

**USER AGREEMENT FOR THE USE OF ELECTRONIC SERVICES OF  
PRIVATE COMPANY "SKYBRIDGE DIGITAL FINANCE LTD."**

This User Agreement for the use of electronic services of the private company "SkyBridge Digital Finance Ltd." (hereinafter - the Agreement) defines:

1) terms of use of the mobile application "SB Digital Finance" (hereinafter referred to as the "Application") and/or the web-site and/or online services, which are provided using the electronic services of the Private Company "SkyBridge Digital Finance Ltd." (hereinafter referred to as the "Company"), hereinafter jointly or separately referred to as the "Services";

2) privacy policy regarding all information that the Company, Right Holders, and other persons (if applicable) may obtain about the User during the use of the Services;

3) information about the risks arising in the process of using the Services by the User;

4) the terms and conditions of services provided by the Company;

5) other policies and regulations posted by the Company on the web-site, in the Appendix under this Agreement.

Use of the Services means that the User has read, understood and unconditionally accepted all the terms and conditions contained in this Agreement, the public contract on brokerage services (hereinafter - the Contract) and other policies/regulations published on the website, in the Appendix under the Agreement, including the privacy policy regarding the collection, processing and storage of his/her personal information. By agreeing with them, the User also consents to the processing of personal data and other personal information, including their cross-border transfer under the terms of the Agreement. The User cannot choose which terms apply to him/her.

The User may use the Services only if the User can legally enter into this Agreement with the Company in accordance with applicable law. If User uses the Services, User agrees to do so in accordance with this Agreement and applicable laws and regulations. User is solely responsible for understanding and complying with any laws, rules and regulations of a particular jurisdiction that may be applicable to User in connection with User's use of any Company Services.

**THE USER MUST REALIZE AND ACCEPT THAT TRADING IN DIGITAL ASSETS INVOLVES POTENTIAL SIGNIFICANT RISKS AND LOSSES, AS WELL AS THEIR STORAGE. DIGITAL ASSETS ARE REGULATED BY AN AUTHORIZED BODY IN ACCORDANCE WITH APPLICABLE LAW. THEREFORE, THE USER SHOULD CAREFULLY CONSIDER WHETHER TRADING IN DIGITAL ASSETS IS SUITABLE FOR THE USER, TAKING INTO ACCOUNT THE USER'S FINANCIAL SITUATION AND PERSONAL CIRCUMSTANCES.**

By using the Company's Services and entering into this Agreement, User fully understands and is aware of the inherent and potential risks associated with investing in any products or services provided by the Company, including, but not limited to, the risk of total loss of User's funds and investment or delays in payment or realization of benefits associated with the provision of Services by the Company through the Services operating in a regulatory test mode ("Fintech Lab").

**1. TERMS AND DEFINITIONS**

**"Contract"** - a public contract on provision of brokerage services by the Company, placed on the official Internet resource of the Company, establishing the procedure and terms of provision of brokerage services.

"**AIFC**" - International Financial Center "Astana".

"**Onboarding**" - the procedure of verification of the user for the conclusion of the Contract and further receipt of the Company's Services.

"**User**" - any individual using the Company's Services.

"**Right holder**" - a person who has exclusive rights to the Application transferred for use to the Company.

"**Services**" - the ability to remotely perform operations available in the Application, receive and exchange information (the full list is determined based on the functionality available at the time of use of the Application). The Services shall be provided subject to the terms and conditions of the Contract, and the execution of documents required for this purpose may be performed through the Application by filling in the relevant electronic template therein, unless otherwise provided for in the Contract. At the same time, in the event of any conflict between the provision of the Services under the Agreement and the Contract, the terms and conditions of the Contract shall prevail.

"**Fiat Currency**" - a currency issued by or on behalf of the government of the country (or countries) of issue and recognized as legal tender in that or those countries by government decree, regulation, or law.

