

TERMS AND CONDITIONS OF THE FINAU VIRTUAL WALLET

1. The Terms and Conditions are an offer to enter into a license agreement on the right to use the Finau virtual wallet (hereinafter referred to as the Agreement). The Offer is addressed to an indefinite number of persons and obliges to enter into such an agreement with any person who meets the requirements of the Offer. The Offer is posted on behalf of LENDTOP COMPANY LIMITED, a resident of Vietnam, business registration code 0315264126, with registered address: Room 402, Ground Floor, 2nd Floor, and 4th Floor, 672A28 Phan Van Tri Street, Ward 10, Go Vap District, Ho Chi Minh City, Vietnam (hereinafter referred to as Finau or the Licensor).
2. The Acceptor is an individual who has full legal capacity and legal capacity in the manner established by the personal law of the Licensee. For questions regarding the conclusion of the Agreement with a legal entity, please contact us: info@finau.io
3. The Licensee is the acceptor who has accepted the Offer (by accepting the Offer, has entered into an Agreement with the Licensor) and has passed the verification procedure.
4. The Offer is an integral part of the Agreement.

5. Validity of the Offer

The offer is valid if:

- 5.1. The Licensee has full legal capacity and capacity to act in accordance with the procedure established by the personal law of the Licensee;
- 5.2. The Licensee must not be located in, or a resident, national, or entity established under the laws of any jurisdiction that is comprehensively sanctioned by the EU, USA, Great Britain or UN, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine;
- 5.3. The Licensee must not be currently on any list of prohibited or restricted persons maintained by the U.S. government (including the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List and Foreign Sanctions Evaders List and the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") Entity List), the United Nations Security Council, the United Kingdom government, the European Union or its member states, or any other relevant sanctions authority.

- 5.4. The Licensee is permitted to use the Product under the laws of his/her jurisdiction. For the avoidance of doubt, the Licensee may not use the Product if he/she is located in, or a citizen or resident of any state, country, territory or other jurisdiction where the Licensee's use of the Product would be illegal or otherwise violate any applicable laws.
- 5.5. The Licensee has fully read and unconditionally agrees to the terms of the following documents:
- 5.5.1. Privacy Policy: finau.io/privacy.pdf
- The documents listed in clause 5.5 of the Offer are its integral parts.
- 5.6. The Licensee has unconditionally and fully accepted the documents listed in paragraph 5.5 of the Offer.
- 5.7. Acceptance of the Offer, i.e. the Licensee's consent to conclude the Agreement and, accordingly, the conclusion of the Agreement, which includes the terms of this Offer, is by pressing the "CREATE A WALLET" button on the Licensors website or on the Licensee's mobile device after installing the mobile application and launching it. This action is an unambiguous expression of the Licensee's will, aimed at concluding the Agreement and is recognized by the Parties as due compliance with the written form of the Agreement.
- 5.8. The date of conclusion of the Agreement is the date of pressing the button "CREATE A WALLET" in accordance with paragraph 5.7 of the Offer.
- 5.9. The Agreement shall enter into force upon completion of the Licensee verification procedure.

6. Terms of the Agreement

The Parties enter into the Agreement in accordance with the Offer on the following terms:

- 6.1. Subject of the Agreement
- 6.1.1. The Licensors grants the Licensee the right to use the Finau virtual wallet (hereinafter referred to as the Product) through the Licensors website or through the Finau mobile application for their personal needs . Thus, the Licensors grants the Licensee a non-exclusive, non-transferable license with no right to sub-license (hereinafter referred to as the License).
- 6.1.2. The Product serves as a non-custodial digital wallet software intended for digital assets such as cryptocurrencies. This means that the Licensee has complete control over and responsibility for the assets stored in the Product and private keys, thereby

authorizing transactions from the Licensee's wallet address autonomously. Because the Product operates as a non-custodial wallet software, all associated activities and potential risks of loss are entirely under the Licensee's management at all times. By using the Product, the Licensee may:

