Banxa is not a bank / authorised deposit taking institution.
Crypto Assets are not FDIC-insured products and may lose value.

BANXA by OSL

Banxa – Customer Terms & Conditions

Part A General Terms

Effective Date: 10 March 2026

1 This Agreement

Welcome to Banxa. These General Terms and any Service Terms (collectively, **Agreement**) are a legal agreement between Banxa and you under which you can receive certain digital asset, cryptocurrency and payment related services that may be offered by Banxa and its affiliates (each, a **Service**). This Agreement describes the terms and conditions that apply to your use of the Services.

1.1 You agree to this Agreement

(a) By clicking on "I agree" (or a similar box or button) or registering to receive a Service, you agree to be bound by this Agreement.

(b) If you do not understand any of the terms in this Agreement, please contact us before using the Services. You may not access or use any Services unless you agree and comply with all terms and conditions in this Agreement.

(c) If you are a resident of Georgia, Minnesota, or Washington, USA where Banxa operates as "AXNAB," you also agree to be bound by AXNAB - Customer Terms & Conditions (available here: https://axnab.com/terms-of-use).

1.2 References to you and us in this Agreement

(a) In this Agreement:

(i) when we say "**you**", "**your**" or "**user**", we mean the person or entity that registered on the Banxa Platform to receive the Services; and

(ii) when we say "**Banxa**", "**we**", "**us**" or "**our**", we mean the Banxa entity that you are contracting with, which depends on where you are located, which is set out in the table in clause 19.

(b) Some Services may be provided by third party suppliers or our affiliates, which will be notified to you in the Service Terms applicable to that Service.

1.3 Other terms that apply to you

(a) When receiving a Service, you will generally be required to agree to additional **Service Terms** that apply to that Service. Such Service Terms will ordinarily be incorporated into this Agreement and to the extent of any inconsistency, the Service Terms prevail.

(b) Our privacy and cookies policy (available here: https://banxa.com/privacy-and-cookies-policy/) (**Privacy and Cookies Policy**) also apply to your use of the Services and are incorporated into this Agreement.

2 Banxa Platforms

You may receive the Services through any website (including the Banxa website at https://banxa.com/ (**Banxa Website**)), portal, software or mobile application operated by Banxa or its affiliates (each, a **Banxa Platform**). Your access and use of any Banxa Platform may be subject to additional terms and conditions, as notified to you from time to time.

3 Accounts

(a) When you register to access a Banxa Platform and use the Services, you may be required to create an account that is attributable to you and your interaction with the Services (**Account**).

(b) You may further be required to open an account with Banxa's third party service providers (**Service Providers**) to access relevant parts of the Services in accordance with this Agreement.

(c) You are not required to create an Account to use the Banxa Website. However, certain features of the Banxa Platforms (including the Services), may only be available if you create an Account.

(d) If you have previously received a Service that does not require an Account but subsequently register to use a Service that does require an Account, you acknowledge and agree that we can use any information previously provided by you to create your Account.

(e) We may, in our sole discretion, refuse to open an Account for you.

(f) Your access and use of Accounts will be subject to you providing security credentials, including a valid email address or phone number and a password. You must keep your security credentials private, and not disclose them to any other person. If you have lost or forgotten your password, you can request that we send an email containing a password reset link to your registered email address.

(g) Any access, use and/or (legal) act(ion)s made with(in) your Account are for your own risk and expense and will be attributed to you as the owner of the Account.

(h) You may request us to close your Account at any time by notifying us. Decisions to close your Account are within our reasonable discretion and we will notify you if your Account is subject to certain closure processes.

(i) We may suspend or close your Account, either temporarily or permanently, if you breach, or we reasonably believe you have breached, this Agreement.

4 Services

4.1 Services

(a) We may provide you with any of the Services in our sole and reasonable discretion and subject to applicable law.

(b) We may refuse to provide you with any Services (or part thereof) or impose limits on your use of the Services (including value and volume limits) at any time.

(c) In certain jurisdictions, we only offer services in conjunction with our partner financial institutions, which are referred to as Service Providers in this Agreement and subject to additional terms as provided below.

(d) Your use of the Services will be subject to additional Service Terms that apply to that Service.

4.2 Eligibility

By accessing and using any Services, you expressly represent and warrant that:

(a) if you are an individual, you are at least 18 years old;

(b) if you are a corporate entity, you are legally constituted in your jurisdiction;

(c) you have the legal capacity and authority to enter into this Agreement and comply with its terms;

(d) your use of the Services will not infringe any third party (proprietary) rights and/or (any obligations arising out of) any agreement between you and a third party and will not contravene any laws in your jurisdiction;

(e) Banxa will not contravene any laws in your jurisdiction by providing you the Services;

(f) you will use the Services only for yourself, and not on behalf of any third party;

(g) you will only use the Services in accordance with this Agreement and any applicable Service Terms;

(h) you have power of disposition and that no insolvency procedure applies to you;

(i) you are not included on any sanctions list;

(j) you are not a resident of a sanctioned country;

(k) you are not otherwise restricted from accessing or using the Banxa Platform due to any applicable law;

(l) you will inform us if you are or become a politically exposed person (**PEP**), a close associate to a PEP or a family member of a PEP;

(m) you understand that your use of the Services may be suspended at any time at our discretion for or where we suspect a breach of this Agreement or at the request of any government authority investigating a fraud or other suspicious activity;

(n) you understand and agree that Banxa is not a bank or an authorised deposit taking institution and that the provision of the Services do not involve any deposit taking activities;

(o) you understand and agree that Crypto Assets may lose value and are **not**:

(i) FDIC-insured products; and

(ii) within the scope of the jurisdiction of the UK Financial Ombudsman Service and are **not** subject to protection under the UK Financial Services Compensation Scheme; and

(p) you understand and agree that in the provision of the Services, Banxa does **not** under any circumstances provide wallets, host wallets or custody any Fiat or Crypto Assets for you.

4.3 Anti-money laundering, counter-terrorism financing and prevention of sanctions evasion

(a) As part of the global initiative to combat financial crimes, in particular money laundering, terrorism financing and sanctions evasion we have regulatory obligations under various anti-money laundering and counter-terrorism financing laws (**AML/CTF Laws**) as well as sanctions regulations, which vary depending on your location and Banxa contracting entity. This includes undertaking customer due diligence (**CDD**) processes, reporting of suspicious transactions and screening against sanctions lists.

(b) Prior to opening an Account or providing any Services to you, we may be required to complete certain regulatory requirements and will directly or on behalf of our Service Providers or partners undertake CDD processes which will include collecting and verifying identification and ownership information and documents provided by you. This may include personal information, including your full name, home address, phone number, email address, date of birth, country of residence, nationality, government issued identification, tax identification number, social security number (for US customers only), bank account information, a liveness video or photograph, the purpose of the transaction and the source of your funds (**KYC Documents**).

(c) You acknowledge and agree that we may use your KYC Documents to make enquiries with third parties that are necessary to verify your identity and to screen your identity against sanctions lists. You agree that we may disclose your KYC Documents (including any personal information) for this purpose.

(d) The nature and extent of the information we request may differ based on our risk assessment policy and the regulatory requirements that apply when opening an Account or providing the Services to you. In some instances, we may contact you to obtain additional information and/or KYC Documents, and we will not be able to process your order until the information requested is provided in a timely manner and to our satisfaction.

(e) You agree to provide all reasonable assistance to us in complying with our obligations under any regulatory requirements, the AML/CTF Laws and sanctions regulations. We may refuse to provide the Services to you and cancel your registration if you do not assist us in complying with any regulatory requirements, the AML/CTF Laws and sanctions regulations.

(f) You confirm that all information you provide to us is accurate and complete. You agree to notify us of any changes to any information you have provided.

(g) Our processes for collecting, storing and using your personal information is set out in our Privacy and Cookies Policy.