"**Digital Assets**" - a digital representation of value that (1) can be traded digitally and functions as (a) a medium of exchange; or (b) a unit of account; or (c) a means of savings; (2) can be exchanged for Fiat Currency but is not issued or guaranteed by the government of any jurisdiction, and (3) performs the foregoing functions only by agreement within the digital asset user community; and, accordingly, (4) is distinct from Fiat Currency and electronic money.

## 2. TERMS OF SERVICE PROVISION

### Eligibility of the User

2.1 All Users may access certain publicly accessible sections of the particular Services.

2.2 A registered User may access and use the Services. In order to use the Services, it is necessary to register a User account (hereinafter referred to as "Account").

2.3. Registration as a User of the Company's Services is carried out on condition that the User provides the Company with an application for Onboarding, as well as information and documents confirming that the User meets the following criteria:

- 1) must complete the registration form provided by the Company, either online or by another method of which the Company will notify the applicant;
- 2) is over 18 years of age;
- 3) must have the legal ability to enter into the Contract;
- 4) the User's right to access the Services also depends on the country in which the User resides. Residents of countries that are subject to sanctions or bans are not allowed to use the Services. Information on such countries can be found in the internal regulations on anti-money laundering and financing of terrorism;
- 5) It is necessary to provide supporting documents that may be required by the Company to carry out the Know Your Customer (KYC) procedure defined by the Company in accordance with the Company's internal policy;
- 6) The User must not have any indication of involvement in money laundering or terrorist financing as determined by the Company in its sole discretion;
- 7) The User confirms that the application is submitted on his/her behalf and that the Account is used by the User on his/her behalf and not as a representative of any third parties;
- 8) User has agreed to this Agreement and privacy policy;
- 9) User shall meet any other criteria and procedures that the Company may determine from time to time in accordance with the Company's internal policies or as required by applicable law; and
- 10) User's continued use of the Services must be in accordance with the above access criteria, applied with necessary modifications.

The Company may, in its sole discretion, deny access to the Services to the User.

2.4 The User agrees to provide the Company with information requested to verify identity and to detect possible money laundering, terrorist financing, fraud or any other financial crime, and the Company is obliged

to keep a record of such information. The User must undergo certain verification procedures before being allowed to use or continue to use the Services and/or the Services. The restrictions and limits that apply to the Services are subject to change based on information that is collected on an ongoing basis.

2.5 The use of the Services to obtain services is subject to threshold limits or limited transaction size specified in tenge or such other acceptable Fiat currency as the Company may establish. Transaction limits may vary depending on the User's payment method, the verification steps the User has gone through and other factors. The Company reserves the right to change the applicable limits at its discretion.

2.6 The Company may require the User to immediately provide additional information about himself and his business (if any), property, assets and organize online meetings, if necessary, with the Company's employees.

## **Account**

2.7 In order to use the functions of the Services that provide access to services, the User must create a User Account (register in the Application) by following the registration instructions. The User agrees to keep the information associated with their Account accurate, complete and up-to-date.

2.8 The User warrants that the login and other User data and equivalent information required to access the User Account are confidential and used in a secure manner that is not accessible to third parties. The User may only have one personal Account.

2.9 If it is suspected that any unauthorized person has learned the User's credentials or has access to the User's Account, the User must immediately notify the Company. The User is responsible for any use of the Application by any third party and any activity under the User Account.

2.10. Each Account opened by the Company is maintained and managed exclusively by a particular User and is not transferable to any other person. Only the User can log in to the system through his/her Account, as well as fully use services.

2.11. User is solely responsible for registering, storing, managing and protecting any and all information necessary to access the Account, including User's name, passwords and any other security credentials assigned to User or necessary to access and use the Services through User's Account, and shall not be shared with any third party. User shall not share, assign, transfer, sell or otherwise dispose of such information, and will be legally and materially responsible for all activities with the Account.

2.12. The Company is not liable for any losses incurred by a User as a result of the loss, theft, mismanagement, negligent use or disclosure of any information necessary to access such User's Account, including but not limited to the disclosure of their User password or other security credentials.

