SMART BANK

LEGAL AGREEMENT

Terms of Use

These Terms govern your use of the ASmartBank website, mobile application and services: your Account, deposits and withdrawals, buying, selling and swapping cryptoassets, savings plans and memberships.

Document reference	ASB-TCS-2026-V2
Effective date	19 November 2026
Provided by	ASmartBank Digital Assets Europe Ltd
Registered office	3055 BJ Molenlaan, Rotterdam, Netherlands
Governing law	The laws of Cyprus
Language	English
Contact	support@asmartbank.com · +31 627 1348 35

IMPORTANT NOTICE

Cryptoassets are high-risk. The value of a coin can fall quickly and by a large amount, you may lose everything you put in, and results of the past do not show what will happen in the future. Read these Terms, in particular Part 5 (Risk warning), before you use the Services. If you do not understand or do not accept them, do not register and do not use the Services.

Contents

1 About these Terms and the Agreement
2 Definitions and interpretation
3 Who we are and how to contact each other
4 Eligibility
5 Risk warning
6 Our services
7 Registering and activating your Account
8 Identity verification (KYC) and ongoing checks
9 Account security
10 Your balance, your assets and your records
11 Holding your assets
12 Deposits
13 Withdrawals
14 Buying, selling and swapping
15 Prices and when trading is paused
16 Fees and calculations
17 Savings plans
18 Memberships
19 Support chat, experts and translation
20 Referral programme
21 Charts, tools and information
22 Support and complaints
23 Instructions and how we act on them
24 Transaction limits
25 Supported coins
26 Our role and conflicts of interest
27 Information requests, set-off and holds
28 Prohibited use
29 Suspension, restriction and termination by us
30 Closing your Account
31 Technology, availability and third parties
32 Your personal data
33 Intellectual property and use of the Services
34 Your statements and promises
35 Our liability
36 Your indemnity
37 Notices and communication
38 Changes to the Terms and the Services
39 Governing law and disputes
40 General

SCHEDULES

A Fees and limits
B Coins and Networks
C Savings plan conditions
D Membership plans
E Contact details

1. ABOUT THESE TERMS AND THE AGREEMENT

1.1 **What this document is.** These Terms of Use (the "**Terms**") are a legally binding agreement between you and **ASmartBank Digital Assets Europe Ltd** (the "**Company**", "**ASmartBank**", "**we**", "**us**" or "**our**"). They govern your access to and use of the ASmartBank website, the ASmartBank mobile application, the programming interfaces we provide, and every service described in Part 6 (together the "**Services**").

1.2 **Reading and accepting the Terms.** By creating an account, by ticking the box that says you accept the Terms, or by using the Services, you confirm that:

(a) you have read these Terms, the Privacy Policy and the Risk Warning in Part 5, and you understand them;

(b) you accept them without change, and you agree to be bound by them as they are updated from time to time under Part 38;

(c) you have the legal capacity and the authority to enter into this agreement (for a company account, the authority to bind the company).

1.3 If you do not understand or do not accept every part of these Terms, you must not register an account and you must not use the Services.

1.4 **The documents that make up the Agreement.** Together, the following documents form the agreement between you and us (the "**Agreement**"):

(a) these Terms, including the Schedules at the end;

(b) the Privacy Policy, which explains how we handle personal data;

(c) the information and conditions shown to you on a page of the Services at the moment you use a feature (for example the savings plan conditions you confirm before locking funds, the fee shown before you confirm an order, or the order summary shown before you pay for a membership);

(d) any other document that says it forms part of the Agreement.

1.5 **Order of precedence.** If two documents of the Agreement disagree, the more specific one applies to the matter it covers: first the conditions shown to you when you use a feature, then Schedules A to E, then the rest of these Terms, then the Privacy Policy. Where a document is silent, these Terms apply.

1.6 **Language.** These Terms are written in English. If we provide a translation, the English text prevails. Automatic translation of chat messages (see Part 19) does not change this rule.

1.7 **Keeping a copy.** You can read these Terms at any time on our website, print them or save them as a PDF file, and you can ask us for a copy by writing to **support@asmartbank.com**. We recommend that you keep a copy of the version that applied when you registered.

2. DEFINITIONS AND INTERPRETATION

2.1 **Defined words.** In these Terms the following words have the meanings below. Words in the singular include the plural and the other way round.

2.2

Account	Your personal or corporate ASmartBank account, protected by your username, your password and two-factor authentication.
Active	The status of an Account that has been activated by its owner through the link we send by email and that is not suspended.
Available Balance	The part of your USD balance that is not locked in a savings plan and not reserved for a pending withdrawal, and that you can therefore use to trade, to withdraw or to lock in a savings plan.
Business Day	A day other than a Saturday, a Sunday or a public holiday at our registered office.
Commission	The fee we charge on a buy, sell or swap order, shown before you confirm the order (see Part 16).
Cryptoasset or coin	A digital representation of value or rights that is transferred and stored using distributed ledger or similar technology, such as Bitcoin, Ethereum or Tether (USDT), that we make available in the Services.
Deposit Address	A blockchain address that belongs to us and that is shown on the Deposit page for a particular coin and network.
KYC	Know Your Customer: the verification of the identity of an account holder that we carry out under Part 8.
Live Price	The current market price of a coin that we obtain from public exchange price feeds and use to price your orders, as explained in Part 15.
Maturity Date	The day on which the term of a savings plan ends and the principal and interest are paid out.
Membership	A paid monthly plan described in Part 18, or the Free plan that every registered member has.

Network	The blockchain on which a transfer is made, for example Bitcoin, Ethereum (ERC-20) or Tron (TRC-20).
Order	Your instruction to buy, sell or swap a coin at the Live Price, given through the trade or swap page or the mobile application.
Saved Wallet	The external wallet address you save in your Account for a coin, and to which withdrawals of that coin are sent.
Savings Plan	A fixed-term arrangement described in Part 17 in which you lock part of your Available Balance for 12 months and earn monthly interest.
Tier	The band of a savings plan, decided by the amount you lock, that sets the monthly interest rate of that plan.
TXID	The transaction identifier (hash) of a blockchain transfer.
USD	United States dollars. Your balance and all fees in the Services are shown in USD.

2.3 **Interpretation.** In these Terms:

(a) headings are for convenience and do not affect the meaning;

(b) "including" and similar words do not limit the words that come before them;

(c) a reference to a law includes that law as amended or replaced;

(d) a reference to a "Part" or a "Schedule" is to a part of, or a schedule to, these Terms;

(e) the word "writing" includes email and a message sent through the support chat;

(f) times are given in the time shown by the Services; if no time zone is given, they are in Central European Time.

3. WHO WE ARE AND HOW TO CONTACT EACH OTHER

3.1 **Our details.** The Services are provided by **ASmartBank Digital Assets Europe Ltd**. Our contact address is 3055 BJ Molenlaan, Rotterdam, Netherlands.

3.2 **How you can contact us.** You can reach us:

(a) through the support chat in your dashboard (for members) or the support page of the website;

(b) by email at **support@asmartbank.com** (general questions and complaints), **buy@asmartbank.com** (large purchases) and **sale@asmartbank.com** (large sales);

(c) by telephone on **+31 627 1348 35**;

(d) by post at the address above.

3.3 We will never ask you for your password, for a two-factor code or a backup code, or for the private key or recovery phrase of a wallet, by email, chat or telephone. Anyone who asks you for them is not acting for us.

3.4 **How we contact you.** We contact you at the email address and, where relevant, the telephone number you gave us, through notifications in your dashboard, and through the support chat. You must keep these details correct and you must read our messages. A message we send to the details you gave us is treated as received by you, as set out in Part 37.

