

Terms and Conditions

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1. Introduction

Welcome to Fundscrow.

These Terms and Conditions constitute a legally binding agreement between you and Fundscrow and govern your access to and use of the Fundscrow platform, including all websites, mobile applications, APIs, digital asset services and any products or services made available by Fundscrow from time to time.

Fundscrow operates a digital asset ecosystem designed for individuals, businesses and enterprise customers. Depending on your location and the services available in your jurisdiction, the platform may provide cryptocurrency wallets, escrow solutions, cryptocurrency swaps, virtual payment cards, fiat on-ramp and off-ramp services, business accounts, mass payouts, API integrations, merchant services, affiliate programmes and additional digital asset products introduced in the future.

These Terms and Conditions apply to every service made available through the Fundscrow platform unless separate contractual terms are expressly provided for a specific product or service.

By registering an account, accessing the platform or using any Fundscrow service, you confirm that you have read, understood and agree to be legally bound by these Terms and Conditions together with the Privacy Policy, AML & Compliance Policy, Risk Disclosure, Refund & Disputes Policy and Cookies Policy.

If you do not agree with these Terms and Conditions, you must not access or use the Fundscrow platform.

Fundscrow provides technology services that facilitate digital asset transactions and related financial technology services. Certain services are supported by independent blockchain networks, payment networks and authorised infrastructure providers that operate outside Fundscrow's direct control. The availability of individual services may vary depending on your jurisdiction, applicable laws, operational requirements and the availability of those providers.

You are solely responsible for ensuring that your use of the Fundscrow platform complies with all laws, regulations and tax obligations applicable to you in every jurisdiction from which you access or use the services.

Fundscrow operates a risk-based compliance framework designed to balance customer experience with appropriate financial crime controls. Standard access to the platform does not normally require document-based identity verification. However, Fundscrow reserves the

right to request additional verification, supporting documentation or compliance information at any time where reasonably necessary to protect the platform, comply with legal obligations or satisfy operational requirements.

Fundscrow may modify, suspend, replace or discontinue any product, service or functionality where reasonably necessary to maintain platform security, comply with legal or contractual obligations, respond to technological developments or improve the operation of the platform.

These Terms and Conditions form the entire agreement governing your use of the Fundscrow platform unless expressly supplemented by a separate written agreement between you and Fundscrow.

2. Eligibility and account registration

To use the Fundscrow platform, you must create a Fundscrow account and satisfy the eligibility requirements set out in these Terms and Conditions.

By creating an account, you represent and warrant that you have the legal capacity to enter into a binding agreement with Fundscrow and that your use of the platform does not violate any law or regulation applicable to you.

You may only register an account in your own name or, where applicable, on behalf of a legally established business that you are authorised to represent.

You are responsible for ensuring that all information provided during registration remains accurate, complete and up to date throughout your relationship with Fundscrow.

Fundscrow operates a risk-based onboarding model. Customers are not normally required to complete full document-based identity verification before accessing standard platform services. However, Fundscrow reserves the right to request additional information or verification at any stage where this is considered reasonably necessary for compliance, fraud prevention, operational security or legal obligations.

Registration of an account does not guarantee continued access to the platform or to every service offered by Fundscrow. Certain products may only be available in selected jurisdictions or may be subject to additional eligibility requirements, transaction limits or compliance reviews.

Fundscrow reserves the right to refuse any application, decline account registration, limit access to specific services or terminate the registration process where we reasonably believe that providing services would expose Fundscrow, its customers or its authorised service providers to legal, regulatory, financial, operational or reputational risk.

You are solely responsible for maintaining the confidentiality of your login credentials and for all activity carried out through your account unless you have notified Fundscrow that your account has been compromised and we have had a reasonable opportunity to secure it.

You must not create multiple accounts for the purpose of circumventing platform limits, compliance controls, promotional offers, security measures or any other operational restrictions implemented by Fundscrow.

Accounts may not be sold, transferred, assigned or otherwise made available to another individual or organisation without the prior written consent of Fundscrow.

If you become aware of any unauthorised access to your account or suspect that your account credentials have been compromised, you must notify Fundscrow immediately through the available support channels.

Fundscrow reserves the right to suspend, restrict or terminate any account that breaches these Terms and Conditions, presents an unacceptable level of risk or is otherwise considered inconsistent with the safe and lawful operation of the platform.

3. Fundscrow services

Fundscrow provides a digital asset ecosystem offering a range of services to individuals, businesses and enterprise customers. The services available to you may vary depending on your country of residence, applicable laws, operational requirements and the products activated on your account.

Fundscrow may provide one or more of the following services, including digital asset wallets, escrow services, cryptocurrency swaps, virtual payment cards, fiat on-ramp services, fiat off-ramp services, business accounts, mass payout solutions, API integrations, merchant services, affiliate programmes and other digital asset products introduced from time to time.

The availability of any service does not create an obligation on Fundscrow to continue offering that service indefinitely. Fundscrow reserves the right to introduce, modify, suspend or discontinue any product, feature or functionality where reasonably necessary for operational, commercial, legal or security reasons.

Certain services are provided directly by Fundscrow, whilst others rely upon authorised third-party providers, blockchain networks, payment networks or other infrastructure partners. The availability, performance and processing times of such services may therefore be affected by systems and organisations outside Fundscrow's direct control.

Fundscrow acts solely as the provider of the platform and associated technology services. Unless expressly stated otherwise, Fundscrow is not a bank, payment institution, exchange, investment adviser, broker, trustee or custodian of customer assets.