2.13. If the User Account has not been active for three consecutive months, it is classified as inactive. The Company has the right to charge inactivity fees from this type of Account starting from the thirteenth month of inactivity until the Account becomes active or until the balance reaches zero. The User's Account becomes active as soon as the User logs in using the website or the Application, either for transactional or informational purposes.

2.14. The User who decides not to use the Application and conduct online transactions has the right to delete his/her Account in the Application by using the corresponding function of the Application. The User shall understand that deletion of the Account in the Application will automatically lead to the deletion of his/her Account on all Company Services. All subsequent operations may be performed by the User provided that the User undergoes a new registration procedure in the Application, i.e. creates a new account.

## **Services**

2.15. The Company is authorized by the financial regulator of AIFC, Astana Financial Services Authority ("AFSA"), to carry out activities with tokenized securities and digital assets Dealing in Investments as Agent; Advising on Investments; Arranging Deals in Investments; Dealing in Investments as Principal (as a matched principal) in the FinTech Lab<sup>1</sup> test environment (AIFC regulatory sandbox) with license #AFSA-G-LA-2023-

---

<sup>1</sup> A regulatory sandbox that allows companies to provide financial services in a test environment\* with individual regulatory requirements set by AFSA and subject to certain licence conditions, including limits on transaction size and number of customers. The FinTech Lab environment was established at AIFC by AFSA to foster innovation in the financial industry. It is expected that, following the completion of testing in the FinTech Lab, the Broker will continue to provide services in accordance with the applicable provisions of the AIFC, but it is possible that it may not be able to continue to provide services to or from the AIFC.

0006 with an expiration date of October 17, 2025. The status of the license and its validity can be checked on the AFSA website ([www.afsa.kz](http://www.afsa.kz)).

2.16. The general provisions and procedure for the provision of the services are stipulated in the Contract. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND BY SUBMITTING AN APPLICATION FOR ONBOARDING TO THE COMPANY THROUGH HIS/HER ACCOUNT, THE USER HEREBY CONFIRMS THAT HE/SHE ACCEPTS THE TERMS AND CONDITIONS OF THE CONTRACT.

Read the terms and conditions of the Contract.

2.17. The Company makes all reasonable efforts to make the Services available to Users on a daily basis 24 hours a day, for this purpose preventive and technical works are regularly carried out.

2.18. The Company may, without prior notice to the User, suspend or discontinue providing access to all Services or parts thereof to all or individual Users if:

- 1) The Company performs emergency maintenance, replacement or inspection of information and communications equipment, including, but not limited to, any computer system that is linked to or used in connection with the Services;
- 2) any of the systems or devices required to provide the Services are suspended or discontinued, including but not limited to any defects in any information and communications equipment such as computer systems or communication lines;
- 3) any Force Majeure Event occurs;
- 4) any asset of the Company or its Affiliate is stolen or lost by hacking or any other means;
- 5) The Company knows or suspects that any User ceases to be a User entitled to access under the Agreement or any User is in breach of any terms of the Agreement;
- 6) Company is conducting or intends to conduct an investigation into alleged harmful or unlawful use of any User Account;
- 7) it is required to do so under applicable law or the Company's internal documents; or
- 8) Company otherwise determines, in its sole and absolute discretion, that suspension or termination of all or part of the Services is necessary (including where suspension or termination is required by Company's operational, technical or business needs).

2.19. The Company may suspend or discontinue all or part of the Services in order to carry out regular inspection or maintenance of the systems from time to time. Unless it is impractical to do so, the Company shall announce such scheduled inspection or maintenance on or through the Services in advance. During this period, use of the Services or Accounts shall be suspended until the inspection or maintenance is completed.

2.20. The Company is not liable for any losses incurred by the User in connection with any action, suspension, interruption or termination taken by the Company under this section of the Agreement.

### **Rights and obligations of the User**

2.21. The User has the right to use the services after passing the Onboarding procedure and joining the Contract terms and conditions, and as long as he/she agrees with this Agreement, the Contract and actually complies with their terms and conditions.

