a strong password for your Account (i.e. a password that is different from any other password you use for any other website or online service and that cannot be easily guessed). You must change your password regularly and immediately in case you suspect your password has been compromised. To secure your Account you will also be required to use multi-factor authentication means of our choice.
 - 4.2.2.** Keep your Account login information, password and any forms of multi-factor authentication confidential and separately from each other, as well as separately from any other information or documents relating to your Account.
 - 4.2.3.** You are responsible for maintaining the security of your login credentials (IDs, passwords, authentication codes, or any other codes that you use to access our Services) and for ensuring that your Account details, including your email address and telephone number, remain accurate and up to date. Any loss or

compromise of this information may result in unauthorized access to your Account by third parties and the loss or theft of any Crypto-assets held in your Account. Nexdesk takes appropriate measures to protect your Account, but we will not be responsible for losses arising from your failure to maintain adequate security or to act on notices or alerts that we send you.

- 4.2.4.** Not store your login information on any device, irrespectively if such device is of your private or public use.
- 4.2.5.** Not let any person access your Account at any time without our prior written permission.
- 4.2.6.** Do not leave your computer, phone or any other device unattended while you are logged in to your Account.
- 4.2.7.** Always log out from your Account when accessing your Account from public devices.
- 4.2.8.** Notify us immediately in case you identify or suspect any unauthorised access to your Account. In the event you believe your Account information has been compromised, contact our support immediately at support@nexdesk.io.
- 4.3.** In relation to your Account you confirm that:
 - 4.3.1.** You understand that you are not entitled to hand over your login information to a third party and you bear full responsibility for such actions and all consequences will be born on you. In addition to the foregoing, such voluntary handing over of the login information to a third party will be considered a material breach of these Terms of Service and will result in termination of the relationship with you.
 - 4.3.2.** You understand and consent that:
 - a.** You will not be provided with a private key in relation to the Crypto-assets kept with us on your Account;
 - b.** Anyone with access to your Account credentials may be able to enter into Transactions, and such instructions will be treated as having been authorized by you. Nexdesk will act on such instructions without further verification
 - c.** We will process your Transactions in accordance with instructions provided by you; thus, you must carefully verify all instructions prior authorizing any Transaction. In case there is an error in the instructions provided by you, however, such error does not result in impossibility to execute the Transactions, we will not accept any responsibility or liability for the consequences of execution of such Transaction.

- d. By using our Services you take full responsibility for and accept all risks of unauthorised use of your Account caused by your negligence or breach of these Terms of Service.

4.4. If, to the extent permitted by us from time to time, you grant express permission to a third party to access or connect to your Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms of Service. You are fully responsible for all acts or omissions of any third party with access to your Account. Further, you acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising out of or related to any act or omission of any third party with access to your Account.

5. YOUR DIGITAL WALLET

- 5.1.** Nexdesk provides custody of supported crypto-assets solely for the purpose of facilitating your transactions on the Platform, including execution of orders and transfers. Such custody is strictly transactional and temporary in nature. Your Digital Wallet allows you to deposit supported crypto-assets with us for the execution of your specific trades and to withdraw them afterwards.
- 5.2.** We do not offer long-term or discretionary custody services. Your crypto-assets are held in segregated accounts and wallets exclusively for settlement and safekeeping until the completion of the relevant transaction. All crypto-assets and FIAT funds remain your legal property at all times and are not reused, pledged, lent, staked, or rehypothecated.
- 5.3.** Cryptocurrencies supported by Nexdesk are indicated on the Platform. In case it is required in accordance with the applicable laws, order of a court or government agency, change of the operating rules in the underlying Crypto-assets network or any technological issue outside of our reasonable control, we retain the right to add or remove any Crypto-assets at any time and without any notice on our sole discretion.
- 5.4.** We do not provide any guarantees, warranties, or underwriting for transactions made through our Services.
- 5.5.** Cryptocurrencies are a risky asset class and trading in Cryptocurrencies increases those risks. You confirm that you understand and accept those risks.
- 5.6.** The amount or value of the Cryptocurrencies held by you is neither guaranteed, nor underwritten by us or any third party, and you may lose the Cryptocurrencies, or the value thereof stored on your Account in a short period of time. In such a case, you will have no right to claim damages to us or any other third party (including loss of profit), as well as any liability or incurred inconveniences, unless the loss resulted from our breach of these Terms of Service.
- 5.7.** We assume no responsibility or liability for any attempt to use your Account for Cryptocurrencies that we do not support at a particular time.

