USER AGREEMENT

Effective as of February 1, 2024

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The User accepts the terms of this Agreement by checking the Required checkbox under "I accept the terms of the User Agreement" in the registration form and clicking the Next button. By accepting this Agreement, the User confirms that they have fully read and accepted the Privacy Policy available on the Company's Website at chrome-extension: https://coinkyt.com/storage/ru/privacy_policy.pdf. To use the additional functionality of the Service, the User must read and accept the terms and conditions governing the provision of such additional functionality.

By registering a Personal Account on the Website and gaining access to the Service's digital asset management software, the User must read and accept the public offer for the conclusion of an agreement for the provision of information services (for individuals) or accede to the terms of the agreement for the provision of information services (for legal entities, individual entrepreneurs, and self-employed individuals).

The User undertakes to independently monitor new versions of the Agreement. By continuing to use the Service after the changes become effective, the User automatically accepts the new version of the Agreement.

If the User does not agree with the terms of the Agreement, they should stop using the Service.

TERMS AND DEFINITIONS

• **API key**: Unique identifier that the User receives when using individual CoinKyt Services. • **API service**: Software used to automatically transfer information from the Company to the User at the User's request.

• **Acceptance**: Full and unconditional acceptance by the User of the terms of this Agreement and other agreements and policies posted on the Website.

• **Personal Account**: Part of the Website (or another similar resource or service) intended for interaction between the Service and the User and accessed using authentication data after authorization.

• **Users**: Legally capable and competent individuals and legal entities (regardless of their legal form) who access, download, or use the Service in any permitted manner and comply with the criteria and conditions established by the Company. Users are a Party to this Agreement. If other agreements exist for developers, distributors, and any other organizations, then such agreements shall be followed.

• **Terms of the Service**: This Agreement, the Personal Data Protection Policy, other policies, public offers, and agreements concluded between the Company and Users, all rules,

interpretations, announcements, statements, consents, and other documents that have been and will be subsequently issued by the Company, as well as all regulations, implementation rules, product and service descriptions, releases, and announcements.

- **Applicable Law**: Set of international treaties, laws, by-laws, clarifications, and instructions issued by public authorities, including but not limited to the highest judicial and executive authorities, valid on the territory of the Russian Federation.
- **Providers**: The Company and all companies, including but not limited to legal entities that are not part of the group of companies and teams that provide the Service and are responsible for the provision thereof. Under this Agreement, Providers may change as the Company develops, in which case new Providers shall fulfill their obligations under the Agreement, and the pool of Providers may be expanded by the Company due to the provision of new services.
- **Registration**: Provision by the User of the information required to create a Personal Account on the Website (or another similar resource or service) for the purpose of their identification and subsequent interaction with the Company.
- **Website**: Collection of Software, the exclusive right to which belongs to the Company, and information posted at https://coinkyt.com/. The Website is administered by the Company. • **Service**: Platform with various services and functions (including services for access to software products and solutions, libraries, and API services) provided to the User by the Company free of charge or on payment. The Service uses internet technologies and/or distributed data registry technologies (blockchain) offered through the Company's Website, mobile apps, and other platforms (including platforms that may appear in the future). One of the Company's Services is a digital asset security platform available at https://coinkyt.com/ that provides instruments for online assessment of risks associated with Digital Assets. • **Parties**: Parties to this Agreement (the User, on the one hand, and the Company, on the other hand).
- **Account**: Collection of the User's data necessary to identify them and provide access to their data and Personal Account settings.
- **Digital Asset**: Set of digital rights (Article 141.1 of the Civil Code of the Russian Federation), digital currencies (Section 3 of Article 1 of the Federal Law No. 259-FZ on Digital Financial Assets, Digital Currencies, and Amendments to Certain Legislative Acts of the Russian Federation of July 31, 2020), digital financial assets (Section 2 of Article 1 of the Federal Law No. 259-FZ on Digital Financial Assets, Digital Currencies, and Amendments to Certain Legislative Acts of the Russian Federation of July 31, 2020), as well as other objects of civil rights, in respect of which the Service may be provided.
- **Company** – CoinKyt Limited Liability Company (a Party to this Agreement) that provides an

ecosystem consisting of websites (including but not limited to https://coinkyt.com/ and other domain names and websites), mobile apps, plugins, bots, libraries (dynamic-linked and static), applets, API services, and other applications developed to provide the Service, including independently operated platforms, websites, plugins (for example, API services, plugins, Telegram bots). In the event of any inconsistency between the terms of use of the above platforms and the contents of this Agreement, the respective terms of use shall prevail and the present Agreement shall apply to the part not regulated thereby.