Some services may be subject to additional terms, eligibility requirements, transaction limits, fees or compliance procedures. Where separate product terms apply, those terms shall supplement these Terms and Conditions and form part of the legal agreement between you and Fundscrow.

Fundscrow may refuse, restrict or suspend access to any individual service where required by applicable law, contractual obligations, security considerations, compliance requirements or operational necessity.

You acknowledge that the services made available through Fundscrow may evolve over time and that new products or functionality may be added without requiring a new customer agreement. Unless expressly stated otherwise, all future services made available through the Fundscrow platform shall be governed by these Terms and Conditions.

Nothing in these Terms and Conditions guarantees the availability of any specific service, jurisdiction, blockchain network, digital asset or third-party provider. The services available to you will depend upon the configuration of your account and the operational capabilities of the Fundscrow platform at the relevant time.

4. Digital asset wallet services

Fundscrow provides digital asset wallet services that enable customers to receive, store, send and manage supported cryptocurrencies through a secure online platform.

The wallet is designed to provide access to supported digital assets and related platform services, including escrow, cryptocurrency swaps, virtual cards, on-ramp services, off-ramp services and other products made available by Fundscrow.

Supported digital assets may change from time to time. Fundscrow reserves the right to add, suspend or remove support for any cryptocurrency, blockchain network or digital asset where reasonably necessary for operational, security, legal or commercial reasons.

Customers are responsible for ensuring that deposits are made using supported digital assets and the correct blockchain network. Transfers made using an unsupported network, unsupported asset or incorrect wallet address may result in the permanent loss of funds.

Fundscrow may generate unique deposit addresses for individual transactions or accounts. Customers should always use the deposit address displayed within their account at the time of making a transfer and should not assume that previously used addresses remain valid.

Blockchain transactions are generally irreversible once confirmed by the relevant blockchain network. Fundscrow cannot cancel, amend or reverse completed blockchain transactions.

Wallet balances displayed within the platform reflect the information available at the relevant time and may occasionally be affected by blockchain confirmation times, network congestion, technical delays or operational processing requirements.

Fundscrow reserves the right to delay the crediting of deposits, postpone withdrawals or temporarily restrict wallet activity where additional compliance reviews, fraud prevention measures, security investigations or technical checks are considered reasonably necessary.

Customers remain solely responsible for maintaining the security of their account, verifying transaction details before submitting transfers and ensuring that digital assets are only sent to supported addresses using supported blockchain networks.

Fundscrow does not guarantee the continuous availability of every supported blockchain network or cryptocurrency. The availability of wallet services depends upon blockchain

networks, authorised infrastructure providers and other technical systems outside Fundscrow's direct control.

5. Escrow services

Fundscrow provides digital asset escrow services designed to facilitate secure transactions between buyers and sellers. Escrow services may be used for cryptocurrency transactions, digital goods, online services, business transactions and other supported use cases made available through the platform.

When an escrow transaction is created, the agreed digital assets are held within the escrow arrangement until the agreed release conditions have been satisfied or the transaction has otherwise been resolved in accordance with these Terms and Conditions.

Customers are responsible for ensuring that all transaction details, counterparties, payment amounts, milestones and release conditions are accurate before confirming an escrow transaction.

Fundscrow provides the technology that facilitates escrow arrangements but does not become a party to the underlying agreement between the buyer and the seller. Fundscrow does not guarantee the quality, legality, authenticity or delivery of any goods or services exchanged through the platform.

Where milestone-based escrow is available, funds may be released in stages as agreed between the parties. Once a milestone has been approved and released, the corresponding funds cannot normally be recovered unless required by applicable law or the dispute process.

If a dispute arises before the release of escrow funds, either party may request that the transaction be placed into dispute. During this period, the escrowed assets will normally remain secured until the dispute has been resolved.

Fundscrow may request supporting documentation from one or both parties to assist with the review of a disputed transaction. This may include contracts, invoices, communications, proof of delivery, screenshots or any other information reasonably required to assess the matter.

Where manual dispute resolution is provided, Fundscrow will review the available information in good faith and make a decision based on the evidence presented. Customers acknowledge that such decisions are made solely for the purpose of administering the escrow service and do not constitute legal or judicial determinations.

Fundscrow reserves the right to refuse, suspend or terminate escrow transactions where fraud, prohibited activity, compliance concerns or other material risks are identified. Escrow services may also be limited by transaction values, supported digital assets, jurisdictional restrictions or operational requirements.

By using the escrow service, customers acknowledge that Fundscrow acts as an independent escrow platform and that its responsibility is limited to administering the escrow process in accordance with these Terms and Conditions.

6. Cryptocurrency swap services

Fundscrow may provide cryptocurrency swap services that enable customers to exchange one supported digital asset for another directly through the platform.

Swap services are only available for supported digital assets and supported blockchain networks. The availability of individual assets, trading pairs and exchange routes may change at any time depending on liquidity, market conditions, operational requirements or the availability of authorised liquidity providers.

Before confirming a swap, Fundscrow will display the digital assets involved, the estimated exchange rate, any applicable fees and the estimated amount to be received. Customers are responsible for reviewing these details carefully before authorising the transaction.

Digital asset prices may change rapidly due to market conditions. The exchange rate displayed before confirmation is indicative and the final execution price may vary where permitted by the relevant trading mechanism or liquidity provider.

Once a swap has been confirmed and executed, it is generally final and cannot be cancelled, amended or reversed.

Fundscrow uses authorised liquidity providers and other infrastructure partners to facilitate swap transactions. As a result, execution times, pricing and transaction availability may occasionally be affected by market volatility, blockchain congestion, liquidity constraints or technical issues outside Fundscrow's reasonable control.

