



USER AGREEMENT

During the creation of an Account on the UAB NTJ ("NTJ", "Safe2transact", "Company" or "the Company") Platform, or when you try to access any NTJ Services available through the Platform, you will be asked to unconditionally click on the "I accept" tickboxes and comply with the public electronic User Agreement outlined below (hereinafter referred to as the "User Agreement")

We strongly recommend that you read the entire User Agreement carefully before using this Website or any NTJ Services.

The text of this User Agreement, also available on www.safe2transact.com, contains all the essential terms and conditions ("TERMS") of NTJ's public offer.

The English version of this User Agreement is the original and the only valid version for interpretation.

****IMPORTANT**:** By accepting this User Agreement, you confirm that you have read, understood, and fully agree to this User Agreement, as may be updated or amended over time. If you do not agree to be bound by this User Agreement or any subsequent changes, you may not access or use any of the Services. If you continue to use the Services, you will be bound by the current version of the User Agreement, with your only option in case of disagreement being to cease using all Services.

****PLEASE READ THIS USER AGREEMENT BEFORE USING THE SERVICES**. THIS USER AGREEMENT WILL BE USED EVERYTIME YOU ARE VISITING, BROWSING, OR USING THE WEBSITE, OUR SERVICES, AND PRODUCTS OFFERED BY NTJ, OR CONTACTING US WITH ANY INQUIRIES. BY CLICKING THE CONFIRM-CHECKBOX WHEN CREATING YOUR ACCOUNT ON THE PLATFORM, YOU PROVIDE US WITH YOUR EXPLICIT CONSENT TO THE TERMS OF THIS USER AGREEMENT.**

Depending on your country of citizenship and/or residence, you may not be able to use some or all functions of the Website and Platform.

IMPORTANT: PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE AGREEING TO IT AND ENGAGING WITH THE PLATFORM.

UAB NTJ is not available to ANY person located in the prohibited and/ or sanctioned countries as defined in section one (1) and listed in section twenty-three (23) of these Terms. If you are in any doubt as to whether you qualify as a prohibited person, you should not use the exchange. Unauthorized use of the exchange Platform may result in the loss of all amounts transmitted.

To access the UAB NTJ Services you must accept this User Agreement.

UAB NTJ ("NTJ", "Safe2transact" or "the Company") is a virtual currency exchange and virtual currency wallet company registered in the Republic of Lithuania.

The User is solely responsible for understanding and complying with all laws, rules, and regulations of their specific jurisdiction and the terms of this exchange Platform. Should you not accept this User Agreement, please do not use the NTJ Platform, or its products, nor should you engage in any Services or content on the Platform.

NTJ and the User have entered into this User Agreement on the following terms and conditions:



1. Terms and definitions

In addition to the other terms defined elsewhere in this User Agreement, the following terms shall have the meanings ascribed to them below:

“Account” means an account registered by the User on the Platform (including registered via mobile application).

“Business day” means any calendar day other than Saturday, Sunday or any other day on which credit institutions are closed in London (England and Wales) and/or Vilnius (Republic of Lithuania).

“Confidential information” means information that the User receives or learns as a result of using of the Services, or otherwise as a result of his/her access and use of the Platform, regardless of whether or not such information is designated as confidential, provided that such the information is not generally known to the public and/or openly published on the Website.

“Data” means all data and other information generated by or accessible through the Platform and/or otherwise provided to the User by NTJ or by the User to NTJ hereunder, including, without limitation, information regarding Orders, pricing, trading volume, trades, liquidity, etc.

“Digital assets” means digital currency and/or tokens that (as a rule) have no central issuer and are distributed directly between the owners of such currency and tokens, designed to work as a medium of exchange that use strong cryptography to secure Transactions, control the creation of additional units, and verify the transfer of assets (e.g. BTC, ETH, LTC etc.).

“Delisting” means the termination of the specific coin/token listing agreement with the subsequent complete removal of this Digital asset from the Platform, with the cessation of support for Deposits, Withdrawals and trading of the coin/token, as well as the possibility of storing these coins/tokens on the balance of NTJ User’s Accounts.