- 5.8. We will have the right to refuse to process any Transaction at any time in accordance with the requirements set forth by the applicable law, in response to a court or government order, to enforce transaction limits or in case there is a ground for suspension.
- 5.9. We cannot reverse any Crypto-assets Transaction which was broadcast to Blockchain.
- 5.10. We store all Crypto-assets private keys in our control in a combination of online and offline storage. As a result, it may be necessary for us to retrieve certain information from offline storage in order to facilitate a Crypto-assets Transaction in accordance with your instructions, which may delay the initiation or crediting of such Crypto-assets Transaction for 48 (forty-eight) hours or more. You acknowledge and agree that any Crypto-assets Transaction facilitated by us may be delayed and we will take no responsibility in relation thereto.
- 5.11. We do not own or control the underlying software protocols which govern the operation of Cryptocurrencies available for trading and/or supported through the Platform. In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. By accessing the Platform and using our Services, you acknowledge and agree (i) that we are not responsible for the operation of the underlying protocols and that we make no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (known as forks), and that such forks may materially affect the value, function, and/or even the name of the Crypto-assets you store in your Account. In the event of a fork, you agree that we may temporarily suspend our operations (with or without advance notice to you) and that we may, in its sole discretion, (i) configure or reconfigure our systems or (ii) decide not to support (or cease supporting) the forked protocol entirely, provided, however, that you will have an opportunity to withdraw the Crypto-assets from the Platform. You acknowledge and agree that we assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.
- 5.12. For avoidance of any doubts, we do not automatically support forks – technological alteration of initial Crypto-assets blockchain, which sets you solely liable for withdrawing the respective Cryptocurrencies from your Account prior the fork event, in case you wish to avoid any risks related (including but not limiting – full or partial loss of your Crypto-assets, significant decrease of value, etc.).

6. OPERATIONS ON YOUR ACCOUNT

- 6.1. By using the Account, you confirm and represent that you will place Orders only for yourself as the Account owner, and not on behalf of any third party, unless you have obtained prior approval from us. You may not sell, lease, furnish or otherwise permit or provide access to your Account to any other person. You accept full responsibility in relation to your Account. You understand and agree that you are responsible for any and all Orders placed on the Platform and other instructions provided to us, including

identifiers, passwords, and other security means associated with your Account. All Orders placed on your Account will be considered as placed by you and we will accept no responsibility in relation thereto.

- 6.2. OTC desk:** We operate Over the Counter trading desk (the OTC desk). OTC desk operates with the RFQ (Request for Quote) and self-execution system allowing you to convert Crypto-assets to FIAT and FIAT to Crypto-assets. OTC desk contains a converting pair comprising the asset being converted (e.g., Bitcoin) and the asset in which conversion is denominated (e.g., FIAT- EUR) and vice versa. RFQ system is available 24/7. Your Account will provide you the access to the Platform where you can perform full execution of OTC order - Crypto-assets against FIAT, FIAT against Crypto-assets and Crypto-assets against Crypto-assets - during the Operating hours.
- 6.3. Operating time:** From 09:00 to 17:00 (GMT+3, local time in Riga, Latvia), Monday to Friday, excluding public holidays. During Operating Hours, full execution services, including the execution of OTC trades, are available. Outside Operating Hours, full execution services are not available. However, Users retain uninterrupted access to their Accounts and Wallet balances 24/7 and may, at any time:
 - 6.3.1. Submit OTC trade requests,** which will be reviewed and fully executed during the next Operating Hours;
 - 6.3.2. Deposit Crypto-assets** from pre-approved wallets;
 - 6.3.3. Initiate Crypto-assets withdrawals** to pre-approved wallets, subject to automated system checks and security procedures;
 - 6.3.4. View details regarding the services offered** (including pricing, applicable terms, and fees) and monitor Wallet balances.
 - 6.3.5.** The Company may perform additional security, compliance, or operational checks on any transaction or request made both during and outside Operating Hours, and processing or execution may be delayed as a result. The Company shall not be liable for such delays where they arise from required internal controls, system safeguards, or external factors beyond the Company's reasonable control.
- 6.4. Orders:** Your Account enables you to request a quote for a particular amount of Crypto-assets to be bought or sold by us to you. If the suggested price is satisfactory to you, you shall be able to trigger the execution of the order. For clarity, any actions while executing an Order shall be deemed as unconditional acknowledgment of the price and the Order.
- 6.5. Processing Orders:** Your Order shall be processed if the following conditions are met:
 - 6.5.1.** Sufficient balance of Crypto-assets or FIAT is available for the purpose of your Order, including any and all Fees applicable in relation to the Transaction.
 - 6.5.2.** You have provided all the information requested by us and we performed all necessary checks, the outcome of which is satisfactory to us.
 - 6.5.3.** The quote requested by you is still available.