Fundscrow does not guarantee that every requested swap will be completed. We reserve the right to reject, delay or cancel a swap before execution where necessary to protect the platform, comply with legal obligations, complete compliance reviews or respond to technical or operational issues.

Customers are responsible for ensuring that they fully understand the digital assets they are exchanging and acknowledge that cryptocurrency values may fluctuate significantly before, during and after a completed swap.

Fundscrow does not provide investment advice or recommend the purchase, sale or exchange of any digital asset. All swap decisions are made solely by the customer and at the customer's own discretion and risk.

Fundscrow reserves the right to introduce additional swap features, supported assets, trading functionality or execution methods in the future. Unless expressly stated otherwise, all such services shall be governed by these Terms and Conditions.

7. On-ramp services

Fundscrow may provide on-ramp services that enable customers to purchase supported digital assets using supported fiat payment methods through authorised third-party payment providers.

The availability of on-ramp services depends on your country of residence, the payment methods available in your jurisdiction and the operational capabilities of our authorised service providers. Certain payment methods, currencies or jurisdictions may not be supported.

Fundscrow facilitates access to on-ramp services but does not guarantee that every purchase request will be accepted or completed. Transactions may be declined, delayed or cancelled due to compliance reviews, payment provider requirements, fraud prevention measures, banking restrictions or technical issues.

Before confirming an on-ramp transaction, customers will be shown the payment amount, the digital asset to be received, any applicable fees and the estimated amount that will be credited to their Fundscrow wallet.

Exchange rates are determined at the time of the transaction and may change due to market conditions. The final amount of cryptocurrency received may vary where permitted by the applicable payment provider or market conditions.

Customers are responsible for ensuring that all payment information provided is accurate and that they are authorised to use the selected payment method.

Fundscrow reserves the right to request additional information or verification before processing an on-ramp transaction where this is considered reasonably necessary for compliance, fraud prevention or operational security.

Completed purchases are generally irreversible once the digital assets have been successfully credited to the customer's Fundscrow wallet, except where required by applicable law or where a transaction has failed due to a technical error.

The processing time for on-ramp transactions depends upon the selected payment method, banking systems, authorised payment providers and blockchain confirmation times. Fundscrow cannot guarantee immediate settlement.

Fundscrow reserves the right to modify, suspend or discontinue any on-ramp service, supported payment method or supported currency where reasonably necessary to comply with legal obligations, operational requirements or changes implemented by authorised service providers.

8. Off-ramp services

Fundscrow may provide off-ramp services that enable customers to convert supported digital assets into fiat currency and receive payment through supported payout methods.

Off-ramp services are made available through authorised third-party payment providers and may include bank transfers, local payment methods, payment accounts or other supported payout solutions introduced by Fundscrow from time to time.

The availability of off-ramp services depends on your country of residence, the supported payout methods available in your jurisdiction, applicable legal requirements and the operational capabilities of our authorised service providers.

Before confirming an off-ramp transaction, Fundscrow will display the digital asset being converted, the estimated exchange rate, applicable fees, the payout method and the estimated amount to be received.

Customers are responsible for ensuring that all payout details are accurate before submitting a withdrawal request. Incorrect bank details, payment information or recipient details may result in delays, rejected transactions or the inability to recover transferred funds.

Fundscrow reserves the right to request additional verification or supporting information before processing an off-ramp transaction where this is considered reasonably necessary for compliance, fraud prevention, operational security or legal obligations.

Once an off-ramp transaction has been processed, it cannot normally be cancelled or reversed unless the transaction has failed before settlement or applicable law requires otherwise.

Processing times depend upon blockchain confirmation times, banking systems, payment providers, local payment infrastructure and other third-party systems outside Fundscrow's reasonable control. Fundscrow does not guarantee that payouts will be completed within a particular timeframe.

Fundscrow may refuse, delay or suspend an off-ramp transaction where unusual activity, compliance concerns, sanctions risks, technical issues or operational restrictions are identified.

Fundscrow reserves the right to add, modify or discontinue supported payout methods, supported currencies or off-ramp services at any time where reasonably necessary to comply with legal obligations, operational requirements or changes implemented by authorised service providers.

9. Virtual card services

Fundscrow may provide virtual payment card services that enable customers to spend supported digital assets through eligible merchants and supported payment networks.

Virtual cards may be issued instantly through the Fundscrow platform, subject to eligibility requirements, applicable laws, compliance reviews and the availability of authorised card programme providers.

Virtual cards are intended for online purchases, subscriptions, digital payments and supported mobile wallet services such as Apple Pay and Google Pay, where available.

Each virtual card maintains its own individual balance. Before a card can be used, sufficient funds must be allocated to that card through the Fundscrow platform. The available balance on one virtual card is separate from the balance of any other virtual card unless expressly stated otherwise.

Customers are responsible for reviewing the funding amount, applicable fees and card details before confirming a card funding transaction.

Virtual card transactions are processed through authorised payment networks and infrastructure providers. Merchant acceptance depends on the applicable payment network, merchant policies and operational factors outside Fundscrow's direct control.

Fundscrow does not guarantee that every transaction will be approved. Transactions may be declined due to insufficient card balance, merchant restrictions, payment network requirements, fraud prevention measures, compliance reviews or technical issues.

Customers are responsible for protecting their virtual card details and must immediately freeze the card or notify Fundscrow if they believe the card has been compromised, lost or used without authorisation.