1. SUBJECT OF THE AGREEMENT

1.1. This Agreement (hereinafter referred to as the "Agreement") contains the terms and conditions for the use of **CoinKyt Electronic Service located at** https://coinkyt.com/ **(hereinafter referred to as the "Service")** and the terms of access to the provided services, and is concluded between CoinKyt Limited Liability Company OGRN 1227700406042, INN 9724089320, address: 115230, Moscow, Khlebozavodsky proezd, 7 building 9, premises. 43/n, Russia (hereinafter referred to as the "Company"), registered and operating on the territory of the Russian Federation, and the User of the Service (hereinafter referred to as the "User") who has completed the registration of a Personal Account for the purpose of personal use of the Services.

1.2. This Agreement is an electronic agreement between the User and the Company as well as with the third party engaged by the Company (hereinafter referred to as "Providers"). Any other written or oral agreements previously existing between the User and the Company are hereby superseded and cancelled. CoinKyt Limited Liability Company shall hereby grant to the User a non exclusive license to access the Service and use the Services solely for the purpose of this Agreement. The Company is the administrator of the Website and other domain names and websites, including landing pages. The Company is entitled to engage Providers to provide the Services. A change of Providers shall not entail a change in the rights and obligations regarding the User's use of the Services provided by the Company under this Agreement.

1.3. All contents of the Service (including texts, graphics, user interfaces, photographs, trademarks, logos, sounds, music, works of art, computer codes, web design, and website

structure as well as the selection, organization, and arrangement of content on websites and/or mobile apps) is owned, controlled, or licensed by CoinKyt Limited Liability Company and is protected by trademarks, patents, and other property rights, including intellectual property rights.

1.4. **The Agreement shall be considered accepted by the User when they check the checkbox under "I accept the terms of the User Agreement" in the registration form and express their consent and acceptance of the terms of this Agreement by clicking the Next button on the registration page.**

2. ACCEPTANCE. DURATION OF AGREEMENT. CHANGES TO AGREEMENT

2.1. This Agreement, permanently posted on the Website and containing all the terms and conditions determined in accordance with the Applicable Law, is a public offer of the Company within the meaning of Section 2 of Article 437 of the Civil Code of the Russian Federation to conclude this Agreement with any person on the terms and conditions specified hereof. The period for accepting this offer (Agreement) is unlimited as long as this Agreement is posted and available on the Website to an unlimited number of persons.

2.2. Upon acceptance of this offer (Agreement), the User shall enter into an accession agreement with the Company within the meaning of Article 428 of the Civil Code of the Russian Federation. The User shall accede to this Agreement as a whole, without any conditions or modifications. By accepting this Agreement, the User confirms that this Agreement is enforceable, does not contain any burdensome conditions that they do not accept, and they are able to participate in determining the terms of this Agreement.

2.3. The Agreement is considered to be concluded in writing on the basis of Section 3 of Article 434 and Section 3 of Article 438 of the Civil Code of the Russian Federation, according to which the written form of an agreement is considered to be complied with if a written proposal to conclude the agreement is accepted implicitly.

2.4. Acceptance of the terms of the Agreement shall mean taking by the User of the following implicit actions, collectively or individually:

2.4.1. Registration of a Personal Account on the Website and entering the User's registration data into their profile during registration (password, username, email address, and/or phone number).

2.4.2. Confirmation of the User's email address when registering a Personal Account on the Website.

2.4.3. Checking of the checkbox under "I accept the terms of the User Agreement" in the

registration form and clicking the Next button on the registration page.

2.4.4. Continued use of the Website.

2.5. The Company shall publish changes to this Agreement on its Website and/or in the Personal Account. The Company may send messages to the email addresses of registered Users, but sending emails about changes in the terms of this Agreement shall be a right and not an obligation of the Company.

2.6. Acceptance of the amended terms of the Agreement posted on the Website and/or in the Personal Account shall mean taking by the User of the implicit actions listed in Section 2.4 hereof, collectively or individually.

2.7. If the User does not agree with the changes made, they must immediately stop using the Website and other Company Services.