- 6.5.4.** If the above conditions are met the full amount (either FIAT or Crypto-assets) associated with the Transaction including all applicable fees will be locked and placed under custody of the Company the amount of Crypto-assets or euro used for the Order. After the conversion, the declared amount in FIAT or Crypto-assets is credited to the account or Digital Wallet (depending on the nature of the declared transaction), which had previously been agreed upon and verified as an account or Digital Wallet to be used in cooperation with Nexdesk's services..
- 6.6. Executed Transaction:** When the Order is executed, the respective amount of FIAT or Crypto-assets will be credited to the FIAT account or Digital Wallet (depending on the nature of the declared transaction), which had previously been agreed upon and verified as the account or Digital Wallet to be used in cooperation with Nexdesk's services.
- 6.7. Transaction Records:** We maintain the records of the Orders made on the Platform. After the Order is executed, we will record it into the system.
- 6.8. Limits:** We reserve the sole right to impose, change or lift any limits in relation to use of the Account. In such a case, if any limits are imposed, changed or lifted in relation to your Account, this information will be visible on your Account or you will receive an email from us in relation thereto.
- 6.9. Transaction Cancellation:** Except as otherwise set forth herein, all Transactions are final. We reserve the right to cancel the Orders and/or reverse the Transactions **upon the occurrence of any of the following circumstances:**
- 6.9.1.** Orders or Transactions which in our sole discretion constitute an abusive use of our Services.
- 6.9.2.** Clearly erroneous Transactions, i.e., Orders or Transactions which under the circumstances involve an obvious error with respect to price, quantity, or other parameters.
- 6.9.3.** We consider it necessary or prudent due to a suspicion that the Order involves money laundering, terrorist financing or another illegal or unlawful activity.
- 6.9.4.** The Order relates to a Prohibited Use.
- 6.9.5.** If required by any applicable law or regulation, including cases where we are required to suspend or terminate your Account.
- 6.9.6.** We are required to do so by a court order or government agency. Nexdesk will act under this Article only in good faith and will notify you as soon as possible, unless we are not allowed to do so under the applicable law. The Nexdesk is not obligated to provide information regarding the specific reasons or circumstances previously listed that led to the cancellation of a particular transaction. In such cases, it is deemed that the transaction was not executed because it does not comply with the Nexdesk's internal

policy. The Company assumes no liability for any consequences that may arise as a result of the submitted transaction being cancelled due to non-compliance with Nexdesk's internal policy.

- 6.10. Reverse Trades.** In situations described in Article 6.9 of these Terms of Service, we may also execute Transactions on your behalf in order to restore the situation before the execution of the cancelled Transaction.
- 6.11.** By placing the Order, you confirm your understanding of, and your agreement to the following:
- 6.11.1.** It is your responsibility to confirm that the Order details are accurate, including the amount of the Cryptocurrencies or FIAT you intend to buy and/or sell, the gross price for your Order and the amount and nature of the Cryptocurrencies or FIAT to be transferred to you.
- 6.11.2.** It is solely your responsibility to cancel any Order or part thereof in case you do not want it executed.
- 6.11.3.** There is a risk that the quote for your Order will change or will be unavailable once all pre-conditions are met.
- 6.11.4.** We will not be held liable in case of the above circumstances.

7. INTELLECTUAL PROPERTY

- 7.1. Limited License.** Nexdesk grants you a limited, non-exclusive, non-transferable license, subject to these Terms of Service, to access and use the Platform, and related content, materials, information (the Content) solely for approved purposes as permitted by us from time to time. Any other use of the Website or Content is expressly prohibited and all other rights, titles, and interest in the Website or Content is exclusively our property of Nexdesk and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or in any other way exploit any of the Content, in whole or in part. Nexdesk and all logos related to the Nexdesk Services or displayed on the Nexdesk Website are registered trademarks of Nexdesk or its licensors. You may not copy, imitate or use them without prior all or part of our Services to one or more of our clients as long as we determine, in good faith, is necessary or prudent in view of our or our clients' interests. Suspension of your Account will not affect the written consent from Nexdesk.

8. SUSPENSION

- 8.1.** We may suspend your Account in accordance with the provisions of this Section. We will have the right to suspend payment of fees or other amounts you owe to us. In the event that your Account is terminated, we will immediately cancel all open Orders associated with your Account, block all withdrawals and restrict the placing of further Orders until the issue is resolved.
- 8.1.1.** Upon our discretion we will have the right to provide you with the opportunity to withdraw your Cryptocurrencies from your Account and transfer them to your previously verified wallet.