2.22. User agrees not to commit the following:

- 1) steal or attempt to steal the information of any other User or persons (including stealing usernames and passwords or using another User's username and password to gain access to any part of the Company Service to which he or she is not authorized to access);
- 2) alter any content that is posted or provided by the Company and authorized third parties, including falsifying or removing any author links, legal or other proper notices, and proprietary designations or labels of origin or originating material that is uploaded or otherwise provided by the Company;
- 3) violate the intellectual property rights of the Company, its affiliates and any third party, including their trademarks, copyrights or remove any trademark, copyright or other proprietary notices from the Company Services or any content contained therein;
- 4) engage in any act, practice or behavior that may damage the reputation of the Company, its affiliates or any third party or disrupt any of their operations;

---

Given that the Broker offers services to clients in a testing regulatory environment and this risk is inherent in innovation, there is the potential for loss of investment and other losses associated with the use of the service.

- 5) duplicate or create any derivative works based on the Company Services or any content contained therein or obtained through the Services, and User agrees and understands that any derivative works shall not be considered "fair use" of intellectual property;
- 6) use the Company Services, and any content contained therein, for any public display, public performance, sale, or rental. User agrees and acknowledges that any such use shall not be considered "fair use";
- 7) use the Services for illegal or improper commercial purposes;
- 8) access the Account and/or Services, create or increase the number of views and clicks, apply for the use of the Services or create an overload on the Company's server through automated tools such as agent, script, bypass program, spyware and toolbar, or any other fraudulent means without the Company's prior permission;
- 9) attempt to download any files, content, materials or codes that contain any virus: trojan horse, self replicating virus programs (worms), time bomb type virus, cancel bots, corrupted files or other similar software, computer programming programs that are designed to damage, harm, secretly interfere with, secretly intercept data or expropriate any system, data or personal data;
- 10) disrupt, disable, encumber, otherwise interfere with the availability of, or disrupt the proper functioning of the Services, including, but not limited to, false attacks, backups, eavesdropping, hacking, denial-of-service attacks, reverse engineering, or reprogramming;
- 11) bypass any encryption or other security features used anywhere on the Services;
- 12) perform data collection or otherwise collect Personal Data or other information related to the Account, as well as Confidential Information of another User or third party, including e-mail addresses or other personally identifiable information, use any data mining tools, bots, scraping programs or similar data collection and extraction tools on the Company's website or in conjunction with the Services;
- 13) engage in any act, deed or conduct that is intended to (or is deemed to) misuse the rules of market activity or may create a false or misleading impression of any active trading in any digital assets or disturb the market to manipulate the price of digital assets fraudulently, including using the Services to impersonate the Company or any other User;
- 14) use any device, scheme or artifice to fraud, engage in any act, practice or course of business that operates as a fraud or deceit or may operate as a fraud or deceit upon any person, make any statement knowingly false in a material respect;
- 15) Disrupt the safe conduct of transactions through methods of improperly influencing the price of digital assets.

### **Rights and responsibility of the Company**

2.23. The Company has the right to suspend the User's Account and block any transactions in case of non-fulfillment or improper fulfillment of the provisions of the Agreement.

2.24. In order to prevent money laundering and fight against terrorist activities, the Company reserves the right to request from the User any additional information and documents about the User and/or his transactions and to suspend the User's access to his Account at any time if the documents or information provided by the User are unsatisfactory or insufficient, by decision and at the sole discretion of the Company.

2.25. If investigation shows that the transaction reported by the User as unauthorized or incorrectly executed was in fact authorized by the User or corrected, or the User acted fraudulently or with serious negligence (e.g., by failing to safeguard its security information), or the User executed the transaction using software weaknesses, the Company may, at its sole discretion, cancel the transaction and restore the User's Account to the state in which the transaction had not taken place, and/or terminate the Agreement with the User, close the User's Account and prohibit the User from using the services in the future. Depending on the specific circumstances, the Company may decide to refer the transaction and related activities to the appropriate government authorities for further investigation.

2.26. The Company does not provide any financial, investment or legal advice in connection with the Services. The Company may provide information as part of the Services, but this should not be considered investment or financial advice and should not be interpreted as such. The User is solely responsible for determining whether any proposed transaction is suitable for him or her based on his or her personal objectives, financial situation and risk appetite. Any decision the User makes using the Services is their decision and the Company is not liable for any losses incurred.