5 Fees

Your use of the Services will usually require payment of a fee to us. By accessing and using any of the Services you must pay any applicable fee set out in the Service Terms relevant to that Service.

6 Third Party Services

(a) Some Services may be available on and/or linked through to certain Service Providers, third party platforms, websites or applications (**Third Party Services**). Third Party Services are independent from the Services, and may have their own separate terms of use, privacy policy and related agreements, and we encourage you to read them. You acknowledge and agree that we are not responsible for the operation or performance of Third Party Services.

(b) We may use, share and transfer your personal information to the providers of the Third Party Services for the purpose of providing you with the Services or the improvement thereof, as well as to comply with AML/CTF Laws. You acknowledge and agree that we may provide KYC Documents about you to providers of Third Party Services.

(c) As necessary (in Banxa's sole discretion acting reasonably) and subject to:

(i) our compliance with all applicable laws and regulations;

(ii) our compliance with any applicable licences and registrations already held; and/or

(iii) us not being required to hold any applicable licenses and registrations when not already validly held in order to do so,

you appoint and authorise us and we agree to act as your agent and to exercise on your behalf all of your rights and powers with respect to our Service Providers and/or providers of Third Party Services in connection with the Services. For the avoidance of doubt, this may include holding, receiving and disbursing fiat and/or Crypto Assets on your behalf.

(d) You acknowledge and agree that not all of our Service Providers may be expressly identified in this Agreement.

7 Referral Websites

(a) Referrers may sometimes direct, refer or introduce you to Banxa or a Banxa Platform to receive the Services, including through links on the Referral Website or other communication. Referral Websites may have their own separate terms of use that are unrelated to Banxa and the Services.

(b) Unless we state otherwise, we:

(i) have not reviewed any Referrers or Referral Websites;

(ii) are not responsible for the accuracy of any content displayed on Referral Websites;

(iii) have no commercial or business relationship or affiliation with Referrers or Referral Websites and are not responsible for any products or services they may provide to you; and

(iv) have not consented to or approved of any Referrers and Referral Websites representing that they are affiliated with Banxa or its services.

(c) You acknowledge the statements in clause 7(b) and agree that we have no affiliation with Referrers and Referral Websites at all, and we are not liable to you or any other person for the terms, products, services,

arrangements, actions or omissions of Referrers or Referral Websites. Accessing Referral Websites is at your own risk.

(d) You acknowledge that Banxa may, subject to applicable law, receive commissions and other financial benefits from Referrers in relation to the Services provided to you. Banxa is entitled to retain such commissions and financial benefits. If you have been directed, referred or introduced to Banxa on behalf of a Referrer, that Referrer may also receive financial benefits including in the form of a commission or other payment from us.

8 Use of the Services

8.1 Prohibited Uses

(a) You must not use any Banxa Platform or the Services to engage in the following categories of activity:

(i) **Unlawful activity:** activity which would (in our opinion) contravene, or assist in the contravention of, any law, statute, ordinance, declaration or regulation, sanctions programs administered in the countries where Banxa conducts its business, or which would involve proceeds of any unlawful activity; publish or disseminate any unlawful material or information;

(ii) **Abusive activity:** actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to a Banxa Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to any Banxa Platform, accounts, computer systems or networks connected to any Banxa Platform, through password mining or any other means; use account information of another party to access or use the Services; or transfer your Account access or rights to your Account to a third party, unless by operation of law or with our express permission;

(iii) **Abuse other users:** interfere with another individual's or entity's access to or use of any Banxa Platform or Service; defame, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from any Banxa Platform about others, including without limitation email addresses, without proper consent;

(iv) **Fraud:** activity which operates to defraud Banxa, other users, or any other person; provide any false, inaccurate, or misleading information to Banxa;

(v) **Unlawful gambling:** lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance that are not sanctioned by a governmental body or regulatory authority;

(vi) **Intellectual property infringement:** engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder; use of Banxa's intellectual property, name, or logo, including use of Banxa's trade or service marks, without express consent from Banxa or in a manner that otherwise harms Banxa or the Banxa brand; any action that implies an untrue endorsement by or affiliation with Banxa; or

(vii) **Third party rights or agreement infringement:** engage in transactions involving act(ion)s and/or resulting in situations that infringe or violate any third party (proprietary) right under the law or (any obligations arising out of) any agreement between you and a third party,

(each, a **Prohibited Use**).

(b) The above specific types of use are representative, but not exhaustive, of Prohibited Uses.

(c) If you are unsure as to whether your use of any Banxa Platform or the Services involves a Prohibited Use, or have any questions about how these requirements apply to you, please contact us at support@banxa.com.

(d) By accessing or using any Banxa Platform or Service, you confirm that you will not use any Banxa Platform or Service for a Prohibited Use.

8.2 Prohibited Businesses

(a) The following categories of businesses, business practices, and sale items are barred from the Banxa Platforms and Services:

(i) **Investment and credit services:** securities brokers, mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes;

(ii) **Restricted financial services:** cheque cashing, bail bonds; collections agencies;

(iii) **Intellectual property or proprietary rights infringement:** sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorisation from the rights holder;

(iv) **Counterfeit or unauthorized goods:** unauthorised sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen;

(v) **Regulated products and services:** marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials;

(vi) **Drugs and drug paraphernalia:** sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs;

(vii) **Pseudo-pharmaceuticals:** pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body;

(viii) **Substances designed to mimic illegal drugs:** sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom);

(ix) **Adult content and services:** pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features;

(x) **Multi-level marketing:** pyramid schemes, network marketing, and referral marketing programs;

(xi) **Unfair, predatory or deceptive practices:** investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorisation or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; or

(xii) **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies,

(each, a **Prohibited Business**).

(b) The above specific types of business are representative, but not exhaustive, of Prohibited Businesses.

(c) If you are unsure as to whether your business is a Prohibited Business or have any questions about how these requirements apply to you, please contact us at support@banxa.com.

(d) By accessing or using any Banxa Platform or Service, you confirm that you will not use any Banxa Platform or Service in connection with a Prohibited Business.

9 Payment Methods

(a) We may support various methods through which you can make payments to us through the Services (**Payment Methods**), which will be notified to you from time to time.

(b) Supported Payment Methods will generally depend on your location and currency denomination.

(c) Your use of each Payment Method will be subject to additional terms and conditions, including by your Payment Method issuer. We are not responsible for the operation of any Payment Methods and have no liability to you in respect of any Payment Method.

(d) The availability of a Payment Method depends on numerous factors (including any limitations imposed by third party payment processors and financial institutions). We are not liable to you for the unavailability of any Payment Method.

(e) We may choose to remove Payment Methods supported through the Services from time to time with no liability to you.

(f) If you are making a payment to us through a bank or wire transfer, you agree and represent that:

(i) you are doing so from a bank account in your name and not in the name of a third party;

(ii) the name on the bank account will match the name on the KYC Documents you provide to us; and

(iii) you will not make any chargebacks, or deny or reverse any payments that you have made.

(g) If you are making a payment to us through a scheme credit or debit card you agree that we will not be liable for any unauthorised use by any third party of such card, irrespective of whether the card was reported as stolen.

(h) In some circumstances, your use of a credit card to receive Services may be characterised as a cash advance. In such circumstances, issuers will impose cash advance fees or higher interest rates. If you are concerned that a transaction may be characterised as a cash advance, you must check with your card issuer before making any transactions in respect of the Services.

10 Communications

10.1 Electronic Delivery of Communications

(a) This Agreement (including the Service Terms) and any other agreements you have with us may be provided electronically. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (**Communications**) that we provide in connection with your use of the Services. We will provide these Communications to you by posting them on our website, emailing them to you at the email address you provided, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

(b) Except as otherwise set out in this Agreement, written notices to us must be sent to support@banxa.com.