4. ELIGIBILITY

4.1 **Who may open an Account.** To register an Account and to use the Services you must:

(a) be at least 18 years old, and be an individual or a legal entity with the full power, authority and capacity to enter into this Agreement and to perform it;

(b) act for yourself: an Account may not be opened or used on behalf of another person unless it is a corporate Account opened by an authorised representative;

(c) give us accurate, complete and current information, including a permanent email address and a telephone number with its country code;

(d) hold only one Account: each Account needs its own email address, username and telephone number, and a telephone number can be used for one Account only;

(e) not be a person with whom we are forbidden to deal under the law that applies to us, including persons on sanctions lists;

(f) not have had an account of ours closed for a breach of these Terms.

4.2 **Where you live.** We do not, at the date of these Terms, block any country from using the Services. The law of the country where you live or are located may nevertheless restrict or forbid the use of cryptoasset services. You are responsible for finding out and for obeying it. We may decide at any time to restrict a country, and we will tell you if that affects your Account.

4.3 **Limits on registrations.** To prevent abuse we limit how many Accounts can be opened from one network in one hour and in one day. If you reach the limit you will be asked to try again later or to contact support.

4.4 **Corporate Accounts.** A corporate Account may be opened only by a person authorised to bind the company. We may ask for documents that show the company's existence, its ownership and the powers of the person acting for it, and we may refuse or close a corporate Account that we cannot verify.

5. RISK WARNING

5.1 **Cryptoassets are high-risk. Cryptoassets are high-risk assets. You should not use the Services unless you are prepared to lose all the money you put in.** Nothing in the Services is a promise of profit, and results of the past, of other members or of our experts do not show what will happen in the future.

5.2 **The main risks.** Before you use the Services you should understand in particular the following risks. This list is not complete.

(a) **Price volatility.** The price of a coin can rise or fall very quickly and by a very large amount. It may fall to zero. No bank, government or company can stabilise it.

(b) **Technology.** Cryptoassets are digital. Like any digital system they can be affected by software errors, network congestion, forks, hacking and loss of access. A transfer sent on a blockchain cannot be reversed.

(c) **Regulation.** The rules for cryptoassets and the companies that offer them are changing in many countries. A change can reduce the value of a coin or limit what you may do with it.

(d) **Liquidity.** At some moments a coin may be hard to price. When we do not have a fresh Live Price for a coin we pause trading in it (see Part 15).

(e) **Locked funds.** Money locked in a Savings Plan cannot be used before the Maturity Date, even if prices move against you or you need the money.

(f) **No protection scheme.** Cryptoassets and balances held with us are not covered by a government deposit-guarantee or investor-compensation scheme unless we tell you otherwise in writing.

(g) **Third parties.** Parts of the Services rely on third parties (price sources, payment and email providers, blockchain networks). Their failure can affect the Services.

5.3 **Your own decisions.** You are solely responsible for deciding whether an Order, a Savings Plan, a Membership or any other use of the Services suits your financial situation and your objectives. We do not know your circumstances and we do not assess whether something is suitable for you. You should take independent professional advice if you are unsure.

5.4 **Tax.** Gains, interest, rewards and other receipts may be taxable where you live. You are responsible for your own tax, for keeping records and for filing returns. We do not give tax or legal advice.

6. OUR SERVICES

6.1 **What we offer.** Subject to these Terms, and subject to the limits and checks described in them, the Services allow you to:

(a) open an Account and hold a balance in USD and holdings of the coins we support;

(b) deposit supported coins to our Deposit Addresses (see Part 12);

(c) buy and sell coins, and swap one coin for another, instantly at the Live Price (see Part 14);

(d) withdraw to a Saved Wallet (see Part 13);

(e) lock part of your Available Balance in a Savings Plan and earn monthly interest (see Part 17);

(f) use the Free membership, or buy a paid Membership that adds expert guidance and further tools (see Part 18);

(g) follow market prices and use charts and analysis tools (see Part 21);

(h) invite other people and receive a reward as set out in Part 20;

(i) contact us through the support chat, and, with a paid Membership, chat with an expert (see Part 19).

6.2 **How trading works.** ASmartBank is **not** an order-book exchange and not a marketplace between members. When you place an Order, you trade **directly with us**, as the other party to the trade, at the Live Price shown on the page plus the Commission. There is no order matching with other users, no limit or stop orders, no margin, no leverage and no borrowing. The public order book that may be shown beside a chart is market information from other exchanges: your Order is not placed in it and is not filled from it.

6.3 **What we do not offer.** We do not offer: futures, options or other derivatives; margin or leveraged trading; lending or borrowing of cryptoassets; peer-to-peer trading; copy trading or automated trading bots; payment cards; and the exchange of cryptoassets for cash in a bank account. If a page of the Services mentions one of these as "coming soon", it is not available and is not part of the Agreement.

6.4 **No advice.** We do not give regulated investment advice or personal recommendations. Market information, chart tools, the "Daily PNL" figure, the Top Earners list, savings calculators and messages from our experts are provided for information. They are not a recommendation to buy, sell or hold anything.

6.5 **Changes to the Services.** We may add, change, limit or remove a feature, a coin, a Network or a payment method, as set out in Part 38. Features may be available on the website and not in the mobile application, or the other way round.

7. REGISTERING AND ACTIVATING YOUR ACCOUNT

7.1 **Registration.** To register you must complete the registration form with your full name (letters only), a username (3 to 30 letters, numbers, dots or underscores), your email address, your telephone number with country code and a password of at least 8 characters, choose Individual or Corporate, and accept these Terms and the Privacy Policy. Temporary or disposable email addresses are not accepted.

7.2 **Activation by email.** A new Account is not Active until you open the activation link that we email to you. The link is personal to you and can be used once. If you did not receive it, check your spam folder; the sign-in page lets you ask for the link again (up to 3 times an hour). Until you activate your Account you cannot sign in.

7.3 **Accuracy of your information.** You must keep the information in your Account correct and up to date. If it is wrong we may refuse, delay or cancel a transaction, and we are not responsible for a loss that results from information you gave incorrectly.

7.4 **Your username and member number.** Each Account has a username that you choose and a member number that we assign. You may not choose a username that is offensive, that imitates another person or company, or that suggests you are connected with us.

7.5 **Terms accepted.** We record the date and time at which you accepted these Terms. If we publish a new version that requires your acceptance, we may ask you to accept it again before you continue to use the Services.

8. IDENTITY VERIFICATION (KYC) AND ONGOING CHECKS

8.1 **Why we verify.** We verify the identity of our members to prevent fraud, money laundering, the financing of terrorism and other crime, to obey the law, and to protect you and other members.

8.2 **What needs verification.** Until your identity verification is approved you can sign in and look around, but you cannot buy, sell or swap coins, make a deposit, request a withdrawal or transfer, or open a Savings Plan.

8.3 **How verification works.** You upload, on the KYC page, a clear photograph or scan of a valid identity document (front side) and a photograph of your face. Images and PDF files are accepted. We review them and set the status of your verification to under review, approved or rejected. If it is rejected we tell you why, and you may correct the documents and submit them again.

8.4 **Further information.** We may at any time ask for more information or documents, for example about your source of funds or your address, or ask you to verify again. We may restrict your Account until you answer. You must answer truthfully and promptly.

8.5 **Your documents.** We store your documents in a protected area that is not open to the public and use them only for the purposes described in the Privacy Policy and in this Part. Staff access to them is limited to those who need it for verification and compliance.

8.6 **Refusal.** We may refuse or end a verification, and refuse to open or to keep an Account, where we cannot satisfy ourselves about who you are, where documents appear false, altered or unreadable, or where the law requires it. We do not have to give detailed reasons if the law forbids it or if doing so would help a person to avoid our checks.

9. ACCOUNT SECURITY

9.1 **Two-factor authentication.** Every Account must use two-factor authentication. You set it up when you first sign in, by choosing an authenticator application or a code sent by email, confirming it with a code, and saving the backup codes you are shown. Every later sign-in asks for a code. A backup code works once.