8.2. We will owe you no notice in advance regarding suspension of your Account (however, we may issue such if we are allowed to do so under the applicable law) and we are entitled to do so any time we consider it necessary in the following cases:

8.2.1. As a result of any Prohibited Use.

8.2.2. Following fork or other sudden change in operating rules in any underlying Crypto-assets network.

8.2.3. Following a force majeure event or a market disruption event.

8.2.4. To comply with the applicable law or change thereof, or regulatory guidance.

8.2.5. The above list is not exhaustive.

8.3. Nexdesk will not be liable to any client or third party for any loss (including loss of profit), liability or inconvenience arising as a result of any suspension, or suspension of any Services or access to the Platform.

9. PROHIBITED USE

9.1. In connection with your use of our Services you agree and represent you will not engage in any prohibited use activities listed below. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Account and/or block Transactions or freeze your Crypto-assets immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

9.2. It is strictly prohibited to use the Platform or access any of the Services in any of the following cases:

9.2.1. To forge or materially omit any information or provide misleading information requested by Nexdesk, including at registration.

9.2.2. Conduct or engage in any illegal or unlawful activity.

9.2.3. To hide or disguise the proceeds of any illegal or unlawful activity, or further, any breach of applicable laws or regulations, or to deal in any illegally obtained Crypto-assets or FIAT currency funds, or proceeds.

9.2.4. To infringe our proprietary intellectual property, or the proprietary intellectual property of any other person.

9.2.5. In relation to any Crypto-assets that we do not support at the relevant time.

9.2.6. To Use our Services, with anything other than FIAT currency and Crypto-assets that have been legally obtained by you and that belong to you.

- 9.2.7. To use our Services using inaccurate information presented by the Platform or take advantage of any technical glitch, malfunction, failure, delay, default, or security breach.
- 9.2.8. To use the Platform or our Services in order to circumvent export controls or international sanctions.
- 9.2.9. To access, to use, or to attempt to access or to use, Nexdesk Services directly or indirectly with jurisdictions Nexdesk has deemed high risk, including but not limited to the **List of Prohibited Countries** or persons Nexdesk has deemed high risk, including but not limited to, **Restricted Persons**.
- 9.2.10. To engage in any deceptive, fraudulent or malicious activity, including by launching malware or viruses, or seeking to hack into any Accounts or steal any Cryptocurrencies held by any other client.
- 9.2.11. To reverse-engineer, decompile, disable, or disassemble any software running on the Platform.
- 9.2.12. To promote securities.
- 9.2.13. To harm in any way Nexdesk, any person associated with Nexdesk, or any third party.
- 9.2.14. In case you are not our client.
- 9.2.15. To offer or purport to offer any of our Services to any person who is not our client.
- 9.2.16. To engage in any other use or activity that breaches these Terms of Service.
- 9.2.17. To perform a deposit transaction from a wallet that has not been previously verified by Nexdesk.
- 9.3. We will have the right without any prior notice or explanation to block or refuse any person (including any the client) from accessing the Platform and/or our Services and/or any Transaction in case we believe in good faith that such person, Services or Transaction is related to a Prohibited Use.
- 9.4. By accepting these Terms of Service, you agree and acknowledge that prohibited use may result in termination of the relationship with you. In addition, you will be obliged to reimburse any and all our damages regarding prohibited use.

10. ADDITIONAL RIGHTS AND REMEDIES

- 10.1. In the event we believe you have breached or are in breach of these Terms of Service or any applicable law, we shall have the right to:
 - 10.1.1. Limit, suspend or cancel your access to the Platform.
 - 10.1.2. Warn any other clients of your actions.
 - 10.1.3. Issue a warning to you.

10.1.4. Inform competent institutions and cooperate fully with any law enforcement authorities by, including, but not limited to, disclosing your information to such authorities.

10.1.5. This Section does not limit any other rights granted to us by the applicable law.

11. FEES

11.1. All fees applicable to your Order are included in the price offered to you by Nexdesk. Details of applicable fees, charges, and how they are calculated are provided in your Customer Agreement, which forms part of our contractual relationship with you.

11.2. We may also charge balance fee, closed account fee, dormant account fee, investigation fee or any other fee that we may see necessary and fit. Only the fees that you were informed in advance in accordance with these Terms of Service will be applicable to you.

11.3. By accepting these Terms of Service, you authorize us to write off any applicable fees directly from your Account. It is your responsibility to ensure that you have sufficient funds to settle with us.

11.4. In the event that there are outstanding amounts owed to us, we reserve the right to debit your Account accordingly and/or to withhold amounts from funds you may transfer to your Account.

11.5. Information on pricing, costs, and fees is available in companies website.

11.6. We may adjust our fees from time to time. The adjustments may include introducing new fees and/or charges. If you do not wish to accept the changes, you are free to close your Nexdesk Account in accordance with clause 17.5 of these Terms. Your continued access to or use of the Nexdesk Services will be deemed acceptance of the updated Terms.