2.27. **Monitoring of trading activity of assets.** It is possible to learn about Users not only by verifying their identity (who they are) but, more importantly, by analyzing their asset transfer patterns (what they do). Thus, the Company relies on data analytics as a tool to assess risks and identify suspicions. The Company can perform a variety of compliance-related tasks, including data collection, filtering, record keeping, investigation management and reporting.

2.28. Monitoring system functions may include:

- 1) aggregating asset transfers across multiple data points, placing Users on watch and denial of service lists, opening cases for investigation where appropriate, sending internal communications, and completing regulatory reports, if applicable;
- 2) case and document management.

2.29. The Company will monitor all asset transfers and the Company retains the right to:

- 1) ensure that asset transfers of a suspicious nature are reported to the appropriate competent authority through the Compliance Officer;
- 2) request any additional information and documents from the User in case of suspicious asset transfers;
- 3) suspend or close the User's Account when the Company has reasonable suspicion that such User is engaged in illegal activities.

2.30. The above list is not exhaustive and the Compliance Officer will monitor Users' transactions on a daily basis to determine whether such transactions should be reported and treated as suspicious or treated as bona fide.

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1. All content of the Services, including software, applications, text, images, graphics, data, prices, transactions, videos, and audio materials, is the property of the Company or other third parties based on relevant agreements and is protected by copyright, patents, trademarks, and any other applicable laws, unless otherwise specified in this Agreement and/or in the interface of the Company's Services.

3.2. All content of the Services must not be copied, reproduced, modified, republished, uploaded, posted, transmitted, deleted, collected, or distributed in any form or by any means, whether manual or automated, other than as expressly provided by the functionality of the Services. Any unauthorized use may violate copyrights, patents, trademarks, and any other applicable laws, leading to criminal or civil penalties.

### **4. PRIVACY POLICY**

#### **Personal (individual) and other confidential information of Users, obtained and processed by the Application**

4.1. Within this Agreement, personal (individual) and other confidential information of the User (hereinafter "personal information") shall be understood as:

4.1.1. Personal information that the User provides about themselves voluntarily during registration (account creation) or while using the Application, including the following personal data of the User for using the services of the Application - obtaining Services: last name, first name, patronymic (if any), date of birth, country of birth, ID/identification number, phone number, email address, financial data (bank account, bank name, SWIFT and other data);

4.1.2. User data that the User provides at their discretion and is not required by this Agreement in a mandatory manner:

- 1) location (if the User agrees to provide the Application with data about their location): precise or approximate;
- 2) other information that the User provides through their actions when using the features of the Application, including when creating a User account or later when modifying the profile of their account;

4.1.3. The following data automatically transmitted to the Company during their use through the Application installed on the User's device for the purpose of identifying errors in the Application's operation, analytics of the Application's operation, displaying advertisements (with the User's corresponding permission), providing the functionality of the Application during User payments, ensuring the operation of payment services, improving the Application and the Company's Services (information about the User's use of the Application), including:

- 1) Financial data - information about transactions under the Agreement, transaction history, other financial information under the Contract;

- 2) Messages in the Application;
- 3) User's actions history in the Application and information about applications installed on the device;
- 4) Information about browsing internet pages related to the User's use of the Application;
- 5) Information about the Application and data about its operation (error reports, diagnostics, performance data of the Application);
- 6) Device identifiers.

4.2. This chapter of the Agreement applies only to the Application. The Company does not control and is not responsible for information from third parties that the User may access through links available in the Application. On such sites, the User's personal information may be collected or requested, and other actions may be taken. The Company is not responsible for the actions of such third parties.

4.3. The User may also delete/withdraw the personal information provided by them within the User account. Despite the User-initiated deletion/withdrawal, the Company may retain some personal data:

4.3.1. The storage of which is necessary in accordance with the requirements of applicable legislation (until such obligation expires); and/or

4.3.2. Necessary to serve the User under the current Agreement (if any) - until the termination of the Contract.

The User's initiation of deletion/withdrawal of the personal information provided by them does not terminate the Contract and obligations under it.