Where supported by the applicable card programme, customers may be able to withdraw any remaining balance from a virtual card back to their Fundscrow wallet. This functionality is not available for every card product and may be subject to operational requirements or applicable fees.

Fundscrow reserves the right to introduce new virtual card products, physical cards, premium card programmes or additional payment features in the future. Unless separate terms are published, all such services shall be governed by these Terms and Conditions.

10. Business accounts

Fundscrow may offer business accounts to companies, partnerships, foundations, trusts, financial institutions and other legal entities that require access to digital asset services for commercial purposes.

Business accounts may provide access to additional functionality, including corporate wallets, escrow services, cryptocurrency swaps, virtual cards, mass payouts, API integrations, multi-user access and other business services made available by Fundscrow from time to time.

The availability of business services depends on the customer's jurisdiction, business activity, applicable legal requirements, internal risk assessment and the operational capabilities of Fundscrow and its authorised service providers.

The individual creating or managing a business account confirms that they are authorised to act on behalf of the legal entity and to legally bind that organisation to these Terms and Conditions.

Fundscrow may request additional business information before activating or continuing business services. This may include company registration documents, ownership information, authorised representatives, business activities, source of funds information or any other documentation reasonably required as part of our compliance procedures.

Business customers are responsible for ensuring that all authorised users maintain appropriate security over their login credentials and only access the platform within the authority granted to them by the organisation.

The business account holder remains responsible for all activity carried out through the account by authorised users, administrators or other individuals granted access to the platform.

Fundscrow reserves the right to impose transaction limits, user limits, API restrictions or additional compliance requirements depending on the services used, transaction volumes, business activities or the overall risk profile of the customer.

Business accounts may be reviewed periodically to ensure that the information held by Fundscrow remains accurate and that the account continues to satisfy our operational and compliance requirements.

Fundscrow reserves the right to suspend, restrict or terminate business services where the customer no longer meets the applicable eligibility requirements, where required by law or where continued access presents an unacceptable legal, financial, operational or reputational risk.

11. Account types

Fundscrow offers services to both private individuals and business customers. The products, services and functionality available may vary depending on the type of account, your jurisdiction, applicable laws and the services activated on your profile.

Private accounts are intended for individuals who wish to use Fundscrow for personal digital asset activities. Depending on the services available, private customers may access digital asset wallets, escrow services, cryptocurrency swaps, virtual cards, on-ramp services, off-ramp services and other products introduced by Fundscrow from time to time.

Business accounts are designed for companies and other legal entities that require access to digital asset services for commercial purposes. Business customers may have access to additional functionality, including corporate wallets, multi-user access, mass payouts, API integrations, business escrow services, treasury management and other enterprise features where available.

Certain products or services may only be available to specific account types. Fundscrow reserves the right to introduce additional eligibility requirements, transaction limits, compliance procedures or operational controls depending on the account type and services requested.

Customers may apply to upgrade or change their account type where supported by the platform. Fundscrow reserves the right to request additional information or documentation before approving any change.

Each customer may only maintain the number of accounts permitted under Fundscrow's operational policies. Multiple accounts must not be used to circumvent platform limits, compliance procedures, promotional offers, security controls or other operational requirements.

Fundscrow may convert, restrict, suspend or terminate an account where we determine that the account is being used inconsistently with its intended purpose or where continued access presents an unacceptable legal, financial, operational or compliance risk.

The availability of account types and associated services may change from time to time as Fundscrow expands its platform or introduces new products. Unless separate terms are published, all account types remain subject to these Terms and Conditions.

12. Fees and charges

Certain Fundscrow services are subject to fees. These may include fees for wallet transactions, escrow services, cryptocurrency swaps, virtual cards, on-ramp services, off-ramp services, mass payouts, business accounts, API services or other products offered through the platform.

Applicable fees will normally be displayed before you confirm a transaction or use a chargeable service. By proceeding with the transaction, you authorise Fundscrow to deduct the relevant fees from the applicable balance or transaction amount.

Fees may consist of Fundscrow service fees, blockchain network fees, payment network fees, third-party provider charges or other operational costs associated with the requested service. Where third-party fees apply, these may vary without prior notice and are outside Fundscrow's direct control.

Blockchain network fees are determined by the relevant blockchain network and are not retained by Fundscrow unless expressly stated otherwise.

Exchange rates used for cryptocurrency swaps, on-ramp services and off-ramp services may include a spread or conversion margin in addition to any separately disclosed service fees.

Fundscrow reserves the right to introduce, amend or remove fees at any time where reasonably necessary to reflect changes in operational costs, market conditions, legal requirements or third-party provider pricing. Any updated fees will be published through the Fundscrow platform or made available before the relevant service is used.

Unless otherwise required by applicable law, fees paid for completed services are non-refundable.

Customers remain responsible for any taxes, duties or government charges that may arise from their use of the Fundscrow platform. Fundscrow does not provide tax advice, and customers should seek independent professional advice where appropriate.

Where a transaction cannot be completed due to technical failure or an error attributable to Fundscrow, any applicable fees will be handled in accordance with the Refund & Disputes Policy and applicable legal requirements.

13. Transaction limits and account restrictions

Fundscrow may apply transaction limits, balance limits, withdrawal limits, funding limits or other operational restrictions to protect the platform, comply with applicable laws and ensure the safe delivery of our services.

Limits may vary depending on the type of account, the services being used, transaction history, jurisdiction, compliance status, operational requirements and the overall risk profile of the customer.