12. TAXES

12.1. You are solely responsible for duly and timely declaration of your activities on your Account and gains in relation thereto in compliance with the law applicable to you. We will have no obligation to provide any information to any third parties (except when fulfilling its own obligation in relation to these Terms of Service or under applicable law) regarding your activities on your Account and gains in relation to your activities on the Account.

12.2. You are solely responsible for paying any and all taxes applicable to you in relation to using our Services in a timely and duly manner.

12.3. It is your responsibility to determine what, if any, taxes you are obligated to pay in relation to the Transactions and Cryptocurrencies you hold or otherwise.

- 12.4.** We make no representations in relation to tax liabilities, assume no tax liability to any client, assume no responsibility for the tax liability of yours or any other client, not for collecting, reporting, withholding or remitting any taxes arising from any Transactions that you may enter into.
- 12.5.** In line with recent developments in the area of tax information exchange, we might already be or may become subject to tax reporting obligations in the foreseeable future.

13. NON-DISCLOSURE

- 13.1.** We and you are obliged to treat all information relating to our relationship as confidential, irrespective of the form such information is obtained. The duty of confidentiality applies unless otherwise agreed in writing and in cases where the party is required to disclose such information by law, regulation or a decision taken by the public authority, or where the information in question is already publicly available and this fact cannot be attributed to the other party's breach of its obligations.
- 13.2.** We will be entitled to disclose information about you to third parties, to the subcontractors and other companies, provided that such disclosure shall be required in order for us to fulfil its obligations under these Terms of Service.
- 13.3.** If the relationship with you is terminated as a result of your material breach of these Terms of Service, or because you have facilitated or aided and abetted fraud, we may be obliged to report you to the respective authorities and such report will not be considered as the breach of non-disclosure obligation.
- 13.4.** This Section will apply during the term of our relationship and will continue to apply once the relationship with you is terminated.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1.** We (or our third party vendor, as the case may be) shall be the owner of the Website and the Platform and other software and/or applications required to provide Services to you by us. Proprietary rights and other intellectual property rights that may be attached to the Website and the Platform and/or other software and any other application shall belong exclusively to us or the relevant third party.
- 14.2.** We retain all of the rights, title and interests to the intellectual property thereto, including, without limitation to, the Platform's and Website's text, logos, images and trademarks, and other inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon.
- 14.3.** The information made available on the Website or on the Platform must not be construed as granting, by any implication or otherwise, to you any license or right to make use of any of our trademark without prior written consent thereto.

- 14.4.** In relation to Articles 14.1-14.3 of these Terms of Service you shall not:
- 14.4.1.** make any copies of the Website or the Platform or other software and/or applications; nor
 - 14.4.2.** modify, adapt, reverse engineer, decompile or disassemble, create derivative works of, publish, distribute or commercially exploit the Website or the Platform or other software and/or applications or any content of the Website; nor
 - 14.4.3.** remove any copyright or proprietary notices on the Website or the Platform or other software and/or applications; nor
 - 14.4.4.** use, distribute or disclose confidential, personal or sensitive information within the content of the Website or the Platform or other software and/or applications without appropriate authority;
 - 14.4.5.** make any unlawful or unauthorized use of the Website or the Platform or other software or other applications (including attempt to gain unauthorized access, introducing any computer virus or malware or inhibiting their operation).
 - 14.4.6.** In the event of any of the above situations indicated in Article 14.4 you shall be liable to reimburse our any and all direct and indirect damage and losses, as well as of any third party related to such event. Notwithstanding the foregoing, any such event will grant us the right to immediately terminate the relationship with you and to block any access to your Account, the Platform and our Services, other software and/or applications if we consider that necessary to safeguard our or third party's intellectual property and to avoid any further damages and losses of our and/or third party.

15. USE OF PERSONAL DATA

- 15.1.** Any and all personal data in relation to access to the Website, Platform and our Services will be processed in accordance with our Privacy Policy.
- 15.2.** You expressly acknowledge and agree that Nexdesk may receive and process your personal data from Nexpay in accordance with the Data Sharing Agreement which was concluded between Nexdesk and Nexpay in the context of an outsourcing arrangement. Such data processing will be carried out strictly for the purposes of providing and maintaining the Services, and always in accordance with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR).

16. LIABILITY AND INDEMNITY

16.1. GENERAL

- 16.1.1.** To the extent permitted by law, we and our associated parties exclude all liability and responsibility for any loss, damages, costs or expenses, whether in tort (including negligence), contract or otherwise and whether direct, indirect, or consequential (including in connection with business interruption), which you

or any other person may suffer or incur in connection with the Services, the use or inability to use the Platform, and in respect of any Crypto-assets or otherwise.