9.2 **Your credentials.** You must:

(a) choose a strong password that you do not use anywhere else, and keep it secret;

(b) keep your two-factor device, your codes and your backup codes safe, and store backup codes offline;

(c) never share them with anyone, including a person who says they work for us;

(d) sign out when you use a shared or public device;

(e) tell us at once if you think someone else knows them or has used your Account.

9.3 **Responsibility for activity.** You are responsible for everything done through your Account until you tell us that it has been compromised and we have had a reasonable time to act. We treat an instruction given with your credentials as given by you.

9.4 **Protective measures.** To protect you and us we apply measures that include:

(a) a temporary block on sign-in after repeated failed attempts: after 5 failed attempts on one Account, or 20 from one network, within 15 minutes, further attempts are refused until the window has passed;

(b) ending the sessions of an Account that is suspended, so that it is signed out on every device;

(c) allowing withdrawals only to the Saved Wallet (see Part 13);

(d) a team review of withdrawal requests before they are sent;

(e) recording sign-ins and important actions in a log that we may use to investigate a problem.

9.5 **Lost access.** If you lose your authenticator device, use a backup code. If you have no backup code either, contact support. After we verify that the Account is yours, we can reset your two-factor setting so that you can set it up again on a new device. Resetting it ends all your sessions in the mobile application.

9.6 **Our own security.** We apply technical and organisational measures that we consider appropriate to protect the Services and the data in them. No system is perfectly secure and we cannot promise that the Services will never be attacked or that an attack will never succeed. Part 35 applies.

10. YOUR BALANCE, YOUR ASSETS AND YOUR RECORDS

10.1 **What your Account shows.** Your Account shows a balance in USD, the coins you hold, the savings you have locked, the interest earned so far, and your transactions. These figures are our records of what is credited to you.

10.2 **Rounding.** Amounts of USD are kept to two decimal places and quantities of coins to eight decimal places. A quantity smaller than 0.00000001 of a coin cannot be held and cannot be traded. When a calculation produces more decimals than we can hold, we round as shown by the page that shows the result; the figure we record is the one that binds.

10.3 **Statements and history.** The history page lists your buys, sells, swaps, deposits and withdrawals. You may view and keep this information at any time. You must check it regularly and tell us within 30 days of the date of a transaction if you think that something is wrong. After that we may treat the record as correct, to the extent the law allows.

10.4 **No interest on cash.** Except for a Savings Plan that you have opened, we pay no interest on a balance in USD or on coins that you hold in your Account.

10.5 **Errors.** If something is credited to your Account by mistake, or something is debited that should not have been, we may correct it. You must not use an amount that was credited by mistake, and you must tell us about it. We may take back an amount credited by mistake, including from your Available Balance and from future payments to you.

10.6 **Dormant Accounts.** If you do not sign in for a long time we may ask you to confirm that you still want the Account, and we may restrict it until you do. A restriction on a dormant Account does not make your balance disappear.

11. HOLDING YOUR ASSETS

11.1 **Records of what you own.** The coins shown in "My Assets" and the USD shown as your balance are our records of what we owe you. You do not own a particular coin or a particular blockchain address. You have a claim on us for the quantity of each coin and the amount of USD recorded in your Account, which we must deliver to you in accordance with these Terms.

11.2 **Where the assets are kept.** We keep the assets that back our obligations to members in wallets and accounts that we control and, where we use them, with third-party custodians and exchanges that we choose. We decide how to arrange them. You do not have a right to a particular wallet or a particular custodian.

11.3 **No separate wallet for you.** We do not create a separate blockchain wallet for you. The Deposit Addresses are our own addresses and are shared by many members: this is why every deposit must be reported on the Deposit page with its TXID (see Part 12).

11.4 **Rights over assets.** Except as set out in Part 27, we will not sell, lend or use your assets for any purpose that is not needed to provide the Services to you, or to obey the law. Savings locked in a Savings Plan are described in Part 17.

11.5 **Moving your assets.** You may withdraw coins to your own wallet, including a cold (offline) wallet, as set out in Part 13. Once a withdrawal has been sent on the blockchain it is final.

12. DEPOSITS

12.1 **Supported coins and Networks.** You can deposit only the coins and on the Networks listed on the Deposit page and in Schedule B: at the date of these Terms Bitcoin (BTC), Ethereum (ETH, on the Ethereum network) and Tether (USDT, on the Tron network, TRC-20). Other coins are marked "Coming soon" and cannot be deposited.

12.2 **How to deposit.** To deposit:

(a) open the Deposit page and choose the coin; the page shows the Deposit Address and a QR code for it;

(b) send the coin, on the Network shown, from your own wallet or from an account in your name;

(c) enter on the Deposit page the quantity you sent and the TXID of the transfer, and submit the request.

12.3 **Credit of the deposit.** We calculate the USD value of your deposit from the quantity you entered and our price at the moment you submit the request. Our team then checks the transfer on the blockchain. When we approve the request, that USD value is added to your balance. A request that we cannot match to a transfer, or that does not match the details you entered, may be rejected or reduced. A TXID can be claimed once only.

12.4 **No fee, but network costs.** We charge no fee on deposits and no currency-conversion fee: your balance is kept in USD and nothing is converted into another currency on the way in. The network fee that your own wallet or exchange charges for sending the transfer is not ours and is not refunded.

12.5 **Limits.** A single deposit request can be for up to $100,000. For more, contact us before you send. Your KYC verification must be approved before you submit a deposit request.

12.6 **Wrong coin, wrong Network, wrong address.** A transfer of a coin or on a Network that is not the one shown for that Deposit Address, a transfer to an address that is not shown on our Deposit page, and a transfer sent after a Deposit Address was changed can be lost permanently. We will look at it if you contact us with the TXID, but we do not promise that anything can be recovered, and we may charge the costs of trying.

12.7 **Changes of Deposit Addresses.** We may change a Deposit Address. Always copy the address from the Deposit page at the moment you send, and never from an old message, a screenshot or a message sent to you by someone else.

12.8 **Third-party and unlawful funds.** You may deposit only coins that belong to you and that come from a lawful source. We may refuse, hold or return a deposit that we suspect comes from crime or from a person on a sanctions list, and we may report it. Part 27 applies.

12.9 **Timing.** A deposit is credited after the transfer is confirmed on the blockchain and our team has reviewed it. The time depends on the Network and on our review. We do not promise a time. If a confirmed transfer has not been credited, contact us with the TXID.

13. WITHDRAWALS

13.1 **Who may withdraw.** You may request a withdrawal when your Account is Active and your KYC verification is approved. Money locked in a Savings Plan is not available for withdrawal until the Maturity Date.

13.2 **Saved Wallet.** The first time you withdraw a coin you must save the destination wallet address for that coin and its Network. For your security, **a Saved Wallet is saved permanently and cannot be changed afterwards**, so that no one who gets into your Account can redirect your money to another address. Check the address carefully, letter by letter, before you save it. If you have a real problem with a Saved Wallet, contact support.

13.3 **How to request a withdrawal.** On the Withdraw page you choose the coin, enter the amount and submit the request. The amount is taken from your balance at once. Our team reviews the request, and the coin is then sent to your Saved Wallet.

13.4 **Withdrawal fee.** We charge a withdrawal fee of 0.07% of the amount withdrawn. The page shows the fee and the amount you will receive before you submit the request. You also bear any cost that is charged by the Network or by the receiving wallet.

13.5 **Review and refusal.** Every withdrawal request is reviewed by our team. We may refuse a request, hold it for further checks, or ask you for more information, where this is needed for security, for the law, for fraud or money-laundering prevention, or because your Account is restricted. If we reject a request, the amount is returned to your Account.

13.6 **Finality.** A transfer sent on a blockchain cannot be reversed or recalled. We are not responsible for a loss caused by a wrong Saved Wallet, by a wallet that does not support the coin or the Network, or by a wallet or an exchange account that is not under your control.