2.8. This Agreement is considered to be concluded in full from the moment the User accepts this Agreement.

2.9. By accepting the terms of this offer (Agreement) and changes thereto, the User shall:

2.9.1. Confirm that they have read the Agreement.

2.9.2. Assume the rights and obligations stipulated therein.

2.9.3. Assume responsibility for the obligations imposed on the User as a result of the conclusion of this Agreement.

2.9.4. Confirm the accuracy of their registration data and assume responsibility for its completeness, accuracy, and reliability.

2.9.5. Assume all possible risks associated with providing incorrect or inaccurate information.

2.10. The Agreement may be terminated prematurely by agreement of the Parties or on the initiative of one of the Parties.

3. GENERAL PROVISIONS

3.1. The subject of this Agreement is both the current Services of the Company and the Services that will be developed and available to the Users in the future. When the Company provides a new Service or removes an existing Service, the subject of the Agreement shall change accordingly, to which the User shall agree.

3.2. This Agreement is a civil contract between the User, the Company, and its Providers that creates legal rights and obligations.

3.3. By accepting this Agreement, the User confirms and guarantees to the Company that: 3.3.1.

The User has provided correct personal information during Registration and for document preparation.

3.3.2. The User shall not violate the legislation of the Russian Federation on personal data and/or the rights of third parties by transferring the Company's information to any other third party. 3.3.3. The User fully and unconditionally agrees with the terms of this Agreement and other documents that need to be adhered to for the conclusion of this Agreement. 3.3.4. The User has all the rights and powers necessary to enter into and execute this Agreement.

3.3.5. The User is not subject to bankruptcy, liquidation, reorganization, administrative suspension of activities, or other procedures that affect or may affect their legal status and capacity.

3.3.6. The User is not included in the list of foreign and international non-governmental organizations whose activities are recognized as undesirable on the territory of the Russian Federation located at: https://minjust.gov.ru/ru/documents/7756/.

3.3.7. The User is not included in the unified register of foreign agents available at https://minjust.gov.ru/ru/activity/directions/942/.

3.3.8. The User is not included in the list of organizations and individuals in respect of which there is information about their involvement in extremist activities or terrorism located at https://www.fedsfm.ru/documents/terr-list.

3.3.9. By concluding and executing this Agreement, the User acts within the framework of the legislation of the Russian Federation and does not violate the rights of third parties.

3.3.10. The User is not a defendant in a criminal case.

3.3.11. When using the Service and executing this Agreement, the User shall not: 3.3.11.1. Violate the rights of third parties, including minors, and/or cause harm in any way. 3.3.11.2. Impersonate any other person or representative of an organization and/or community (including the Company) without sufficient rights thereto, use any other forms and methods of illegal representation of other persons on the internet, as well as mislead other Users and/or the Company as to the properties and characteristics of any subjects or objects.

3.3.11.3. Upload, send, transmit, or otherwise post and/or distribute content if not authorized to do so by law or contract.

3.3.11.4. Upload, send, transmit, or otherwise post and/or distribute unauthorized advertising information or spam.

3.3.11.5. Upload, send, transmit, or otherwise post and/or distribute any materials containing viruses or other computer codes, files, or programs designed to breach, destroy, or limit

the operation of any computer or telecommunication equipment or software or gain unauthorized access thereto, as well as serial numbers for commercial software products and programs for their generation, logins, passwords, and other means of unauthorized access to paid online services, as well as links to such information.

3.3.11.6. Illegally collect and store personal information of other persons.

3.3.11.7. Interfere with the normal operation of the Service and/or the Company. 3.3.11.8. Assist any actions violating the restrictions and prohibitions imposed by this Agreement and Applicable Law.

3.3.11.9. Reproduce, repeat, copy, sell, resell, and use for any commercial or other purposes any part of the Service, including software, without permission of the Company. 3.3.11.10. Otherwise violate the provisions of Applicable Law and terms of this Agreement.

4. ACCOUNT

4.1. The User may apply to register an Account at their own discretion. Upon registration, the User must provide information required to create a Personal Account and establish interaction between the User and the Company, accept this Agreement and the Personal Data Protection Policy posted on the Website, as well as the public offer for the conclusion of an agreement for the provision of information services (for individuals) or the terms of the agreement for the provision of information services (for legal entities, individual entrepreneurs, and self-employed individuals) posted on the Website.

4.2. The Company may, at its discretion, refuse the User to register an Account if there are doubts about the accuracy of their registration data as well as their compliance with the provisions of Section 3.3 hereof.

4.3. The User agrees to provide complete and accurate information during registration and update it upon request to keep the information accurate and up-to-date.

