

GENERAL TERMS OF SERVICE OF NASH EXCHANGE B.V.

A. INTRODUCTION

1. This agreement and the (general) terms of service contained therein (hereinafter: the/these “**Terms**”) is concluded and entered into between you (hereinafter: “**you**” or the “**Client**”) and **NASH EXCHANGE B.V.**, a private company incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), acting under the (trading) name Nash, having its statutory seat and registered offices in (3016 BM) Rotterdam, the Netherlands, at the address of Westplein 12, registered with the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 81156421 (hereinafter: “**Nash**”).
2. Nash is neither a bank nor a credit institution. The Dutch deposit-guarantee scheme and the Dutch investor compensation scheme do not apply to the services offered by Nash. This also means that the duty of care for banks (*bancaire zorgplicht*) does not apply to our Services (as defined hereinafter). The foregoing may differ with respect to a(ny) third party that provides Third Party Services (as defined hereinafter) to you.

B. APPLICABILITY AND INTERPRETATION

3. These Terms are applicable upon acceptance thereof by you on, via and/or by using Nash’s website: <https://nash.io/> (hereinafter: the “**Website**”) or Nash’s mobile application (hereinafter: the “**App**”), even if you have not created or are not using a Client Account (as defined hereinafter). These Terms apply to any access and/or use (in the broadest sense of those words) of the Website and/or the App, explicitly including (but not limited to): the use of the Services (as defined hereinafter), the creation or use of the Client Account, placing and making a Transaction (as defined hereinafter) and/or any other service(s) or information which is accessible via the Website and/or the App.
4. No other agreement(s) or general terms and conditions other than these Terms are applicable to the legal relationship that exists between you and Nash and that is governed by these Terms. The applicability of any such other agreement(s) or general terms and conditions is hereby explicitly excluded and waived.
5. Definitions which are defined in these Terms apply in the singular form as well as in the plural form of these definitions.
6. Under and with the (provision of) Services, Nash facilitates the transferring of and interaction with specific cryptocurrencies and cryptographic tokens (hereinafter: the “**Crypto-assets**”) as stipulated in these Terms. Nash may, in its sole discretion, determine which Crypto-assets are to be used and thus provided under the Services and choose to discontinue support for a currently listed or supported Crypto-asset(s) at any time.
7. Your client account (hereinafter: “**Client Account**”) is the account given by Nash after completion of the acceptance process and dutifully signing by the Client and Nash. The Client account must, for withdrawals and/or pay-outs, be linked to a personal, self-hosted wallet address which is either (i) generated by Nash upon creation of the Client Account or (ii) existing and owned by you and linked to your Client Account (hereinafter: “**Wallet**”) and/or an existing personal bank account

(hereinafter: “**Bank Account**”). For a further explanation of the Client Account, reference is made to section D of these Terms.