13.7 **Supported coins.** The coins and Networks to which you can withdraw are listed on the Withdraw page and in Schedule B. We may add or remove a coin or a Network, as set out in Part 25.

13.8 **Rounding.** Withdrawal amounts in USD are rounded to two decimal places and quantities of coins to eight decimal places. A withdrawal of a smaller quantity than the smallest we can send is refused.

14. BUYING, SELLING AND SWAPPING

14.1 **Instant trades with us.** When you buy a coin you pay us in USD from your Available Balance; when you sell, we pay you in USD; when you swap, you give us one coin and receive another. Each Order is executed immediately, against us, at the Live Price shown on the page and described in Part 15. You see the total and the Commission before you confirm.

14.2 **Making an Order.** To make an Order you need an Active Account with an approved KYC verification, a Live Price for the coin, and enough Available Balance (for a buy, the amount plus the Commission) or enough coins (for a sell or a swap). You may enter the amount in USD or as a quantity of the coin.

14.3 **Orders are final.** When you confirm an Order and it is executed, it cannot be cancelled or reversed. Check the coin, the side (buy or sell), the amount and the price before you confirm. We are not responsible for an Order that you made by mistake.

14.4 **The price has moved.** The price of a coin changes every few seconds. If the price on the server has moved by more than 0.5% since the moment you saw it, we do not execute the Order at the old price: you will be asked to look at the new price and to confirm again if you still want to trade.

14.5 **Quantities.** The smallest quantity of a coin that can be bought, sold or swapped is 0.00000001. The quantity that is paid for is the quantity that is stored in your Account.

14.6 **Swaps.** A swap is carried out as a sale of the coin you give and a purchase of the coin you receive, at the Live Prices of both coins at the moment of execution. The rate and the amount you will receive are shown before you confirm. The Commission applies as shown.

14.7 **Limits and refusal.** We may set limits on the size, the number or the frequency of Orders, for a coin, for a member or for all members, and we may refuse or cancel an Order that we consider to be abusive, to be placed in error by our systems, to exploit a pricing error, or to be linked to a breach of these Terms. See also Part 24.

14.8 **Our role.** We act as principal in every Order. We are not your agent, broker or adviser. We may hedge, manage or offset our own exposure in any way we choose, including by trading on other platforms. Part 26 explains the conflicts of interest that this creates.

15. PRICES AND WHEN TRADING IS PAUSED

15.1 **Where prices come from.** The Live Price of a coin is taken from public exchange price feeds, which we read from several sources and refresh every few seconds. The price shown on the page, the price used for an Order and the figures in your dashboard may come from different moments and may differ slightly from the price on another platform.

15.2 **Fresh prices only.** We execute an Order only on a fresh Live Price. When no fresh Live Price is available for a coin (for example because a price source has not answered for more than 20 seconds), the coin is shown for viewing only, its price may be delayed, and trading in it is paused until a fresh price returns. This protects you from trading at a wrong price. A coin whose price is delayed is marked on the page.

15.3 **No spread.** We do not add a spread to the Live Price. If that ever changes, the price you will pay or receive, including any spread, will be shown before you confirm and will apply only to Orders made afterwards.

15.4 **Information is not a quote that binds us.** Prices, price changes, the "24h change", "24h high", "24h low" and "24h volume" figures and the Daily PNL figure are information. The 24h figures are taken from a market snapshot that is refreshed every few minutes, and they are shown as they were at that time. Only the price at which an Order is executed binds us and you.

15.5 **Errors in prices.** If a price shown or used was plainly wrong (for example because of a fault in a source, in our systems or in a network), we may cancel the Order and put the Account back in the position it would have been in, or correct the Order at the right price.

15.6 **Market data from other exchanges.** The order book and the list of recent trades that may be shown next to a chart are public market data from third-party exchanges. They are shown for information only: they are not our prices, our Orders are not placed in them, and we do not promise that they are complete, correct or up to date.

16. FEES AND CALCULATIONS

16.1 **Fees.** We charge the fees set out in Schedule A. At the date of these Terms the main fees are: a Commission of 0.7% on the value of each buy, sell or swap Order; a withdrawal fee of 0.07%; no fee for opening an Account; no fee for deposits; and the monthly price of a paid Membership.

16.2 **Shown before you pay.** The Commission and any other fee that applies to an action is shown on the page before you confirm it. Fees on a buy are paid in addition to the amount of the purchase; fees on a sell are taken from the proceeds.

16.3 **Costs of others.** Network fees, and fees charged to you by your wallet, your exchange, your bank or your card issuer, are not ours. They are not included in our fees and we cannot refund them.

16.4 **Changing fees.** We may change our fees. A change applies to actions that you take after it takes effect, and we give notice as set out in Part 38. A new fee never changes a Savings Plan that you have already opened or a Membership period that you have already paid for.

16.5 **Currency.** All amounts and fees in the Services are in USD. If a payment you make is in another currency, your card issuer or bank decides the exchange rate and any charge for it.

16.6 **Taxes.** Our fees do not include taxes. If a tax such as value-added tax applies to a fee, we will add it where the law requires, and we will show it to you.

16.7 **Calculations.** We calculate fees, interest and amounts with the figures and the rounding described in these Terms. A calculation shown by a page before you confirm (for example the savings calculator on the website) is an illustration; the amounts that bind us are those recorded when you confirm.

17. SAVINGS PLANS

17.1 This Part applies to every Savings Plan. It is part of the Agreement together with the conditions shown to you, and that you confirm, before you lock funds. The conditions are repeated in Schedule C.

17.2 **Who can open a plan.** To open a savings plan your account must be active, your identity verification (KYC) must be approved, and you must be at least 18 years old. A plan is paid for only from your available USD balance. The minimum is $1,000.

17.3 **Tiers and rates.** The amount you lock decides your tier, and every tier has its own interest rate per month, shown on the savings page. The rate that applies on the day you open the plan stays the same until that plan ends. We may change the tiers and rates for plans opened later, and such a change never affects a plan that is already running.

17.4 **The 12-month lock.** When you open a plan, the amount is locked for the full 12 months. During this time you cannot withdraw it, sell it, swap it, trade with it or transfer it, and you cannot close the plan early or ask for it back. This is the core condition of the plan: do not lock money that you may need before the maturity date.

17.5 **Interest.** Interest is worked out every month on the amount you locked (simple interest, it is not added to the amount that earns the next month's interest). The interest earned so far is shown on your savings page, but it is not paid out month by month and it cannot be withdrawn before the plan ends.

17.6 **Maturity and payout.** When the 12 months are over, your principal and all of the interest are added to your available balance together, automatically. From that moment you can use them like the rest of your balance.

17.7 **Risks and no guarantee.** The rates are fixed for the plan, but a savings plan is not a deposit protected by a government guarantee scheme. Our ability to pay depends on our own financial position and on the matters described in the risks and liability sections of these Terms. Read them before you open a plan.

17.8 **Suspension and special cases.** If we suspect fraud or misuse, or if the law or an authority requires it, we may suspend an account or a plan and hold the funds until the matter is settled. A plan cannot be transferred to another person.

17.9 **Accepting these terms.** Before every plan you confirm that you have read these terms and that you understand your funds are locked until the maturity date. A plan that has not been confirmed is not opened.

17.10 **What a Savings Plan is not.** A Savings Plan is not a bank deposit, an investment fund or a security. The interest is not earned by trading your money on your behalf and is not guaranteed by a government. It is a contractual amount that we agree to pay to you at the Maturity Date as set out above.

17.11 **Changes of rates.** The monthly interest rate of a Savings Plan is fixed when you open it. The Tiers and the rates for plans opened later can change at any time; a change never affects a plan that is already running.

17.12 **Payout.** We pay the principal and the interest into your Available Balance at the end of the term, automatically. Payout is done by our systems at or after the Maturity Date; a short delay in running the payment does not change the amount owed.