4.4. The User can have only one primary Account at a time. This rule shall apply to all Users without exception, including but not limited to individuals, self-employed individuals, individual entrepreneurs, as well as legal entities regardless of their legal form.

4.5. The User may be required to create a separate Account independent of the main Account for individual Company services in accordance with the provisions of this Agreement or other rules. The registration, use, protection, and management of such Accounts shall be governed by the provisions of this Agreement unless otherwise expressly stated in special rules regarding the provision of individual services by the Company through such separate Accounts.

4.6. The registration of an Account shall be deemed as the User’s consent to the processing of their personal data in accordance with the Personal Data Processing Policy posted on the Website. The information provided by the User may be used or processed to verify the User's identity, detect traces of money laundering, terrorist financing, fraud, and other financial crimes, or for other lawful purposes.

4.7. The User gives consent to the Company and its Providers to conduct the necessary investigations directly or through third parties to verify the User’s identity or protect them and/or the Company from crimes and other violations of the law. By providing the required information (registration and other data), the User confirms its validity, relevance, and accuracy.

4.8. After registration, the User is obliged to ensure the accuracy, relevance, completeness, and timely updating of information in case of changes. If there is reason to believe that any of the information provided by the User is incorrect, out of date, or incomplete, the Company reserves the right to send a notice to the User requesting them to correct or delete this information. Depending on the circumstances, the Company is entitled to terminate the User’s access to the Service and/or the provision of all or part of the services. If the Company is unable to contact the User using the provided contact information, the User shall be fully responsible for any losses or expenses caused to the Company during the use of the services by the User.

4.9. The Account can only be used by the User who registered it. The Company reserves the right to suspend or block the use of the Account by persons other than the Account holder. If the User becomes aware of any unauthorized use of their registration data for authorization in their Personal Account, they must immediately notify the Company thereof. The Company shall not be responsible for any harm, losses, and expenses arising from the use of the Account by the User or any third party with or without the User’s permission.

4.10. The User is obliged to treat their registration data, Accounts, Personal Accounts, and the information contained therein as restricted (confidential) information and not disclose it to any third parties.

4.11. The User shall be solely responsible for the safety and confidentiality of their registration data (username, password, etc.) and other information (API keys, etc.), as well as for the actions performed in their Personal Account.

4.12. The User is obliged not to transfer the API key and their registration data (username and password) to third parties, except in cases where such transfer is permitted by the special rules for the provision of individual Services.

4.13. By creating a Personal Account, the User agrees to:

4.13.1. Immediately notify the Company if they become aware of any unauthorized use of their Account and password or any other violation of security rules.

4.13.2. Strictly comply with all the Company’s rules and procedures relating to security, authentication, and authorization.

4.13.3. Take appropriate steps to log out of their account at the end of each visit. 4.14. The Company is entitled to immediately suspend the User's Account (and any Accounts whose beneficial owner is an organization or entity affiliated with the User) as well as suspend access to the Service for any justified reason, including when the Company has reason to believe that such Accounts are used in violation of this Agreement, the Personal Data Processing Policy, other rules of the Service, or any applicable laws and regulations.

4.15. The Company shall not be liable to the User for any permanent or temporary changes in the Account, suspension or termination of the User's access to all or any part of the Service. 4.16. The Company reserves the right to store and use the data and other information related to the Account.

4.17. The above Account control measures shall also apply in the following cases:

4.17.1. Detection of unusual activity in the User’s Account;

4.17.2. Detection of unauthorized access to the User’s Account;

4.17.3. Legal obligation of the Company to carry out the above control measures by decision of judicial or other competent authorities.

4.18. The Company is entitled to immediately block, revoke, and/or cancel the Account in the following cases:

4.18.1. The Company has ceased to provide services to the User.

4.18.2. The User has registered a Personal Account (independently, through third parties, or in the name of any other person) after their Account Registration was blocked, revoked, and/or cancelled.

4.18.3. The information provided by the User is incorrect, inaccurate, irrelevant, or incomplete.

4.18.4. The User has refused to accept the amended terms of this Agreement by submitting a request to cancel their Account or otherwise.

4.18.5. At the request of the User.

4.18.6. Under any other circumstances in which the Company considers it necessary to terminate the User’s access to the Service.

4.19. After the User's Account is blocked, revoked, and/or cancelled, the information about the Account and transactions which meets the data storage regulations shall be securely stored for a

period of time stipulated by the legislation of the Russian Federation.