“Deposit” or “Depositing” means an operation involving a transfer of Funds to the User’s Account.

“Fees” means any rewards, charges and/or commissions paid to NTJ by the Users, which are established by NTJ.

“Fiat money” means government-issued currency that is backed by the government and is designated as a legal tender on the legislative level in the country of issuance.

“Funds” means Fiat money and/or Digital assets, which are placed into the Account and used during the execution of Transactions.

“Governmental authority” means any national, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory, or administrative authority or functions of or pertaining to government, including any authority or other entity established to perform any of such functions.

“Law” means all applicable laws, regulations, orders and rulings, interpretations and statements of policy of any Governmental authority, authority, agency or body, which in an appropriate case has jurisdiction over NTJ, the User, or their operations.

“**MiCA**” (**Markets in Virtual assets Regulation**) – a comprehensive regulatory framework established by the European Union to govern the issuance and provision of services related to Digital assets.

“Order” means the User’s offer on the Platform to buy (acquire), to sell (alienate) or to exchange Digital assets on certain conditions.

“Person” means an individual or legal entity (partnership, corporation, limited liability company, joint stock company, etc.).



“Personal data” means information that identifies an individual, such as name, address, e-mail address, etc.

“Platform” means NTJ’s Platform, designated for exchange/trading of Digital assets, accessible by User via the Website and/or mobile application and/or via other means, specifically created by NTJ for that purpose (if applicable).

“Representatives” means a Person’s officers, directors, members, managers, employees, agents and/or any individuals authorized to act on behalf of the Person in the appropriate matters by Law, documents of the entity, power of attorney or similar document.

“Services” means all services and any service provided by NTJ.

“Third-party provider” means a third-party software, information and/or technology provider, whose products, information or services might assist NTJ in providing the Services to the User.

“Transaction” means a transaction of Funds entered into (and/or executed, completed, closed, etc.) through the Platform.

“User” means any Person, who uses the Website, the Services and/or the Platform, is a holder of the Account and has concluded this User Agreement with NTJ.

“Voucher” means an alphanumeric redeemable code, which can be used to transfer Digital assets between the Accounts.

“Website” means the website <https://safe2transact.com>

“Withdrawal” or “Withdrawing” means an operation involving a transfer of Funds from the User’s Account.

The headings (of articles/sections) of the User Agreement are for convenience only and shall not in any way affect the meaning or interpretation of the User Agreement.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include (shall imply) a reference to the other genders.

Where the words include(s), including or in particular are used in this User Agreement, they are deemed to have the words "without limitation" following them.

Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

Subject matter of this User Agreement

The subject matter of this User Agreement is the rendering of the Services allowing the Users to store and exchange the Digital assets.

In accordance with this User Agreement, NTJ, in particular, provides the following Services to the Users:

- access to the Platform to store and exchange the Digital assets;
- access to the Website, as well as to the Account;
- access to the information necessary to use the Platform and to perform Transactions;
- access to the payment services operator and/or payment service provider services, necessary to perform Transactions, Deposits and Withdrawals.

Based on this User Agreement, NTJ may also provide other services, which are defined in this User Agreement and/or will be available on the Website or on the Platform.

NTJ also reserves the right to choose markets and jurisdictions in which it operates, and may also restrict or refuse provision of the Services in some countries at its discretion.



The User understands and agrees that NTJ is not a party of Transactions (unless otherwise is stipulated by this User Agreement related to certain specific Services) and does not provide Fiat money financial services. All operations on the Platform are performed directly between the Users. The financial services related to Fiat money are rendered by third-party financial institutions. Notwithstanding the foregoing, in order to perform security, AML/CFT and monitoring checks, NTJ may administer the payment information required to perform the Deposit, Withdrawal or other Transactions.

2. Introduction

NTJ provides a simple and convenient way to purchase and sell Digital assets. NTJ's Services do not provide Users with the ability to trade one form of legal tender for another form of legal tender.

NTJ offers full end to end encryption on all processes. The Company is committed to the use of reliable and trusted partners. This allows NTJ to keep User's Personal data and information safe.

