User Agreement
Last update: July 31, 2024.

1. Introduction

1.1. User Agreement (hereinafter referred to as the "Agreement") is prepared in the form of an electronic document that does not require a physical signature.

1.2. The User's unconditional acceptance of the terms of this Agreement is deemed to be fulfilled by the User taking the following actions:
- Review of the Agreement text;
- Familiarization with the provisions of other internal documents posted on the website;
- Expressing consent to the terms of this Agreement in accordance with the Agreement's conditions;
- Other actions by the User: undergoing the verification procedure, opening a wallet, using additional services, etc.

1.3. The User cannot select which terms apply to them. If the User disagrees with any of the conditions of the User Agreement, the User must restrict any access to the Company's Website and any Services offered by the Company and cease their further use.

2. DESCRIPTION AND TERMS OF SERVICE PROVISION

2.1. Neo Custody Limited, hereinafter referred to as the "Custodian," provides the following services:
- Verification of the integrity and authenticity of digital assets in wallets;
- Opening wallets;
- Secure storage and accounting of digital assets;
- Ensuring the security of private keys and providing secure access to digital assets;
- Providing the ability to manage the wallet through a multi-signature system.

2.2. The Custodian does not send or receive money. The service provided by the Custodian allows interaction with the blockchain network for viewing and transmitting information about the public cryptographic key. To transfer information about a digital asset account to the respective blockchain network, the corresponding private key(s) of the User is required. The Custodian's service requires that each User account is associated with two or three private cryptographic keys, and the Custodian controls only one of these private keys.

2.3. The Custodian provides the User with the opportunity to open wallets on the Ethereum, Tron, and Bitcoin networks.

2.4. The services are provided using the Custodian's system, which represents a hardware and software complex of solutions aimed at ensuring the secure storage of digital assets, including cryptographic keys.

2.5. The Custodian does not own or control the underlying software protocols governing the operation of digital assets. Digital asset protocols are subject to changes in protocol rules (referred to as "forks"), and such forks can significantly impact the value, functionality, or name of the digital asset. The User acknowledges and agrees that:

- The Custodian is not responsible for the operation of the underlying digital asset protocols and does not guarantee their functionality, security, or availability;
- In the event of a fork, the Custodian may temporarily suspend the provision of Services related to the affected digital asset, and the Custodian may decide not to support the forked protocol or may configure its Services so that the User can transfer the affected digital asset.

2.6. The User is responsible for maintaining proper security and control over all login credentials, passwords, private keys, personal identification numbers (PINs), and any other codes used to access the system. The User bears sole responsibility for the private keys provided by the Custodian or created by the User for their wallets, as well as for maintaining secure backups.

2.7. The User undertakes to prevent unauthorized access to the services using their account data or private keys and to promptly notify the Custodian of any such unauthorized access.

2.8. The User must maintain the confidentiality of their account identifier, passwords, and any other account data and must not allow any third party to access the Custodian's system or use it on their behalf, unless the Custodian provides an approved mechanism for such use.

3. TERMS OF SERVICE USAGE

3.1. The use of the Service is only possible if the User registers on the Authorization Server and subsequently authorizes in the Personal Account in accordance with the terms of this Agreement.

3.2. During the use of the Service for legal entities, the Custodian sets the requirement for the User to provide the necessary founding documents, to obtain additional information in accordance with the requirements of current legislation.

3.3. In the event that the User, during the verification process or upon request (demand) by the Custodian, provides inaccurate information or if the Custodian has reason to believe that the information provided by the User is inaccurate, the Custodian may, at its discretion, unilaterally block the User's access to the use of the Service. Upon successful completion of the User's verification process, the User is granted the status of "Service Client."

3.4. The Service must be used under the name "C4C." The User is not allowed to modify and/or delete the name of the Service, copyright notice, or any other indications of the owner or rights holder.

3.5. The use of the Service is only permitted in the ways specified in this Agreement.

3.6. In the event of errors or issues encountered during the use of the Service, the User shall report them to the Support Service.

3.7. Depending on the User's region, some or all of the Service's functions may be unavailable or restricted. The use of any technical or software methods to bypass these restrictions is prohibited.

4. ACCESS PROVISION

4.1. The general operation of the Service is available 24/7. However, the Custodian does not guarantee that the Service will be error-free and uninterrupted during that time. The Custodian reserves the right to temporarily close access to the services provided through the Service for planned maintenance, servicing, and upgrades. The Custodian will make

reasonable efforts to inform the User about any planned maintenance in advance, but cannot guarantee that such notification will be delivered to the User in a timely manner.

5. LIMITATION OF LIABILITY

5.1. The Custodian shall be exempt from liability for non-performance of obligations under this Agreement if such non-performance is caused by force majeure circumstances, including actions or inactions of government authorities, changes in legislation, sanctions, embargoes, natural disasters, fires, floods, major accidents, and other circumstances beyond the Custodian's control which the Custodian could not have foreseen or avoided, acting reasonably and with due diligence. Unless otherwise provided in this Agreement, the Custodian shall not be liable for any losses or damages arising from the violation or unauthorized use of the User Profile in the Service, nor for any indirect losses, such as lost profits or other indirect damages related to the User's use of the Service.

6. RESPONSIBILITY OF THE PARTIES

6.1. In the event of a breach of the terms of this Agreement resulting in harm to all or one of the parties to the Agreement, the party at fault shall be held liable in accordance with the Acts of Astana International Financial Centre.
6.2. The Custodian shall not be liable for temporary technical failures and interruptions in the operation of the Service and its components, which occur due to reasons beyond its control, or in the case of planned or unplanned maintenance of the Service and its components.
6.3. The Custodian shall not be liable for temporary failures and interruptions in the operation of communication lines, other similar failures, as well as malfunctions of the Device through which the User accesses the Service.
6.4. The Custodian shall not be liable to the User for the actions of other Users and any other participants in the Service.
6.5. The Custodian shall not be responsible for any direct or indirect damages, including lost profits, damage from use, data loss, or any other non-material losses, damage to reputation, and other losses arising from: 1) the use or inability to use the Service by the Users; 2) changes to the Custodian's Agreement terms.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1. Term of Agreement. This Agreement shall become effective on the day you accept it (as described in the preamble above) and shall remain in force as long as you use the Service unless terminated earlier in accordance with this Agreement.
7.2. Notwithstanding the foregoing, you hereby acknowledge and agree that this Agreement becomes effective upon the occurrence of the first of the following events: (a) the day you first use the Service or (b) the day you accept this Agreement, which remains in force as long as you use the Service unless terminated earlier in accordance with this Agreement.
7.3. Termination by You. If you wish to terminate this Agreement, you may do so by sending a request to cease using the Service to customer support.

7.4. Consequences of Termination. Termination of this Agreement requires you to delete the Service and completely cease its use. All provisions of this Agreement that, by their nature, should survive, shall remain in effect after termination, including, but not limited to, provisions regarding ownership, disclaimers, and limitations of liability.

8. OTHER PROVISIONS

8.1. All possible disputes arising from or related to this Agreement shall be resolved in accordance with the Astana Financial Services Authority and Applicable Law.

8.2. The Custodian's inaction in the event of a User's breach of the Agreement does not deprive the Custodian of the right to take appropriate actions in the future to protect its interests and its legally protected property and non-property rights to the Service's materials.

8.3. No advice or information, whether oral or written, obtained from the Custodian or through the service, creates any warranties.

8.4. Questions, complaints, claims. For any inquiries regarding the Service, you can contact us by emailing: office@neocustody.com.