Certain products, including wallets, escrow services, cryptocurrency swaps, virtual cards, on-ramp services, off-ramp services, business accounts and mass payouts, may each have separate operational limits. These limits may change over time as additional services are introduced or existing services are enhanced.

Fundscrow reserves the right to increase, reduce or remove transaction limits at its sole discretion where appropriate. Changes may occur as a result of additional account verification, successful completion of compliance reviews, changes in regulatory requirements, operational risk assessments or updates implemented by authorised service providers.

In certain circumstances, Fundscrow may temporarily delay, restrict or suspend transactions whilst additional security or compliance reviews are carried out. Such measures may be applied where unusual activity, elevated transaction volumes, suspected fraud, sanctions concerns, technical issues or other operational risks have been identified.

Account restrictions may include temporary suspension of deposits, withdrawals, escrow releases, cryptocurrency swaps, virtual card funding, card spending, API access or any other service available through the platform. Restrictions may apply to a specific service or to the account as a whole, depending on the nature of the issue being reviewed.

Where reasonably practicable, Fundscrow will inform customers if a restriction has been applied and, where appropriate, explain the steps required before normal access can be restored. However, Fundscrow may withhold certain information where disclosure would compromise fraud prevention measures, compliance investigations, platform security or legal obligations.

Customers agree to cooperate with any reasonable request for additional information made during a compliance or security review. Failure to provide requested information within a

reasonable period may result in continued restrictions, delayed transactions or termination of the customer relationship.

The application of transaction limits or account restrictions does not imply that unlawful activity has occurred. Many reviews are conducted as part of Fundscrow's routine risk management procedures and are intended to protect both customers and the integrity of the platform.

Fundscrow reserves the right to refuse, delay or cancel any transaction where it reasonably believes that processing the transaction would expose the platform, its customers or its authorised service providers to legal, financial, operational or security risks.

14. Security and account protection

Fundscrow is committed to maintaining a secure platform and implements technical, organisational and operational measures designed to protect customer accounts, digital assets and platform infrastructure. However, no online service can guarantee complete protection against every cybersecurity threat or unauthorised attempt to access customer accounts.

Customers are responsible for maintaining the security of their Fundscrow account at all times. This includes protecting login credentials, passwords, authentication methods, recovery codes, devices and any other security information associated with the account.

You must not share your login credentials, one-time verification codes, recovery information or any other authentication details with another person. Fundscrow will never ask you to disclose your password or authentication credentials through unsolicited emails, telephone calls, text messages or social media.

Customers should ensure that the devices used to access the Fundscrow platform are protected with appropriate security measures, including strong passwords, operating system updates, antivirus software and secure internet connections.

Fundscrow may provide additional security features, including multi-factor authentication, biometric authentication, transaction confirmations, device recognition, security notifications and account monitoring. Customers are encouraged to enable all available security features appropriate for their account.

Where Fundscrow detects unusual login activity, suspicious transactions, attempted unauthorised access or other activity that may compromise the security of an account, we reserve the right to delay transactions, restrict account access, suspend services or require additional verification before restoring normal access.

If you believe that your account, wallet, virtual card, email account or authentication credentials have been compromised, you must notify Fundscrow immediately through the available support channels and take reasonable steps to secure your account without delay.

Fundscrow continuously monitors the platform for fraudulent activity, cyber threats and security vulnerabilities. We may introduce new security controls, authentication methods or

operational procedures at any time where reasonably necessary to strengthen the protection of customer accounts and the overall security of the platform.

Customers acknowledge that phishing attacks, malware, social engineering and other forms of cybercrime continue to evolve. While Fundscrow applies robust security measures, customers also play an essential role in maintaining the security of their accounts by exercising reasonable care and following good cybersecurity practices.

Fundscrow shall not be responsible for losses arising from a customer's failure to maintain appropriate security over their devices, account credentials or authentication methods, except where such liability cannot lawfully be excluded under applicable law.

15. Compliance and verification

Fundscrow operates a risk-based compliance framework designed to protect the platform, its customers and its authorised service providers from fraud, money laundering, terrorist financing, sanctions breaches and other unlawful activity.

Unlike many traditional financial institutions, Fundscrow does not normally require every customer to complete full document-based identity verification before accessing standard platform services. Instead, Fundscrow applies continuous monitoring, automated risk assessments and other compliance measures throughout the customer relationship.

Customers acknowledge that Fundscrow may monitor account activity, transaction patterns, blockchain activity, device information and other operational data to identify unusual behaviour or elevated risk.

Fundscrow reserves the right to request additional information or documentation at any time where reasonably necessary to satisfy legal obligations, complete a compliance review, investigate suspicious activity or protect the integrity of the platform.

Additional information may include proof of identity, proof of address, source of funds, source of wealth, ownership of digital assets, business documentation or any other information reasonably required to assess the level of risk associated with an account or transaction.

Compliance reviews may occur before, during or after account registration and may also take place before a transaction is processed, after a transaction has been completed or at any stage during the customer relationship.

Where additional verification is requested, customers agree to cooperate fully and provide accurate and complete information within a reasonable period. Failure to do so may result in delayed transactions, restrictions on specific services, suspension of account functionality or termination of the customer relationship.

Fundscrow reserves the right to refuse any transaction, suspend any service or decline to continue providing services where we reasonably believe that doing so is necessary to comply with applicable laws, contractual obligations, sanctions requirements or our internal risk management procedures.

For security reasons, Fundscrow does not disclose the detailed operation of its compliance systems, monitoring tools, risk models or decision-making criteria. The application of compliance measures does not imply that unlawful activity has occurred and should not be interpreted as an allegation of wrongdoing.