5. TERMS OF USE

5.1. After registering an Account, the User gains access to the Service and services of the Company/Providers and can take part in User events conducted by the Company in accordance with the provisions of this Agreement and other rules. The Company is entitled to:

5.1.1. Provide, change, or terminate/limit the User's access to any services of the Company and the Service at its own discretion.

5.1.2. Allow or prohibit some Users' use of any of the services and access to the Service in accordance with this Agreement and other rules.

5.2. The User undertakes to comply with the following rules:

5.2.1. All actions performed by the User while using the Service shall comply with the requirements of Applicable Law, this Agreement, as well as other Rules of the Company; 5.2.2. The User's use of the Service shall not violate the public interest, public ethics, or legal interests of others, including any actions that may interfere with, disrupt, negatively affect, or prohibit other Users from using the Service.

5.2.3. The User's use of the Service shall not disrupt the normal functioning of the Service and the Company.

5.2.4. The use of the Service for the following commercial purposes is prohibited without the written consent of the Company:

5.2.4.1. Data transmission or streaming using any Company data.

5.2.4.2. Any other websites, applications, and services that charge for the data received from the Company or otherwise make a profit from using the Service (except for the referral program).

5.2.4.3. Use of intellectual property in any way, except for the cases expressly provided in this Agreement and other Rules.

5.2.5. The User shall not:

5.2.5.1. Use any links, web crawlers, bots, or other automatic devices, programs, scripts, algorithms, or methods, or any similar or equivalent manual processes to access, obtain, copy, or monitor any part of the Service's functionality; copy or circumvent the navigational structure or presentation of the Services in any way to obtain or attempt to obtain any materials, documents, or information through any means not intentionally made available through the Service.

5.2.5.2. Attempt to gain access to any part or function of the Service provided through User

authorization without such authorization, or connect to the Service or any other Company systems or networks by hacking, password mining, or any other illegal or prohibited means.

5.2.5.3. Probe, scan, or test the vulnerability of the Service or any connected network or breach any security or authentication measures used by the Service or any connected network.

5.2.5.4. Reverse search, trace, or attempt to trace any information of other Users or visitors to the Service.

5.2.5.5. Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or any connected systems and networks.

5.2.5.6. Use any devices or software to interfere with the normal operation of the Service or the Company.

5.2.5.7. Falsify information, impersonate another person, or otherwise manipulate identification in order to disguise their identity or the origin of messages or information that the User sends to the Company.

5.2.5.8. Use the Service in an illegal manner.

5.2.6. The Company/Providers are entitled to investigate any violation of this Agreement and other Rules, both independently and with the involvement of third parties and competent authorities; unilaterally determine whether the User has violated this Agreement and other Rules, and make appropriate decisions without the User's consent or prior notice. Examples of such actions include but are not limited to:

5.2.6.1. Blocking, revocation, or cancellation of the User's Account.

5.2.6.2. Reporting the incident to law enforcement.

5.2.6.3. Publication of alleged violations and measures taken.

5.2.6.4. Deletion of information published by the User in violation of this Agreement and other Rules.

6. AGREEMENT AND SERVICE TERRITORY

The Company reserves the right to select territories (states, economic unions, jurisdictions, regions) where it conducts its business activities and limit or refuse, at its discretion, to provide access to the Service to Users from certain territories.

7. INTELLECTUAL PROPERTY

7.1. The Company shall be the sole copyright holder of the Service.

7.2. The Company shall grant the User a revocable, non-exclusive, non-transferable (not subject

to sublicensing) license to use the Service on their digital (computer) device solely for personal needs not related to business or other income-generating activities, provided that the User complies with this Agreement and other Rules. The User shall be permitted to use the Service in the following limited ways not subject to broad interpretation:

7.2.1. Reproduction necessary for the functioning of the Service on the User's digital (computer) device.

7.2.2. Remote access to the Service.

7.3. The User shall be permitted to use the Service under this license provided that all marks of copyright and related rights, trademarks, other notices of authorship, the name (or pseudonym) of the author/copyright holder, and the corresponding object are preserved unchanged.

7.4. The license validity period shall be equal to the validity period of the public offer and agreement concluded with the User. Upon termination of this Agreement (in case of Account cancellation, etc.) and/or other Rules, the license agreement provided for in this section of the Agreement shall also be automatically terminated.