C. RISKS ASSOCIATED WITH CRYPTOCURRENCIES AND RELATED SERVICES

8. Blockchain (technology), cryptocurrencies, cryptographic tokens, the Crypto-assets and interactions and/or services related thereto are a relatively new form of interaction and doing business. As a result of this, the use of and interaction with blockchain (technology), cryptocurrencies, cryptographic tokens and services related thereto is or can be, inherently, (very) risky. Nash hereby expressly warns you of the risks associated with blockchain (technology), cryptocurrencies, cryptographic tokens, the Crypto-assets, interaction with and transacting on a decentralized exchange (hereinafter: “**DEX**”), and interactions and/or services related thereto, as set out in the risk disclosure on Nash’s website (<https://nash.io/general-risk/>).
9. The occurrence of or (otherwise) materialization of one or more of the aforementioned (in clause C.8) or any other risks may have negative consequences for you and can result in substantial losses or damages for you. Nash hereby expressly warns you of the following (non-exhaustive list of) negative consequences and/or damages related to blockchain (technology), cryptocurrencies, cryptographic tokens and interactions and/or services related thereto:
 - a. loss of (control over) any funds and/or Crypto-assets held by you;
 - b. loss of profits expected revenue or gains and/or opportunities;
 - c. loss of access to and/or control over the Client Account;
 - d. loss of (historical) (personal) Client data.
10. With due regard and whilst being subjected to the inherent risks associated with blockchain (technology), cryptocurrencies, cryptographic tokens and interactions and/or services related thereto, Nash will make all reasonably and commercially feasible efforts to ensure that the provision of the Services and the execution of these Terms will duly take place in a manner that is as (technically) safe for the Client as possible. Nash will do so at her own and sole professional discretion and without any instruction (right) of the Client or any other third party.
11. Nash will not and does not, in any way under (the execution of) these Terms, provide the Client with any investment- and/or crypto (asset) advice and/or recommendation(s) with regard to any blockchain (technology), cryptocurrencies, cryptographic tokens or interactions and/or services related thereto. The Client is hereby strongly advised to seek professional advice if he or she is in any doubt as to any aspect of the Services provided and/or (the execution of) these Terms by Nash.

D. ELIGABILITY AND CREATION OF A CLIENT ACCOUNT

12. In order to use the Services provided by Nash, you must qualify as being eligible to do so and create and use the Services via a Client account which can be created on the Website or via the App. Your eligibility and right to create and use a Client Account as well as provision of the Services by Nash to you is subjected to your continuous and successful passing of the KYC (know your customer) and AML (anti money laundering) checks and procedures applied by Nash and/or a third party designated thereto by Nash. Said KYC and AML checks and procedures are based on the laws applicable to Nash, explicitly including (but not limited to) the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*, hereinafter: “**Wwft**”) and the Sanctions Act 1977 (*Sanctiewet 1977*). Nash is solely and unilaterally authorized to determine if you (continuously) comply with the

relevant and applicable KYC and AML checks and procedures used by Nash and/or a third party designated thereto by Nash.

13. Your eligibility and right to create and have a Client Account as well as to use the Services offered by Nash is subjected to, amongst others (but not limited thereto), the following conditions:
 - a. you have read these Terms and agree with them;
 - b. you are at least 18 (eighteen) years old and are of the minimum age required in your country of residence to enter into these Terms;
 - c. you are legally permitted under the laws applicable to you to enter into these Terms and are allowed and capable to receive the Services;
 - d. you are not involved in any proceedings or disputes related to (the execution of) these Terms;
 - e. entering into these Terms and/or receiving the Services does not constitute an attributable breach on your part with respect to one or more third parties;
 - f. the (content(s) of the) information and documents that you have provided and/or will provide during the execution of these Terms and the use of the Services to Nash and/or a third party designated by Nash in relation to these Terms, including but not limited to the information and documents with regard to the (continuous) KYC and AML checks and procedures used by Nash, are correct, accurate, up to date, true and not in any way misleading or fabricated;
 - g. the money (fiat currency) and/or Crypto-assets (as defined hereinafter) that you will use in relation to the Services belong(s) to you and has been legally obtained by you;
 - h. your Wallet and/or Bank Account which you provide to Nash is a Wallet and/or Bank Account that is exclusively controlled and used by you, whereas (for avoidance of doubt) said Wallet and/or Bank Account is not a Wallet and/or Bank Account that is (also) used by and/or on behalf of anybody else;
 - i. you are aware of, acknowledge and understand the risks as described in clauses C.8 and C.9 and have duly assessed and considered the receipt of the Services and entering into these Terms in that regard;
 - j. you are entering into these Terms and wish to receive and use the Services exclusively for your own use, for yourself and not (also) for and/or on behalf of anybody else. You will not open multiple accounts in your own name;
 - k. you will always and at all times comply with any applicable legal and tax obligations in your jurisdiction that ensue or arise from you entering into these Terms and/or receiving the Services;
 - l. and further that you are not:
 - i. a resident of and/or based in the United States of America or a country on the FATF black or grey list or the EU high risk third countries;
 - ii. included on any sanctions lists; or
 - iii. a resident of a country against which sanctions have been imposed by the Netherlands, the European Union, the United Nations and/or the United States of America.
14. Nash is legally entitled to unilaterally change the (continuous) KYC and AML checks and procedures used by Nash and/or a third party designated thereto by Nash. Nash has no obligation to warn you about such changes in advance. Under said changes or for any other reason, Nash may request additional information and/or documents from you. Nash will do so if she is required to do so by law or if Nash feels that additional information and/or documents are