- 6.1.2.1. Create a non-custodial crypto wallet (hereinafter referred to as a Crypto Wallet) in the blockchain network.
- 6.1.2.2. Get remote access to the Crypto Wallet for transactions with digital tokens (hereinafter referred to as tokens).
- 6.1.2.3. Connect to the Information Systems of the Licensor's partners (hereinafter referred to as the Partner) for the purpose of the Licensee carrying out transactions related to the purchase and sale of tokens, as well as for the exchange of tokens of one type for tokens of another type in the manner and under the conditions determined by a separate agreement that the Licensee concludes with the Partner.
- 6.1.2.4. Obtain information about the balance of the Cryptowallet, as well as about transactions with tokens carried out through the Crypto Wallet, and other information from the Licensor as well as from the Partner.
- 6.1.2.5. Complete the remote identification procedure in the Partner's information system.
- 6.1.2.6. Perform other actions that are permissible taking into account the functional capabilities of the Product and the provisions of the agreements concluded between the Licensee and the Partner.
- 6.2. Transactions, operations, and payments related to tokens are carried out by the Licensee within the framework of legal relations arising with the Partner (without the mediation of the Licensor), formalized by agreements concluded between the Licensee and the Partner.
- 6.3. The License is granted by the Licensor free of charge.
- 6.4. The Licensee's usage of the Product features and services underpins the Licensee's acceptance of the risks associated with digital asset management and transaction activities, including network variability, cybersecurity threats, and market volatility.

6.5. Rights and obligations of the Parties

6.5.1. The Licensor is obliged to:

- 6.5.1.1. Ensure the functioning of the Product both on the website and in the form of a mobile application, within the limits of available technical capabilities and resources.
- 6.5.1.2. Take all possible and necessary measures to ensure uninterrupted use of the Product by the Licensee.
- 6.5.1.3. Eliminate technical errors and interruptions in the operation of the Product in a timely and high-quality manner.
- 6.5.1.4. Take measures to prevent unauthorized access by third parties to the information provided to the Licensor by the Licensee.
- 6.5.1.5. Not to transfer information provided by the Licensee to third parties, except in cases of a request from competent authorities, drawn up in accordance with the legislation of Vietnam.
- 6.5.2. The Licensor has the right to:
 - 6.5.2.1. Unilaterally make changes to the Agreement.
 - 6.5.2.2. Suspend the Licensee's use of the Product in the event of:
 - A) replacement, repair, maintenance of equipment and (or) software that ensures the functioning of the Product: for a period of up to 24 hours—without prior notice to the Licensee, for a period of more than 24 hours—by posting a notice on the Licensor's website or another website of the Licensor, if the address has changed;
 - B) if the Licensor has reasonable grounds to believe that the Licensee's actions with the Product, including verification (authorization), are (were) performed not by the Licensee personally, but by a third party;
 - B) if the licensor has reasonable grounds to believe that the Licensee's actions with the Product are contrary to the law of Vietnam, the personal law of the Licensee-foreign person or the terms of the Agreement;
 - D) if the Licensor has established that the Licensee does not comply with the terms of the Offer, including the criteria that a party to the Agreement must comply with;
 - D) in cases established by agreements between the Licensee and the Partner; in other cases in accordance with the Agreement and the law of Vietnam.
 - E) if the Licensor has reasonable grounds to believe that the continued use of the Product by the Licensee may result in a material violation of the rights and legitimate interests of the Licensor, third parties, or the interests of Vietnam, even if such cases are not provided for by the Agreement.

6.2.2.3. Unilaterally refuse to perform the Agreement by sending a notice via the mobile application or to the email address specified by the Licensee upon registration in the Product or communicated to the Licensor in writing upon subsequent use of the Product.

6.2.2.4. Send the Licensee informational and/or advertising messages for the purposes and on the basis of the Personal Data Processing Policy. Such messages are sent to the email address specified by the Licensee upon registration in the Product or communicated to the Licensor in writing upon subsequent use of the Product.

6.2.3. The Licensee is obliged to:

6.2.3.1. Familiarize himself/herself with the text of the Agreement, as well as other documents posted on the Licensor's website.

6.2.3.2. Not to use the Product for carrying out business activities.

6.2.3.3. Not to use the Product under any circumstances for:

A) legalization of proceeds from crime;

B) financing terrorist activities;

B) financing the proliferation of weapons of mass destruction.

6.2.3.4. Not to transfer to third parties that data being verification (authorization) factors of the Licensee and (or) information about them. If the receipt of such data by third parties becomes an established fact, the Licensee shall immediately notify the Licensor about this by e-mail or through the Product capabilities.

6.2.3.5. To independently familiarize themselves with the content of the new version of the Agreement and other documents that are an integral part of the Agreement and posted on the Licensor's website, if the Licensor has made changes and (or) additions to them. The Licensee agrees that the Licensor is not obliged to notify the Licensee of the above changes and (or) additions in any form, and that the responsibility for monitoring and reading the current version of the Agreement rests with the Licensee.