3. Risk Warning

PURCHASING AND SELLING DIGITAL ASSETS IS INHERENTLY RISKY. CURRENTLY, CRYPTOCURRENCIES AND THIS SERVICE IS NOT REGULATED. THE VALUE OF DIGITAL ASSETS CAN BE VERY VOLATILE AND UNPREDICTABLE. THIS CAN LEAD TO PARTIAL OR TOTAL LOSS OF INVESTED FUNDS AND OR THE VALUE OF THE DIGITAL ASSETS HELD. USERS SHOULD CAREFULLY CONSIDER ALL THESE RISKS BEFORE TRADING OR HOLDING DIGITAL ASSETS.

4. Requirements and access to the Service

- 4.1. The User can act only on his/her own behalf or (in case of using the corporate Account) on behalf of an entity/other organization, which he/she represents and cannot use the Services as an agent, intermediary or broker for another Person, organization, entity.
- 4.2. The Services are provided exclusively to Persons of at least 18 years or older. Using the Services, the User confirms that he/she has reached the age of 18.
- 4.3. Before accessing and using the Services offered by NTJ the User must assure himself/herself that the use of the NTJ Services, Platform, Website and mobile application is allowed in the country of his/her citizenship/residence or the country from which the User accesses the Services, Platform, Website or mobile application, as well as check if there are any possible legal limitations and/or restrictions regarding the access and use of the Services, Platform, Website or mobile application. It is the User's sole responsibility to follow all the applicable Laws and regulations and comply with the restrictions and prohibitions of his/her country of citizenship/residence and/or country from which the User accesses NTJ Services, Platform, Website and mobile application.

NTJ takes no liability for the access and use of the Services, Platform, Website and mobile application by the Person who is the citizen/resident or accesses the Services, Platform, Website and mobile application from the country in which the access to and use of NTJ Services, Platform, Website and mobile application is prohibited by Law or where there are any other limitations and restrictions of the access and use of the mentioned above.

- 4.4. By registering the Account, the User represents and warrants that:
 - he/she has reached the age of legal capability to enter into and assume obligations under this User Agreement in accordance with the applicable Law;
 - he/she is an individual or legal entity or other organization with full legal capacity and capability and sufficient authority to enter into this User Agreement;



- he/she was not previously prohibited from or temporarily restricted in using our Services and/or Platform;
 - he/she currently does not have another Account registered on the Platform/Website (multi-accounts);
 - if the User enters into this User Agreement on behalf of a legal entity, whose authorized Representative he/she is, the User represents and warrants that he/she has all necessary rights and authority to enter into this User Agreement and to assume obligations under this User Agreement on behalf of such legal entity.
- 4.5. We draw the User's attention to the fact that the use of the Services, the Website and the Platform is governed by the international compliance requirements and requirements of economic sanctions. By sending, receiving, buying, selling, trading or storing Digital assets through the Platform, the User agrees to comply with these requirements. The User is not allowed to perform Transactions on the Platform or use any Services if:
- the User is in or under control or is a citizen or resident of FATF blacklisted countries and/or countries subject to the United Nations Security Council Sanctions List, the European Union or HM Treasury's financial sanctions regimes, the United States embargo (a "Sanctioned Country"), or if the User is a Person on EU or HM Treasury's financial sanctions regime or the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List (a "Sanctioned Person"); or
 - he/she is a citizen and/or a resident of the United States of America or a legal entity whose authorized capital is owned by U.S. citizen and/or resident; or
 - he/she is a Person, who does not meet any User due diligence/compliance standards, requests or requirements of NTJ regarding compliance of the User and who otherwise belongs to a high-risk group, including, but not limited to, the factors listed above, including a politically exposed person (PEP) (a natural person who is or who has been entrusted with prominent public functions as well as family members or close associates of such persons).
- 4.6. Depending on the User's citizenship/place of residence, there may be other factors that will limit the User in the use of all or part of the Services. NTJ reserves the right to restrict the Services (all or part) for citizens/residents of certain countries/jurisdictions.
- 4.7. Compliance with the rules, laws and regulations of the place of residence (and/or country of citizenship and/or other laws and regulations applicable to him/her) is the responsibility of the User himself/herself. The User must comply with any and all applicable Laws and regulations related to the use of the Services.
- 4.8. Information about the User (provided by the User) must not contain misleading, untruthful or fraudulent information. Provision of misleading/untruthful/ fraudulent information or submitting of false documents (including fraudulent identification documents, as well as other additional documents as deemed necessary by us) is prohibited. In case NTJ doubts that the data is correct, up-to-date or complete, NTJ is entitled to refuse the User's access to the Services (all or part) and/or suspend the User's Account.
- In case of provision of untruthful/fraudulent information or submitting of false documents NTJ reserves the right to permanently terminate the User's Account, regardless of the timing of such discovery.
- 4.9. The User is not entitled to sell, lend, share or otherwise transfer his/her Account or any data necessary to access his/her Account to third parties. The User is responsible for maintaining security and control over all of his/her logins, passwords, two-factor authentication codes or any other codes or data the User uses to access the Service. NTJ is not responsible for any losses incurred by the User due to unauthorized access to the User's Account, access of third parties to the User's password/Account. The User must immediately notify NTJ of the loss of the password and/or data of Account or illegal access of third parties to Account.
- 4.10. NTJ may require the User to confirm his/her identity to access the Service. Verification may include verification of the User's cell phone number, identity documents or residence address. NTJ reserves the right to demand additional real-time/online video verification.