- 16.1.2.** Notwithstanding the foregoing and without thereby limiting liability, you shall indemnify us for any losses or claims, including claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), including but not limited to any fine or fee imposed on us as a result of your breach of and/or failure to comply with these Terms of Service and/or all relevant rules, regulations and legislation applicable to you. The foregoing shall apply irrespective of the relationship with you being terminated.
- 16.1.3.** No limitation of liability shall be applicable if that shall not be allowed under the applicable law.
- 16.1.4.** Where and to the extent liability for breach or any implied warranty or condition, or otherwise, cannot be excluded, our liability to you is limited to the total amount of the fees we have earned from you as a result of supplying the Services to you.
- 16.1.5.** We will not be held liable in any way to you or any third party for any financial decision or action taken by you when using the Services.
- 16.1.6.** As stated in these Terms of Service, we do not provide any financial, investment or legal advice in connection with the Services. We may provide information on the price, range, volatility of Cryptocurrencies and events that have affected the price of Cryptocurrencies, but it should not be considered as an investment or financial advice and should not be construed as such. Any decision to buy or sell Cryptocurrencies is your decision and we will not be liable for any loss suffered in relation thereto.
- 16.1.7.** We take no responsibility for and will not be liable for any financial loss arising from the use of your Account, including, but not limited to, loss due to technical faults resulting in a loss of ability to access your Account; system hacks; server failure or data loss; technical faults of the Crypto-assets system; forgotten passwords; security of your password and private keys; unauthorized access to your Account; corrupted files or data; incorrectly constructed transactions or mistyped Crypto-assets addresses.
- 16.1.8.** Without limiting other terms in these Terms of Service, you acknowledge that we bear no liability for any damage, loss (including loss of profit), delay, inconvenience, failure in performance or interruption of Services or Transaction, in each case caused by or resulting from (directly or indirectly):
- a.** Any computer virus, spyware, scareware, Trojan horse, worms or other malware or cyber, phishing or spoofing attack that may affect your computer or other device.
 - b.** Any cause or condition beyond our reasonable control.
 - c.** Any fork or other change in the operating rules of an underlying Crypto-assets network.

- d. Our good faith election not to support an unsupported branch of a forked protocol, or to configure or reconfigure our systems as a result of the forked protocol or other change to the operating rules.
- e. Any suspension of the Services in accordance with these Terms of Service.
- f. Inaccurate Orders placed.
- g. You are not meeting your legal obligations, including, but not limited to, your tax obligations.
- h. We manage the Platform with due care, however it is likely that interruptions, failures and other issues occur. We give no guarantee with respect to finding solutions for any such problems as soon as possible. We assume no liability whatsoever for any damage caused by interruptions of the Platform.

16.2. FORCE MAJEURE

16.2.1. Notwithstanding the foregoing, we will not be liable for losses incurred as a result of failure to comply with our obligations in connection with circumstances beyond our control. Even in areas where stricter liability rules prevail, we cannot be held responsible for losses incurred as a result of:

- a. failure of IT systems, inability to access IT access, damage to the data maintained in the IT systems as a result of any of the reasons listed below, irrespective of whether we or a third party is responsible for the operation of such systems,
- b. a power supply failure or failure in our telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking),
- c. strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by us or by our organisation, and regardless of the cause of such conflict. The foregoing also applies if the conflict only partially affects us and other circumstances that are beyond our control.

16.2.2. Our exemption from liability in the event of force majeure does not apply if:

- a. At the date of the entering into relationship with you we should have foreseen the circumstances giving rise to the loss, or if we should have been able to avoid or overcome the cause of the loss or consequences thereof by taking appropriate commercial precautions.
- b. The legislation under all circumstances makes us liable for the circumstances giving rise to the loss.