10.2 Withdrawal of Your Consent

(a) You may withdraw your consent to receive Communications electronically by following the unsubscribe instructions in the email/SMS or contacting us at privacy@banxa.com and requesting to opt out.

(b) Please note that even if you unsubscribe from our marketing mailing list, we may continue to send you Service-related updates and notifications or respond to your enquiries or complaints, and similar communications.

11 Indemnification and limitation of liability

In this clause 11, we use the term “Banxa” to refer to us, Banxa Holdings, Inc, our ultimate parent, and our affiliates, and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under the common control with.

11.1 Indemnification

(a) You indemnify and hold Banxa, us, our affiliates, and each of their officers, directors and employees harmless from any claim or loss (including legal fees), arising out of or in connection with:

(i) your breach of this Agreement, the Service Terms or any other agreement between you and Banxa;

(ii) your breach of any law;

(iii) your breach of any right of a third party;

(iv) any act or omission of a person you authorise to access your Account or Services; or

(v) subject to applicable law, any act or omission of a person not authorised to access your Account or Services as a result of your negligence.

(b) Your liability under this clause 11 will be proportionally reduced to the extent that Banxa has proven to have caused or contributed to the relevant claim or loss, or where Banxa has proven to have failed to take reasonable steps to mitigate the relevant claim or loss.

11.2 Limitation of liability

(a) Banxa's liability is limited to the Services it provides to you. To the maximum extent (and subject to our liability under any Consumer Guarantee), and to the extent that Banxa's liability is not otherwise limited by this part or any other term of this Agreement, in no event will Banxa be liable for Consequential Loss (whether the claim is in relation to loss or damage arising under statute, in contract or in tort (including negligence) or otherwise) arising out of or in connection with:

(i) any Banxa Platform;

(ii) any of the Services; or

(iii) this Agreement and the Service Terms.

(b) To the maximum extent permitted by law (and subject to our liability under any Consumer Guarantee that may apply), in no event will Banxa be liable to you for any loss or damage of any kind (including Consequential Loss) arising out of or in connection with:

(i) your use of, or your inability to use, any Banxa Platform or any of the Services;

(ii) delays or disruptions in the Banxa Platforms or any of the Services;

(iii) viruses or other malicious software obtained by accessing any Banxa Platform or any of the Services or any website or service linked to any Banxa Platform or the Services;

(iv) glitches, bugs, errors, or inaccuracies of any kind in the Banxa Platforms or any of the Services or in the information and graphics obtained from them;

(v) the content, actions, or inactions of third parties;

(vi) a suspension or other action taken with respect to your Account or your access to the Services; or

(vii) your need to modify your practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to this Agreement or Service Terms.

(c) To the extent our liability is not otherwise limited by this part, and to the maximum extent permitted by law, Banxa is not liable for Consequential Loss.

(d) To the maximum extent permitted by law, our liability for any breach or non-compliance with a Consumer Guarantee is limited to doing one or more of the following (at our election):

(i) in the case of goods, to their replacement, the supply of equivalent goods, their repair, or payment of the cost of doing any of those things; or

(ii) in the case of services, to resupplying the services or payment of the cost of their supply.

(e) You agree that any instructions you provide to us through your use of the Services are your responsibility and must be accurate, correct and complete in all respects. We are not liable for any loss or claim arising from our actions or inactions in accordance with your instructions.

12 Disclaimer of warranty

(a) Subject to the operation of any Consumer Guarantee, any other law in relation to the goods and services provided under this Agreement and the Service Terms, or any other express warranty or representation we make in this Agreement:

(i) the Services are provided "as is" and no condition or warranty in relation to any good or services supplied by us is to be implied in this Agreement or the Service Terms, including any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement; and

(ii) we do not guarantee continuous, uninterrupted or secure access to any part of the Banxa Platforms and Services, and our operation of the Banxa Platforms and Services may be interfered with by numerous factors outside of our control.

(b) Although we strive to provide you with accurate and timely information on any Banxa Platform, the content may not always be correct, complete or current and may include technical inaccuracies or typographical errors. As such, you should verify all content and information contained on a Banxa Platform before relying on it. In an effort to provide you with as complete and as precise information as possible, information may be changed or updated from time to time, without notice to you.

13 Intellectual property rights

13.1 Trademarks

(a) All trademarks, trade names, service marks and logos related to the Services and Banxa Platforms are either trademarks or registered trademarks owned by us, our affiliates or licensors. You must not copy, imitate, modify or use them without our prior written consent.

(b) In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Banxa. You must not copy, imitate, modify or use them without our prior written consent.

(c) You may use HTML logos provided by us for the purpose of directing web traffic to the Banxa Platforms or Services. You must not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterises Banxa or the Services or display them in any manner that implies Banxa sponsorship or endorsement.

(d) All right, title and interest in and to the Banxa Platforms, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from the foregoing is the exclusive property of Banxa, its affiliates and its licensors.

13.2 Licence grants

(a) If you are using a Banxa Platform that incorporates software and you have downloaded or otherwise accessed it through a web or mobile platform, then Banxa grants you a revocable, non-exclusive, non-sublicensable, non-transferrable, royalty-free limited licence to access and use the Banxa Platform in accordance with the documentation accompanying such software. You must not rent, lease or otherwise transfer your rights in the Banxa Platform to a third party.

(b) You must comply with the implementation, access and use requirements contained in all documentation accompanying the Banxa Platform. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, Banxa and third parties.

(c) While we may have:

(i) integrated certain third-party materials and technology into any Banxa Platform, including its software; or

(ii) accessed and used certain third-party materials and technology to facilitate providing you with the Banxa Platform and Services,

you have not been granted and do not otherwise retain any rights in or to any such third-party materials.

(d) You must not modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third-party materials or technology, or otherwise create any derivative works from any of the software or third-party materials or technology existing in a Banxa Platform.

(e) You acknowledge that all rights, title and interest to Banxa Platforms are owned by Banxa and any third-party materials integrated therein are owned by the Service Providers. Any other third-party software application you use on a Banxa Platform is subject to the licence you agreed to with the third party that provides you with this software. You acknowledge that Banxa does not own, control or have any responsibility or liability for any such third-party software application you elect to use on any of our websites, software or in connection with the Banxa Platform or Services.

14 Privacy

(a) In using any Banxa Platforms and Services, you may give us personal information. By using the Banxa Platform and Services, you grant us consent to collect, store, use and disclose such personal information in accordance with our Privacy and Cookies Policy (see here https://banxa.com/privacy-and-cookies-policy/).

(b) You are not required to provide us with your personal information, but if you do not we may be unable to provide you with some or all of our services (including the Services).

(c) Our Privacy and Cookies Policy explains:

(i) how we store and use, and how you may access and correct your personal information;

(ii) how you can lodge a complaint regarding the handling of your personal information; and

(iii) how we will handle any complaint.

(d) You may update any personal information you have given us at any time.

15 Complaints and disputes

(a) We are committed to providing a high standard of service. If you have any feedback, questions, or are dissatisfied with any Service you have received and wish to submit a complaint, please do so via email to privacy@banxa.com. Please provide us with the following details in order for us to be able to process your complaint expeditiously:

(i) your name, email address, and any other information that we may need to identify you;

(ii) a clear description of your complaint;

(iii) details of what you would like us to do to resolve your complaint; and

(iv) any other relevant information and correspondence.

(b) We aim to:

(i) acknowledge receipt of all complaints within five (5) Business Days; and

(ii) subject to the laws in your jurisdiction, resolve all complains within forty-five (45) days, although this may not be possible in all circumstances.

(c) In the event of a dispute arising in relation to the Agreement, the parties must first try to resolve such dispute by contacting the other party directly. We may consider use of alternative forms of dispute resolution, such as binding arbitration or non-binding arbitration at a location of our choosing.

