

TERMS OF SERVICE

Effective from 19.7.2025.

The Terms of Service for the Kvarn X service have been updated. The updated Terms of Service will enter into force on 19.7.2025 for all Customers who have created a User Account on or after 19.7.2025. For Customers who created a User Account before 19.7.2025, these Terms of Service will enter into force on 20.8.2025. By creating a User Account for the Service, the Customer simultaneously accepts these Terms of Service.

KEY INFORMATION FOR THE CUSTOMER

Below is key information regarding the Service. By accepting the Terms of Service, the Customer confirms that they have been given sufficient time to review, understand, and accept the key information of the Service and all terms. The Customer further agrees that the Service Provider may update the key information below from time to time, and it is the Customer's responsibility to check the up-to-date versions available in the Service and the Website:

- [Customer Complaint Policy](#)
- [Available Crypto Assets in the Service](#)
- [Pricing](#)
- [Privacy Policy](#)
- [Summary of the Best Execution Policy](#)
- [Summary of the Conflicts of Interest Policy](#)
- [Summary of the Custody Policy](#)

By using the Service, the Customer expressly accepts and agrees to be bound by the terms set forth in the documents above. The Service Provider is not responsible for any claims, losses, or damages resulting from the Customer's failure to review or understand the information provided.

RISK NOTIFICATION

Crypto Assets are a high-risk asset class. The risks related to Crypto Assets highlighted below do not cover all possible risks associated with Crypto Assets. In addition to other

risks, it is possible that not all risks related to Crypto Assets have yet been seen or predicted.

The main risks related to Crypto Assets can be identified as:

- **Market Risk** – Trading in Crypto Assets is risky, as the value changes of Crypto Assets occur rapidly, the value of a Crypto Asset may rise and/or fall or lose its value permanently. Additionally, Crypto Assets are traded 24 hours a day, every day of the week, making it potentially challenging to monitor the markets constantly.
- **Liquidity Risk** – A Crypto Asset may have low liquidity, which can make trading Crypto Assets at the desired time difficult, or even prevent trading altogether. Liquidity risk is particularly pronounced for Crypto Assets with smaller market shares.
- **Security Risk** – Hacking attempts targeting Crypto Assets or their blockchains and/or phishing attempts for passwords, if successful, may lead to the loss of Crypto Assets.
- **Blockchain Risk** – Transactions made on a blockchain are generally irreversible, so blockchain technology inherently includes risks of errors and delays, which can lead to the permanent loss of a Crypto Asset or delay in its transfer.
- **Operational Risk** – Crypto Assets inherently involve vulnerabilities. These include, for example, vulnerabilities related to blockchain technology and decentralized transaction methods, arising from, among other things, consensus mechanisms, interoperability challenges, and the open-source nature of platforms. It is possible that these vulnerabilities could lead to potential losses of Crypto Assets or transaction delays for the Customer.
- **Third-Party Risk** – For example, if the Service Provider's counterparty or another entity participating in the crypto-asset markets becomes bankrupt or insolvent, or defaults on its obligations, there is a risk that the Customer's Crypto Assets and/or fiat currency funds may be lost and/or their recovery may be significantly delayed.
- **Regulatory Risk** – Different countries have different approaches to Crypto Assets, so changes in legislation can negatively affect Crypto Assets and/or their value. Crypto Assets are not covered by investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council, nor are they covered by deposit guarantee schemes under Directive 2014/49/EU.
- **Tax Risk** – The taxation of Crypto Assets varies between countries, and tax issues and questions related to them are in many ways open and not exhaustively regulated by law. This may lead to unexpected tax consequences for the Customer.

Due to the inherent risks associated with Crypto Assets, the use of the Service involves a significant risk that the Customer may lose a substantial part or even all of their invested

capital. When using the Service, the Customer makes every investment decision independently and at their own risk. The investment decision is based solely on the Customer's own investigations and assessments of the investment targets and the risks associated with the investment decision.

By using the Service, the Customer confirms that they understand and accept the risks associated with the use of the Service and Crypto Assets in general.

1. GENERAL

Kvarn Capital Ltd ("Service Provider" or "Kvarn Capital") offers the Kvarn X service, which operates on the internet. The Service Provider, Kvarn Capital Ltd, is a limited liability company established and registered under the laws of Finland, domiciled in Helsinki, and registered by the Finnish Financial Supervisory Authority to operate as a virtual asset service provider. The Service Provider has additionally applied for a license from the Finnish Financial Supervisory Authority to operate as a crypto-asset service provider in accordance with the EU's Markets in Crypto Assets Regulation (1114/2023 "MiCA"). The Service Provider is located at: Eteläesplanadi 24 A 14, 00130 Helsinki. The Service Provider can be reached by email at: support@kvarncapital.com. The Finnish Financial Supervisory Authority acts as the supervisory authority for the Service Provider.

These Terms of Service apply to all Customers who use the Services via the Service Provider's Website or other means of access. The Terms of Service govern the Customer's access to the Services and apply to all transactions and actions made/possible in the Kvarn X service between the Customer and the Service Provider. The Terms of Service are available in Finnish and English. If there are any discrepancies, inconsistencies, or conflicts between the language versions of the Terms of Service, the Finnish version shall prevail.

Definitions

Terms used in these Terms of Service have the following meanings:

- Customer: The Service Provider's corporate customers (legal entity) and natural person customers collectively.