17. TERMINATION

17.1. These Terms of Service are applicable to you from the moment you accept to be bound by them.

- 17.2.** At any time and for any reason at its sole discretion, we may unilaterally terminate our relationship, your access to your Account and may halt any pending Transactions or execution of any payments with or without giving advance notice to you. We will incur no liability or obligation for the termination of our relationship. Our relationship with you may be terminated due to the reasons indicated below, however, the list is not exhaustive, and nothing shall prevent us from terminating your Account due to other reasons:
- 17.2.1.** You have provided inaccurate and incomplete information about you of which we were not and were not able to be aware of and if we were aware of such circumstances to exist before entering into relationship with you, we would have not entered into the relationship with you.
- 17.2.2.** There are major changes in your circumstances and if we were in such circumstances before entering into the relationship with you, we would have not entered into the relationship with you.
- 17.2.3.** You failed to provide information on your changes in accordance with these Terms of Service.
- 17.2.4.** You are in a material breach of these Terms of Service.
- 17.2.5.** You are in a breach of these Terms of Service and such breach is not cured within the term indicated by us to you.
- 17.2.6.** We reasonably believe that using your Account is associated with prohibited use in accordance with these Terms of Service.
- 17.2.7.** Use of your Account, access to the Platform or our Services is suspended, and it is reasonably not expected to lift such suspension.
- 17.2.8.** Use of your Nexdesk Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity.
- 17.2.9.** You become subject to debt collection action or you are entered in the debtors' register.
- 17.2.10.** In our opinion, your activities or actions are damaging or may damage our image/reputation.
- 17.2.11.** You are declared insolvent, become subject to debt relief proceedings, enter into composition proceedings or similar debt relief arrangements, are declared bankrupt, go into liquidation, shall be subject to compulsory winding-up or otherwise cease activities or commence cessation proceedings or enter into restructuring proceedings, unless the estate or you undergoing restructuring is entitled to enter into the Agreement under the applicable legislation, and chooses to do so. At our request, in its judgment, the estate is obliged to decide whether it wishes to enter into the Agreement within 24 hours.
- 17.2.12.** We become aware of your death.

- 17.2.13.** Our service partners (e.g. payment service provider) are unable to support your use of Services.
- 17.2.14.** You take any action that we deem as circumventing our controls, including, but not limited to, opening multiple Accounts or abusing promotions which we may offer from time to time.
- 17.2.15.** We are so required by the applicable law, court or competent government authority or our regulator.
- 17.3.** Our decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to your Nexdesk Account or the Nexdesk Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.
- 17.4.** We are not liable to you or any third party for termination of our relationship with you irrespective of the termination reason. You shall be liable to reimburse any and all our direct and indirect damages and losses that were suffered regarding termination of the relationship with Agreement on any of the grounds indicated in Article 17.2.
- 17.5.** Notwithstanding Article 17.2 of these Terms of Service, we can terminate our relationship with you any time by issuing a termination notice by email to the address indicated on your Account, without an obligation to disclose the reason for such termination.
- 17.6.** You may terminate our relationship at any time by requesting to close your Account. Your request should be issued in writing by email from the address indicated on your Account and will only be processed if you have no pending obligation to us; otherwise, your Account will not be closed until you fulfil any and all your obligations towards us, unless we are in breach these Terms of Service and such breach was not cured upon your request issued by email and therefore, you are not able to fulfil your obligations. Such notice must be issued 30 (thirty) calendar days in advance. You understand and agree that all Orders open upon the receipt of the termination notice will be closed and we shall assume no liability in relation thereto.
- 17.7.** Following termination of the relationship with you, you will be permitted to transfer the remaining balance of your Crypto-assets for 90 (ninety) calendar days unless such transfer is otherwise prohibited (i) under the law applicable to us; or (ii) by a court or administrative order.
- 17.8.** Termination of the relationship with you will not release you from the proper fulfilment of all liabilities that arose before the termination of the relationship.
- 17.9.** Even if the relationship is terminated, it will remain valid in the respect of outstanding claims at the time of termination of the relationship with you.

18. RIGHT OF REFUSAL

- 18.1.** If you are an individual, in accordance with Consumer Rights Protection Law Section 12 of the Civil Code of the Republic of Latvia, you are not granted the refusal right. By accepting these Terms of Service, you expressly confirm your acceptance to be bound by this provision.

19. WARRANTY

- 19.1.** All information is provided “as is” without warranty of any kind, express or implied and your use of our Services is at your own risk.
- 19.2.** To the extent permitted by law we do not warrant the reliability, availability, accuracy, completeness or timeliness of information on the Platform. Without any limitation to the former, we do not warrant that any Services including, but not limited to, the Platform shall run without errors or defects and errors shall be adjusted. This includes (but is not limited to) implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 19.3.** We do not warrant that we will meet your requirements or will be available uninterruptedly or secure at any time or location. We do not warrant that its Services are free from viruses or other harmful content. Although we strive to provide you with continuous operations, we do not guarantee continuous access or that there will be no delays, failures, errors, omissions or loss of transmitted information, nor do we guarantee that any Order will be executed, accepted, recorded, or remain open. In the event of a significant system outage, we reserve the right to cancel any open Orders and/or suspend our activity indefinitely.
- 19.4.** We do not warrant, endorse, guarantee or assume any responsibility for any product or service offered or advertised by a third party through the Services or through the Platform, and we will not monitor or be held liable for any interactions between you and third-party providers of products and/or services through the use of Services or access to the Platform.
- 19.5.** Although we intend to provide accurate and timely information on the Website, the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party’s sites accessible or linked to the Website.