By using the Fundscrow platform, you acknowledge and accept that compliance monitoring forms an ongoing part of the services provided and that Fundscrow may take reasonable action to protect the platform, its customers and the wider financial system where circumstances require it.

16. Prohibited activities

To protect the integrity of the Fundscrow platform, its customers and its authorised service providers, you agree not to use any Fundscrow service for unlawful, fraudulent or abusive purposes.

You must only use the platform for legitimate activities and in accordance with these Terms and Conditions and all applicable laws and regulations.

Without limitation, you must not use Fundscrow to facilitate money laundering, terrorist financing, sanctions evasion, fraud, identity theft, market manipulation, tax evasion or any other criminal or unlawful activity.

You must not use Fundscrow to purchase, sell, transfer or facilitate transactions involving illegal goods or services, counterfeit products, stolen property, malicious software, prohibited weapons, child exploitation material or any activity prohibited by applicable law.

You must not knowingly send, receive or process digital assets that originate from unlawful activity or attempt to conceal the origin, ownership or destination of digital assets using the Fundscrow platform.

You must not provide false, misleading or inaccurate information during account registration, compliance reviews, customer support enquiries or when using any Fundscrow service.

You must not create multiple accounts for the purpose of circumventing transaction limits, compliance procedures, promotional campaigns, security controls or any operational restrictions implemented by Fundscrow.

You must not interfere with the operation or security of the platform by attempting to gain unauthorised access, exploit vulnerabilities, reverse engineer the platform, introduce malicious software, perform automated attacks, scrape data without permission or otherwise disrupt the normal operation of the services.

Customers using API services must not exceed published rate limits, abuse system resources, attempt to bypass security controls or use the API in a manner that could negatively affect the stability, performance or security of the Fundscrow platform.

Fundscrow reserves the right to investigate any activity that may breach these Terms and Conditions. Where we reasonably believe that prohibited activity has occurred, we may

delay or refuse transactions, suspend individual services, freeze account functionality, terminate the customer relationship or take any other action reasonably necessary to protect the platform and comply with applicable legal obligations.

Nothing in this section limits Fundscrow's right to report suspected unlawful activity to competent authorities or to cooperate with regulators, law enforcement agencies, payment networks, blockchain analytics providers or authorised service providers where required by law or reasonably necessary to protect the Fundscrow platform.

17. Intellectual property

All intellectual property rights relating to the Fundscrow platform, including its software, technology, website, mobile applications, APIs, user interfaces, graphics, branding, logos, trademarks, documentation, databases, designs and underlying source code, are owned by Fundscrow or its licensors and are protected by applicable intellectual property laws.

Your use of the Fundscrow platform does not transfer any ownership rights to you. Fundscrow grants you a limited, non-exclusive, non-transferable and revocable licence to access and use the platform solely for its intended purpose and in accordance with these Terms and Conditions.

You must not copy, reproduce, modify, distribute, publish, licence, lease, sell, reverse engineer, decompile, disassemble or otherwise exploit any part of the Fundscrow platform except where expressly permitted by applicable law or with the prior written consent of Fundscrow.

You must not use the Fundscrow name, logo, trademarks, branding or other intellectual property in a manner that suggests any partnership, endorsement or affiliation without our prior written approval.

Any feedback, suggestions, ideas, feature requests or recommendations you provide regarding the Fundscrow platform may be used by Fundscrow without restriction or compensation. By submitting such feedback, you grant Fundscrow a perpetual, worldwide, irrevocable, royalty-free licence to use, modify, develop and incorporate that feedback into its products and services.

Customers retain ownership of the content, documents and information they upload to the platform. However, by using Fundscrow, you grant us a limited licence to process, store, transmit and use such information solely for the purpose of providing the requested services, maintaining platform security, complying with legal obligations and improving the operation of the platform.

Fundscrow reserves all rights not expressly granted under these Terms and Conditions. Any unauthorised use of the Fundscrow platform or its intellectual property may result in the suspension or termination of your account and may give rise to legal action where appropriate.

Nothing in these Terms and Conditions grants any right to use Fundscrow's intellectual property beyond the limited right to access and use the platform in accordance with these Terms and Conditions.

18. Suspension and termination

Fundscrow reserves the right to suspend, restrict or terminate your access to the platform or any individual service at any time where reasonably necessary to protect the security, integrity or lawful operation of the Fundscrow ecosystem.

Suspension or termination may apply to your entire account or only to specific services, including digital asset wallets, escrow services, cryptocurrency swaps, virtual cards, on-ramp services, off-ramp services, business accounts, API access, mass payouts or any other product available through the platform.

Fundscrow may suspend or terminate an account where we reasonably believe that you have breached these Terms and Conditions, provided false or misleading information, failed to cooperate with compliance procedures, engaged in prohibited activity or otherwise created an unacceptable legal, operational, financial or reputational risk.

We may also suspend or restrict services where required by applicable law, court order, regulatory request, sanctions requirements, payment network rules or contractual obligations imposed by our authorised infrastructure providers.

Temporary restrictions may be applied whilst security reviews, fraud investigations, compliance assessments or technical investigations are carried out. During this period, deposits, withdrawals, escrow releases, swaps, virtual card transactions or other platform services may be delayed or temporarily unavailable.

Where reasonably practicable, Fundscrow will notify you if your account has been suspended or restricted and may explain the steps required before access can be restored. However, we may withhold certain information where disclosure would compromise security measures, ongoing investigations or our legal obligations.