6.2.4. The Licensee has the right to:

6.2.4.1. Use the Product for personal purposes, taking into account restrictions in accordance with the law of Vietnam, as well as the personal law of the Licensee—a foreign citizen or stateless person.

6.2.4.2. Stop or suspend use of the Product at any time.

6.2.4.3. Independently change the PIN code , which is used for verification and authentication purposes .

6.2.4.4. Opt out of informational and/or advertising mailings by sending a notification to this effect by email or through the Product.

6.2.4.5. Refuse to execute the Agreement in case of disagreement with its new version (changes, additions). Refusal is considered to be a termination of use of the Product with accompanying deletion of the Licensee's account.

7 LIABILITY

7.1. The parties shall be liable in accordance with the law of Vietnam.

7.2. The Licensee independently bears all risks associated with operations (transactions) through the Product.

7.3. The Licenser is not responsible for the theft and/or disclosure of confidential information, including through the use of malicious programs running on the Licensee's mobile device.

7.4. The Licensee is not responsible for the delivery by the mobile data operator of information and other messages of the Licensee that have legal significance.

7.5. The Licensee shall not be liable for any damages caused to the Licenser in connection with the use of the Product, including due to malfunctions and technical errors, with the exception of the culpable actions of the Licenser, confirmed by a law enforcement act that has entered into legal force.

8. Processing of personal data

7.1. The Licenser is the Data Processor of the Partner (Data Controller) for the purpose of collecting the personal data of the Licensee. The Licenser acts on behalf of and (or) in the interests of its Partners-Data Controllers.

9. INTELLECTUAL PROPERTY

9.1. Unless otherwise explicitly stated in these Terms, the Licensee is prohibited from: (a) reproducing, altering, adapting, or creating derivative works of any part of the Product; (b) leasing, distributing, selling, sublicensing, transferring, or enabling access to the Product; (c) using the Product for the benefit of any third party; (d) integrating the Product into any product or service the Licensee offers to a third party without the Licenser' prior written approval; ((f) performing reverse

engineering, disassembling, decompiling, translating, or seeking to extract or derive the source code, including images and texts, underlying concepts, algorithms, file formats, or non-public APIs to the Product, except as expressly permitted by law (after giving advance notice to the Licensor); (g) removing or obscuring any proprietary or other notices integrated into the Product; (h) using the Product for competitive analysis purposes or to develop competitive products.

11. LIMITATION OF LIABILITY

11.1. The Licensee acknowledges and accepts that the Licensor cannot control, nor is obligated to act regarding: (i) chances of hardware, software, and internet connectivity failures; (ii) the risk of malicious software being introduced or discovered in software underpinning the Product; (iv) the possibility of unauthorized third-party access to the Licensor's wallet information, including, but not limited to, the Licensor's wallet address, private key, and Secret Phrase; and (v) the risk of unknown vulnerabilities or unforeseen changes in the relevant blockchain networks.

11.2. The Licensee agrees to hold the Licensor harmless and release the Licensor from all liability relating to any losses, damages, or claims resulting from: (a) user errors such as forgotten passwords, misconstructed transactions, or mistyped addresses of the assets in the Crypto Wallets of the Licensee; (b) server failure or data loss; (c) unauthorized access to the Product; (d) bugs or other faults in the Product software; and (e) unsanctioned third-party activities, including, but not limited to the employ of viruses, phishing, brute forcing, or other potential attack vectors against the Product.

10. OTHER PROVISIONS

9.1. The provisions of the Agreement are governed by the law of the Vietnam. The Agreement shall enter into force from the moment of acceptance of the Offer by the Licensee.

9 .2. The contract is concluded for an indefinite period. It can be terminated by written agreement of the parties or by unilateral refusal to perform it.

9.3. The Licensor unilaterally makes changes to the terms of the Agreement and other related documents listed in the Agreement and the public offer. The Licensee is obliged to independently familiarize

themselves with the content of the new version of the documents. The Licensor is not responsible for the timeliness and completeness of the Licensee's familiarization with the terms of the Agreement and related documents in the new version.

9.4. Electronic messages, including messages by e-mail, through the Product, and other means and methods of communication that make it possible to determine the addressee and the sender, have the legal force of paper documents.