necessary for a careful and effective execution of these Terms and/or provision of the Services to you.

15. Upon creation of a Client Account, you must set a password. Because the Services enable, amongst other things (but not limited thereto), financial transactions with substantial value(s), it is very important that you set a strong password and that you keep your password strictly confidential. Nash urges you to set a password that you are not (also) using for another service or website; do not set a password that you have ever used before. Additionally, the Client is requested to set up a second authentication factor (2FA authentication) for their Client Account. You must immediately and without any delay inform Nash in writing via e-mail of any (suspected) breach(es) of your Client Account and/or any other suspicious activity on or in relation to your Client Account.
16. Upon creation of the Client Account, you will receive your Client Account credentials. It is solely the responsibility of the Client to save all such credentials and relevant information related thereto and to keep them strictly confidential. You must immediately and without any delay inform Nash in writing via e-mail of any (suspected) breach(es) of your Client Account and/or any other suspicious activity on or in relation to your Client Account.
17. Nash is legally entitled to, at her own sole discretion, suspend the Services and block your Client Account temporarily or permanently. This account-blocking and/or suspension of the Services may be a consequence of, amongst other things (but not limited thereto), inconsistent information and/or documents regarding your identity, a pending compliance or security review, the request of a third party or the request and/or order of an authority, governmental body, regulator, legal entity, law-enforcement agency. Nash and/or any third party designated thereto by her, determines at her sole discretion which reasons are to be deemed valid for the suspension of the Services and/or your Client Account. Nash cannot be held liable for any damages suffered by you as a result of any suspension or termination of access to the Services and/or your Client Account.

E. THE SERVICES

18. Exclusively via (the use of) your Client Account and on or via the Website or the App, Nash will make available to you and grant the right to use the “**Services**”, which consist of, amongst other things (but not limited thereto):
 - a. Self-Custody: under this service Nash provides its Clients with a non-custodial wallet for storing Crypto-assets;
 - b. Nash Fiat Ramp: under this service Nash offers its Clients fast, low-cost fiat-to-crypto and crypto-to-crypto transactions in relation to Crypto-assets;
 - c. White label IBAN Accounts: Nash offers its Clients a white label IBAN account, allowing them to smoothly move funds in and out of crypto products with related Crypto-assets. The IBAN accounts are provided by a third party: Modulr Finance B.V., a licensed Electronic Money Institution (*Elektronischgeldinstelling*) based and licensed in The Netherlands (hereinafter: “**Modulr**”); and
 - d. Technical decentralised exchange (DEX) integration: under this service Nash offers Clients a technical integration of their Wallet into other (third-party) DEXs, such as (but not limited to) 1inch or Odos.

Each exchange transaction with regard to a Crypto-asset as part of the Services, irrespective of it being a transaction for Crypto-assets or fiat currency, is hereinafter referred to as: a “**Transaction**”.