#### **Objectives of Collecting and Processing Users' Personal Information**

4.4. The Application collects and stores personal information that is necessary for providing the Services available in the Application.

4.5. The User's personal information may be used by the Company and the Application's Right Holders for the following purposes:

4.5.1. Identifying the User as the recipient of Services, a party to the Contract;

4.5.2. Providing the User with Services and other personalized services;

4.5.3. Communicating with the User, including sending notifications, requests, and information related to the use of Services, provision of Services, as well as processing requests and applications from the User;

4.5.4. Improving the quality of the Application, its ease of use, sending personalized advertising offers (with the User's corresponding permission), expanding the range of Services and features;

4.5.5. Conducting statistical and other research based on the data obtained;

4.5.6. Identifying errors in the operation of the Application, conducting diagnostics of the Application's operation;

4.5.7. Fulfilling the requirements of applicable legislation.

#### **Terms of Collection and Processing of User's Personal Information and Its Transfer to Third Parties**

4.6. The Company collects and processes the User's personal information to fulfill its obligations to the User under Agreement and the Contract and other obligations within the framework of applicable legislation. Additionally, the Company processes the User's personal information to safeguard the Company's legitimate interests in managing, supporting, and developing the business, as well as in establishing and maintaining relationships with Users.

4.7. The Application and the Company store the personal information of Users in accordance with the Company's requirements and applicable legislation. The Company does not retain the personal information of Users for longer than necessary to provide the Services or the relevant part of these services, unless otherwise required by applicable legislation. The storage period depends on the nature of the information and the purposes of processing. Therefore, the maximum duration may vary depending on the specific use.

4.8. The confidentiality of the User's personal information is maintained, except in cases where the User voluntarily provides information about themselves for general access to an unlimited circle of people.

4.9. The Company has the right to transfer the User's personal information to third parties in the following cases:

4.9.1. The User has expressed consent for such actions;

4.9.2. The transfer is necessary within the use of a specific service by the User or for providing a service to the User;

4.9.3. The transfer is provided for by applicable legislation within the established legislative procedure;

4.9.4. The transfer is provided for by applicable legislation within the established legislative procedure.

### **User's modification of personal information**

4.10. The User can change or supplement personal information by contacting the Company's support service or through the Application (if there is appropriate functionality in the Application).

### **Measures Applied to Protect Users' Personal Information. Feedback on the Privacy Policy**

4.11. The Company takes necessary and sufficient organizational and technical measures to protect the User's personal information from unlawful, unauthorized, or accidental access, destruction, alteration, blocking, copying, distribution, as well as from other unlawful actions by third parties, except for cases provided for in this Agreement and cases where the User grants access to the Application to third parties.

4.12. The Application's developer under this Agreement is recognized as the Right Holder.

4.13. All suggestions or questions regarding the Privacy Policy should be communicated via email to the Company's user support service: [support@sbdifi.kz](mailto:support@sbdifi.kz).

## **5. RISKS**

### **Information about key risks**

5.1. Any activity related to digital assets is associated with significant risks. Before using the Services, the User should carefully consider the risks outlined below. If the User has any doubts about the actions they should take, it is necessary to consult with their legal, financial, tax, or other professional consultant(s). If any of the risks are unacceptable to the User, they should not use the Services. The User acknowledges and agrees that they will access the Services and use them at their own peril and risk. This Agreement addresses certain risks associated with transactions involving virtual currencies, cryptographic tokens, payment services, and other risks that the User may wish to consider.

### **Risk of delayed availability of funds**

5.2. The Company may close, suspend, or limit the User's access to any part of the Services and/or restrict the User's access to their account for a period reasonably necessary to protect against the risk of liability if the user violates, fails to comply with any part of the Agreement, policies, and/or applicable laws. For the avoidance of doubt, the Company may also permanently close, suspend, or restrict the User's access to the Services.