17.13 **If your Account is restricted.** If your Account is suspended or closed under Part 29, we may hold the principal and interest of a Savings Plan until the matter is settled. If the law requires it, or if the Account was used in breach of these Terms, we may cancel a Savings Plan and return the principal only.

18. MEMBERSHIPS

18.1 **Free membership.** Every registered member has the Free plan, at no monthly fee. It includes what is described as "Free Member" on the website: a free Account, trading and swaps at the Live Price, deposits and withdrawals, Savings Plans, standard charts, support chat and the referral programme. The Free plan is not a subscription and cannot be cancelled; it ends only when your Account is closed.

18.2 **Paid plans.** We offer the paid monthly plans listed in Schedule D. Each plan is described on the Membership page. A paid plan adds the features shown there, which may include one-to-one chat with an expert, market analysis, alerts and the pro chart analysis tools. We may change the features of a plan; a change does not shorten a period you have already paid for.

18.3 **Paying by card.** You pay for a paid Membership by card on the secure payment page of our payment provider, Stripe. **We do not see or store your full card number.** We keep only a token that identifies your card at the payment provider, its brand and its last four digits, so that we can charge the renewals. Card payments are available only when the Membership page offers them. Your card issuer may ask you to confirm a payment with 3D Secure.

18.4 **Monthly periods and renewal.** A Membership runs for one month from the day the payment is confirmed. It then **renews automatically** for further months by charging the same card, until you turn auto-renew off on the Membership page. Turn it off before the end of the period if you do not want to be charged for the next one.

18.5 **Failed renewals.** If a renewal charge is declined or cannot be made, or if auto-renew is off, the Membership ends at the end of the period it was paid for.

18.6 **Upgrades.** You may upgrade to a more expensive plan at any time. The full monthly price of the new plan is charged to your saved card at once and a new monthly period starts that day. The unused days of the old plan are not refunded or credited.

18.7 **Downgrades.** You may schedule a switch to a cheaper plan. You keep the current plan until the end of the period you have paid for; from then on the cheaper price is charged. You can cancel the scheduled change before that date.

18.8 **Refunds.** Payments for a Membership are not refundable, except where the law gives you a right to a refund and that right cannot be excluded, and except for an amount charged in error or a duplicate charge, which we will correct. If you pay twice for the same period, contact support.

18.9 **What a Membership does not give you.** A Membership does not give you a right to any particular result. Guidance from our experts, signals, analysis and alerts are information. You decide whether to act on them and you carry all the risk of doing so (see Part 5 and Part 19).

18.10 **Ending a Membership.** We may end your Membership, and refuse to renew it, if your Account is suspended or closed under Part 29. In that case we may refund the part of the current period that you have not used, unless the reason was your breach of these Terms.

19. SUPPORT CHAT, EXPERTS AND TRANSLATION

19.1 **Support chat.** Members can write to our support team from Support in the dashboard. Our team answers as soon as it reasonably can. Some automatic answers may be given by a rule-based assistant; it gives general information and may be wrong. It does not replace a reply from our team, and it does not change these Terms.

19.2 **Advisor chat and experts.** Members with a paid Membership can write to the expert assigned to them in Advisor Chat. The expert's name, photograph, role and years of experience are shown on the website and in the chat. Replies may be written by the expert or by another member of our team in the expert's name. Messages are a service for information. They are not personal investment advice, they do not take your circumstances into account, and they do not create a duty of care towards you beyond what the law requires.

19.3 **Your conduct in chat.** You must be polite, must not send unlawful, abusive or misleading content, malware or links to harmful sites, and must not share your credentials with anyone. We may delete messages and restrict the chat of a member who does not follow this rule.

19.4 **Automatic translation.** To let members and our team read each other in their own languages, the chats offer automatic translation. You choose your chat language in the chat; our team reads in Turkish unless we tell you otherwise. A message you write is stored exactly as you wrote it. When a reader uses another language, the text of that message (and only the text) is sent to a third-party translation service, which returns the translation. The translation is stored so the same message is not sent again, and a link lets you show the original text.

19.5 **Translations can be wrong.** Automatic translation is a convenience. It can be inaccurate or can fail. In a dispute, the original text of a message is what counts. Do not rely on a translation for an important instruction: use the original language or ask us to confirm.

19.6 **Records.** We keep chat messages, and their translations, so that we can handle your request, show you the history, check quality, protect you and us, and meet our legal duties. Do not put in a chat anything that you do not want us, and the translation service, to receive.

20. REFERRAL PROGRAMME

20.1 **How it works.** Every member has a personal referral code and link on the Invite & Earn page. When a person registers with your code and their first deposit of at least $50 is approved by us, you receive $10 in your balance. The reward is paid once for each person you invite.

20.2 **Rules.** The reward is not paid, and may be taken back, if: the invited person is you, a member of your household or a person you control; the Account or the deposit is false, abusive or linked to a breach of these Terms; the deposit is rejected, reversed or returned; or the invited person does not complete KYC. You must not offer rewards, rebates or anything of value in return for using your code in a way that is misleading, and you must not send unsolicited bulk messages.

20.3 **Your own responsibility.** If you invite someone, you must not claim that ASmartBank guarantees a return, and you must not describe the Services in a way that is untrue or misleading. You are not our agent, employee or representative.

20.4 **Changes.** We may change, suspend or end the referral programme, or change its amounts, at any time. A change applies to invitations whose first deposit is approved after the change.

21. CHARTS, TOOLS AND INFORMATION

21.1 **Chart tools.** Every member can use the candlestick chart with several time intervals, volume, simple and exponential moving averages and the trend, horizontal and vertical line tools. Paid Memberships add further indicators and drawing tools (for example Bollinger bands, VWAP, RSI, MACD, Stochastic, rays, rectangles, Fibonacci retracements, a measuring tool and text notes). Your drawings are saved in your own browser for each coin and interval; we do not keep them for you and they can be lost if you clear your browser data.

21.2 **Data behind the charts.** Candle and volume data come from third-party sources. For some coins our sources supply candles of a fixed size whatever interval you choose, and no trading volume; the page then says so. Indicators are calculated on the candles shown and are only as good as that data.

21.3 **Not a recommendation.** A chart, an indicator, a signal or a drawing is not a recommendation to trade. Technical analysis has limits and can be wrong.

21.4 **Top Earners and examples.** The Top Earners list shows monthly earnings as reported by members. The figures are individual, are shown as reported, and are not guaranteed to be achieved by you: earnings can be lower than shown and your capital is at risk. Calculators on the website, such as the savings interest calculator, show examples that use the rates and rules in force when you use them.

21.5 **Daily PNL.** The Daily PNL shown in your dashboard is an estimate of the change in value of the coins you hold over the last 24 hours, based on market prices. It does not include your USD balance, fees or tax, and it is not a statement of your profit.

22. SUPPORT AND COMPLAINTS

22.1 **Getting help.** Visitors can use the support page of the website, and members can write to us from Support in the dashboard. You can also write to **support@asmartbank.com** or call **+31 627 1348 35**.

22.2 **Making a complaint.** If you are not satisfied with the Services or with how we handled a matter, tell us in writing at **support@asmartbank.com** or through the support chat. Please give your username or member number, describe what happened and say what outcome you want.

22.3 **How we handle it.** We acknowledge your complaint and aim to answer all complaints within 15 Business Days. If we need more time, we will tell you why and when you will hear from us. We may ask for documents or for your help in checking what happened.

22.4 **If you are still not satisfied.** If you disagree with our final answer, you may have rights to take the matter to an out-of-court dispute body or to a court, as set out in Part 39. Using our complaints process does not remove those rights.

23. INSTRUCTIONS AND HOW WE ACT ON THEM

23.1 **Your instructions.** We act on the instructions that you give through the website, the mobile application and the interfaces we provide, after you have signed in with your credentials and completed two-factor authentication. We treat every such instruction as given by you.