- **Crypto Asset:** A digital asset based on blockchain technology, maintained decentrally online, such as bitcoin or ether. The Crypto Assets currently supported by the Service are indicated in the Service. The Service Provider may from time to time add or remove Crypto Assets supported by the Service.
- **Monthly Savings/Recurring Purchase:** Monthly Savings/Recurring Purchase is an additional function available in the Service, where the Customer instructs the Service Provider to make Crypto Asset purchase orders repeatedly at a predetermined time.
- **User Account:** A personal/company-specific user account in the Service. In the User Account, the Customer can see the balance of fiat currency funds and Crypto Assets used in the Service, the amount of transfers and withdrawals, trading history, and other information and settings. The Customer can manage information and settings in their User Account. Fiat currency funds transferred by the Customer to their User Account are stored using Payment Services.
- **User ID:** All Customers have a personal identifier in the Service, which functions as the User ID when logging into the Service. The User ID is formed and created when the Customer creates a User Account in the Service. If the Customer creates a User Account in the Service using an acceptable electronic identification method, for example, online banking authentication, the personal identity code transmitted therein serves as the User ID for the Service. If the Customer does not have an acceptable electronic identification method for the Service, the email address provided during account registration serves as the User ID for the Service.
- **Terms of Service:** These Terms of Service for the Service.
- **Payment Services:** Services as defined in Section 1, subsection 2 of the Payment Institutions Act (297/2010), which, in simple terms, concern services related to the transfer and custody of fiat currency funds. The provision of Payment Services requires appropriate registration or a license from the Finnish Financial Supervisory Authority, such as a license for a payment institution, electronic money institution, or credit institution.
- **Payment Service Agreement:** The use of Payment Services in the Service always requires a Payment Service Agreement between the Customer and the Service Provider regarding Payment Services. Written acceptance of the Payment Service Agreement occurs during the customer onboarding phase at the same time as the Customer opens an account with the Service. The Payment Service Agreement can be found at the following link: [Terms of Payment Service](#).
- **Service:** The Kvarn X service, where the Service Provider offers the following services for Crypto Assets:
 - Providing custody and administration of Crypto Assets on behalf of Customers
 - Executing orders related to Crypto Assets on behalf of Customers
 - Providing transfer services for Crypto Assets on behalf of Customers
- **Service Price List:** The currently valid price list, which defines the fees and commissions charged by the Service Provider from the Customer for the use of

the Service. The Service Price List can be found on the Website and at the following link: <https://www.kvarnx.com/en/pricing>.

- Digital Wallet: An electronic/digital account/wallet where Crypto Assets can be stored and managed.
- Website: <https://www.kvarnx.com/en>, which is subject to the general terms of use of the website <https://kvarnx.com/en/legal-terms-and-policies/general-terms-of-use-of-the-website>.

2. BECOMING A CUSTOMER AND CREATING A USER ACCOUNT

2.1 Creating a User Account

Creating a User Account and identifying oneself to the Service are prerequisites for becoming a Customer and, after becoming a Customer, for using the Service. The User Account is created on the Website. By creating a User Account:

- The Customer undertakes to comply with these Terms of Service and accepts that the Terms of Service apply without separate approval to all transactions made in the Service.
- The Customer warrants that they have provided the Service Provider with correct, sufficient, and up-to-date information, and undertakes to promptly notify the Service Provider of any changes in the information provided so that the information is correct and up-to-date throughout the customer relationship.

The Customer must identify themselves using a so-called strong authentication method, such as online banking credentials, in order to create a User Account and use the Service. If the Customer does not have an electronic identification method supported by the Service, identification is carried out using an alternative authentication tool supported by the Service and the documents required for identity verification, and the email address provided during account registration serves as the User ID. Identification is necessary to prevent money laundering, terrorist financing, and other abuses. The Service Provider is obliged to comply with regulations concerning the prevention of money laundering and terrorist financing. To meet these requirements, the Service Provider must ascertain information required by regulation about its Customers. Due to regulatory obligations, the Service Provider is also obliged to verify the identity of Customers or, in the case of corporate customers, the identity of the person authorized to represent them. The Service Provider has the right to request other documents and

information to verify the Customer's identity and to investigate the origin of funds and, if necessary, to check the information provided by the Customer from, for example, the population information system or a similar source.

The Service Provider's obligation to know and identify Customers applies to both natural person customers and corporate customers. For corporate customers, the Service Provider needs information on, among other things, the ownership structure and the origin of funds. For corporate customers, the Service Provider must request the Customer to provide the legal entity's registration details and information on beneficial owners. These are natural persons who have control over the corporate customer. In addition, the Service Provider must verify the right of representation of the natural person representing the corporate customer, for which reason the Service Provider must, if necessary, request the Customer to provide necessary documents regarding the representative's right to represent the corporate customer, if these are not evident from the corporate customer's registration details.

If there is reason to suspect that the information provided by the Customer is false, untrue, outdated, or incomplete, the Service Provider will request the Customer to supplement or correct the information, or in certain cases, the Service Provider will cease to provide the Service or will not open the Service at all. In addition, the Service Provider has the right to terminate the Customer's User Account in accordance with section 13 of these Terms of Service.

After the first identification, the Customer logs into their User Account either by using an electronic identification method supported by the Service or by using the email address serving as the User ID and a password.

The User Account is personal/company-specific, and each person and company may only have one User Account at a time. No one else may use the Customer's User Account, and the Customer may not act as an intermediary for a third party or in any similar role.

The Service Provider will notify the Customer when the User Account has been approved and the Customer can begin using the Service. By opening the User Account, an agreement regarding the Service is formed between the Customer and the Service Provider, the terms of which are described in these Terms of Service. This agreement is valid indefinitely.