You may close your Fundscrow account at any time, provided there are no outstanding transactions, unresolved disputes, compliance reviews, negative balances or other obligations that prevent immediate closure.

Closing your account does not affect any rights or obligations that arose before the account was closed. Fundscrow may continue to retain information where necessary to comply with legal obligations, resolve disputes, investigate fraud, enforce these Terms and Conditions or protect the security of the platform.

Where an account is terminated, Fundscrow will deal with any remaining eligible balances in accordance with applicable law, these Terms and Conditions and the operational requirements of the relevant service. Certain balances may remain temporarily unavailable where required to complete compliance reviews, resolve disputes or satisfy legal obligations.

Termination of your account does not limit Fundscrow's right to pursue any legal remedies available in relation to breaches of these Terms and Conditions or any unlawful use of the platform.

19. Limitation of liability

Fundscrow is committed to providing a secure, reliable and professionally operated platform. However, you acknowledge that the use of digital assets, blockchain technology, virtual payment services and internet-based platforms involves risks that cannot be completely eliminated.

To the fullest extent permitted by applicable law, Fundscrow shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, including any loss of profits, revenue, business opportunities, goodwill, anticipated savings or data arising from or connected with your use of the platform.

Fundscrow shall not be responsible for losses resulting from blockchain network failures, network congestion, protocol changes, validator failures, forks, cyberattacks, internet outages, payment network interruptions, banking delays or failures affecting authorised third-party providers that are outside Fundscrow's reasonable control.

Fundscrow shall not be liable for losses arising from incorrect wallet addresses, unsupported blockchain networks, incorrect payment instructions, customer errors, unauthorised disclosure of account credentials or the failure of customers to maintain appropriate security over their devices or accounts.

Where Fundscrow provides escrow services, our responsibility is limited to administering the escrow process in accordance with these Terms and Conditions. Fundscrow does not guarantee the performance of either party to the underlying transaction, the quality of goods or services, the accuracy of information provided by customers or the successful completion of any commercial agreement between users.

Fundscrow is not responsible for fluctuations in the value of digital assets, exchange rate movements, market volatility or investment decisions made by customers before, during or after the use of any service available through the platform.

Certain services depend upon authorised infrastructure providers, payment networks, blockchain networks, liquidity providers and other third parties. Fundscrow cannot guarantee the continuous availability, performance or uninterrupted operation of such services and accepts no liability for interruptions or delays caused by those parties.

Nothing in these Terms and Conditions excludes or limits any liability that cannot lawfully be excluded or limited under applicable law, including liability arising from fraud, wilful misconduct or any other liability that mandatory law requires Fundscrow to accept.

By using the Fundscrow platform, you acknowledge and accept the risks associated with digital asset services and agree that Fundscrow's liability shall be limited to the maximum extent permitted by applicable law.

20. Indemnification

You agree to indemnify, defend and hold harmless Fundscrow, its directors, officers, employees, contractors, affiliates, authorised service providers and business partners from and against any claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees, arising directly or indirectly from your use of the Fundscrow platform.

This obligation applies where claims arise as a result of your breach of these Terms and Conditions, your violation of applicable laws or regulations, your misuse of the Fundscrow platform or your infringement of the rights of any third party.

You agree to indemnify Fundscrow for any losses arising from inaccurate, false or misleading information provided during account registration, compliance reviews, customer support enquiries or in connection with any transaction carried out through the platform.

Where you use Fundscrow on behalf of a company, partnership, foundation, trust or other legal entity, you confirm that you have the necessary authority to bind that organisation and agree that both you and the organisation may be responsible for obligations arising under these Terms and Conditions.

Fundscrow shall not be required to obtain your consent before taking reasonable steps to defend, settle or respond to any claim relating to your use of the platform. However, where appropriate, Fundscrow may request your cooperation in connection with the defence or resolution of such claims.

You agree to provide all reasonable assistance, documentation and information requested by Fundscrow where necessary to investigate claims, respond to legal proceedings, complete compliance reviews or protect the interests of the platform.

This indemnity shall survive the suspension, closure or termination of your Fundscrow account and shall continue to apply after you cease using the platform to the extent permitted by applicable law.

Nothing in this section limits any other rights or remedies available to Fundscrow under these Terms and Conditions, applicable law or equity. Fundscrow reserves the right to recover any losses, damages or expenses incurred as a result of your actions where such recovery is permitted by law.

21. Force majeure

Fundscrow shall not be liable for any delay, interruption, failure or inability to perform its obligations where such delay or failure results from circumstances beyond its reasonable control.

Force majeure events include, but are not limited to, natural disasters, floods, fires, earthquakes, pandemics, epidemics, war, armed conflict, terrorism, civil unrest, labour disputes, government action, sanctions, regulatory changes, court orders, failures of public

utilities, telecommunications failures, internet outages, cloud infrastructure failures, cyberattacks, distributed denial-of-service attacks, blockchain network failures, payment network interruptions, banking system failures or any other event that could not reasonably have been prevented by Fundscrow.

Where a force majeure event affects the operation of the platform, Fundscrow may temporarily suspend or restrict some or all services for as long as reasonably necessary to protect customers, maintain platform security or restore normal operations.

During such periods, transactions, withdrawals, deposits, escrow releases, cryptocurrency swaps, virtual card services, on-ramp services, off-ramp services, mass payouts or other platform functionality may be delayed, interrupted or temporarily unavailable.

Fundscrow will make reasonable efforts to minimise disruption and restore affected services as soon as reasonably practicable. However, customers acknowledge that certain events affecting blockchain networks, payment systems, authorised infrastructure providers or public communications networks remain outside Fundscrow's direct control.