7.5. The territory in which the User is granted a license in accordance with this section of the Agreement shall be determined according to the rules set forth in Section 6 hereof. 7.6. The User shall be prohibited from using the Service for resale or commercial purposes on behalf of other individuals or legal entities. All of the above actions shall be strictly prohibited and constitute a material violation of this Agreement. The content layout, format, functions, and access rights to the Service shall be determined at the discretion of the Company. 7.7. The User shall not be entitled to perform any actions with the Service except for access and reproduction, particularly:

7.7.1. Make copies or download the content to a physical or digital medium for any purpose, including its distribution to third parties through sale or other disposition.

7.7.2. Distribute copies of the content.

7.7.3. Change or modify the Service, including by creating derivative works.

7.7.4. Make the content public.

7.7.5. Perform reverse engineering, decompilation, and disassembly of the Service or its elements, as well as any other actions aimed to determine the Service operation algorithm or collect information on the technical aspects of Service operation.

7.7.6. Mention the Services in publications, materials, and public speeches without reference to the Company.

7.7.7. Exercise any other powers included in the exclusive right to the Service. 7.8. The rights to the Service shall not be alienated to the User. All text, graphics, audiovisual elements (interface),

photos, sounds, flow diagrams, source text, object code, computer programs, products, information, and documents, as well as the design, structure, selection, coordination, appearance, general style, and arrangement of all content included in or made available through the Service are owned by the Company or provided by Providers or their affiliates. 7.9. The Company shall have exclusive rights to all feedback, suggestions, ideas, and other information or materials about the Company or the Service submitted by the User by email or other means.

7.10. The content and other elements of the Service shall only be used within the functionality of the Service. No elements of the Service or content posted on the Service shall be used in any other way without the Company's prior consent.

7.11. The Service may contain links to other websites (third party websites). Such third parties and their content shall not be verified by the Company for compliance with any requirements (accuracy, completeness, validity, etc.). The Company shall not be responsible for any information or materials posted at third party websites which the User may access through the Service, including any opinions or statements, advertising, etc., as well as for the availability of such websites or content and consequences of their use by the User.

7.12. A link (in any format) to any website, product, service, commercial or non-commercial information published on the Service shall not be considered as approval or recommendation of such products (services, activities) by the Company.

8. LIMITATION OF LIABILITY

8.1. The Company shall not guarantee the accuracy, applicability, reliability, integrity, validity, or appropriateness of the information provided on the Service and is not responsible for any loss or damage that may be directly or indirectly caused by the use of such information by the User. The information provided on the Service may change without notice to Users, and the main purpose of providing this information is to help Users make independent decisions.

IMPORTANT: The Company does not provide investment or advisory consultations of any kind and is not responsible for the use or interpretation of the information provided on the Service.

8.2. The User shall use the Service at their own risk. The Service is provided "as is" and "as available." The Company shall not assume any responsibility, including for the compliance of the Service with the User's objectives.

8.3. The Company shall not guarantee that:

8.3.1. The Service complies with the User's requirements.

8.3.2. The Service will be provided continuously, promptly, reliably, and without errors. 8.3.3. The results received from the Service are accurate and reliable and may be used for any purpose or in any capacity.

8.3.4. The quality of any product, service, information, etc. received through the Service will meet the User's expectations.

8.4. Any information and/or materials to which the User gains access through the Service shall be used by the User at their own risk, and the User shall be solely responsible for any possible consequences of using such information and/or materials, including any damage to the User's computer or third parties, loss of information, or any other damage.

8.5. The Company shall not be liable for any losses resulting from the User's use of the Service or any of its elements or functions.

8.6. The liability of the Company and its affiliates under Article 15 of the Civil Code of the Russian Federation shall under any circumstances be limited to 10,000 (ten thousand) rubles and imposed only if they are found guilty.

8.7. The User agrees to indemnify and hold harmless the Providers, their affiliates, contractors, licensors, and their respective directors, officials, employees, and agents from and against any claims, actions, proceedings, investigations, demands, suits, expenses, and damages (including legal fees, fines, and penalties imposed by regulatory authorities) arising out of or related to:

8.7.1. Use of the Service or actions related thereto.

8.7.2. Violation by the User of this Agreement and/or other Rules.

8.7.3. Violation by the User of the applicable law or legal rights and interests of third parties while using the Service.

8.8. The Company is not a financial/lending institution, broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to the User in connection with any decisions or actions taken by the User with the help of the Service. No messages or information provided to the User as part of the Service is intended and shall be considered or construed as investment, financial, trading, or other advice. The User shall be solely responsible for determining the relevance of information to their personal goals, financial situation, and risk tolerance, as well as for any losses or liabilities associated therewith.