In order for the Customer to be able to store and transfer fiat currency funds in the Service, the Customer must enter into a Payment Service Agreement with the Service Provider regarding Payment Services.

The Service Provider has the right, for any reason, not to open a User Account for the Customer in the Service. If for some reason the creation of a User Account has not been successful according to the instructions provided on the Website, the Customer may contact the Service Provider by email: support@kvarncapital.com.

2.2 Eligibility

A natural person or the representative of a corporate customer who wishes to create a User Account and use the Service must have legal capacity and, in the case of a corporate customer's representative, also have the authority to represent the company. The corporate customer is obliged to promptly notify the Service Provider of any changes concerning the right of representation or related authorizations. The Service Provider is not responsible for any damages or consequences arising from the failure to report such a change in a timely manner or at all.

Using the Service for illegal purposes is strictly prohibited. Legislation concerning Crypto Assets may vary from country to country. The Service Provider is responsible for complying with regulations concerning Crypto Assets in the countries where the Services are offered. The Customer is always responsible for their own actions (i.e. for acting in accordance with currently valid regulations or otherwise applicable legislation). The Service Provider is not liable in any way for damages and consequences arising from the Customer violating applicable legislation while using the Service.

Using the Service for purposes that harm the Service or the Website is strictly prohibited.

2.2.1 Sanctions

The Customer warrants to the Service Provider that the Customer or an entity belonging to the Customer's group or under its effective control, the Customer's direct or indirect owner, a member of such entity's board of directors, CEO, director, to the best of the Customer's knowledge, employee, authorized signatory, or other representative:

1. is not subject to sanctions or acting on behalf of a private individual or legal entity subject to sanctions,
2. complies with applicable sanctions,
3. does not directly or indirectly lend, transfer, or otherwise make its assets available for business activities subject to sanctions or transfer them to a private individual or legal entity subject to sanctions, and
4. does not knowingly enable the fulfillment of obligations based on this agreement with funds derived from business activities subject to sanctions or from a private individual or legal entity subject to sanctions.

Sanctions mean any sanction, financial sanction, export or import ban, trade embargo, or other restriction imposed, administered, approved, or enforced by the Finnish state, the United Nations, the European Union, the United States of America, and the United Kingdom, or their competent authorities or bodies, or administrative freezing of assets ordered by the Finnish National Bureau of Investigation.

This warranty given by the Customer to the Service Provider must be fulfilled during the validity of the contractual relationship arising from these Terms of Service until the customer relationship has ended and the obligations arising therefrom have been fully and finally settled between the Customer and the Service Provider, and the Customer's Digital Wallet is empty. If this warranty given by the Customer to the Service Provider proves to be incorrect, the Service Provider has the right to immediately cease providing the Services under these Terms of Service to the Customer and to terminate this agreement with immediate effect in accordance with the section "Term and Termination of the Agreement" (section 13.2) of these Terms of Service.

3. USE OF THE SERVICE

3.1 Transfers of Crypto Assets

The Customer may use the Service to transfer Crypto Assets out of the Service and/or to receive them into the Service for Crypto Assets separately indicated by the Service Provider. The Crypto Assets that the Customer can currently transfer out of the Service or receive into the Service are indicated in the Service and on the Website. The Service Provider may, at its sole discretion, from time to time determine which Crypto Assets can be transferred out of or received into the Service. The Customer may transfer Crypto Assets out of the Service to a Digital Wallet suitable for storing Crypto Assets outside the Service, chosen by the Customer. The Service Provider aims to execute such a transfer without delay, but no later than within two (2) business days. The Customer may also receive Crypto Assets into their User Account from a Digital Wallet outside the Service. The Crypto Asset transfer or receipt functionality may not apply to all Crypto Assets supported by the Service and available for trading. The Service Provider has the sole right to refuse to transfer Crypto Assets to addresses or receive Crypto Assets from addresses identified by blockchain analytics as so-called high-risk addresses, or if the Service Provider detects or suspects abuse, illegal activity, or activity contrary to the Terms of Service in a Crypto Asset transfer. The Customer understands and accepts that the Service Provider is under no circumstances liable for any direct or indirect damages, losses, or expenses caused by or related to the delay or rejection of a Crypto Asset transfer when such action is based on the Service Provider's procedure or discretion as described above, based on applicable legislation, regulatory requirements, or these Terms of Service.

When making Crypto Asset transfers in the Service, the Customer is responsible for ensuring that the information required for carrying out the operations, such as Digital Wallet address details and other identification details, is correctly provided. The Service Provider has no obligation to check and confirm the correctness of the Digital Wallet address details or other information provided by the Customer. The Customer understands and accepts that Crypto Asset transfers are irreversible and sending a Crypto Asset to a wrong/incorrect address, with incomplete information, or on the wrong network/blockchain may lead to the permanent loss of the sent Crypto Assets. The Service Provider is not liable for any damages, losses, or errors caused directly or

indirectly by instructions given by the Customer to the Service Provider related to the use of the Service or by the Customer incorrectly providing the information referred to in this section. The Service Provider reserves the right to charge for any actual costs incurred from these investigations and the recovery of funds.

A Customer's command regarding a Crypto Asset transfer is considered received when the Customer has confirmed the transfer in the Service. Once a command regarding a transfer has been received, the Customer generally cannot cancel the command. If the Customer nevertheless wishes to cancel the command, the Customer must contact the Service Provider separately no later than 12 hours from the time the command was received. If the Customer's contact is received within the aforementioned deadline and the command has not yet been executed by the Service Provider, the Service Provider will do its best to cancel the command. However, the Service Provider does not guarantee that the command can be canceled. The Customer understands and accepts this as binding.

