

Terms of Use

Last update: 25 May, 2026

These Terms of Use ("hereinafter referred to as the "Terms") set forth the terms for Your use of the Application and other services ("hereinafter referred to as the "Services") in accordance with the Terms. The Terms provided hereinafter apply to all Services provided by Us, as set out in Clause 2.2., except as expressly stated otherwise. The Services may include different models of crypto-asset storage and transaction execution, including custodial arrangements and On-Chain Wallet Services, which differ in how blockchain addresses and transaction execution are managed.

Please, read these Terms carefully before using the Services. By accessing or using the Services, You agree to comply with these Terms and other policies and notices, including any future changes. If You do not agree to these Terms of Use and other connected policies and notices, do not use the Services

You certify that You are an authorized representative of the legal entity or an individual over the age of 18 and are authorized to enter into this Agreement. The Services are intended solely for use by individuals over the age of 18 or by legal entities. The use of the Services by minors is prohibited, and We are not responsible for any consequences resulting from the use of the Services by minors.

We caution You about the inherent risks of Crypto-Assets trading, including significant price volatility, market uncertainty, and the potential for financial loss. You are strongly encouraged to assess Your own risk tolerance, seek independent advice if necessary, and exercise prudence when engaging in trading or related activities.

We implement different types of programs, for example: referral programs, bonus programs, and other community activities. We leave the right to change the conditions of these programs at any time and without prior notice.

These Terms are intended to comply with all applicable laws, regulations, regulatory requirements, and supervisory standards governing the provision of the Services, as in force from time to time and as applicable to the entities enabling the provision of the Services as set out in point 1.1. of the Terms. By entering into this agreement, You agree to act in compliance with and be legally bound by all such applicable laws and regulations.

1. List of terms

- 1.1 For the purposes of these Terms, MIKEPAY INC. (a company registered in Republic of Panama, company code 155764322), its affiliated entities, and other partners (hereinafter referred to as the "We"/"Us", "Our") are the entities that provide services outlined in these Terms through the Application. The Services are provided in accordance with the laws and regulations applicable to the entities referenced above, in the jurisdiction of their incorporation, as amended or replaced from time to time.
- 1.2 The term "Application" is used when referring to the application, platform, services, or specific functionality provided by the Us. The website is <https://trustee.io/>

- 1.3 Crypto-assets refer to digital representations of value or rights that are transferable and storable electronically using distributed ledger technology (DLT) or similar mechanisms.
- 1.4 User Account refers to a personal or corporate account registered by You to access Services.
- 1.5 Anti-Money Laundering (AML) Policy refers to rules and procedures established and maintained in accordance with the Company's internal compliance framework and globally recognized compliance standards. Such measures are designed to prevent, detect, and mitigate money laundering, terrorist financing, and other illicit activities in connection with crypto-asset transactions.
- 1.6 User (You) - a natural person or legal entity, which uses the Services.
- 1.7 Funds means banknotes and coins, scriptural money, or electronic money as defined in point (2) of Article 2 of Directive 2009/110/EC.
- 1.8 Onboarding procedure - the process by which You register a User Account involving the collection, authentication, verification, and validation of personal and other data as required by law. This procedure is conducted in compliance with Our internal compliance framework and globally applicable compliance standards, that set out the anti-money laundering (AML) and counter-terrorist financing (CTF) requirements and customer due diligence (CDD) standards. You may be required to provide additional documentation or undergo enhanced verification measures to ensure full compliance with regulatory and platform obligations.
- 1.9 On-Chain Wallet Service refers to a functionality made available through the Application under which You are assigned a unique blockchain address, and transactions related to such address are recorded on the applicable distributed ledger. Certain cryptographic components, security mechanisms, or transaction coordination processes may be provided, operated, or supported by Us or Our partners.
- 1.10 Services refers to the activities and functions provided by Us.