20. COMPLAINTS AND DISPUTES

- 20.1.** We are committed to providing our clients with a very high level of customer service, and your satisfaction is very important to us. In case you would like to make a complaint, we encourage you to follow the instructions published on the Website.
- 20.2.** We are committed to ensuring a high standard of service, and we take all client concerns seriously. If you are dissatisfied with any aspect of our services, you may submit a complaint free of charge by sending an email to complaints@nexdesk.io. To help us process your complaint efficiently, we encourage you to include your full name, contact information, a clear description of the issue, any relevant supporting documentation (relevant dates, wallet IDs, or transaction details) and the outcome or resolution you are seeking. Once your complaint is received, we will acknowledge it within five (5) business days and will investigate the matter in a prompt, fair, and consistent manner. We are committed to resolving complaints efficiently and aim to provide a final response within eight (8) weeks of receipt. If the Company requires additional time to complete the investigation, an updated timeline will be provided to the Client. All complaints and related actions are documented and stored in accordance with our regulatory obligations.

21. AMENDMENTS TO THESE TERMS OF SERVICE

- 21.1.** We have the sole discretion to amend these Terms of Service as we may see it fit and necessary.
- 21.2.** Updated Terms of Service will be published on our Website 7 (seven) calendar days in advance. We may inform you on such changes by sending an email to the email address provided on your Account, however, it is your sole responsibility to constantly check the Terms of Service and make yourself aware of any pending changes. You will be entitled to notify us by email if you are not willing to be subject to the updated Terms of Service before the updated Terms of Service come into effect. In such a case, our relationship with you will be terminated.
- 21.3.** Notwithstanding Article 21.2 of these Terms of Service, in such a case if the change of these Terms of Service will be of the material effect, we will send you an advance notice by email to the address indicated on your Account.
- 21.4.** Any subsequent access to or use by you of the Platform shall constitute an acceptance of the amended Terms of Service.

22. COMMUNICATION

- 22.1.** We conduct any and all communication with you via email at the address indicated on your Account. You are solely responsible to continuously check your email as we might send important information in relation to our Services or your Account. All emails shall be considered as received on the day such emails were sent.

22.2. For more information on Nexdesk, you may refer to the information found on our Website. If you have questions or feedback you can contact us via our Customer Support team at support@nexdesk.io.

23. MISCELLANEOUS

23.1. Language. All communication with you will be handled in English.

23.2. Entire Agreement. These Terms of Service will contain the entire agreement with respect to the relationship contemplated herein, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by it. The Parties shall execute any other instruments or documents or perform any other acts that shall be or may be necessary to effectuate and carry on the purposes set forth in this Agreement.

23.3. No partnership. We are an independent contractor for all purposes. Nothing in these Terms of Service may be deemed to create partnership, joint venture, employment or agency relationship.

23.4. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Latvia. The courts of the Republic of Latvia shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this Agreement.

23.5. Validity. These Terms of Service shall be valid as long as you use the Platform and Services.

23.6. Effect. All provisions of these Terms of Service which by their nature shall be intended to continue shall survive termination, including terms relating to exclusions and limitations of our liability, intellectual property restrictions and reimbursement of damages.

23.7. Accrue rights. Termination of the relationship will not affect our or your accrued rights and obligations except unless such rights were accrued unlawfully or in breach of these Terms of Service.

23.8. Enforceability. No provisions of these Terms of Service shall be enforceable by any other person other than you and us.

23.9. Assignments. We are entitled, without your prior consent, to assign or transfer in any other way our rights and obligations arising out of or related to these Terms and Conditions to any third party, whether in whole or in part. In such a case, the relationship will continue in force, without changes, with the new party entering instead of us as the contracting party.

You are not entitled to assign or in any other way transfer your rights and obligations arising out of or related to these Terms and Conditions to any third party, whether in whole or in part without our prior consent in writing.

23.10. Sub-contract. We are entitled to sub-contract any third party for the purposes of provision of Services to you.

- 23.11. Invalidity.** In case any provision of these Terms of Service is recognised as invalid or impossible to implement, it shall not have an impact on the validity of the remaining provisions of these Terms of Service. The provision that is invalid or impossible to implement shall be replaced by another legally enforceable provision, which as much as possible will have the same legal and economic result that was expected when setting the provision that was recognised as invalid and/or impossible to implement.
- 23.12. Waiver.** Any failure or delay in exercising any right or remedy in one or many instances shall not prohibit Nexdesk from exercising it at a later time or from exercising any other right or remedy. No part of these Terms of Service may be waived, modified, amended, or supplemented in any manner whatsoever except by Nexdesk in writing.
- 23.13. Effect.** All provisions of these Terms of Service Agreement which by their nature shall be intended to continue shall survive termination of our relationship, including terms relating to exclusions and limitations of Nexdesk liability, intellectual property restrictions and reimbursement of damages.