Crypto Asset transfers always require strong Customer authentication.

The Service Provider may reject a Crypto Asset transfer if the provisions of this section are not complied with or if the Service Provider's obligations require or, from the Service Provider's perspective, may require the rejection of the Crypto Asset transfer.

3.2 Execution of Orders in the Service

The purchase and sale of Crypto Assets take place when logged into the Service, which displays the indicative bid and ask prices for each Crypto Asset supported by the Service, as relayed by the Service Provider from the market at any given time. The indicative prices are updated at regular intervals. When the Customer buys or sells crypto-assets through the Service, the Customer gives the Service Provider an order to act on the Customer's behalf, whereby the Service Provider executes the trade outside the Service on behalf of and for the account of the Customer, in accordance with the Service Provider's trading principles ('Best Execution Principles'). For the sake of clarity,

the Service Provider is therefore not the Customer's counterparty in a trade executed based on an order.

Considering the service model of the Service, the Customer gives the Service Provider their prior consent for the execution of trades outside the Service with third parties, in accordance with the Customer's instructions. The Customer also accepts the Service's Best Execution Principles, which are freely available on the Website:

<https://kvarnx.com/en/legal-terms-and-policies/best-execution-principles>. The Customer has the right to request the Service Provider to demonstrate that the Service Provider has acted in accordance with the Best Execution Principles when executing the Customer's Order. By using the Service Provider's Service, the Customer gives their approval to the Service Provider's Best Execution Principles and accepts that the Service Provider's liability for the execution of an Order is limited only to the execution of the Order in accordance with the Best Execution Principles.

In the Service, the Customer can choose which Crypto Asset or fiat currency to buy and with which fiat currency or Crypto Asset to pay. The order is placed by pressing the "Confirm" button. By pressing the button, the Customer accepts the order with the indicated preliminary information, and at the same time, a binding order agreement regarding the execution of the said trade is formed between the Customer and the Service Provider. The terms of the agreement are determined according to the preliminary offer accepted and confirmed by the Customer. The Service Provider executes the orders according to the order type selected by the Customer and the order given by the Customer. For example, if the Customer chooses a market order, the order is executed as a market order, meaning that the order may be executed at a better or worse price than the preliminary offer obtained from the market, in whole, in part, or may not be executed at all, depending on the terms of the order entered by the Customer. The Service Provider may, at its sole discretion, at any time remove or change any order types in the Service or add new order types to the Service. Certain order types may be limited to only certain Crypto Assets, and not all Crypto Assets supported by the Service are necessarily tradable with all order types. The order types currently supported by the Service are indicated in the Service.

The trade transaction is recorded on the Customer's User Account after the order has been partially or fully executed. Both the Customer and the Service Provider accept that the trade is immediately executed and delivered once it has been partially or fully registered on the Customer's User Account. The Customer is obliged to ensure the sufficiency of the corresponding fiat currency or Crypto Asset in the User Account at the time of the trade transaction's execution. The Service Provider reserves the right to collect or realize funds from the Customer if an order has been executed without the required funds in the Customer's User Account.

The Customer warrants that all Orders placed by the Customer are based on the Customer's own discretion. The Customer is responsible for trades executed based on orders placed by the Customer themselves or in the Customer's name through the Service, and executed trades cannot be canceled. The Customer is responsible for ensuring that when making trades, the Customer correctly fills in the information required for making the trade. The Service Provider is not liable for damage caused by the Customer accidentally providing incorrect information when making a trade, such as, for example, entering an incorrect numerical value in the field for the amount of Crypto Asset.

The Service Provider has the right, and in some cases, based on regulation, also the obligation, to update the Service Provider's Best Execution Principles. The Service Provider is obliged to inform the customer of all changes to the Best Execution Principles before adhering to the updated Best Execution Principles.

3.3 Monthly Savings/Recurring Purchase

The Customer can activate the Monthly Savings/Recurring Purchase function by instructing the Service Provider to purchase a single Crypto Asset in the Service repeatedly at a predetermined time with a predetermined fiat currency amount per purchase order. The Monthly Savings/Recurring Purchase function is carried out entirely through the Service Provider's order execution service (see section 3.3 above).

The Service Provider aims to send purchase orders to the market for execution at the time instructed by the Customer. The Customer is obliged to ensure the sufficiency of the fiat currency corresponding to the purchase order in the User Account at the time of the purchase order's execution. The Service Provider reserves the right to collect or realize funds from the Customer if an order has been executed without the required funds in the Customer's User Account. However, the Service Provider does not guarantee that all purchase orders according to the Customer's Monthly Savings/Recurring Purchase function will be executed. Monthly Savings/Recurring Purchase takes place at regular intervals according to the period pre-selected by the Customer (e.g., daily, weekly, monthly) until the Customer cancels the Monthly Savings/Recurring Purchase function in the Service. The Customer can change the settings of the Monthly Savings/Recurring Purchase or cancel the Monthly Savings/Recurring Purchase in the Service at any time.

The Customer understands and accepts that in each trade executed through the Monthly Savings/Recurring Purchase function, the amount of the Crypto Asset purchased by the Customer depends on the market price at the time of the trade's execution and is only definitively determined once the trade has been executed. The Service Provider may, at its sole discretion, suspend, reject, or cancel Monthly Savings/Recurring Purchase (in whole or in part) for any reason without prior notice. The Service Provider is not liable for any damage or losses arising from the failure or non-execution of Monthly Savings/Recurring Purchase (including the rejection or cancellation of Monthly Savings/Recurring Purchase in whole or in part) or from the Customer incorrectly providing the information referred to in this section. The Customer must regularly check the status of the Monthly Savings/Recurring Purchase in the Service. The Service Provider does not check the Monthly Savings/Recurring Purchase information and details provided by the Customer. The Customer is solely responsible for ensuring that the Monthly Savings/Recurring Purchase information provided by the Customer is correct.