2. Services

- 2.1. We provide our Services through the Application.
- 2.2. The Services provided including without limitation:
 - 2.2.1. Providing hosted wallet service as a means to access, store, and manage crypto-assets;
 - 2.2.2. Depositing, transferring and withdrawing of crypto-assets;
 - 2.2.3. Exchanging crypto-assets for funds and vice versa;
 - 2.2.4. Exchanging crypto-assets for other crypto-assets;
 - 2.2.5. Any other services involving crypto-assets offered through the Application.
 - 2.2.6. On-Chain Wallet Services

The On-Chain Wallet Service enables You to interact with crypto-assets directly on supported blockchain networks through the Application. As part of this Service, We provide You with the ability to:

- 2.2.6.1. be assigned one or more blockchain addresses associated with Your Account;
- 2.2.6.2. initiate blockchain transactions, including transfers of supported crypto-assets, subject to network rules and applicable fees;
- 2.2.6.3. access technical features designed to enhance security, transaction integrity, and usability.

The On-Chain Wallet Service is intended to enable You to independently initiate and authorize blockchain transactions through the Application. As a result, the outcomes of such transactions depend on the instructions You provide and the actions You authorize at the time of execution.

We do not provide guarantees regarding transaction confirmation times, network availability, or blockchain performance, as these depend on the underlying distributed ledger networks.

- 2.3. The Payment Card service is provided by WIREX Limited, a company incorporated and registered in England with company number 09334596 whose registered office is at 9th Floor, 107 Cheapside, London EC2V 6DN, United Kingdom, and/or its affiliated entities (hereinafter - Wirex) , as specified in Wirex's applicable terms, conditions, and disclosures.
 - 2.3.1. In order to enable the provision and operation of the Payment Card service, funds designated by You for use with the Payment Card are made available to Wirex. By requesting and using the Payment Card service, You expressly acknowledge and agree that Wirex is granted access to the On - chain wallet balance associated with your account to the extent necessary to provide, operate, authorize, and settle transactions conducted using the Payment Card, in accordance with Wirex's applicable terms. Such access is limited to the purposes of delivering the Payment Card service and does not, in itself, alter Your underlying rights in the funds except as required for the proper functioning of the Payment Card service.
 - 2.3.2. The access to and use of the Payment Card service may be subject to fees, charges, or other costs imposed in connection with the provision or operation of the service. Where applicable, You will be informed of such fees within the Application prior to their deduction, and continued use of the Payment Card service following such notification shall constitute your acceptance of the applicable fees.
- 2.4. You acknowledge and agree that Services may be provided in compliance with applicable law, engaging MIKEPAY INC., affiliated entities, and other partners. By using the Services, You consent that Your Personal data is collected and processed within Our group of affiliated entities and that Your Personal data is shared and/or transferred to Our affiliated entities or other partners if needed to fulfill service requirements, comply with legal obligations, or support legitimate business purposes.

- 2.5. Subject to Applicable Laws, We reserve the right to suspend, restrict, or terminate Your access to any or all of our Services and to suspend, restrict, or deactivate Your User Account, including without limitation:
- 2.5.1. where it is Our reasonable opinion that We are required to do so by Applicable Law or any court or other adjudicating authority to which We are subject in any jurisdiction;
 - 2.5.2. upon reasonable suspicion that You may be in breach of these Terms or are otherwise trying to circumvent these Terms such as abusing any of Our incentive schemes;
 - 2.5.3. upon reasonable suspicion that a transaction is fraudulent;
 - 2.5.4. upon reasonable suspicion that Your User Account has been compromised or the Services are being used in a fraudulent or unauthorized manner;
 - 2.5.5. upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime; or
 - 2.5.6. upon reasonable suspicion that You are conducting any fraudulent or illegal activities.