- 4.11. All the Accounts are initially (will be initially registered) as individual Accounts. After passing a person identity verification/compliance procedure, the User can request to upgrade the Account to a corporate Account.

If the User uses Services on behalf of a legal entity (e.g. company, corporation, partnership, non-profit, or other legal entity) the User shall previously upgrade the Account to a corporate level. Upgrading the Account to the corporate level is possible on request after passing additional KYC/compliance procedure related to the appropriate legal entity/organization.

5. Anti-Money Laundering, Countering Financing of Terrorism and Know Your Customer Policy

- 5.1. NTJ takes all necessary measures and uses the best standards to comply with all the applicable Laws and regulations regarding combating Money Laundering and/or Financing of Terrorism. NTJ will use reasonable efforts to detect and prevent persons involved in any criminal activity in any jurisdiction from using the Platform.

- 5.2. In order to avoid and reduce possible risks of involving NTJ in any type of illegal activity, NTJ is acting in accordance with AML/CFT Policy and in conformity with an internal Anti-Money Laundering, Countering Financing of Terrorism and Know Your Customer procedures (hereinafter - the "AML/CFT procedures").

- 5.3. AML/CFT Policy (procedures) of NTJ in particular covers the following matters:

- internal controls;
- compliance officer;
- training of personal;
- verification procedures;
- monitoring, risk assessment and risk-based approach;
- Anti-Money Laundering, Countering Financing of Terrorism program audit.

- 5.4. If NTJ has reason to believe that:

- (1) The Account has been or will be used for any illegal, fraudulent, abnormal, or unauthorized purposes, or there are unusual behavior, questionable conduct, or third-party complaints regarding the Account or conducted by the User; and/or
- (2) The User has performed and/or wishes to perform Transactions that are unauthorized, erroneous, fraudulent, abnormal, or unlawful, or we have determined or suspected that your Accounts are being used in a fraudulent, unauthorized, abnormal, or unlawful manner, or we have detected any other high-risk operations inconsistent with our internal Compliance procedures; and/or
- (3) We have requested, as part of our regulatory obligations and internal Compliance procedures, certain documents and/or data, and, afterward, it has been discovered that the User does not have and/or has not provided us with the necessary documents and/or data required for Compliance, regulatory, and other requirements;

NTJ may, at its sole discretion:

- Refuse provision of the Services without a prior notice;
- Request additional information and/or documents confirming the legitimate nature of the Transaction, such as additional KYC verification, source and origin of funds, proof of transaction (such as wallet confirmation, flow of funds, any correspondence, etc.), and/or photo/video verification, etc.;
- Block the User's access to their Account without a prior notice;
- Terminate the User Agreement without prior notice to the User.