16 Termination

16.1 Termination by us

We may suspend the Services and/or terminate this Agreement at any time in our reasonable discretion, including where:

(a) we are required to do so by law, regulation, competent court order, or other competent authority;

(b) we reasonably believe that we need to do so in order to protect our interests;

(c) we consider that you are in breach of the provisions contained in this Agreement, the Service Terms or applicable law or regulation or in conflict with our compliance policies;

(d) we reasonably suspect illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise) is occurring in respect of your use of the Services;

(e) any of our Service Providers deny providing the Services;

(f) a force majeure event, including operational and technical errors occurs; and

(g) upon our request, you have failed to provide us with information, or the information provided does not meet our legal requirements.

16.2 Termination by you

You may suspend your use of the Services and terminate this Agreement at any time by:

(a) discontinuing your use of the Services or your access to a Banxa Platform;

(b) requesting us to close your Account (if applicable); and

(c) paying any outstanding fees that are owed to us.

17 General

17.1 Changes to this Agreement

(a) We may amend, modify, update and change any of the terms and conditions contained in this Agreement and any Service Terms in our reasonable discretion from time to time.

(b) We will notify you of any amendment, modification, update and change by publishing a new version of the Agreement or Service Terms on the Banxa Website or by email.

(c) We will endeavour to give you at least ten (10) Business Days' prior notice (or longer if required by any relevant law) of any change that is likely to materially affect or disrupt the manner in which you use a Banxa Platform or any Service, except in circumstances where such a change is due to a change by a third party provider assisting in the operation of a Banxa Platform or Service and we were not aware of the change in advance. In these circumstances we will endeavour to notify you in a reasonable time period after becoming aware of the change.

(d) Any subsequent access, viewing or use of a Banxa Platform or Service will constitute your acceptance of any new or modified terms.

(e) An extract from our records serves as full proof vis-à-vis you, unless you provide proof to the contrary. We are not required to keep our administration for longer than the statutory retention periods.

17.2 Change of control

In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from you, including any personal information, as part of such merger, acquisition, sale, or other change of control.

17.3 Subcontracting

We may subcontract (including to any of our affiliates) the whole or any part of our obligations under this Agreement or any Service Terms without your prior written consent.

17.4 Taxes

It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the applicable tax authorities.

17.5 Assignment

We may assign, novate or otherwise transfer our rights and obligations or our legal relationship with you, either in whole or in part, under this Agreement or any Service Terms. To the extent permissible by law, you agree in advance to such assignment, novation or transfer. Your rights and obligations are personal to you, and therefore non-assignable.

17.6 Invalidity

(a) If a provision of this Agreement or the Service Terms or a right or remedy of a party under this Agreement or the Service Terms is invalid or unenforceable in a particular jurisdiction:

(i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and

(ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

(b) This clause is not limited by any other provision of this Agreement or the Service Terms in relation to severability, prohibition or enforceability.

17.7 Survival of indemnities

Each indemnity contained in this Agreement is an additional, separate and independent obligation and no one indemnity limits the generality of another indemnity.

17.8 Severability

Any term of this Agreement or the Service Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement or the Service Terms is not affected.

17.9 Force Majeure

We will not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment or software, other catastrophe or any other occurrence which is beyond our reasonable control and will not affect the validity and enforceability of any remaining provisions.

17.10 Enforcement of our rights

We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

17.11 Survival

All provisions contained in this Agreement, which by their nature extend beyond the expiration or termination of this Agreement, will continue to be binding and operate after the termination or expiration of this Agreement.

17.12 EU Internet Ventures B.V.

EU Internet Ventures B.V. (**EUIV**) is listed in the Autoriteit Financiële Markten (**AFM**) public register as a Crypto Asset Service Provider under number 41000017. AFM supervises EUIV's compliance with Market in Crypto Assets Regulations.

17.13 Governing law and jurisdiction of the court

This Agreement and any Service Terms (if applicable), as well as any dispute or claim arising out of, or in connection therewith, and its subject matter and formation (including non-contractual disputes or claims) are exclusively governed by, and construed in accordance with, the laws of the 'governing law and venue' as applicable in clause 19. The courts of the 'governing law and venue' as applicable in clause 19 will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement and any Service Terms (if applicable) or its subject matter or formation (including non-contractual disputes or claims).

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18 Definitions and interpretation

18.1 Definitions

The following definitions and the definitions in Part B apply in this Agreement:

Account has the meaning given to that term in clause 3.

AML/CTF Laws has the meaning given to that term in clause 4.3(a).

Banxa Platform has the meaning given to that term in clause 2.

Banxa Website has the meaning given to that term in clause 2.

Business Day means the day that banks are open for business in your jurisdiction.

Communications has the meaning given to that term in clause 10.1(a).

Consequential Loss means any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

Consumer Guarantee means any right you may have under consumer protection laws against providers of goods or services.

General Terms means these general terms governing your use of the Services.

KYC Documents has the meaning given to that term in clause 4.3(b).

PEP has the meaning given to that term in clause 4.2(k).

Privacy and Cookies Policy means Banxa's privacy and cookies policy available here: https://banxa.com/privacy-and-cookies-policy/.

Referral Website means the Referrer's website or application.

Referrer means third party website or application operators.

Service Provider has the meaning given to that term in clause 3(b).

Service Terms means any terms and conditions under which we may provide you with Services.

Services means any services provided by Banxa and its affiliates.

Third Party Services has the meaning given to that term in clause 6(a).

18.2 Interpretation

In this Agreement the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Agreement;

(vi) this Agreement includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this Agreement are payable in Australian dollars;

(g) an agreement on the part of two or more persons binds them jointly and each of them severally;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this Agreement, the relevant time of day is:

(k) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(l) for any other purpose under this Agreement, the time of day in the place where the party required to perform an obligation is located;

(m) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(n) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this Agreement, it is to be calculated exclusive of that day, or the day of that act or event.

19 Which Banxa entity you are contracting with and the law that applies to this Agreement

(a) Our contracting entities are listed in the table below along with the law and venue that apply in any dispute between you and us:

Where you reside	Services and/or Payment Method	Banxa entity you are contracting	Banxa entity contact information	Governing law and venue
Default – Anywhere unless expressly identified elsewhere in this table	All	EU Internet Ventures B.V.	Nieuwezijds Voorburgwal 162, 1012 SJ Amsterdam, Netherlands privacy@banxa.com	Amsterdam, Netherlands
Argentina	Bank / Wire	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Australia	All	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Brazil	PIX	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Canada	All	Richmond Internet Ventures Corporation	2200-885 West Georgia Street, Vancouver BC V6C 3E8, Canada privacy@banxa.com	British Columbia, Canada
Chile	Bank / Wire – Khiphu	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Colombia	Bank / Wire – Pagos Seguros en Línea (PSE)	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Mexico	Bank / Wire	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Netherlands	All	EU Internet Ventures B.V.	Nieuwezijds Voorburgwal 162, 1012 SJ Amsterdam, Netherlands privacy@banxa.com	Amsterdam, Netherlands

Where you reside	Services and/or Payment Method	Banxa entity you are contracting	Banxa entity contact information	Governing law and venue
Peru	Bank / Wire	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
South Africa	Bank / Wire	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
Thailand	Bank / Wire – PromptPay – Thai QR	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
United Kingdom	All	BNXA UK VASP Limited	Cannon Place, 78 Cannon Street, London, England, EC4N 6AF privacy@banxa.com	English, England and Wales
United States of America	ACH	EU Internet Ventures B.V.	Nieuwezijds Voorburgwal 162, 1012 SJ Amsterdam, Netherlands privacy@banxa.com	Amsterdam, Netherlands
United States of America	Wire	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia
United States of America	Card	EU Internet Ventures B.V. or BNXA USA MTL Inc. (as specified on your invoice)	Nieuwezijds Voorburgwal 162, 1012 SJ Amsterdam, Netherlands privacy@banxa.com Office 16, Suite 600, 1 East Liberty Street, Reno NV 89501, USA privacy@banxa.com	Amsterdam, Netherlands Nevada, U.S.A.
Vietnam	Bank / Wire	Global Internet Ventures Pty Ltd	Forum Workspace BANXA, Level 2, 65 Dover St, Cremorne VIC 3121, Australia privacy@banxa.com	Victoria, Australia

(b) You acknowledge that while the principal entity you contract with under this Agreement is the entity determined in accordance with clause 19(a), in some circumstances we may subcontract some or all of our obligations to an affiliate entity (in accordance with clause 17.3) by reference to your fiat currency denomination or transaction type.