When using the Monthly Savings/Recurring Purchase function, the Customer makes all investment and purchase decisions independently and at their own risk, as well as decisions to use or not use the Monthly Savings/Recurring Purchase function. The

Customer warrants that all decisions made by the Customer related to the use of the Monthly Savings/Recurring Purchase function (e.g., selection of Crypto Asset) and instructions given to the Service Provider are based on the Customer's own investigations and assessments of Crypto Assets as well as the risks associated with Crypto Assets and the use of Monthly Savings/Recurring Purchase. The Customer understands and accepts that no communication or action by the Service Provider related to Monthly Savings/Recurring Purchase constitutes investment advice, nor should they be construed as an offer or solicitation to make any purchase or sale decisions, or as any other incitement to investment activities regarding any investment object.

3.4 Custody of Crypto Assets

The Customer may use the Crypto Asset custody service offered by the Service Provider when logged into the Service. The custody service enables the Customer to store Crypto Assets purchased through the Service Provider's order execution service, as well as Crypto Assets transferred to the Service Provider's service via the transfer service, in the Service, on the Customer's User Account.

The Service Provider is responsible for the custody of Crypto Assets recorded in the Customer's User Account. When the Service Provider holds the customer's Crypto Assets in its service, the Service Provider is obliged to ensure the following:

- The customer's Crypto Assets held by the Service Provider are always the property of the customer and never the property of the Service Provider.
- By using the Service, the Customer permits the Service Provider to hold the Customer's Crypto Assets on behalf of and for the account of the Customer, without in any way transferring ownership of the Customer's Crypto Assets to the Service Provider.
- The Service Provider always keeps the customer's Crypto Assets separate from the Service Provider's own Crypto Assets.
- The Service Provider will under no circumstances mix the customer's and the Service Provider's Crypto Assets, but will ensure that the Customer's crypto-assets are always distinguishable from the Service Provider's Crypto Assets.
- The Service Provider will never use customers' Crypto Assets for its own purposes.

The custody of Crypto Assets implemented by the Service Provider is described in the 'Summary of the Custody Policy' document, which is freely available on the Website: <https://kvarnx.com/en/legal-terms-and-policies/custody-policy>. In the Summary of the Custody Policy, the Service Provider describes the security arrangements utilized in its custody service.

3.5 Technical Error Situations

Price information published in the Service may occasionally be incorrect due to a technical error situation. In such a situation, the Service Provider has the right to cancel a trade made on the basis of incorrect price information within three (3) business days of the trade being made. The Service Provider has the right to immediately freeze the Customer's User Account, preventing the Customer from making withdrawals, if a technical error situation is suspected. The freeze will end at the latest when the Service Provider's right to cancel the trade due to a technical error situation ceases. However, a trade cannot be canceled to the extent that the value of the funds in the Customer's User Account does not cover the value to be returned due to the cancellation. The value of the return is always made according to the exchange rate prevailing at the time of the trade. Correspondingly, if the balance of the Customer's User Account is displayed incorrectly in the Service due to a technical or other error, and the Customer, based on this incorrect balance, makes trades or withdrawals to which their actual balance would not entitle them, the Customer is fully responsible for such activity and its consequences. The Service Provider then has the right to correct the incorrect balance, cancel unauthorized transactions, and recover unjustifiably transferred funds or their value from the Customer. The Service Provider is not liable in any way for damage caused to the Customer by incorrect price information or the cancellation of a trade made on the basis of incorrect price information, nor for the consequences to the Customer themselves arising from the Customer's activity based on an incorrect balance.

3.6 Costs and Fees

The Service Provider has the right to charge the Customer fees for the use of the Service in accordance with the currently valid Service Price List. The Service Provider charges

the Customer a commission for each executed purchase/sale order. The preliminary amount of the commission is always indicated when entering the order, and the final commission and the total amount to be debited from the User Account are shown in the transaction confirmation. The Service Provider has the right to charge the Customer a service-based margin on executed orders. Any possible margin is always included in the bid and ask prices displayed in the Service for each Crypto Asset supported by the Service. The Service Provider reserves the right to change the Service Price List at any time. The Customer can see their own commission level in their User Account settings. The Service Price List is also displayed on the Website:

<https://www.kvarnx.com/en/pricing>.

3.7 Costs Related to Blockchains

Transfers of Crypto Assets on blockchains often incur transaction-specific costs, such as network fees (gas fees or network fees), which are based on the current load of the respective blockchain network and its individual technical characteristics. These costs are not determined or controlled by the Service Provider, but the Service Provider passes them on to the Customer in connection with the transfer. An estimate of the transfer fees and possible additional costs is presented to the Customer before the final confirmation of the transfer. Since blockchain network transaction fees can vary in real-time, the final fee may differ from the estimate. The transfer will not be executed until there are sufficient funds in the User Account to cover all costs related to the transfer. The Service Provider does not benefit financially from the costs arising from transfer fees. Blockchain-specific network costs and any processing fees or margins possibly charged by the Service Provider for them are detailed more specifically in the Service Price List.