A force majeure event shall not constitute a breach of these Terms and Conditions and shall not give rise to any liability on the part of Fundscrow for losses resulting directly or indirectly from such events.

Where a force majeure event continues for an extended period, Fundscrow reserves the right to modify, suspend or discontinue affected services where reasonably necessary to maintain the stability, security and lawful operation of the platform.

Nothing in this section limits Fundscrow's right to take any action reasonably necessary to protect customer assets, comply with legal obligations or preserve the integrity of the Fundscrow platform during or following a force majeure event.

22. Governing law and dispute resolution

These Terms and Conditions shall be governed by and interpreted in accordance with the laws applicable to the Fundscrow operating entity, unless mandatory laws applicable to the customer require otherwise.

Before commencing any formal legal proceedings, customers agree to make reasonable efforts to resolve any dispute by contacting Fundscrow through the official customer support channels. Many matters can be resolved promptly through discussion and the exchange of relevant information.

Where a dispute cannot be resolved through normal customer support, either party may request that the matter be reviewed by Fundscrow's management or compliance team before legal proceedings are commenced.

Nothing in this section prevents Fundscrow from taking immediate legal action where reasonably necessary to protect the platform, recover losses, enforce its legal rights, protect customer assets or comply with applicable legal or regulatory obligations.

Customers agree that any claim arising from or relating to the use of the Fundscrow platform must be brought within the period permitted by applicable law. Failure to do so may result in the claim being permanently barred to the extent permitted by law.

If any provision of these Terms and Conditions is found by a court or other competent authority to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect. Any invalid provision shall, where possible, be interpreted in a manner that most closely reflects its original commercial purpose.

Fundscrow's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or of any other rights available to Fundscrow.

These Terms and Conditions, together with the Privacy Policy, AML & Compliance Policy, Risk Disclosure, Refund & Disputes Policy, Cookies Policy and any additional product-specific terms published by Fundscrow, constitute the entire agreement between you and Fundscrow regarding your use of the platform and supersede any previous agreements, communications or understandings relating to the same subject matter.

Nothing in these Terms and Conditions creates a partnership, joint venture, agency, employment relationship or fiduciary relationship between you and Fundscrow. Your use of the platform is solely as an independent customer.

Fundscrow may assign or transfer its rights and obligations under these Terms and Conditions as part of a merger, acquisition, corporate restructuring, financing or sale of its business. Customers may not assign or transfer their rights or obligations without the prior written consent of Fundscrow.

23. Changes to these Terms and Conditions

Fundscrow reserves the right to amend, update or replace these Terms and Conditions at any time to reflect changes in our services, technology, legal obligations, regulatory requirements, security standards or business operations.

As the Fundscrow platform continues to develop, we may introduce new products, features or services, including additional wallet functionality, escrow solutions, cryptocurrency services, payment products, virtual cards, business services, APIs, digital asset infrastructure or other technologies. Unless separate terms are published for a specific service, such services shall be governed by these Terms and Conditions.

Where reasonably practicable, Fundscrow will notify customers of material changes through the platform, by email or through other appropriate communication channels. Minor amendments that do not materially affect customer rights may become effective immediately upon publication.

The latest version of these Terms and Conditions will always be available through the Fundscrow website, and the date of the most recent revision will be displayed at the beginning of the document.

Your continued access to or use of the Fundscrow platform after revised Terms and Conditions become effective constitutes your acceptance of those changes to the extent permitted by applicable law.

If you do not agree with any amendment, you must discontinue using the affected services and may close your Fundscrow account in accordance with these Terms and Conditions, subject to any outstanding obligations, transactions or compliance requirements.

Fundscrow may also issue additional product-specific terms, operational guidelines or service notices that supplement these Terms and Conditions. Such documents shall form part of the contractual relationship between you and Fundscrow where they apply to the services you use.

Nothing in this section limits Fundscrow's right to make immediate changes where required to comply with applicable law, regulatory requirements, court orders, security incidents or contractual obligations imposed by authorised service providers.

24. Contact us

If you have any questions regarding these Terms and Conditions or any service provided through the Fundscrow platform, you may contact Fundscrow using the official contact details published on our website or through your registered account.

Fundscrow provides customer support for enquiries relating to wallets, escrow services, cryptocurrency swaps, virtual cards, on-ramp services, off-ramp services, business accounts, API services and other products available through the platform.

To help us investigate your enquiry efficiently, you may be asked to provide your account information, transaction references or other relevant details. Where account-specific information is requested, Fundscrow may require you to complete appropriate security checks before disclosing confidential information.

Fundscrow aims to respond to customer enquiries within a reasonable period. Response times may vary depending on the complexity of the enquiry, the involvement of authorised service providers or the need to conduct security or compliance reviews.

For security and legal reasons, Fundscrow may be unable to disclose confidential information relating to internal compliance procedures, fraud detection systems, cybersecurity controls, risk models or ongoing investigations.

Official notices from Fundscrow may be delivered through your registered email address, your Fundscrow account, the Fundscrow website or any other communication channel designated by Fundscrow. It is your responsibility to ensure that your contact information remains accurate and up to date.

These Terms and Conditions, together with the Privacy Policy, AML & Compliance Policy, Risk Disclosure, Refund & Disputes Policy, Cookies Policy and any product-specific terms published by Fundscrow, constitute the complete legal framework governing your use of the

Fundscrow platform. By continuing to use the platform, you acknowledge that you have read, understood and agree to be bound by all applicable legal documents.