20 Country Conditions

Despite anything in these General Terms, if you are a resident or located in any of the following countries, the following additional terms and conditions are incorporated into this Agreement and any Service Terms and govern your use of the Services (**Country Conditions**).

Australia	For Australian customers using PayID, we partner with Zai Australia Pty Ltd (formerly Assembly Payments Platform Pty Ltd) (**Zai**) (https://www.hellozai.com/) to collect and process payments. By using the Services and one of the payment methods above, you agree to the terms of Zai's end user agreement.
United Kingdom	For all United Kingdom customers, you agree to be bound by the Arbitration Agreement below. This is an agreement to arbitrate which requires that all disputes between you and us shall be resolved by binding and final arbitration conducted in accordance with the London Court of International Arbitration Rules (**LCIA Rules**). The Arbitration Agreement below also contains a class action waiver. Please read this agreement carefully. **Arbitration Agreement** (a) Any dispute arising out of or in connection with this Agreement and any Service Terms, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. (b) The number of arbitrators shall be one. (c) The seat, or legal place, of arbitration shall be London. (d) The language to be used in the arbitral proceedings shall be English. (e) The governing law of the Agreement and the Service Terms shall be the substantive law of England and Wales. The parties recognise that in agreeing to having disputes resolved by arbitral proceedings, the procedural rules of court or other tribunals will not apply, including rules that relate to collective redress.
United States of America	For all United States of America customers, you may be required, if applicable, to agree to our Service Providers' terms. This may include: (a) Banxa receives banking services from Cross River Bank (Member FDIC). FDIC insurance would only cover services provided to Banxa in the event of bank failure. (b) Zero Hash LLC (NMLS ID# 1699379) (**Zero Hash**) (https://zerohash.com), who is registered with FinCEN and a licensed money transmitter, to process and settle your orders and transactions where applicable. By using the Services, you agree to the terms of Zero Hash's services agreement. (c) Bridge Ventures LLC (MSB Registration Number: 31000293464589) (**Bridge**) (https://bridge.xyz), who is registered with FinCEN and a licensed money transmitter, to process and settle your orders and transactions where applicable. Where applicable and necessary, by using the Services, you may be required to agree to Bridge's terms. (d) Circle Internet Financial LLC (NMLS ID# 1201441) (**Circle**) (https://www.circle.com/en/), who is registered with FinCEN and a licensed money transmitter, to (where applicable) process and settle your orders and transactions. By using the Services, you agree to: (i) Circle's privacy policy, available at https://www.circle.com/en/legal/privacy-policy; and (ii) Circle's terms and conditions, available at https://www.circle.com/en/legal/usdc-terms and/or https://www.circle.com/en/legal/user-agreement. You acknowledge and agree that Banxa and/or our Service Providers may process personal data, including sensitive and biometric data, in relation to you. Please review our Privacy and Cookies Policy for more information on how we collect and process personal information relating to the use of our Services. For all United States customers, you agree to be bound by the Arbitration Agreement below. This is an agreement to arbitrate which requires, with limited exceptions, that all disputes between you and us must be resolved by binding and final arbitration. The Arbitration Agreement below also contains a class action and jury trial waiver. Please read this agreement carefully. **Arbitration Agreement** (a) **Applicability of Arbitration Agreement** Subject to the terms of this Arbitration Agreement, you and Banxa agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any Communications you receive, any products sold or distributed through the Services, Banxa Website, Banxa Platforms or this Agreement and prior versions of the Agreement, including claims and disputes that arose between us before the effective date of the Agreement (each, a **Dispute**) will be resolved by binding arbitration, rather than in court, except that:

(i) you and Banxa may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and

(ii) you or Banxa may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

For the purposes of this Arbitration Agreement, **Dispute** will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of the Agreement.

(b) **Waiver of Jury Trial**

You and Banxa hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and Banxa are instead electing that all Disputes must be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection (a) (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(c) **Waiver of Class and Other Non-Individualized Relief**

You and Banxa agree that, except as specified in subsection (h) (Modification), each of us may bring claims against the other only on an individual basis and not on a class, representative, or collective basis, and the parties hereby waive all rights to have any dispute be brought, heard, administered, resolved, or arbitrated on a class, collective, representative, or mass action basis. Only individual relief is available, and Disputes of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Banxa agree that that particular claim or request for relief (and only that particular claim or request for relief) will be severed from the arbitration and may be litigated in the state or federal courts located in the State of Nevada. All other Disputes must be arbitrated or litigated in small claims court. This subsection does not prevent you or Banxa from participating in a class-wide settlement of claims.

(d) **Rules and Forum**

(i) The Agreement evidences a transaction involving interstate commerce and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. You and Banxa agree that either party will have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (**AAA**), in accordance with the Consumer Arbitration Rules (**AAA Rules**) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at https://www.adr.org/sites/default/files/Consumer%20Rules.pdf

(ii) A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the **Request**). If you initiate the arbitration, you must provide Banxa a copy of your Request by email at legal@banxa.com or through Banxa's registered agent for service of process. The Request must include:

A. the name, telephone number, mailing address, email address of the party seeking arbitration, and the email addresses associated with the applicable Banxa Account(s);

B. a statement of the legal claims being asserted and the factual bases of those claims;

C. a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; and

D. evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

(iii) If the party requesting arbitration is represented by counsel, the Request must also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that the:

A. Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution;

B. claims, defences and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and

C. factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

(iv) Unless you and Banxa otherwise agree, the arbitration will be conducted in the county where you reside. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

(v) You and Banxa agree that all materials and documents exchanged during the arbitration proceedings must be kept confidential and must not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

(e) **Arbitrator**
The arbitrator will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

(f) **Authority of Arbitrator**
The arbitrator will have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator must abide by the limitation of liability provision of this Agreement in clause 11.2.

(g) **Attorneys' Fees and Costs**
The parties will bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Banxa need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action will have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

(h) **Modification**
Notwithstanding any provision in this Agreement to the contrary, we agree that if Banxa makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

Part B Service Terms

Service A Crypto Asset Buy and Sell Services – Exchange Terms

These Exchange Terms apply to users of the Banxa Crypto Asset Buy and Sell Services and are incorporated by reference into the Banxa General Terms. The Crypto Asset Buy and Sell Services is a Service for the purposes of the Banxa General Terms. In the event of any inconsistency between these Exchange Terms and the Banxa General Terms, these terms will prevail to the extent of the inconsistency.

1 Risk disclosure and legal status of Crypto Assets

(a) The buying and selling of Crypto Assets involve significant risks. You should never trade more than you can afford to lose. Prices are highly volatile, and you may increase or lose value in your assets at any time.

(b) There is no legal entity that controls and regulates Crypto Assets. Crypto Assets rely on decentralised blockchain technology to safeguard assets and its movements. Crypto Asset transactions are irreversible. You should carefully check transaction instructions before initiating any Crypto Asset transaction. In the event of a crisis, there is no entity that will protect the Crypto Asset market to minimise your losses.