23.2 **We may refuse or delay.** We may refuse, delay, or ask you to confirm an instruction, where we reasonably believe that: it is unclear, incomplete or not authorised by you; it would breach these Terms or the law; your Account is restricted; there is a risk of fraud or of an unauthorised act; or we cannot carry it out because of a fault, a lack of price or an event outside our control. Where we can, we will tell you why.

23.3 **Instructions given in chat.** We do not accept instructions to trade, to withdraw or to change your Saved Wallet through the chat or by email or telephone. An instruction sent that way is not valid, even if it appears to come from you.

23.4 **Unauthorised or wrong transactions.** Tell us at once if you see a transaction you did not make. We will look into it. Whether we owe you anything depends on how it happened and on Part 35; in particular, we are not responsible for a transaction made with your credentials before you told us they were compromised.

24. TRANSACTION LIMITS

24.1 **Limits we set.** We may set minimum and maximum amounts, and limits on the number or frequency of transactions, for deposits, withdrawals, Orders, Savings Plans and other actions. The limits in force at the date of these Terms are in Schedule A. We may apply different limits to different members, coins or Networks, and we may change them at any time for security, compliance or technical reasons.

24.2 **Larger amounts.** If you want to deposit or trade more than a limit allows, contact us before you try. We may ask for more information about you and about the source of your funds.

24.3 **Rate limits.** To protect the Services from abuse we also limit how fast requests can be made, for example sign-in attempts, registrations, chat messages and calls to our programming interfaces. A request over the limit is refused for a short time.

25. SUPPORTED COINS

25.1 **Which coins.** The Services work only with the coins shown in them. The coins that can be traded, deposited and withdrawn are not the same: a coin may be shown for viewing only, or tradeable but not depositable. Schedule B lists where deposits and withdrawals are possible.

25.2 **Adding and removing coins.** We may add a coin, and we may stop supporting a coin (or a Network) at any time, for example for a compliance, legal, security or liquidity reason, or because the coin has become unsafe or has lost its market. If we stop supporting a coin, we will, where we can, tell you in advance and give you a reasonable time to sell or withdraw it. If we cannot reasonably do that, or if you do not act in time, we may convert the coin into USD at a price that we determine fairly, and credit it to your Account.

25.3 **Coins are not endorsed.** That we make a coin available does not mean that we recommend it, that it is safe, that it has value, or that it will keep any particular value.

25.4 **Forks, airdrops and similar events.** A blockchain may split, change its rules or distribute new coins. We are not required to support such an event. We decide, case by case and on the basis of the information we have, whether and how to support it and whether and how to credit anything that results. We are not responsible for the effects of such an event on a coin you hold.

26. OUR ROLE AND CONFLICTS OF INTEREST

26.1 **We are your counterparty.** Because we trade with you as principal, our interests in an Order differ from yours: what we gain on a trade, through the Commission or otherwise, may be what you lose or pay. We may also trade coins for our own account, including at the same time as you, and we may hold positions in the coins we offer.

26.2 **Experts and staff.** Our experts and staff may hold coins, may have traded them before or after a message to you, and are paid by us, not by you. A message from an expert is not independent advice.

26.3 **How we manage conflicts.** We try to avoid unfair treatment: Orders are executed at the same Live Price rules for everyone, our staff are bound by confidentiality, and we keep records of the actions taken in our systems. We do not promise that every conflict can be avoided.

26.4 **Promotions.** We may offer a feature, a reward or a Membership that benefits us commercially, such as the referral programme or a paid Membership. We do so openly, and the terms are in this Agreement.

27. INFORMATION REQUESTS, SET-OFF AND HOLDS

27.1 **Information requests.** We may ask you at any time for information and documents that we need to provide the Services, to carry out our checks, or to respond to a court, a regulator or another authority. You must give them accurately and promptly. If you do not, we may restrict your Account.

27.2 **Set-off.** If you owe us an amount under the Agreement, for example because something was credited by mistake, because a fee is unpaid, or because a deposit or a payment was reversed or turned out to be unauthorised, we may take it from your Available Balance, from the proceeds of a sale of your coins, or from any amount that we owe you. We will tell you what we have done.

27.3 **Holds.** We may place a hold on all or part of your balance, your coins or a withdrawal, for as long as we reasonably need, where: the law or an authority requires or asks it; we are investigating a suspected breach, fraud, unauthorised use or crime; a dispute is open; or an amount may be owed to us. We will tell you where the law allows.

27.4 **Legal process.** We may obey an order or a request that we believe, in good faith, to be valid, from a court or an authority, including by freezing, handing over or reporting your assets or data. Unless the law forbids it, we will tell you.

28. PROHIBITED USE

28.1 **What you must not do.** You must not use the Services:

(a) for money laundering, the financing of terrorism, fraud, tax evasion, the evasion of sanctions or any other unlawful purpose;

(b) to open more than one Account, to use or let another person use an Account that is not theirs, or to hide who you are;

(c) to give us false, forged or misleading documents or information;

(d) to manipulate prices, to trade in a way that is meant to mislead, or to exploit a pricing error or a fault in the Services;

(e) to attack, overload, probe or damage our systems, to look for or use a weakness, or to use automated tools to avoid our limits and protections;

(f) to copy, scrape or resell our prices, content or interfaces in a way that we have not allowed;

(g) to send unlawful, abusive or misleading content, malware, or unsolicited bulk messages;

(h) to pretend to be ASmartBank, our staff or our experts, or to describe the Services in a way that is untrue;

(i) in a way that breaks the law of your country, or the rights of other people.

28.2 **Our remedies.** If we find or reasonably suspect that you have broken this Part, we may do any one or more of the following, without notice if the situation needs it: refuse or cancel Orders; hold funds while we investigate; correct or reverse transactions; suspend or close your Account; tell the authorities; and claim the loss and costs we suffer from you.

29. SUSPENSION, RESTRICTION AND TERMINATION BY US

29.1 **When we may act.** We may suspend, restrict or close your Account, or any of its features, and may refuse or delay any transaction:

(a) if we reasonably believe that you have broken, or are likely to break, these Terms or the law;

(b) if we suspect fraud, money laundering, unauthorised use or other crime, or a risk to the security of your Account or of the Services;

(c) if your identity or your information cannot be verified, or your documents appear false;

(d) if the law, a court or an authority requires or asks it;

(e) if you have not paid an amount that you owe us;

(f) if a technical, legal or commercial reason means that we can no longer provide the Services to you or to all members.

29.2 **What happens.** While an Account is suspended, you cannot sign in, and sessions on every device are ended. We will tell you why where the law allows and where it would not harm an investigation. We will lift the suspension when the reason no longer applies.

29.3 **Closing at our option.** We may also close your Account for any other reason by giving you at least 30 days' notice. We will then ask you to withdraw your assets. At the end of the notice period we may convert your remaining coins to USD at a fair price and pay your USD balance as set out in Part 30.

29.4 **Savings Plans and Memberships.** Savings Plans and Memberships are affected as set out in Part 17 and Part 18.

29.5 **What survives.** The parts of these Terms that by their nature should continue after your Account is closed, including Part 27, Part 35, Part 36 and Part 39, continue to apply.

30. CLOSING YOUR ACCOUNT

30.1 **Your right to close.** You can close your Account at any time by telling us in writing, through the support chat or by email. Before we close it, you must: withdraw or sell your coins and withdraw your USD balance, have no pending order or withdrawal, and have no Savings Plan that is still running (a Savings Plan runs until its Maturity Date).

30.2 **What we do.** We will check your request, and may need to verify that it comes from you. We may keep an Account open for the time we need to finish a transaction, complete a check or handle a dispute. When we close the Account we pay out what we owe you to a Saved Wallet or, if you have none, in the way we agree with you after the checks in Part 8, less what you owe us.

30.3 **Paid Memberships.** Closing your Account ends your Membership. We do not refund the part of a paid month that you have not used, except as Part 18 says.