19. Nash shall make available and perform the Services using her commercially reasonable efforts and at a level of professionalism which is to be expected from a competent service provider who has professional experience in the field of the Services. To the greatest extent possible, Nash shall make available the Services and perform the activities under the Services independently and without any instruction (right) of any third party, explicitly including the Clients. You acknowledge and agree that Nash may modify part or all of its Services unilaterally at any moment without prior notice.
20. Despite Nash's efforts, it can occur that (a part of) the Services are not functioning properly and/or are (temporarily) unavailable due to infrastructure, third party act(ion)s and/or other causes which lie outside of Nash's sphere of influence. These causes specifically include (but are not limited to) the risks which are listed in clause C.8 of these Terms. In relation thereto and as a (potential) result thereof, your (right to exercise the) right of withdrawal (*herroepingsrecht*) as stipulated in art. 230o of the Dutch Civil Code (*Burgerlijk Wetboek*, hereinafter: "**DCC**") is hereby excluded and cannot be invoked against Nash in connection with (the provision of) the Services and/or these Terms.
21. The use of the Services and Third Party Services is exclusively done by you for yourself and for your own account and risk. Nash is not responsible and cannot be held liable for results and/or damages resulting from your use of the Services and/or Third Party Services.
22. Due to technical reasons, it is costly and risky to support forks, airdrops and other giveaways. Nash is never obliged to support forks, airdrops and other giveaways, not even if the actions are related to Crypto-assets which are supported by Nash. Nash may choose to support a certain fork, airdrop and/or other giveaway voluntarily. In such case, Nash is legally entitled to terminate this support at any time, without notice. If that is the case, Nash is in no way obliged and cannot be obligated to compensate you for any damage or loss of profit.

F. THIRD PARTY SERVICES AND DEX INTEGRATION

23. The Services may require and/or enable you to use, store, download, or install third party services and/or software and to integrate the Services with third party services (hereinafter: "**Third Party Services**"). Such Third Party Services include, among other things (but are not limited to); the services provided by Modulr.
24. To the extent that you use an integration (including any integration using APIs) between the Services and any other system or service, explicitly including (but not limited to) Third Party Services, you agree to (a) comply with any and all Third Party Services agreements and API requirements, (b) a separate agreement that will be concluded between you between the provider(s) of the API and/or the Third Party Services, and (c) any and all additional terms applicable to integration partners (if for example, terms applicable to making an integration, between the Service and any other service or platform, explicitly including (but not limited to) Third Party Services.
25. All risks related to Third Party Services, as well as APIs used in relation thereto, are entirely the responsibility of the Client. Nash has the right (but not the obligation) to vet, review, block, delete, evaluate, or scan such Third Party Services and/or APIs.
26. As a part of the Services, Nash may allow access to specific DEXs for its Clients. Nash does not in any way own or control (the functioning of) these DEXs. Nash hereby expressly warns you, in

addition to what is included in clause C.8, of the following (non-exhaustive list of) risks associated with DEXs and interactions and/or services related thereto, which may affect the functioning and provision of the Services:

- a. DEXs have no owner(ship) and therefore no legal representative(s) that control, govern, regulate or otherwise oversee the (functioning of the) DEXs;
 - b. DEXs are largely unregulated and/or have no applicable legal framework that governs them. Therefore, amongst other things but not limited thereto, DEXs carry significant legal risks, including a lack of regulatory oversight, potential money laundering and scamming activities, technical weaknesses, *et cetera*; and
 - c. DEXs may, without any prior notification or legal proceedings, cease to operate or exist altogether, which may result in the loss of crypto assets, services, integrations and other (legal) rights relating thereto.
27. To the maximum extent permissible under the applicable laws, explicitly including (but not limited to) Dutch law and with due observance of clause M.55, Nash is not liable and cannot be held liable for any damage(s), explicitly including (but not limited to) direct, indirect and consequential damage(s), suffered by you and/or third parties as a result of (the receipt of) Third Party Services, APIs used and/or (the use of) DEXs, except in the case of wilful intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) on the part of Nash.