(c) Crypto Assets expose you to operational risks, including, for example, where you may suffer losses due to failure of hardware, software and internet connections.

(d) You should carefully assess your financial situation, risk appetite, relevant experience and knowledge before you decide to purchase any Crypto Asset. You should also seek advice from an independent and suitably licensed advisor.

(e) The legal status of Crypto Assets remains uncertain in many countries and jurisdictions around the world. Crypto Assets may be legally prohibited in certain countries or jurisdictions, or be subject to specific restrictions and limitations with which you are solely responsible for complying at your own risk and expense. We take no position on the legal status of any Crypto Assets.

(f) It is your responsibility to undertake your own investigations and enquiries and satisfy yourself of the legal status of the Crypto Asset. You acknowledge and agree that your use of Crypto Assets is at your own risk.

(g) We will only support the Crypto Assets we determine from time to time (in our absolute discretion). However, it is your responsibility to ensure that you do not use any Crypto Assets that are regulated or financial products in your jurisdiction. We will not support regulated or financial products in any form.

(h) NFTs exist only by virtue of the ownership record maintained in the applicable blockchain network and/or distributed ledger. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within such blockchain network and/or distributed ledger. We do not guarantee that we can effect the transfer of title or right in any NFTs or other digital assets, or that any associated payment will be successful.

2 Buy or Sell Crypto Assets

2.1 The Service

(a) The Service enables you to:

(i) buy Crypto Assets using supported fiat currency (**Fiat**) or other Crypto Assets (**Purchase**); and

(ii) sell Crypto Assets to receive Fiat or other Crypto Assets (**Sale**),

(**Crypto Asset Buy and Sell Services**).

(b) **Transactions** comprise Purchases and Sales. Transactions are subject to the following terms and conditions and the representations and warranties made by you at clause 4.2 of Part A.

2.2 Nominated Wallet Address and Nominated Payment Account

Before we provide you with the Crypto Asset Buy and Sell Services, you must provide us with details of your nominated:

(a) Crypto Asset Wallet Address that supports the relevant Crypto Asset of the Transaction (**Nominated Wallet Address**); and

(b) bank account or other relevant payment type that supports Fiat (**Nominated Payment Account**).

2.3 Transaction process

(a) Before you can undertake a Purchase or Sale, you must first submit a Purchase order (**Purchase Order**) or Sale order (**Sale Order**) (each, an **Order**) to us or our Service Provider through a Banxa Platform.

(b) We may, from time to time, display certain Purchase or Sale rates or prices on a Banxa Platform. Before you confirm your Purchase Order or Sale Order, a bid or ask quote for the price of the Order will be displayed. The bid or ask price quote to buy or sell may be different from the aggregated historical market price displayed in the price chart. Any price displayed is for informational purposes only unless provided in the Order. We obtain price data from one or more Service Providers.

(c) Once we receive your Order, we will display:

(i) for Purchases, a spot exchange rate for Fiat to the Crypto Asset (plus any fees) (**Purchase Price**); or

(ii) for Sales, a spot exchange rate for Crypto Asset to Fiat (plus any fees) (**Sale Price**),

the Purchase Price and Sale Price are each, and together, the **Price**.

(d) We may vary the Price or cancel any Order that is not confirmed by you within five (5) seconds of us displaying the Price.

(e) The final price is the locked-in Price which appears on the Banxa Platform at the time you execute an Order (**Final Price**). By clicking the 'Create Order' button or similar, you are executing your Order (**Execution**) and authorising us to process the transaction at the Final Price.

(f) To guarantee the Final Price, you must immediately send us proof of payment. Failing to do this as soon as possible will mean that we are unable to guarantee you the Final Price. Until then, any Order by you will be considered as pending and incomplete (see clauses 2.4 – 2.8).

(g) We may, at any time, cancel or deny processing any Order, with immediate effect, for any reason, including where we:

(i) are required to do so by law;

(ii) reasonably believe that we need to do so in order to protect our interests; or

(iii) reasonably suspect the order or transaction involves illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise).

2.4 Execution

(a) Until Execution:

(i) any Order by you will be considered as pending and not completed; and

(ii) the order is final and binding on you, and we will process the Order (subject to the completion of CDD procedures to our satisfaction) in accordance with the instructions we receive from you.

(b) In some cases, we may contact you to obtain additional KYC Documents in attempts to avoid declining a Transaction or Order. We are unable to guarantee the Final Price if you do not respond immediately and we reserve the right to reprice a new Final Price in instances where there is undue delay.

(c) If we cannot complete your Transaction or Order for any reason (such as price movement, market latency or order size), we will reject the Order and notify you of such rejection. You will not be charged for a rejected Order.

2.5 Delivery

(a) After Execution, you must immediately:

(i) for Purchases, pay us the Purchase Price by providing us with the relevant Fiat and/or Crypto Assets amount for the Transaction; or

(ii) for Sales, pay us the Sale Price by providing us with the relevant Crypto Assets for the Transaction,

in each case to the account or wallet we notify to you.

(b) You represent and warrant that any Fiat or Crypto Asset provided by you are sourced from legal origins that you own or otherwise have full legal authority to deal with and are not doing so on behalf of any third party.

(c) Upon Execution, we will either directly, or via our Service Provider, as soon as reasonably practicable:

(i) for Purchases, deliver the Crypto Asset to your Nominated Wallet Address; or

(ii) for Sales, deliver the relevant Fiat to your Nominated Payment Account.

Following delivery of the Crypto Asset to your Nominated Wallet Address, you may use or otherwise deal with the Crypto Asset without further involvement from us as we do not retain any interest or legal right to the Crypto Asset delivered to you.

(d) We will also provide you, either on the Banxa Platform or via email, a transaction confirmation, detailing the Final Price and other particulars of the Transaction.

(e) Any payments of Fiat to you will generally be completed within one (1) Business Day, however this will vary depending on your location and your financial institution.

(f) Crypto Asset transfers are subject to the block processing times of the applicable network supporting the relevant Crypto Asset, which vary and cannot be accurately estimated. However, Crypto Asset transfers have historically completed within one (1) day. The timing may depend on factors outside of Banxa's control including the block processing timelines on the underlying blockchain protocol associated with the Crypto Asset.

(g) To the extent permitted by law, we will not be liable to you or any other party for any loss, cost, damage, expense, fees, charges or liability suffered or incurred in relation to using the Crypto Asset Buy and Sell Services including:

(i) any delayed or failed Crypto Asset transfer due to congestion on any blockchain protocol / distributed ledger or any other circumstances beyond our reasonable control;

(ii) you transferring any Crypto Asset to the wrong account address or an account address other than an address provided by us in relation to the relevant Transaction;

(iii) us transferring any Crypto Asset to the wrong account address as a result of you providing us with the wrong account address details to which we will transfer Crypto Asset for a Transaction;

(iv) loss of any Crypto Asset as a result of you nominating a smart contract Wallet Address or attempting to transfer a Crypto Asset from a smart contract Wallet Address;

(v) any fluctuations in the market price of any Crypto Asset used in relation to the Crypto Asset Buy and Sell Services;

(vi) any circumstances that are beyond our control to complete a Fiat payment; and

(vii) you entering incorrect details in any of your instructions to us.

2.6 Buying and Selling Crypto Assets from us or our Service Providers

(a) You acknowledge and agree that we may, to eligible customers, allow you to purchase directly from us as principal, the quantity of Crypto Asset indicated in your Order. Subject to applicable law, the agreement with our Service Providers and this Agreement, we will sell to you or buy from you as principal the Crypto Asset and credit or transfer the relevant Transaction amount to your Nominated Wallet Address or Nominated Payment Account.