30.4 **Keeping records.** We keep information about you after your Account is closed for as long as the law, our legitimate interests and the Privacy Policy allow.

31. TECHNOLOGY, AVAILABILITY AND THIRD PARTIES

31.1 **The Services as they are.** We work to keep the Services available and correct, but we provide them "as they are" and "as available". We do not promise that they will be uninterrupted, free of error, secure from every attack, or available at every moment. Maintenance, updates, faults and events outside our control can interrupt them.

31.2 **Third parties.** The Services depend on providers that we do not control, such as exchange price sources, blockchain networks, our payment provider (Stripe), email and translation providers, and hosting and security services. We are not responsible for what they do or fail to do, but we will take reasonable steps in choosing them.

31.3 **Blockchains.** A blockchain can be delayed, congested, forked, attacked or stopped. A transfer can take a long time or fail. We are not responsible for the way a blockchain works.

31.4 **Your equipment.** You are responsible for your own device, browser, internet connection and software, and for keeping them free of malware. We do not support every device or browser and we may stop supporting one.

31.5 **Mobile application and interfaces.** If you use our mobile application or our programming interfaces, these Terms apply to them as well. You must keep any access key or token secret. If you connect an interface to a tool, an automated program or an artificial-intelligence service that is not ours, you do so entirely at your own risk: we do not guarantee how such a tool works and we are not responsible for losses that result from orders it sends.

31.6 **Cookies and similar technologies.** We use a small number of essential cookies to keep you signed in and to protect forms and requests. We do not use cookies for advertising or tracking. You can learn more in the Privacy Policy and in the cookie notice.

32. YOUR PERSONAL DATA

32.1 **How we use it.** We process your personal data to open and run your Account, to provide the Services, to verify your identity, to prevent and detect financial crime, to keep the Services safe, to handle your requests and complaints, to communicate with you, and to meet our legal duties. The Privacy Policy explains what we collect, why, on what basis, how long we keep it, with whom we share it and what rights you have.

32.2 **Sharing.** We share data only with those who need it to provide the Services (for example hosting, payment, email and translation providers and our professional advisers), with authorities where the law requires it, and as the Privacy Policy describes. Messages that you write in a chat are sent to a translation service only as set out in Part 19. Card details are handled by Stripe, not by us.

32.3 **Your rights.** Depending on where you live, you may have rights over your data, such as to see it, to correct it, to delete it, to restrict or object to its use, and to receive a copy. Write to us at **support@asmartbank.com** to use them. Some data we must keep by law even if you ask us to delete it.

32.4 **Keep your data accurate.** Please tell us if your details change. We are not responsible for a loss that results from data that you gave us wrongly.

33. INTELLECTUAL PROPERTY AND USE OF THE SERVICES

33.1 **Ours.** The Services, including the website, the application, the software, the designs, the texts, the logos, the names ASmartBank and ASmartBank Digital Assets and our other trade marks, are ours or our licensors'. Nothing in the Agreement gives you ownership of any of them.

33.2 **Your licence.** While your Account is Active, we give you a limited, personal, non-exclusive, non-transferable and revocable licence to use the Services for your own lawful use in accordance with the Agreement. You may not copy, change, translate, sell, rent, reverse engineer or build a competing service from the Services, or remove any notice on them.

33.3 **Your content.** You keep the rights to what you send us (documents, messages and the like). You give us a licence, free of charge and for as long as needed, to store, copy, display, translate and use it to provide the Services, to protect us, and to meet our legal duties.

33.4 **Feedback.** If you give us ideas or suggestions, we may use them without paying you or crediting you.

33.5 **Third-party material.** Some content (for example prices, logos of coins, charts and market data) belongs to third parties and is shown under their terms. You may use it only as the Services allow.

34. YOUR STATEMENTS AND PROMISES

34.1 On the day you register and every day you use the Services, you state and promise to us that:

(a) all information and documents you give us are true, complete and not misleading, and you will keep them current;

(b) you have read and understood the Agreement and the Risk Warning, and you understand that cryptoassets are high-risk and that you may lose everything you put in;

(c) you are acting for yourself and not as the agent or nominee of anyone else, and you are the real owner of the money and the coins that you deposit;

(d) the money and the coins you put into the Services come from a lawful source and are not the proceeds of crime;

(e) you are not on a sanctions or similar list and will not use the Services for a person who is;

(f) you will pay all taxes that arise from your use of the Services;

(g) you make your own decisions and have not relied on us, our experts or any other person for advice about whether a transaction suits you;

(h) you will obey the law that applies to you, including the laws of the place where you live or are located.

35. OUR LIABILITY

35.1 **What we are responsible for.** We are responsible for foreseeable loss that you suffer as a direct result of our failure to perform our obligations under the Agreement with reasonable skill and care. Nothing in the Agreement limits or excludes liability that cannot be limited or excluded by law, including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that the law that applies to you does not allow us to exclude.

35.2 **What we are not responsible for.** To the extent the law allows, we are not responsible for:

(a) loss that results from a change in the price or value of a coin, or from a decision that you made to buy, sell, hold, swap, lock or withdraw;

(b) loss that results from your breach of the Agreement, your mistake (for example a wrong amount, coin, Network, TXID or Saved Wallet), or the use of your credentials by someone else before you told us;

(c) loss that results from an event outside our reasonable control, including a failure of a blockchain, a price source, a payment provider, the internet, the power supply or our hosting, an attack on any of them, a fork or a change of the rules of a coin, a change of law, an act of authority, a strike, a fire, a flood, a war or a pandemic;

(d) delays, interruptions or pauses of the Services, including a pause of trading when no fresh price is available;

(e) the content or the services of third parties that are linked to or used in the Services;

(f) loss of profit, of business, of opportunity, of goodwill or of data, and indirect or consequential loss, even if we were told it might happen.

35.3 **Cap.** To the extent the law allows, our total liability to you for all claims connected with the Services in any twelve months is limited to the greater of: the total fees you paid us in those twelve months, and the amount of the loss that we caused up to the value of the assets recorded in your Account at the time of the event.

35.4 **Consumers.** If you are a consumer, the law of your country may give you rights that these Terms cannot remove. This Part applies to the extent that it does not take those rights away.

36. YOUR INDEMNITY

36.1 To the extent the law allows, you will compensate us, our officers, employees and partners for any loss, claim, fine or cost (including reasonable legal fees) that we suffer because: you broke the Agreement or the law; you gave us false information; your use of the Services harmed or infringed the rights of another person; or a transaction that you made, or that was made with your credentials, was unlawful. We will tell you promptly of a claim and will reasonably help you to deal with it, at your cost.

37. NOTICES AND COMMUNICATION

37.1 **Notices from us.** We may give you a notice by email to the address in your Account, by a notice in your dashboard, by a message in the support chat, by a notice on the website, or by post to the address you gave us. A notice by email or in the dashboard is treated as received on the day we send it; a notice on the website, on the day we post it; a notice by post, on the fifth day after we send it.

37.2 **Notices from you.** A notice to us must be in writing and sent to **support@asmartbank.com** or to the postal address in Part 3. It is effective when we receive it. Notices of a claim or a legal process must also be sent by post.

37.3 **Keeping details current.** You must keep your email address and telephone number current, and check your email, spam folder and dashboard notifications regularly. We are not responsible if you miss a notice because your details were out of date or because you did not read it.

38. CHANGES TO THE TERMS AND THE SERVICES

38.1 **Changing the Terms.** We may change these Terms, including the fees and limits, for example to reflect a change in the law or in the way a regulator expects us to act, a change in technology or in the Services, a risk or a cost, or to correct an error or make them clearer. We will do our best to give you at least 30 days' notice of any change that is important or that makes the Agreement worse for you. A change to meet a legal duty, to add a feature, or to correct an error may apply at once.

38.2 **Your choice.** If you do not accept a change, you may close your Account before it takes effect, as set out in Part 30. If you keep using the Services after the change takes effect, we treat that as your acceptance of it.