G. FEES AND TRANSACTIONS

28. Nash generates profits and is able to exploit her business by calculating a fee over your use of the Services (hereinafter: “**Nash Fees**”). Nash Fees which are applicable to a specific Service or Transaction or Nash Fees which are included in a subscription model (if applicable) will always be shown to you on or via the Website or the App before using the specific Service(s) and/or initiating a Transaction.
29. In addition to Nash Fees, there might also be other, third party or network fees included or applicable to (the use of) Services, Third Party Services and/or Transactions which are due by you. Such other fees are not always predictable or known by Nash and can be subject to change. Nash strives to make such other fees known and communicate them to you via the Website or the App.
30. In order to make a Transaction, you must have sufficient Crypto-assets in your Wallet or fiat currency in your Bank Account in order to do so.
31. Nash will make a Transaction as soon as technically possible, whereby Nash strives to complete Transactions within 1 (one) business day. Transactions will be executed automatically - if (technically) possible. Therefore, issued Transactions cannot be revoked by you. If the execution of a Transaction is not (technically) possible at the moment of your instruction, due to causes which lie outside of Nash’s sphere of influence, Nash is entitled to delay or cancel the Transaction.
32. You can withdraw funds or Crypto-assets to your Bank Account or your Wallet via your Client Account. Nash may charge a fee for processing a withdrawal. The fees applicable to a withdrawal from your Client Account will always be shown to you on or via the Website or the App before initiating the withdrawal. Nash is entitled to suspend or block any withdrawal from your Client Account if Nash finds that such a withdrawal is made in conflict with and/or results in a breach of the applicable laws and/or these Terms.

H. TRANSFER SERVICES

33. As part of the Services, Nash provides transfer services for Crypto-assets on behalf of Clients in accordance with Regulation (EU) 2023/1113 of the European Parliament and of the Council of 31 May 2023 on information accompanying transfers of funds and certain crypto-assets (hereinafter: “**TFR**”) and art. 82 MiCA. Nash is obliged to obtain, and in some cases accompany the transfers with, information on you, which information must be provided by you to Nash. The transfer services are provided by Nash when the Client sends Crypto-assets to Nash or receives Crypto-assets from Nash via the Service Nash Fiat Ramp.
34. Any request by you to send Crypto-assets to or receive Crypto-assets from Nash shall be done in accordance with these Terms.
35. You must provide Nash with information on the originator and the beneficiary of a transfer of Crypto-assets, which must at least include:
 - a. the name, DLT address, address date and place of birth, and, where applicable, the LEI of the originator of the transfer; and
 - b. the name, DLT address, and, where applicable, the LEI of the beneficiary of the transfer.Nash may reject a transfer of crypto-assets if it has not received all required information for the transfer from you.
36. You are not obliged to pay fees or commissions to Nash for providing transfer services, other than the fees set out in these Terms.
37. Any communications between Nash and you regarding the provision of transfer services shall be made in English. Notifications by Nash are made through your account on the App or the Website after receiving a request to process, during the processing and after execution of a Crypto-asset transfer. Notification by Nash of a suspected or actual fraud or security threat will be performed through the same channels.
38. You must notify Nash of any unauthorized or incorrectly initiated or executed transfer of Crypto-assets within 3 business days of the transfer. The liability of Nash for any unauthorized or incorrectly initiated or executed transfer of crypto-assets shall be limited in accordance with these Terms.
39. Order execution times are dependent on payment methods, customer due diligence, blockchain network loads and crypto-asset transfer times. Crypto-asset transfers have historically and generally been completed within one (1) day. However, Crypto-asset transfers are subject to the block processing times of the applicable network supporting the relevant crypto-assets, which may vary and cannot be accurately estimated. Nash does not give any assurances to the order execution times as these may depend on factors outside Nash’s control.
40. The number of block confirmations needed for transfers of crypto-assets to be (considered sufficiently) irreversible on their respective blockchain networks can be found on the Website of Nash.

I. PROCESSING OF PERSONAL DATA

41. Nash will process your (personal) data if you use the Services, the Website or the App or otherwise communicate with Nash. All Nash’s (personal) data processing will take place in

accordance with Regulation EU 2016/679 (hereinafter: the “**GDPR**”). Full information on the way Nash handles your personal data is set out in Nash’s privacy policy, published on the Website.