(b) When you initiate a Purchase Order through the Services, you expressly authorize us to initiate a debit entry to your Nominated Payment Account for the amount listed in the Order, which will include our transaction fees and any other fees as set forth in these Exchange Terms. You are required to maintain an adequate balance in your Nominated Payment Account to cover the fees associated with any Crypto Asset you purchase. Subject to the requirements set forth in this Agreement and as otherwise communicated by us to you, upon Execution, we will sell you such Crypto Asset from our reserves, transfer immediately or as soon as reasonably practicable, such quantity of Crypto Assets to your Nominated Wallet Address, and debit your Nominated Payment Account for the applicable Transaction amount.

(c) When you place a Sale Order through the Services, you are requesting to sell, directly to Banxa or as necessary to comply with applicable law, our Service Providers, the type and/or quantity of Crypto Asset indicated on your Order at the then-applicable Crypto Asset sell-price listed on the Services and on your Order. Subject to the requirements set forth in this Agreement and as otherwise communicated by us to you, upon Execution, we will buy type and/or amount of Crypto Asset from you, deduct such type and/or quantity of Crypto Asset from your Nominated Wallet Address, and credit your Nominated Payment Account for the applicable Transaction amount.

(d) We may facilitate transactions with you using our Service Providers that may correlate to transactions entered into with you.

2.7 Supported Crypto Assets and Fiat

(a) We may vary the Crypto Assets and Fiat that we support in connection with the Crypto Asset Buy and Sell Services from time to time.

(b) Banxa supporting a Crypto Asset or Fiat at one point in time does not guarantee the ongoing support of that Crypto Asset or Fiat in the future.

(c) You acknowledge and agree that we may remove support for any Crypto Asset or Fiat from the Banxa Platform and Crypto Asset Buy and Sell Services without any notification to or consultation with you and you have no recourse to Banxa in relation to such removal.

2.8 Miscellaneous

(a) You acknowledge and agree that in the provision of the Services, subject to applicable law Banxa does not purport to owe any fiduciary obligations to you and the provisions of this Agreement should be interpreted with this premise and intention of the parties.

(b) **Purchase:** Subject to applicable law, you acknowledge and agree that in the provision of the Services, when you undertake or seek to undertake a Purchase:

(i) you do **not** obtain any legal or beneficial interest in the relevant Crypto Asset being purchased by you until **after**:

(A) Execution;

(B) you have satisfied your obligations under clause 2.5(a)(i); and

(C) the Crypto Asset has departed the sending wallet enroute to your Nominated Wallet Address. For more detail, see clause 4.2(p) of Part A and clauses 2.8(a) and 3(a).

(ii) on Execution you immediately transfer all of your legal and beneficial interest in the relevant Fiat or Crypto Asset used or purported to be used to undertake the Purchase.

(c) **Sale:** Subject to applicable law, you understand and agree that in the provision of the Services, when you undertake or seek to undertake a Sale:

(i) you do **not** obtain any legal or beneficial interest in the relevant Fiat or Crypto Asset being purchased by you until **after**:

(A) Execution;

(B) you have satisfied your obligations under clause 2.5(a)(ii); and

(C) the Fiat has departed the sending account enroute to your Nominated Payment Account and/or the Crypto Asset used as payment has departed the sending wallet enroute to your Nominated Wallet Address. For more detail, see clause 4.2(p) of Part A and clauses 2.8(a) and 3(a).

(ii) on Execution you immediately transfer all of your legal and beneficial interest in the relevant Crypto Asset used or purported to be used to undertake the Sale.

(d) You acknowledge and agree that Banxa has no rights or control in respect of the Nominated Wallet Address or the Nominated Payment Account.

(e) Subject to applicable law, you acknowledge and agree that:

(i) Banxa's obligation to you in relation to the Services immediately ceases, in a:

(A) Purchase scenario, once the relevant Crypto Asset has departed the sending wallet enroute to your Nominated Wallet Address (regardless of whether the Crypto Asset is received into your Nominated Wallet Address). For more detail, see clauses 1 and 3; and

(B) Sell scenario, once the relevant Fiat has departed the sending account enroute to your Nominated Payment Account (regardless of whether the Fiat is received into your Nominated Payment Account) and/or the relevant Crypto Asset has departed the sending wallet enroute to your Nominated Wallet Address (regardless of whether the Crypto Asset is received into your Nominated Wallet Address). For more detail, see clauses 1 and 3.

(ii) your obligation to Banxa in relation to the Transaction immediately ceases, in a Purchase or Sell scenario, only once Banxa (or, as applicable, its affiliate and/or our Service Providers) actually receives the relevant Fiat or Crypto Asset used as payment.

2.9 Additional NFT Disclaimers

(a) For NFTs transactions, you bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs you purchase. Notwithstanding indicators and messages that suggest verification, Banxa makes no claims about the identity, legitimacy, or authenticity of NFTs.

(b) While we may facilitate the ability to sell, re-sale, buy, transfer, withdraw, or otherwise engage in transactions involving the purchase, sale, or other transfer of a NFT, this functionality is provided without any guarantees of uptime, functionality, or serviceability associated with the NFTs.

(c) Banxa is not responsible for repairing, supporting, replacing or maintaining any website, NFT marketplace, or network hosting any artwork, digital content, or other associated image or information connected or otherwise linked to the NFT (**Associated Content**). Banxa does not have an obligation to maintain any connection or link between NFTs and the Associated Content. The Associated Content may be removed from the NFT at any time and for any reason by third parties who control the Associated Content. Banxa is not responsible for any losses due to any Associated Content being disconnected or otherwise amended.

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3 Wallet Addresses

(a) We do not provide Wallet Addresses, host wallets, or act as a custodian of Crypto Assets. It is your responsibility to obtain and maintain your own Wallet Address that supports the relevant Crypto Asset before accessing the Crypto Asset Buy and Sell Services.

(b) We have no visibility over who owns a Wallet Address. You represent and warrant that your Nominated Wallet Address is exclusively owned by you and is under your sole and absolute control for the purpose of executing a transaction. Any access, use and/or (legal) act(ion)s is made with(in) your Nominated Wallet

Address are for your own risk and expense and will be attributed to you as the owner of the Nominated Wallet Address.

(c) You agree and represent that you will check and verify the Nominated Wallet Address (or the Wallet Address, if auto-populated for example by a third party exchange that your wallet is on) prior to submitting it to us when making a Purchase Order, and that we are not responsible for ensuring that the Nominated Wallet Address you provide to us is correct, and that we are not liable for or in connection with delivery of the Crypto Asset to the Nominated Wallet Address.

(d) You acknowledge that once we have sent Crypto Asset to your Nominated Wallet Address this action is irreversible without the consent and active participation from the person that actually controls the Nominated Wallet Address.

(e) You acknowledge that if your Nominated Wallet Address is an account held with a Service Provider or other third party, then that third party's terms of use govern how and when a Crypto Asset will be transferred to your Nominated Wallet Address. We are not liable if such third party decides, for any reason, to delay, reverse, reject, cancel, suspend or otherwise prevent a Crypto Asset from being transferred to you.

4 Payment terms

(a) We may, in our sole discretion, not Execute a Purchase if it is made:

(i) to a beneficiary other than that specified in the payment instructions presented to you in a Purchase Order; or

(ii) by a different person (i.e., a person that is not you and who did not create the Purchase Order).

(b) Once you have submitted a Purchase or Sale Order, it is not possible to change, withdraw, reverse, modify, or cancel your Order. If you have insufficient funds in your Nominated Payment Account or Nominated Wallet Address (as relevant) to fulfill the Order, the Transaction will not be completed. Neither Banxa nor its affiliates or Service Providers guarantee that any Order that you place will be filled.