38.3 **Version and date.** The version and the effective date of these Terms are shown on the first page. Earlier versions can be obtained on request.

38.4 **Changing the Services.** We may add, change, limit, pause or stop a feature or the whole of the Services. If a change is important we will, where we can, tell you in advance and give you the chance to withdraw your assets.

39. GOVERNING LAW AND DISPUTES

39.1 **Law.** The Agreement, and any dispute or claim that arises out of it or in connection with it (including a non-contractual dispute), are governed by the laws of Cyprus.

39.2 **First, talk to us.** Before you start any formal proceedings, please give us the chance to put it right by following Part 22. We will try in good faith to settle the dispute.

39.3 **Courts.** Subject to the next clause, the courts of Cyprus have exclusive jurisdiction over any dispute that arises out of or in connection with the Agreement.

39.4 **Consumers.** If you are a consumer, nothing in this Part takes away the rights that the law of the country where you live gives you, including a right to bring a claim in the courts of that country and the protection of the mandatory rules of its law.

39.5 **Time limit.** To the extent the law allows, a claim against us must be started within one year after the day the cause for it arose, unless the law that applies to you sets a longer period that cannot be shortened.

40. GENERAL

40.1 **Whole agreement.** The Agreement is the whole agreement between you and us about the Services and replaces everything said or written before about them.

40.2 **Severability.** If a court or an authority decides that a part of the Agreement is invalid or cannot be enforced, the rest remains in force, and the part will be replaced by a valid one that comes as close as possible to what was meant.

40.3 **No waiver.** If we do not enforce a right or are late in doing so, we have not given it up. A waiver is valid only if we give it in writing.

40.4 **Assignment.** You may not transfer your rights or duties under the Agreement. We may transfer ours to a company that takes over the Services or our business, and we will tell you. If the law requires your consent, we will ask for it.

40.5 **Third parties.** A person who is not a party to the Agreement has no right to enforce any part of it, other than the persons we say are protected by it, such as our officers and employees.

40.6 **Force majeure.** Neither of us is in breach of the Agreement for a delay or failure that is caused by an event outside its reasonable control, as long as it is trying to limit the effect and tells the other. This does not excuse a duty to pay.

40.7 **Relationship.** Nothing in the Agreement makes you our partner, agent, employee or joint venturer, or makes us yours. We have no duty to you as a trustee or adviser except where the law imposes one.

40.8 **Electronic form.** We may sign, store and exchange the Agreement and notices electronically. Your electronic acceptance, and our records of it, are valid evidence of the Agreement.

40.9 **Complete picture.** If you have a question about anything in these Terms, or you are not sure of what applies to you, please ask us before you use the Services.

Schedule A — Fees and limits

The fees and limits in force at the date of these Terms. Amounts are in USD.

Item	Amount or rule
Opening an Account	Free
Free membership	$0 a month
Deposits	No fee from us (the network fee of your own wallet is yours)
Buy, sell and swap Orders: Commission	0.7% of the value of the Order, shown before you confirm
Spread added to the Live Price	None
Withdrawals	0.07% of the amount withdrawn, shown before you submit (the network fee of the receiving side is not ours)
Savings plans	No fee; interest as in Schedule C
Paid memberships	Monthly prices in Schedule D
Largest single deposit request	$100,000
Smallest savings plan	$1,000
Smallest quantity of a coin that can be traded or withdrawn	0.00000001
Price tolerance between the price you saw and the price on the server	0.5%
A price older than this is not used for an Order	20 seconds
Failed sign-ins that block further attempts for 15 minutes	5 on one Account or 20 from one network
Activation emails you can ask for again	3 an hour for one Account

Item	Amount or rule
Referral reward	$10 once for each invited person whose first deposit of at least $50 is approved
Time we aim to answer a complaint	15 Business Days

Schedule B — Coins and Networks

Where deposits and withdrawals are possible. The lists can change as set out in Part 25. The current Deposit Address of each coin is shown only on the Deposit page.

Deposits

Coin	Network
Bitcoin (BTC)	Bitcoin
Ethereum (ETH)	Ethereum (ERC-20)
Tether (USDT)	Tron (TRC-20)

Withdrawals

Coin	Network
Tether (USDT)	Tron (TRC-20)
Tether (USDT)	Ethereum (ERC-20)
Bitcoin (BTC)	Bitcoin
Ethereum (ETH)	Ethereum (ERC-20)
BNB	BNB Smart Chain (BEP-20)
Solana (SOL)	Solana
Tron (TRX)	Tron
Ripple (XRP)	XRP Ledger
Dogecoin (DOGE)	Dogecoin
Litecoin (LTC)	Litecoin

Coin	Network
Cardano (ADA)	Cardano

Schedule C — Savings plan conditions

The conditions of every Savings Plan, and the Tiers. Rates are per month and are fixed for the whole plan when you open it.

1. **Who can open a plan.** To open a savings plan your account must be active, your identity verification (KYC) must be approved, and you must be at least 18 years old. A plan is paid for only from your available USD balance. The minimum is $1,000.
2. **Tiers and rates.** The amount you lock decides your tier, and every tier has its own interest rate per month, shown on the savings page. The rate that applies on the day you open the plan stays the same until that plan ends. We may change the tiers and rates for plans opened later, and such a change never affects a plan that is already running.
3. **The 12-month lock.** When you open a plan, the amount is locked for the full 12 months. During this time you cannot withdraw it, sell it, swap it, trade with it or transfer it, and you cannot close the plan early or ask for it back. This is the core condition of the plan: do not lock money that you may need before the maturity date.
4. **Interest.** Interest is worked out every month on the amount you locked (simple interest, it is not added to the amount that earns the next month's interest). The interest earned so far is shown on your savings page, but it is not paid out month by month and it cannot be withdrawn before the plan ends.
5. **Maturity and payout.** When the 12 months are over, your principal and all of the interest are added to your available balance together, automatically. From that moment you can use them like the rest of your balance.
6. **Risks and no guarantee.** The rates are fixed for the plan, but a savings plan is not a deposit protected by a government guarantee scheme. Our ability to pay depends on our own financial position and on the matters described in the risks and liability sections of these Terms. Read them before you open a plan.
7. **Suspension and special cases.** If we suspect fraud or misuse, or if the law or an authority requires it, we may suspend an account or a plan and hold the funds until the matter is settled. A plan cannot be transferred to another person.
8. **Accepting these terms.** Before every plan you confirm that you have read these terms and that you understand your funds are locked until the maturity date. A plan that has not been confirmed is not opened.

Tiers and monthly interest rates

Tier	Amount locked	Interest per month
Tier 1	$1,000 to $1,999	3.9%
Tier 2	$2,000 to $4,999	4.2%
Tier 3	$5,000 to $9,999	5%
Tier 4	$10,000 and above	6.5%

The term of every plan is 12 months. Interest is simple interest: 12 equal monthly amounts, with no compounding.

Schedule D — Membership plans

The monthly prices of the paid plans. Each plan runs for one month and renews as set out in Part 18.

Plan	Price per month (USD)
Free Member	$0
Silver Member	$75.00
Gold Member	$105.00
Business Trader	$135.00
Platinum VIP	$195.00

Schedule E — Contact details

How to reach us. We never ask for your password, a two-factor code, a backup code or the key or recovery phrase of a wallet.

Company	ASmartBank Digital Assets Europe Ltd
Address	3055 BJ Molenlaan, Rotterdam, Netherlands
Telephone	+31 627 1348 35
General questions and complaints	support@asmartbank.com
Large purchases	buy@asmartbank.com

Large sales	sale@asmartbank.com
Chat	Support in your dashboard (members)

Please note: funds in a savings plan cannot be withdrawn for 12 months.

END OF DOCUMENT · ASB-TCS-2026-V2 · EFFECTIVE 19 NOVEMBER 2026