IMPORTANT: The Company cannot recommend that the User buy, sell, or hold any Digital Asset. Before deciding to buy, sell, or hold any Digital Asset, the User should perform their own due diligence and consult with their financial advisors before making an investment decision. The Company is not responsible for decisions to buy, sell, or hold Digital Assets made by Users based on the information provided by the Service.

9. FORCE MAJEURE

9.1. The Parties shall be released from liability for complete or partial failure to perform their obligations under this Agreement if such failure resulted from force majeure circumstances that made it completely or partially impossible for one of the Parties to fulfill its obligations. In particular, the Parties acknowledge that for the Company, force majeure circumstances may include, without limitation, technological failures in the operation of information and telecommunication networks, as well as computer attacks (DDoS attacks, IP spoofing, phishing attacks, etc.).

9.2. Obligations not affected by force majeure circumstances shall be fulfilled by the Parties in full.

10. COMMUNICATION BETWEEN THE PARTIES

10.1. All official announcements, news, and promotions shall be posted on the Website. Users undertake to access these materials regularly and in a timely manner. The Company shall not be responsible for the losses incurred by the User due to their failure to timely familiarize themselves with the information posted on the Website.

10.2. The Parties undertake to use the email addresses and identifiers specified in this Agreement, Accounts, and Personal Accounts to send notifications, messages, instructions, and other legally significant messages related to this Agreement. The Parties are entitled not to take into account messages and documents sent from email addresses not specified therein. The persons who send messages from these email addresses shall be considered authorized representatives of the Parties unless proven otherwise.

10.3. The Parties may use simple electronic signatures for correspondence and execution of this Agreement according to the rules established herein. For these purposes, Section 10 hereof shall be an agreement on electronic communication between the Parties.

10.4. The User shall use the email address and/or phone number specified during registration. Each of these identifiers shall be recognized as a simple electronic signature of the User in their communication with the Company through their Personal Account and/or email client.

10.5. The Company shall use the following identifiers, each of which shall be recognized as a simple electronic signature of the Company:

10.5.1. Email address: info@coinkyt.com.

Which is recognized as the Company’s simple electronic signature.

10.6. The Parties shall exchange legally significant messages through the User’s Personal Account on the Website.

10.7. Communication via specified email addresses and phone numbers or via the User's Personal Account which can only be accessed using the specified email address and/or phone number, as well as via Telegram shall be recognized by the Parties as equivalent to paper correspondence and shall require no seal affixed thereto.

10.8. Signature verification in electronic communication shall be carried out by comparing the email address and/or phone number or Telegram username with email addresses, phone numbers, and Telegram usernames assigned to the Parties (Sections 10.4-10.7 hereof).

10.9. The Parties acknowledge that documents received by fax, electronic, or other means, including electronic messages and Telegram messages, can be used by the Parties as written evidence in court proceedings and other legal matters.

11. PERSONAL DATA

11.1. The User shall act as an operator of personal data when using the Service to obtain information on the following categories of personal data subjects:

11.1.1. Parties to Digital Asset transactions.

11.1.2. Owners of Digital Assets.

11.2. The Parties acknowledge that for the purposes of this Agreement the User may transfer personal data of third parties to the Company.

11.3. The Company may search for information on Digital Assets at the User’s request. The information obtained at the User's request may be qualified as personal data. Such information may be directly or indirectly related to parties to Digital Asset transactions/owners of Digital Assets. In particular, the following information may be obtained regarding these persons:

11.3.1. First name, last name, and patronymic (in Cyrillic or Latin); publicly known pseudonym; username used on social media (Telegram, Twitter, Discord, VK, etc.); email address; payment card number; bank account number; phone number (mobile or landline); account number (client ID); and other information which can be used to directly or indirectly identify the parties to Digital Asset transactions/owners of Digital Assets.

11.4. A different scope of personal data/information and a list of personal data subjects may be established in relevant agreements between the User and the Company.

11.5. The Company has no personal interest or purpose in processing information specified in Section 11.3 hereof. Information processing objectives, methods, time, and terms shall be determined by the User. The Company shall act solely on behalf of the User when receiving and processing such information.