(c) You agree that, whenever you execute a Purchase Order, you are solely responsible for providing accurate instructions for identifying the Nominated Wallet Address, and Banxa, its affiliates, and our Service Providers are not responsible for any loss or delay incurred with respect to any Crypto Asset transfer executed in accordance with your instructions. Banxa or its Service Providers may delay or prevent a Crypto Asset transfer if Banxa or its Service Providers perceive a risk of illegal activity, fraud, or other violation of the Agreement. Banxa or its Service Providers may also cancel any pending Order as required by law or in response to a subpoena, court order, or government order.

5 Cancellations and refunds

5.1 Cancellation

You acknowledge and agree that any Order or Transaction that is marked as 'executed' or 'completed' cannot be cancelled, changed or reversed.

5.2 Unsuccessful payments

(a) If your Payment Method is declined, whether due to insufficient funds or deemed unsuccessful for any other reason, we may:

(i) cancel the Transaction;

(ii) fulfil a portion of the Transaction; or

(iii) debit alternative Payment Methods provided by you, in the amount necessary to complete a pending Transaction.

(b) If any fees apply on failed payment attempts in the course of executing your Sale Order, and such failure is reasonably attributed to an error by you, such fees will be deducted from either:

(i) the amount of Fiat that is transferred to you if the Sale Order is subsequently executed; or

(ii) the amount of Crypto Asset that is returned to you if the Sale Order is declined and the Crypto Asset is returned.

5.3 Refund policy

Subject to applicable law, we do not provide any refunds on 'executed' or 'completed' Transactions.

5.4 Certain fees not capable of refunding

You acknowledge and agree that fees incurred via third parties (e.g. your bank, for certain transfers such as wire transfers; or our service providers, for example for certain processing fees) may not capable of being refunded, either in whole or in part, by us in the case of a cancellation or refund under this clause 5.

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6 Definitions

Capitalised terms not otherwise defined in these Exchange Terms have the meaning given in the General Terms. The following definitions apply in these Exchange Terms:

Associated Content has the meaning given to that term in clause 2.8(c).

Canadian Securities Legislation means the securities and derivatives statutes, regulations, rules, national and multilateral instruments, staff notices and policies in effect from time to time, in each province or territory of Canada.

Crypto Asset means the Cryptocurrency and NFTs that we support in connection with the Crypto Asset Buy and Sell Services (as amended from time to time).

Crypto Asset Buy and Sell Services has the meaning given to that term in clause 2.1(a).

Cryptocurrency means cryptographic, blockchain and distributed ledger-based tokens. The term Cryptocurrency does not include NFTs.

Exchange Terms means these terms and conditions that govern the provision of the Crypto Asset Buy and Sell Services to you.

Execution has the meaning given to that term in clause 2.3(e).

Fiat means the fiat currency that we support in connection with the Crypto Asset Buy and Sell Services, as amended from time to time.

Final Price has the meaning given to that term in clause 2.3(e).

NFT means a non-fungible cryptographic token (i.e., a unique, transferrable electronic record on a blockchain network and/or distributed ledger). NFTs are intangible digital assets. The term NFT does not include Cryptocurrency.

Nominated Payment Account has the meaning given to that term in clause 2.2(b).

Nominated Wallet Address has the meaning given to that term in clause 2.2(a).

Order means a Sale Order or Purchase Order (as relevant). See clause 2.3.

Price means the Purchase Price or Sale Price (as relevant).

Purchase has the meaning given to that term in clause 2.1(a)(i).

Purchase Order has the meaning given to that term in clause 2.3(a).

Sale has meaning given to that term in clause 2.1(a)(ii).

Sale Order has the meaning given to that term in clause 2.3(a).

Transaction means a Purchase or Sale (as relevant).

Wallet Address means an identifier of alphanumeric characters which represents the destination where the Crypto Asset is delivered and held.

7 Country Conditions

Despite anything in these Exchange Terms, if you are a resident or located in any of the following countries, the following additional terms and conditions are incorporated into this Agreement, any Service Terms and govern your use of the Services (**Country Conditions**).

All	**DISCLOSURES** In addition to the disclosures set out in the Exchange Terms, you acknowledge that buying, selling or holding Crypto Assets are risky, Crypto Assets may be subject to extreme price volatility and that Crypto Assets are may not be recognised as legal tender in your jurisdiction. You acknowledge and warrant that you understand the risks associated with Crypto Asset transactions.
Australia	**DISCLOSURES** (a) In some jurisdictions (including Australia) some Crypto Assets may be considered securities or other financial products. We do not support any Crypto Assets which we become aware are financial products in Australia and we will immediately cease supporting any Crypto Assets which may trigger licensing or disclosure obligations. By using the Crypto Asset Buy and Sell Services, you represent and warrant that any Crypto Asset which you purchase or sell is not a financial product for the purposes of the *Corporations Act 2001* (Cth) (**Corporations Act**) and you disclaim all rights or remedies in relation to any licensing or disclosure obligations that may become applicable to us under the Corporations Act. (b) Global Internet Ventures Pty Ltd is enrolled and registered with the Australian Transaction Reports and Analysis Centre as a digital currency exchange provider and has obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (**AML/CTF Act**). By using the Crypto Asset Buy and Sell Services, you agree to assist us to comply with any obligations under the AML/CTF Act. (c) You acknowledge that we do not hold an Australian financial services licence or an Australian market licence and we do not purport to provide any services that would trigger the requirement for us to hold such licences. All text, images, audio recordings, video recordings, and other information and content, including but not limited to, market, exchange or trading information, tools, indicators, and materials (**Materials**) hosted or made available on or through a Banxa Platform is provided for general information purposes only and without any regard whatsoever to the personal circumstances of any person. Materials hosted or made available through a Banxa Platform does not constitute financial product advice or an offer, solicitation, recommendation or invitation to buy, sell or deal in any way with any Crypto Asset or any financial product (as defined under the Corporations Act). All statements, representations, estimations, projections or forecasts made through a Banxa Platform by any other person does not represent our opinion or have our endorsement. Before taking any action, you must undertake your own investigations and enquiries, and seek independent legal, accounting, tax, financial, business, technical and other professional advice from an appropriately qualified professional adviser.
Canada	**DISCLOSURES** (a) In some jurisdictions (including Canada) some Crypto Assets may be considered securities or derivatives. We do not support any Crypto Assets which we become aware are considered securities or derivatives in Canada, and we will immediately cease supporting any Crypto Assets in Canada which may trigger registration, licensing, or disclosure obligations. By using the Crypto Asset Buy and Sell Services, you represent and warrant to us that any Crypto Asset which you purchase or sell is not a security or derivative under any Canadian Securities Legislation, and you disclaim all rights or remedies in relation to any registration, licensing, or disclosure obligations that may become applicable to us under any such Canadian Securities Legislation. (b) Richmond Internet Ventures Corporation is enrolled and registered with both Revenu Quebec and the Financial Transactions and Reports Analysis Center of Canada (FINTRAC) as a 'Money Services Business' and has obligations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (**PCMLTFA**). By using the Crypto Asset Buy and Sell Services, you agree to assist us to comply with all obligations under the PCMLTFA. (c) You acknowledge that we are not registered as a dealer under any Canadian Securities Legislation, and we do not purport to provide any services that would trigger the requirement for us become so registered. All text, images, audio recordings, video recordings, and other information and content, including but not limited to, market, exchange or trading information, tools, indicators, and materials (**Materials**) hosted or made available on or through a Banxa Platform is provided for general information purposes only and without any regard whatsoever to the personal circumstances of any

	person. Materials hosted or made available through a Banxa Platform does not constitute an offer, solicitation, recommendation or invitation to buy, sell or deal in any way with any Crypto Asset. All statements, representations, estimations, projections or forecasts made through a Banxa Platform by any other person does not represent our opinion or have our endorsement. Before taking any action on a Banxa Platform, you must undertake your own investigations and enquiries, and seek independent legal, accounting, tax, financial, business, technical and other professional advice from an appropriately qualified professional adviser.

Service B Additional Services

Not Applicable.