3. Time of entry into force. Amendments

- 3.1. As soon as You click “Agree”, the Terms will enter into force. By this, You certify that You have read and agreed with these Terms, Privacy Policy, AML Policy, specific policies applicable to each service, and other policies and notices as well.
- 3.2. We reserve the right, at any time, to change, update, supplement, or terminate these Terms. Any such changes will be effective upon posting on the website. The effective date at the top of the Terms informs You of the latest version of the Terms. We recommend that You periodically review these Terms of Use for changes.
- 3.3. Your continued use of the Services constitutes your acceptance of the Terms, Privacy Policy, AML Policy, specific policies applicable to each service, and other policies and notices as well as all changes. If You do not agree with these Terms, Privacy Policy, AML Policy, specific policies applicable to each service, and other policies and notices and all changes, You are not allowed to use the Services.

4. User Account

- 4.1. In order to use all functions of Services You must register a User Account and complete the onboarding procedure. When registering a User Account, You agree to provide the all necessary data and information required to fulfill authentication, verification, and compliance requirements. This data and information will be processed to validate Your identity and ensure compliance with the onboarding requirements.
- 4.2. We may at any time, in any situation, request You to provide additional documents and information and/or updated documents and/or information and documents submitted before, including, but not limited to, video verification and reserve the right to do so at its sole discretion. Failure to abide by these requirements may result in temporary or permanent cessation of Services provision and/or Account suspension. When registering an Account, You warrant that all necessary data and information, submitted by You is accurate, valid, up-to-date, and complete.
- 4.3. You may create Your unique Service User Account Public Identifier (nickname). We reserve the right to retract a chosen nickname if it is deemed to potentially conflict with applicable

laws, infringe on intellectual property rights (including, but not limited to, trademarks, trade names, or other protected rights), violate Our policies, or for any other reason We consider appropriate. In such cases, Your User Account registration may still proceed, provided You select an alternative nickname that complies with these requirements.

- 4.4. By signing up to use Services, You represent and warrant that:
 - 4.4.1. You are at least 18 years old or are of legal age to form a binding contract under applicable laws (for individuals);
 - 4.4.2. You have the capacity to enter into a legally binding contract and use services, and are not prohibited to do so and use the Services by the Applicable Law or any other laws that may apply;
 - 4.4.3. Your use of Services will not violate any and all laws and regulations applicable to You, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing;
 - 4.4.4. You are residing or incorporated in countries and territories We support and are not a citizen and/or resident of any country which are included in the sanctions lists.
- 4.5. You may be denied to provide the Service at Our discretion in case of any suspicion that the activities carried out by You are aimed at money laundering, terrorist financing, and any illegal activity, and/or are in any way undesirable and unsuitable for us.
- 4.6. An Account in which you have not made any transactions for 1 (one) year or more shall become an Inactive Account upon Our notice to you. We are entitled to withhold a monthly fee from the Inactive Account in the amount of twenty (20) USDT equivalent in any assets.
- 4.7. The balance of the Inactive Account cannot be negative.
- 4.8. Once the amount of assets in the Inactive Account balance is less than the amount of the monthly Inactive Account fee, We may withhold such balance in full and close the Inactive Account.

5. Using the Services

- 5.1. All services are provided through the Application or via other methods.
- 5.2. All services are subject to these Terms and the specific policies applicable to each service.
- 5.3. Such services as Exchange of crypto-assets for funds, Exchange of crypto-assets for another crypto-asset, and Depositing and withdrawing of crypto-assets may be delayed due to errors in the Blockchain networks or other unforeseen factors that are beyond Our control. We will use Our best efforts to resolve the situation and conduct the transactions as quickly as possible.
- 5.4. Such services as Exchange of crypto-assets for funds, Exchange of crypto-assets for another crypto-asset, and Withdrawal of crypto-assets cannot be canceled and refunded.
- 5.5. All deposits must be made exclusively from a payment method (e.g., bank card, bank account) registered in Your name. Deposits made from third-party accounts or payment instruments not registered in Your name are strictly prohibited and may be subject to cancellation, account suspension, or other compliance measures.