11.6. The User shall assure the Company in accordance with Article 431.2 of the Civil Code of the

Russian Federation that they have received from third parties whose personal data is transferred to the Company substantive, specific, informed, conscious, and unambiguous consent given freely, on their own free will, and in their own interest for the processing of their personal data and transfer thereof to the Company for pre-established purposes in full compliance with the provisions of the Federal Law No. 152-FZ on Personal Data of July 27, 2006.

11.7. The User shall assure the Company in accordance with Article 431.2 of the Civil Code of the Russian Federation that the transfer to the Company of personal data of third parties as well as subsequent processing thereof for the purposes of this Agreement and other agreements between the Company and the User are compatible with the purpose of the initial collection of personal data from such persons in accordance with Article 18 of the Federal Law No. 152-FZ on Personal Data of July 27, 2006.

11.8. The User shall assure the Company in accordance with Article 431.2 of the Civil Code of the Russian Federation that the receipt and processing of information regarding the parties to Digital Asset transactions and owners of Digital Assets specified in Section 11.3 hereof does not violate the requirements of Applicable Law, including the legislation of the Russian Federation on personal data.

11.9. The User shall assure the Company in accordance with Article 431.2 of the Civil Code of the Russian Federation that the receipt and processing of information regarding the parties to Digital Assets transactions and owners of Digital Assets specified in Section 11.3 hereof does not violate the requirements of Applicable Law, including the legislation of the Russian Federation on personal data.

11.10. The Parties acknowledge that the Company shall not obtain consent from third parties for the processing of their personal data/information for the purposes of this Agreement as well as notify them about the processing of their personal data/information, because the User shall notify them in accordance with Section 4 of Article 18 of the Federal Law No. 152-FZ on Personal Data of July 27, 2006 or such notification shall not be required in accordance with Applicable Law.

11.11. If third parties (their representatives) or public authorities request information regarding the legality of the processing of personal data of third parties, the User shall provide full assistance to the Company in preparing a complete and comprehensive response with all necessary evidence attached.

11.12. The Platform reserves the right to send technical and service notifications to the User's registered email address. Such communications are strictly transactional, do not constitute marketing, and are necessary for ensuring proper system operation

11.13. The details of the processing of personal data and other information arising in connection

with the conclusion and execution of this User Agreement and provision of the Service shall be regulated in separate agreements between the Company and the User containing corresponding instructions for the processing of personal data and other information.

12. DISPUTE RESOLUTION

12.1. All disputes arising from this Agreement and/or other Rules and related (including but not limited to) to conclusion, interpretation, execution, termination, and invalidity thereof, shall be resolved by the Parties through negotiations.

12.2. In case of a dispute, the interested Party shall send a claim to the other Party in writing signed by an authorized person or in accordance with Section 10 hereof. The letter containing the claim shall be accompanied by documents substantiating the stated requirements.

12.3. The receiving Party shall consider the claim and notify the interested Party of the results in writing within 30 (thirty) calendar days from the date of receipt of the claim. 12.4. Any dispute that cannot be resolved by negotiations shall be referred to the Moscow Arbitration Court.

13. APPLICABLE LAW

13.1. This Agreement shall be regulated and interpreted according to laws of the Russian Federation. Any issues not regulated hereby shall be settled according to Russian law.

14. TRANSFER OF RIGHTS

14.1. As a general rule, no rights or obligations of the Parties arising from this Agreement shall be subject to assignment, transfer, or delegation to any third parties. The Company is entitled to engage third parties, including Providers, to execute this Agreement and acquire rights and obligations hereunder for the most complete and effective provision of the Service to Users.

15. FINAL PROVISIONS

15.1. This Agreement and other Rules shall not be construed as facts or evidence of affiliation between the Parties.

15.2. The provisions of this Agreement shall be interpreted literally, taking into account the specifics of terms and grammatical structures used herein.

15.3. If part of this Agreement is declared invalid, illegal, or unenforceable, this part shall lose its legal force, and the remaining provisions shall remain valid unless this contradicts the nature of the relationship and intentions established between the Parties.

15.4. This Agreement constitutes the entire agreement between the Parties and shall replace all prior agreements and correspondence between the Parties relating to the subject of this Agreement.

16. CONTACT DETAILS

CoinKyt Limited Liability Company

Address:

115230, Moscow, Khlebozavodsky proezd, 7 building 9, premises. 43/n, Russia

OGRN 1227700406042

INN 9724089320

KPP 772401001

Bank details:

ALFA-BANK JSC

BIC 044525593

Acc. 40702810801300035924

Corr. acc. 30101810200000000593

Contact details:

Email: info@coinkyt.com