### **Risks in payment transactions**

5.3. The User should note that the Company processes and/or executes transactions as quickly as allowed by the relevant payment schemes and financial networks (and any transaction may be completed by the next working day following the date on which the Company receives the User's payment order or instructions).

### **Risk for the blockchain network**

5.4. The completion of certain transactions involving virtual currencies, cryptographic tokens, and/or other digital assets on blockchains may be delayed for a specific period until a sufficient number of confirmations are obtained. The transaction will not be reflected in the User's account until the Company receives and confirms a sufficient number of confirmations. There is a possibility that the User transactions may be canceled or remain unconfirmed on blockchains. Transactions related to virtual currencies, cryptographic tokens, and/or other digital assets may be irreversible, and losses resulting from fraudulent or accidental transactions may not be recoverable. Some transactions related to virtual currencies, cryptographic tokens, and/or other digital assets are considered completed after being recorded in the public ledger, which is not necessarily the date or time when the User or another party initiated the transaction.

### **Uncertainty in regulation**

5.5. The regulatory framework applicable to payment service providers and transactions related to digital currencies, cryptographic tokens, and/or other digital assets, such as accepted assets, is still evolving and subject to constant change. The User's card or wallet operations may fall or may in the future fall under various reporting, tax, or other obligations. Legislative and regulatory changes at the national, regional, or international levels may significantly and adversely affect the use, transfer, exchange, and value of virtual currencies, cryptographic tokens, and/or other digital assets, such as accepted assets.

### **Currency trading risk**

5.6. Currency trading is associated with significant risk. Prices can fluctuate on any given day. Due to such



price fluctuations, the User may increase or decrease the value of their assets at any time. Any currency can experience significant price volatility and may even become entirely useless. There is always an inherent risk that losses may occur as a result of buying, selling, or exchanging anything on the market.

#### **Possibility of significant cryptocurrency value decline**

5.7. It is entirely possible that the value of cryptocurrencies may significantly decline in the future. Unlike most currencies backed by governments or other legal entities, or commodities such as gold or silver, cryptocurrencies are a unique form of "fiat" currency supported by technology and trust. There is no central bank that could take corrective measures to protect the value of cryptocurrencies in times of crisis or issue more currency. Instead, cryptocurrencies constitute an autonomous and largely unregulated global system of currency firms and private individuals. Traders trust in a digital, decentralized, and partially anonymous system that relies on peer-to-peer networks and cryptography to maintain its integrity.

#### **Cryptocurrency trading susceptibility to bubbles or loss of trust**

5.8. Cryptocurrency trading is susceptible to irrational (or rational) bubbles or loss of trust, which can lead to a collapse in demand relative to supply. For example, trust in cryptocurrencies may be lost due to unexpected changes introduced by software developers or other entities, government repression, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Trust may also be lost due to technical issues, i.e., if the system's anonymity is compromised, if funds are lost or stolen, or if hackers or governments can prevent any transactions from taking place.

#### **Risks associated with the Internet**

5.9. There are risks associated with the use of the internet platform, including but not limited to equipment failure, software issues, and poor internet connectivity. The User acknowledges that the Company is not responsible for any communication failures, interruptions, errors, distortions, or delays that the User may encounter when using the services, regardless of their cause.

5.10. Hackers or other groups or organizations may attempt to steal the User's cryptocurrency or earnings from their transactions. Some vulnerabilities or errors may be introduced into the core infrastructure elements of the software, leading to the loss of cryptocurrency. Advances in code hacking or technical innovations, such as the development of quantum computers, may pose risks to the Company. The blockchain used for the Company's software is susceptible to mining attacks, including but not limited to double-spending attacks, majority mining power attacks, selfish mining attacks, and race condition attacks. Any successful attack poses a risk to the proper execution and sequencing of transactions, as well as the expected proper execution and sequencing of contract calculations. Cryptocurrency transactions are irreversible and stolen or incorrectly transferred cryptocurrencies may be irreversible. As a result, any incorrectly executed transactions may negatively impact the user's account value. Once a transaction has been confirmed and recorded in a block added to the blockchain, an incorrect transfer of cryptocurrency or theft of cryptocurrency is generally irreversible, and there may be no compensation for any such transfer or theft.