42. Aside from the (personal) data Nash must process to be (technically and practically) able to perform the Services, to allow use of the Website and App and/or to communicate with you, Nash must also perform KYC and AML checks if you start the acceptance process for a Client Account. If the (intended) Client is a legal entity rather than a natural person, then the KYC and AML checks will extend to the legal entity’s Ultimate Beneficiary Owners (UBOs) or partners, as well as its directors and persons otherwise authorized to represent the legal entity.
43. By requesting Nash to start the acceptance process for a Client Account, you declare that you are aware that this will trigger KYC and AML checks and that you accept that this is the case. Art. 33 Wwft requires Nash to store the information gathered in its KYC and AML process for a specific time period after the end of its relationship with you. Note that this storage requirement also applies if the acceptance process is not completed or otherwise does not culminate in the creation and use of a Client Account.
44. To be able to provide its Services, Website and App, Nash has to store your (personal) data or otherwise process personal data with the help of third parties, such as IT suppliers, payment service providers, banking and financial service providers, et cetera (hereinafter: “**Processors**”). Some of our Processors (and/or their sub-Processors) are located (directly, or indirectly through group companies) outside the EU. This includes the United States of America (“**USA**”). While Nash strives to store your personal data on servers within the EU as much as possible, certain third countries (among which: the USA) reserve the right to requisition information from legal entities based in their country, even if such information is stored in the EU. This means that it cannot be guaranteed that your personal data will be unreachable for USA (or other third country’s) government agencies if you interact with Nash. By using our Services, interacting with our Website or App or otherwise providing personal data to Nash, you warrant that you are aware of this risk and that you consent to Nash using Processors (and/or sub-Processors) who are located in countries that may not provide a level of personal data protection that is essentially equivalent to the protection in the EU, without Nash being able to mitigate this through technical or organizational measures.

J. REPRESENTATIONS AND WARRANTIES

45. Under the execution of these Terms, Nash hereby guarantees and warrants to you that:
 - a. Nash is an established legal entity duly incorporated under the laws of the Netherlands; and
 - b. entering into these Terms and the provision of the Services does not constitute an attributable breach on the part of Nash with respect to one or more third parties.
46. By using the Services and (therefore) entering into these Terms, you hereby guarantee and warrant to Nash that:
 - a. you are eligible under these Terms and legally permitted under the laws applicable to you to receive the Services and enter into these Terms, thus what has been included in clause D.13 of these Terms is true and directly applicable to you;
 - b. you are aware of and have duly assessed the risks included in clauses C.8, C.9 and F.26 of these Terms before entering into these Terms and receiving the Services;
 - c. all information and/or documents that you have provided to Nash and will provide to Nash under (the execution of) these Terms, explicitly including (but not limited to) the

information and/or documents provided by you to Nash during the KYC and AML checks and procedures and your Wallet and/or Bank Account credentials, are correct, accurate, up to date, true and not in any way misleading or fabricated;

- d. you will immediately inform and update Nash in writing of any changes to or in the information and/or documents that you have provided to Nash and will provide to Nash under (the execution of) these Terms; and
- e. you will at all times use the Services with due observance of and in strict compliance with all applicable laws and these Terms and not in any way illegally, fraudulently and/or contrary to public order or morality.

K. INTELLECTUAL PROPERTY

47. Without limitation thereto, Nash's intellectual property rights are those rights which are registered in her name and also inventions, original works of authorship (copyrighted materials), developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws and/or other intellectual property rights which relate to (the implementation of) Nash's business. Nash is the sole owner of all rights of, existing, regarding and arising from (the use of) the Services, including copyrights and other intellectual property rights.

48. Unless explicitly agreed upon otherwise in these Terms, nothing with regard to (the execution of) these Terms and/or (the provision of) the Services may be interpreted or construed as granting the use of and/or transferring any (intellectual) (property) right(s), however named, by Nash to you.