3.8 Information on Crypto Asset Services Provided

The Customer can download their entire transaction history from the Service free of charge at any time. This includes information on all crypto-asset services executed for the Customer in the Service.

The Service Provider will also automatically provide the Customer with the following information quarterly in the Service:

- The Customer's Crypto Assets in the Service at the time of notification, and their quantity and value in fiat currency.
- The Customer's transaction history for the past quarter (e.g., withdrawals, deposits, and trades).

4. DISCONTINUATION OF SUPPORT FOR A CRYPTO-ASSET

The Service Provider may, at its sole discretion, cease to support any Crypto Asset offered in the Service. The Service Provider shall notify the Customer of the cessation of support for a Crypto Asset in the Service, on the Website, and by a notice sent to the Customer's registered email address. The notice will set a deadline of at least ten (10) calendar days for the Customer to withdraw the specified Crypto Asset from their User Account. However, this deadline may be deviated from and can be shorter or immediate if required by legislation, a regulatory order, or other compelling reason (such as a serious security threat).

If the Customer does not withdraw such a Crypto Asset from their User Account by the deadline set for its withdrawal, the Service Provider may, at its discretion, take any action it deems necessary to remove the Crypto Asset from the Customer's User Account, including attempting to sell such Crypto Assets at the Customer's expense.

5. BLOCKCHAIN FORKS

If a blockchain on which a Crypto Asset supported by the Service is based forks into two or more blockchains ("Split" or "Fork"), the Service Provider reserves the right to decide which blockchain and Crypto Asset the Service will support going forward. The Service Provider will endeavor to announce within a reasonable time how it intends to act in the event of a fork of a blockchain supported by the Service. The Service Provider may, for example, (i) decide not to support the Fork at all, or (ii) decide that new crypto-asset units obtained through the Fork will be sold and converted into a Crypto Asset supported by the Service, or (iii) decide that the Service will begin to fully support the new Crypto Asset, in which case new crypto-asset units would be credited to the Customer's Digital

Wallet. In options (ii) and (iii), the costs incurred may be deducted from the fiat currency amount or Crypto Asset amount credited to the Customer. If it is in any way unclear which blockchain represents the original Crypto Asset preceding the Fork, the Service Provider has the right to decide which blockchain the Service will support after the Fork and which blockchain in the Service represents the original Crypto Asset.

As a user of the Service, the Customer accepts that not all decisions made by the Service Provider may correspond to the Customer's own wishes. The Customer has no right to make claims against the Service Provider as a result of events or related actions – or lack of actions – defined in these Terms of Service.

6. INFORMATION SECURITY

The Service Provider offers its Customers a high level of information security and data protection for purchasing, selling, transferring, and storing Crypto Assets in the Service.

Login credentials intended for using the User Account are customer-specific and must not be disclosed to third parties. The Customer is responsible for the proper, secure, and compliant use of their User Account in accordance with these Terms of Service, and for storing login credentials in such a way that they do not become known to a third party. If the Customer detects or suspects that their User Account has been used without authorization or improperly, they must immediately notify the Service Provider by email at: support@kvarncapital.com.

The Service Provider has the right to monitor the use of the User Account and login credentials and may, at its discretion, require the Customer to change their login credentials and/or oblige the Customer to use two-factor authentication (2FA). The Service Provider may also set requirements for the security of login credentials and require the Customer to change login credentials on the grounds that the login credentials do not meet the requirements set by the Service Provider. The Service Provider also has the right to block access to the User Account if, in the Service Provider's discretion, this is necessary for reasons related to information security.

The Service Provider will never ask the Customer to provide login credentials other than in connection with logging into the User Account. The Service Provider always requests information from Customers via a message or support request sent through the Service. Requests to disclose login credentials received through other means should not be answered, even if they appear externally to originate from the Service Provider.

The Customer undertakes to keep their login credentials (i.e. their electronic identifier or alternative user ID and password) confidential in accordance with these Terms of Service and not to disclose this information to a third party to prevent unauthorized use of the User Account. The Customer also undertakes to be responsible for implementing necessary security measures on the User Account and for protecting personal/company-specific information.

The Service Provider has the right, if necessary, to disclose information concerning the Customer to a competent authority if the Customer engages in activities that jeopardize the information security of the Service, the Website, or related systems. The Service Provider has the right to disclose information concerning the Customer and the use of the Service to the Service Provider's partners regarding situations and information that the partner is obliged by regulation (e.g., the Act on Preventing Money Laundering and Terrorist Financing) to receive and the Service Provider to provide.

The Service Provider undertakes to notify the Customer of suspected or actual fraud or security threats without undue delay. Notifications will primarily be delivered to the contact details provided by the Customer to the Service Provider, such as email address or phone number. The Service Provider is not responsible for delays in notifications or for their non-delivery if the delay or error is due to the incorrectness of the contact details provided by the Customer or other reasons independent of the Service Provider.

7. DATA PROTECTION

The Service Provider processes all Customer data related to the Service in accordance with the data protection practices described in the Service Provider's Privacy Policy. The Privacy Policy sets out the terms under which the Service Provider may process the

Customer's personal data. Link to the Privacy Policy:

<https://kvarnx.com/en/legal-terms-and-policies/privacy-policy>.

8. CHANGES TO THE SERVICE AND TERMS

The Service Provider has the right to change or terminate, temporarily or permanently, the Service or parts thereof, or to restrict the use of the Service at any time. The Service Provider will endeavor to provide notice of making a change referred to in this section to the Service within a reasonable time, but at least 30 days before the change takes effect.