- 5.6. Once Transaction Details have been sent to the Crypto Asset Network, We cannot cancel, refund, or otherwise modify Your Transaction or Transaction Details.
- 5.7. Before using Services that involve transactions with Crypto-Assets, You may be required to deposit such assets into Your User Account.
- 5.8. If a transaction, resulting from Your activity, causes a negative balance on the User account, You are obligated to rectify the deficit by promptly covering the outstanding amount.
- 5.9. Certain transactions involve the use of fees, and You are required to pay the applicable fees.
- 5.10. Withdrawals of Crypto-Assets are executed based on the details provided by You. It is Your sole responsibility to ensure the accuracy of the provided payment details, including wallet addresses and asset types. Withdrawals made to incorrect payment details or involving unsupported Crypto-Assets by Us will be non-refundable. We bear no liability for any such loss.
- 5.11. We are not responsible for any incorrect use of the payment details provided by Us for conducting deposits (receiving), such as wallet addresses and asset types. The responsibility for ensuring their correct usage and any resulting consequences lies solely with You. While We will make reasonable efforts to assist in the recovery of crypto-assets deposited (received) to incorrect or unsupported addresses, there is no guarantee that recovery will be possible. We reserve the right to charge an extra fee for the service, which may or may not be applied depending on the circumstances.
- 5.12. In cases where You leave your phone or application unlocked, share access credentials with unauthorized individuals, or otherwise fail to take reasonable precautions to safeguard your device or application, You will bear full responsibility for any unauthorized access or actions performed through Your account.
- 5.13. You have access to Your User Account only through the methods that You used when registering Your User Account.
- 5.14. If you lose access to your phone/device or Your User Account, You must notify us immediately. Otherwise, We cannot guarantee the safety of your assets.
- 5.15. If You lose Your phone/device and/or access to Your phone number and/or email address, in order to restore access to Your User Account, You should contact Support, go through the identification process, and provide all proof that the phone/device and/or phone number and/or email address belong to You. We reserve the right to deny restoration of access to Your Account in cases where the evidence provided is insufficient.
- 5.16. In relation to the On-Chain Wallet Service, You are responsible for ensuring that each transaction You authorize reflects Your intended recipient, asset type, amount, and network selection. We and Our partners do not review, verify, or confirm the purpose or correctness of User-authorized transactions.
- 5.17. Blockchain networks are decentralized peer-to-peer networks that are not owned, controlled, or operated by us. You agree and understand that the underlying protocols of the Blockchain networks are subject to bugs, forks, hacker attacks, changes, or other unforeseeable influences beyond Our control which may result in loss of Your Crypto-Assets. We cannot be held responsible for such losses.

- 5.18. We cannot guarantee the execution of the transaction under the Terms in the event that Your transaction has been delayed by the relevant Crypto Assets network used to process the transaction.
- 5.19. We provide You with a wide range of Crypto-Assets. At the same time, We reserve the right, at Our sole discretion, to terminate support for any Crypto-Asset (delisting) and notify You.
- 5.20. For certain crypto-assets, delisting may occur based on compliance requirements.
- 5.21. If delisted, You will have a reasonable period specified by Us to exchange or withdraw such assets. After this period, any remaining assets will be not subject to recovery, refund, or compensation.
- 5.22. We operate on the principles of equality and non-discrimination while taking into account Your specific characteristics and Your respective jurisdictions. We reserve the right to establish specific terms for the provision of certain services, as required to ensure compliance with applicable laws and regulations.