L. TERMINATION OF THE SERVICES AND THESE TERMS

49. You are entitled to immediately and without observing any notice period close your Client Account and thus terminate these Terms at any time by doing so via your Client Account.

50. Nash is entitled to close your Client Account and thus seize the provision of the Services and terminate these Terms at any time whilst observing a notice period of 4 (four) weeks. However, upon occurrence of one of the following circumstances or a combination thereof, Nash is entitled to suspend any Transaction and/or close your Client Account and thus seize the provision of the Services and terminate these Terms immediately and without observing any notice period:

- a. you do not respond to any request(s) or formal communication(s) made by Nash to you (in a timely manner);
- b. Nash's (ongoing) KYC and AML checks and procedures reveal or result in information that legally obligates Nash to terminate its legal relationship with you;
- c. you fail or you have failed previously to provide Nash with relevant, accurate, up to date or valid information and/or documents that you are obligated to provide to Nash by law and/or under (the execution of) these Terms, explicitly including (but not limited to) the information and/or documents you must provide to Nash during the KYC and AML checks and procedures, your Wallet and/or Bank Account credentials;
- d. you are in breach of or have breached these Terms, more specifically (but not limited to) the guarantees and/or warranties as stipulated in J.46 of these Terms;
- e. Nash discovers or has reasons to suspect that you are using or have used the Services or the Third Party Services for fraudulent, illegal and/or unlawful causes or activities;
- f. you lose the power of disposition with regard to your assets;
- g. you die;

- h. you consciously bring damage to Nash's business, the Services, the Third Party Services, the DEX(s) and/or otherwise in relation to the Services and/or these Terms; and/or
- i. it can no longer reasonably be required of Nash to continue providing the Services to you.

51. The clauses and obligations set forth in these Terms that are by their nature designated to survive the termination of these Terms shall survive said termination thereof indefinitely.

M. EXCLUSION OF LIABILITY

52. To the maximum extent permissible under the applicable laws, explicitly including (but not limited to) Dutch law and with due observance of clause M.54, Nash is not liable and cannot be held liable for any damage(s), explicitly including (but not limited to) direct, indirect and consequential damage(s), suffered by you and/or third parties as a result of (the receipt of) the Services and/or the execution of these Terms, except in the case of wilful intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) on the part of Nash.

53. With due observance of clause M.54, under no circumstance can Nash be held liable for damages which result from and/or are directly connected to:

- a. exchange rate fluctuations or other inherent risks of dealing with Crypto-assets, DEXs and/or other blockchain-related activities;
- b. price and/or exchange rate differences resulting from a delay in the processing and/or execution of a Transaction;
- c. for the cancellation of a Transaction, if there has been an apparent error in the pricing of or exchange rate with regard to the relevant Crypto-asset(s);
- d. from information and/or documents provided by you which are incorrect or contrary to Nash's instructions, explicitly including (but not limited to) the information and/or documents provided by you to Nash during the KYC and AML checks and procedures, your Wallet and/or Bank Account credentials;
- e. termination or suspension of your Client Account, the provision of the Services and/or termination or modification of the Services;
- f. hacking or failures of hardware or connections on which (the provision of) the Services depends; and/or
- g. the loss or compromise of (access to) your Client Account, loss of your Client Account's login details and/or (access to) your Wallet and/or Bank Account.

54. With due observance of clauses M.52 and M.53, if you qualify as a consumer (natural person), not pursuing professional or commercial activities, as specified in (amongst others) art. 6:236 DCC, Nash can be held liable for direct damage(s) suffered by you as a result of an attributable breach of these Terms by Nash and/or attributable shortcoming(s) of Nash in the provision of the Services to you. These direct damages shall be limited to the costs that are reasonably necessary to repair the damage(s), in such a way that the breach(es) and/or shortcoming(s) can yet be deemed a valid performance under these Terms and costs that were reasonably necessary for establishing the cause and scope of the damage(s) that occurred. Every (right to a) claim for damages made by you against Nash lapses (*verjaren*) over a time period of 2 (two) years, starting 1 (one) day after the day on which you have or should reasonably have discovered the damages incurred by you.