The Service Provider has the right at any time to unilaterally change these Terms of Service. The Service Provider will endeavor to provide notice of a change to the Terms of Service within a reasonable time before the change takes effect, but at least 30 days prior to it. However, the aforementioned 30-day notice period shall not apply to minor changes to the Terms of Service that do not affect the rights or obligations of the Customer or the Service Provider. Such changes include, for example, the correction of typographical errors, linguistic clarifications, and other similar editorial or stylistic modifications. Additionally, the notice period does not apply to changes that solely improve the Customer's legal position. All such changes will take effect immediately, unless otherwise stated by the Service Provider.

The Service Provider has the right to transfer its rights and obligations under the agreement to a third party that has the regulatory permits and rights to conduct business, at any time without the Customer's consent, by notifying of the transfer 30 days before the transfer takes effect. The Customer does not have the right to transfer their rights and obligations related to the Terms of Service and the Service to a third party.

For particularly compelling reasons, such as an official order, the Service Provider may disregard the time limits set for changes referred to in this section.

The Customer may at any time request in writing any version of the terms of service.

9. SERVICE PROVIDER'S RIGHT TO RESTRICT USE OF SERVICES

The Service Provider endeavors to keep the Service operational at all times, but the Service Provider does not guarantee in any respect that the Service will be available without interruption and is not liable for damages caused by interruptions. The Service Provider does not guarantee the functionality or availability of the Service at all times. The Service Provider has the right to suspend or restrict the use of the Service for maintenance and repair operations. If a scheduled maintenance outage is planned for the Service, the Service Provider will endeavor to announce it in the Service a reasonable time in advance. The Service Provider has no obligation to notify the Customer if an individual order given by the Customer is interrupted or not executed for the aforementioned reason.

The Service Provider also has the right to restrict the use of the Services under these Terms of Service if:

1. The Customer acts contrary to these Terms of Service,
2. The warranty given by the Customer to the Service Provider under the "Eligibility" section proves to be incorrect,
3. The Service Provider has reason to suspect misuse of the Services,
4. The Customer's actions may cause harm to the Service Provider or a third party,
5. Regulation (law, decree, or other official instruction or order) so requires, or
6. A guardian is appointed for the Customer or the Customer otherwise loses their legal capacity.

10. LIMITATIONS OF LIABILITY

When using the Service, the Customer understands and accepts that the value of Crypto Assets may fluctuate significantly. The Service Provider gives no guarantees or instructions regarding the value or preservation of value of Crypto Assets. Due to value fluctuation, the assets invested by the Customer in Crypto Assets may change, increase, or decrease at any time, and a Crypto Asset may even become completely worthless. Crypto Assets are not currency issued by central banks, and thus central banks cannot take measures to protect the value of a Crypto Asset.

The purpose of the Service is for the Service Provider to continuously offer purchase and sale offers for Crypto Assets. However, the Service Provider does not guarantee that purchase or sale offers for Crypto Assets will be continuously available in the Service.

The Service Provider or its partner companies are not liable to the Customer for any indirect damages, such as loss of income or profit, loss caused by changes in the value of fiat currencies or Crypto Assets, or investment objects, or other consequential damages, unless the Service Provider has caused the damage through gross negligence or intentionally.

The Service Provider or its partner companies are not liable for: (i) the conduct of users of the Service; (ii) unauthorized use of a User Account; (iii) technical problems of the Service; (iv) actions of the Service Provider related to compliance with regulations concerning the prevention of money laundering and terrorist financing or other mandatory legislation; (v) freezing, locking, blocking of funds and/or User Account, or the cancellation of the aforementioned, in accordance with the terms of service or applicable regulation; (vi) loss of data or its recovery; (vii) other similar reasons. The limitations of liability under this section 10 do not apply to the extent that mandatory legislation binding on the Service Provider provides otherwise.

The Service Provider has the right to offer opinions, advice, offers, or other information from third parties in the Service. Third parties are independently responsible for the opinions, advice, offers, or other information they share in the Service. The Service Provider gives no guarantees regarding information shared by a third party in the Service, nor is it responsible for information shared in the Service on behalf of a third party.

The Customer is obliged to fully compensate the Service Provider for damage caused by the Customer acting contrary to these Terms of Service.

The Service Provider reserves the right not to transfer or receive Crypto Assets from addresses identified by blockchain analytics as so-called high-risk addresses.

The Service Provider's liability for compensation to the Customer is limited to the total amount of service fees paid by the Customer to the Service Provider during the 12 months preceding the event. However, this limitation does not apply to situations where the Customer has suffered direct damage caused by a material breach of contract or

unlawful activity by the Service Provider, and the damage is a direct consequence of the Service Provider's gross negligence or intentional action.

Notwithstanding the foregoing, the Service Provider is liable to Customers for the permanent loss of Crypto Assets or the means of accessing them, which is a consequence of a disruption attributable to the Service Provider. In the event of loss of Crypto Assets or the means of accessing them, the Service Provider's liability is limited to the market value of the lost Crypto Asset at the time of loss. The Service Provider is then able to determine the extent of its liability, as the Service Provider maintains a real-time position register of the Crypto Assets owned by each customer. Disruptions not attributable to the Service Provider include, among others, events for which the Service Provider demonstrates that they are not related to the provision of the relevant service or the Service Provider's operations (such as a problem related to the normal operation of a distributed ledger), over which the Service Provider has no control.

The Service Provider is also not liable for loss resulting from unauthorized third-party access to the Service, the prevention of which is the Customer's responsibility.