6. Obligations and Liability

- 6.1. You use the Services at Your own discretion and responsibility.
- 6.2. The Services are provided on an "AS IS" and "AS AVAILABLE" basis.
- 6.3. You are responsible for any loss of Your passwords due to your actions and We cannot be held responsible for Your loss caused by You or any unauthorized access to Your assets which may result from such loss. We cannot be held responsible for any harm caused to You as a result of phishing attacks.
- 6.4. You are responsible for any harm caused by Your actions.
- 6.5. You are obliged:
 - 6.5.1. to be in compliance with the laws of the country in which You reside and with Your obligations under these Terms;
 - 6.5.2. to provide the safety of all data required to access Your User Account;
 - 6.5.3. keep away from unauthorized actions of Third Parties and prevent Your loss of the data required to access Your account;
 - 6.5.4. do nothing that may pose a threat to the normal operation of the Service;
 - 6.5.5. do not distribute any information and/or computer programs that contain computer viruses or other dangerous components equivalent to them;
 - 6.5.6. not to endanger the property, health, and safety of countries, individuals, and legal entities.
 - 6.5.7. not to engage in illegal or fraudulent operations.
- 6.6. We are not responsible for:
 - 6.6.1. the accuracy of the data transmitted by You;
 - 6.6.2. interruptions or lack of access to the Services, if any, through no fault of Ours;
 - 6.6.3. any act or omission by You, as well as acts or omissions by third parties;
 - 6.6.4. power failures, data transmission or connectivity problems, or Internet access, which are not attributable to us;
 - 6.6.5. infringement of Third Parties' rights as a result of Your actions while using the Service;
 - 6.6.6. loss of data required to access a User Account due to actions or inactions by You.

- 6.7. We shall not be liable for any direct, indirect, incidental, special, or punitive damages, including but not limited to damages for loss of profits, data, goodwill, business interruption, or any other commercial or intangible losses resulting from:
- 6.7.1. Your use of the Services;
 - 6.7.2. unauthorized access, use, or alteration of Your transactions or content, if such unauthorized access by Third Parties occurred as a result of Your actions (inaction).
- 6.8. You acknowledge that On-Chain Wallet Services differ from traditional custodial services and that the Our role is limited to providing technical infrastructure, interfaces, and security mechanisms that enable User-authorized interaction with blockchain networks, rather than exercising discretionary control over crypto-assets. We do not assume responsibility for the economic outcome or final destination of transactions initiated by You.
- 6.9. You agree to comply with all applicable laws, including but not limited to securities and financial markets laws, anti-money laundering and anti-counterfeiting laws, consumer protection laws, and financial laws. We will not be liable for any violations of law by You.

7. Sanctions policy

- 7.1. If You are resident or registered in a country that is included in international sanctions lists and/or the use of the Services contradicts the laws of the country where You are resident/registered, You are not allowed to use the Services.

8. Force Majeure

- 8.1. You agree that We will not be liable for delays, performance failures, or service interruptions that result 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 labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/ or software, another catastrophe, or any other occurrence which is beyond Our reasonable control.

9. Intellectual property right

- 9.1. All text, graphics, patents, editorial content, data, formatting, graphics, drawings, HTML, images, software, and other content of the API, the Website, etc. (Collectively, "Proprietary Material") that You see or read on the Website belong to us.
- 9.2. Proprietary Material is protected.

10. Termination of Terms. Closing a User Account

- 10.1. The Agreement shall continue for as long as You have a User Account, but in any event until the full fulfillment of its obligations to Us.
- 10.2. You can close Your User Account subject to full fulfillment of its obligations to Us.

- 10.3. Before closing Your User Account, You have to withdraw all Your assets to external wallets. Once the User Account is closed without withdrawal of funds such funds will not be subject to recovery/refund/compensation to You.
- 10.4. Closing your Account does not terminate Your obligations to Us that arose before and after closing the Account. We reserve the right at any time to demand the fulfillment of your obligations to us and take any actions aimed at enforcing obligations.
- 10.5. Your relationship with Us and Your use of Services may be subject to the laws, regulations, and rules of governmental or regulatory authorities in Your or Our jurisdiction ("Applicable Law"). By entering into this agreement, You agree to act in compliance with and be legally bound by any applicable law.