#### **Force majeure circumstances**

5.11. There is a risk that the User's transactions may be affected by system failures caused by adverse events, natural disasters, and other extraordinary situations, as well as unforeseen significant changes in the external environment. Regarding any losses caused by events such as emergencies and force majeure circumstances, the Company is not obligated to take any corrective actions or precautionary measures.

There may be additional risks that were not anticipated or identified in this Agreement.

**By accepting this Agreement, the User declares that they, acknowledge the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, and the respective successors and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Company.**

## **6. FINAL PROVISIONS**

6.1. This Agreement is governed by the laws of the AIFC. Any dispute arising out of or in connection with the

Agreement regarding its terms, existence, validity or termination shall be submitted for consideration and final settlement to an arbitration tribunal administered by the AIFC International Arbitration Center ("AIFC") in accordance with the Arbitration Rules of the International Arbitration Center AIFC ("AIFC Regulations") currently in force.

6.2. Users and other individuals who are dissatisfied with the services and products offered by the Company or its employees can file a complaint with the Astana Financial Services Authority ("AFSA"), the financial regulator of the Astana International Financial Centre.

6.3. To file a complaint with AFSA, please contact:

+7(7172) 64 72 60;

fintechlab@afsa.kz; or

AFSA, Office, Mangilik Yel Avenue, 55/17, Pavilion C3.2.

6.4. This Agreement shall act as a binding agreement between the Company and the User until further notice while the User uses the Services.

6.5. The Company may make changes and/or additions to this Agreement at any time at its sole discretion.

6.6. The current version of the Agreement is posted on the official Internet resource of the Company: [www.sbdifi.kz](http://www.sbdifi.kz), as well as in the Apple App Store and Google Play, in the Application. Significant changes are not made to the Agreement without appropriate notification of this by posting a new version of the Agreement on the website, resource specified in this paragraph and/or by notifying in the Application interface about changes in the terms of the Agreement. If the User does not agree with any amended provisions of the Agreement, he will stop using the Application/Services as provided in the Agreement.

6.7. The Company has the right to assign all or any of its rights or obligations under this Agreement, in whole or in part, to an affiliate or successor, or to a purchaser or acquirer of its corporate assets relating to the Application and the Services, without the prior consent of the User.

6.8. The User does not have the right to transfer any of his rights or obligations under this Agreement, either in whole or in part.

6.9. This Agreement is drawn up in Russian and English. In case of discrepancies between versions in different languages, preference will be given to the version presented in Russian.

## **7. CONFIRMATIONS AND REPRESENTATIONS**

7.1. In order to join the terms of the Agreement and the Contact and further service at the Company the User hereby certifies:

- ✓ full and unconditional agreement to accession for the Agreement and the Contact, tariffs, internal documents regulating the procedure and conditions for the provision of brokerage services, including electronic ones posted on the website of the Company - [www.sbdifi.kz](http://www.sbdifi.kz);
- ✓ about consent and acceptance, the terms of User service in the "SB Digital Finance" Application, the conditions for obtaining electronic services, the Broker's conditions for carrying out brokerage activities, the terms of customer service and tariffs, and also fully commit to fulfill them;
- ✓ notified that the payment of taxes and other obligatory payments to the budget is carried out in accordance with applicable law and the Company is not a tax agent of the User;
- ✓ certify and guarantee the accuracy and completeness of the information provided, and also provide unconditional and irrevocable consent to the collection, processing, storage and disclosure of information about myself and persons which was provided to the Broker as part of the provision of services, as well as other information constituting a trade secret on the securities market in cases provided for by applicable law;
- ✓ certify and guarantee that all owned assets used when performing transactions in the Application were acquired legally;
- ✓ certify and guarantee that the User is not subject to FATCA (Foreign Account Tax Compliance Act);
- ✓ acknowledgement of the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, and the respective successors and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Company.

Dated 29.01.2024