For the sake of clarity, the Service Provider is, however, never liable for the temporary loss of Crypto Assets or the means of accessing them, regardless of why the Crypto Assets or the means of accessing them have been temporarily lost. This also applies to situations where temporary loss leads to loss of income, loss of trading opportunities, or other indirect or consequential financial consequences for the Customer.

11. INTELLECTUAL PROPERTY RIGHTS

The Customer understands and accepts that all copyrights, trademarks, and all other intellectual property rights in the Service are the exclusive property of the Service Provider. The publication, reproduction, transfer, or storage of the content of the Service or part thereof is prohibited without the prior written consent of the Service Provider.

The Service and the published content may only be used for the intended purpose of the Services and only for the Customer's own use.

Trademarks or logos in the Service may not be reproduced, published, distributed, or used in any way without the prior written consent of the Service Provider. What is stated in this section regarding intellectual property rights applies correspondingly to the intellectual property rights of third parties used by the Service Provider.

By accepting these Terms of Service, the Customer undertakes not to infringe the intellectual property rights of the Service Provider and third parties, and the Customer agrees to use the aforementioned content in accordance with the law.

12. FORCE MAJEURE

The Service Provider is not liable for failure to fulfill its obligations when such failure is due to force majeure.

Force majeure is considered to be any obstacle that is not dependent on the Service Provider's own actions and that prevents the Service Provider from fulfilling its obligations. Force majeure is considered to include, among other things, network traffic interruptions, instability related to the operation of blockchains supported by the Service, interruptions in general electricity distribution, payment transactions, or telecommunications, labor disputes, and obstacles resulting from official actions.

13. TERMINATION

13.1 Customer's Right to Terminate the Contractual Relationship

The Customer has the right to terminate the contractual relationship arising from these Terms of Service and to close the User Account with immediate effect at any time. The Customer may terminate the Service immediately in writing via a message or support request sent through the Service.

The Customer undertakes to pay all fees and costs arising from the Service before the termination of the contractual relationship for the Service.

The Customer warrants that they understand that the Customer's User Account will be closed after the termination of the Service and cannot be used later, except as described in section 13.3.

13.2 Service Provider's Right to Terminate the Contractual Relationship and Breach of Terms of Service

The Service Provider may terminate the contractual relationship arising from these Terms of Service with a 30-day notice period at any time.

The Service Provider has the right to terminate the contractual relationship concerning the Customer's User Account without a notice period if the Service Provider determines that the Customer has acted contrary to the "Sanctions" section of the Terms of Service, or otherwise contrary to the Terms of Service or legislation when using the Service or the Website. In such cases, the Service Provider reserves the right to close the User Account and block access to the Service without separate notice and at its discretion.

If the Service Provider detects activity related to the Customer's User Account that indicates activity contrary to law or the Terms of Service, the Service Provider has the right to take measures, including, but not limited to, (i) locking the Customer's User Account and thus completely preventing the use of the User Account, (ii) preventing or freezing the execution of a specific transaction, or (iii) reporting suspected illegal activity to the competent authorities. The Service Provider may also request additional clarification from the Customer, such as more detailed identification information or clarifications related to the origin of funds, to resolve the matter.

The blocking of the Customer's User Account may be lifted if the reasons for such a measure no longer exist. If the measure is revoked, the Customer will regain full control of the User Account and the Customer may again perform transactions, but the Service Provider has the right to block the use of the User Account again in accordance with these terms. The blocking of the User Account may be continued if legal proceedings concerning the matter are pending or if blocking is justified due to an official

investigation or order, or if the Customer has not provided the additional clarifications required by the Service Provider.

If the User Account is terminated or blocked due to a fraud investigation, violation of applicable law, or these Terms of Service, the Service Provider has a right of retention over the information and Crypto Assets in the Digital Wallet of the Customer subject to such a measure. Such information and Crypto Assets may be disclosed to competent authorities upon their request, and it is up to the relevant authorities to decide how the Service Provider should act with respect to such assets.

13.3 Consequences of Termination of the Service

When the Services are terminated, and the termination is not due to a violation of applicable law or any legal or administrative order, the Customer will have access to their User Account for ten (10) calendar days after termination to empty the Digital Wallet and save reports. The Customer may not use the Services or their User Account for any other purpose during this time, and the Service Provider may, at its sole discretion, restrict functionalities or the Customer's access to the Services.

Termination of the Service automatically also leads to the termination of the Payment Service Agreement.

14. CONTACTS AND COMMUNICATION

The Customer may contact the Service Provider at any time by email:

support@kvarncapital.com or via a message or support request available through the Service. The Service Provider will confirm receipt of the message as soon as possible and will endeavor to respond to the contact without undue delay.

The email address provided by the Customer when creating their User Account serves as the Customer's confirmed communication channel, and the Customer is deemed to have been informed in writing of all notices delivered to the aforementioned email address. Communication will be conducted in Finnish, Swedish, or English.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

The Service, these Terms of Service, and the contractual relationship arising therefrom are always governed by Finnish law, excluding provisions on choice of law. Disputes shall primarily be resolved through negotiations between the parties.

The Customer may file a complaint with the Service Provider free of charge. More detailed instructions for filing a complaint and a description of complaint handling are available at: <https://kvarnx.com/en/legal-terms-and-policies/customer-complaint-policy>.

If an acceptable solution is not reached in negotiations, disputes shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall consist of one (1) arbitrator, the place of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be Finnish. A consumer user may also bring the dispute to be resolved by the district court of their domicile and/or request a recommendation for a solution to the dispute from the Consumer Disputes Board. Before taking the matter to the Consumer Disputes Board, we recommend that the Customer contact consumer advisory services.