55. You hereby acknowledge and agree that you will indemnify Nash, its directors, its employees and/or any third party involved with (the creation and/or execution of) these Terms and/or (the provision of) the Services against (any) third-party claim(s), including but not limited to the claims which arise from you breaching (any provision under) these Terms, specifically including (but not limited to) the breach of your warranties as stipulated in clause J.46.

N. FINAL PROVISIONS

56. The records of Nash's administration provide complete and conclusive evidence of your legal relationship with Nash and the provision of the Services, including, among other things (but not limited thereto) the fees (including Nash Fees) which are due to Nash by you and the amount and composition of the Crypto-assets in your Client Account. This means that in the event of a dispute about the Crypto-assets in your Client Account or any other rights or obligations between you and Nash, Nash's administration will in principle be considered to be correct. If a judge has to decide on the dispute, the judge must view the extracts from Nash's records as conclusive evidence, but you shall be allowed to prove that this evidence is incorrect ('proof to the contrary', in Dutch: *bewijs van het tegendeel*, or *tegendeelbewijs*).
57. These Terms include all the arrangements between you and Nash relating to the Services and any other subject or matter governed by these Terms and replace all the previously written and oral arrangements made between you and Nash. No further (general) terms, conditions and/or statutory regimes are applicable to the legal relationship and/or (other) arrangements made between you and Nash in relation to the Services and/or and any other subject or matter governed by these Terms.
58. Nash is legally entitled to amend these Terms unilaterally. If such an amendment is made and implemented by Nash, you are entitled to close your Client Account at any time. If Nash wants to change these Terms, Nash will notify you thereof at least two weeks in advance, which notification may be given via the Website and/or the App. If you continue to use the Services after this notice period, this implies that you agree to the new, altered version of the terms and the applicability thereof to you.
59. If a provision of these Terms turns out to be void or non-binding, you and Nash continue to be bound to the other provisions of these Terms.
60. You hereby give Nash permission in advance for the transfer of its rights and obligations in relation to (the provision of) the Services, under these Terms and all related (legal) acts to third parties, either by contract transfer (art. 6:159 DCC), or separately (art. 6:155 DCC). If Nash executes such a transfer, it will remain responsible to you for the fulfilment of its obligations in relation to (the provision of) the Services and under these Terms until Nash has notified you of the transfer and the (legal) person to whom Nash has transferred its rights and obligations.
61. Any claims that may ensue to you from (the use of) the Services and/or these Terms cannot be transferred without prior written consent given thereto to you by Nash, this with effect under property law (*met goederenrechtelijke werking*) as defined in art. 3:83(2) DCC.
62. (The provision of) the Services, these Terms and any non-contractual obligations arising out of or in connection with (the provision of) the Services and/or these Terms are solely and exclusively governed by and shall be construed in accordance with the laws of the Netherlands.

63. Any disputes arising out of or in connection with (the provision of) the Services and/or these Terms, including regarding the existence or validity of these Terms, and any non-contractual obligations arising out of or in connection with (the provision of) the Services and/or these Terms, are subject to the sole and exclusive jurisdiction of the competent court in Amsterdam, the Netherlands (*Rechtbank Amsterdam*).

O. Complaints, questions and contact information

64. Complaints and/or comments you may have can be made by email to legal@nash.io or by contacting the support via the Website. You can also file a complaint using the form provided on the Website. We will respond to your complaint(s) and/or comment(s) as soon as reasonably possible.

65. We often post notices and relevant Services information in our social media channels, so we advise you to check those channels before contacting our support department.

66. For support with your Client Account or any other matter related to the Services, you may email us at support@nash.io. Please provide all relevant information, including your Nash username and transaction IDs of any related Transactions. Although we make no representations or provide no warranties as to the speed of response, we will get back to you as soon as possible.