- 5.5. By agreeing to this User Agreement, the User confirms that he/she owns Fiat money and/or Digital assets legally.
- 5.6. NTJ will not provide Services to the Users – PEPS/citizens/residents/entities of countries blacklisted by the FATF and other organizations mentioned in paragraph 3.4. of this User Agreement, sanctioned Persons, etc.

6. User's account

- 6.1. To create Account and pass verification (KYC), the User has to go through all the registration procedures and provide to NTJ all necessary information (including necessary Personal data, information, necessary for verification/KYC), as well as accept this User Agreement (including AML/CFT Policy, Privacy Policy, Fees).
- 6.2. NTJ may refuse registration and creation of Account at its discretion.
- 6.3. Unless otherwise expressly agreed between NTJ and the User in writing, each User may register only one Account of a Platform and cannot use two or more Accounts (multi-accounts). Joint deliberate actions of a User with other affiliated Users, utilizing their Accounts with insider knowledge of such Accounts' actions, strategies, and intentions in terms of Order placement and execution are considered as operating a multi-account and it entails the termination (closure) of all these Accounts.
- 6.4. By registering the Account, the User provides the information requested to confirm the identity. This information is used specifically to detect cases of money laundering, Financing of Terrorism, fraud and other financial crimes through the Website. We will collect, use and transmit this information in accordance with our Privacy Policy. In addition to the provision of this information and for the purposes of complying with the world industry standards for data storage, we will keep records of such information throughout the term of the Account, as well as for 5 (five) years after the closure of the User's Account. The User acknowledges that we will send requests, directly or through third parties, which will be necessary to confirm the User's identity or protect the User and/or us from financial and other crimes, such as fraud.
- 6.5. By providing information necessary in accordance with this section of this User Agreement, the User confirms that it is accurate and reliable. After registration on the Platform, the User must warrant that such information is true, complete, and will be updated by him/her in a timely manner in case of any changes.

If there is any reasonable doubt that the information the User provides is incorrect, untruthful, outdated, or incomplete, NTJ is entitled to send the User a notification requesting to correct or update the previously provided information, to delete the relevant information directly and, depending on the circumstances, terminate the User's access to all or part of the Services.

The User hereby undertakes to promptly, but not later than 10 calendar days from the date of any change or update of the provided information, notify NTJ of the following:

- any updates, changes, and modifications of the information, that was submitted during the KYC identity verification/compliance procedure;
- any updates, changes, and modifications of the data provided during the additional onboarding compliance procedure for the corporate Account related to the relevant legal entity/organization (KYB), encompassing alterations in corporate structure, ownership, status, or other significant entity/organization changes;
- any pertinent changes to the User's own personal and other associated data.

NTJ strictly prohibits Users from undergoing the KYC identity verification/compliance procedures using ID documents and Personal Data of third parties as a covert source of such Personal Data. In the event of such violations, the User's Account will be permanently suspended. This is necessitated by NTJ's adherence to applicable AML/CFT laws and regulations to ensure the safety and reliability of the Platform for all our Users.

The User expressly acknowledges and accepts his sole liability and responsibility for any potential damages that may result from their failure to fulfill these obligations.



- 6.6. The User is solely responsible for any losses or expenses incurred while using NTJ Services if the User cannot be contacted through the e-mail and/or via the address provided to NTJ. By entering into this User Agreement, the User acknowledges and agrees to update all the provided information in case of any changes.
- 6.7. By registering the Account, as well as entering into this User Agreement, the User authorizes NTJ to send, directly or through third parties, requests NTJ considers necessary to confirm the User's identity or protect the User and/or NTJ from fraud or crimes, as well as to take measures NTJ will reasonably find necessary based on the results of such requests.
- 6.8. The Account may only be used by the Person, in whose name it was registered. NTJ reserves the right to temporarily restrict the use, freeze or close the Account if there are suspicions of the use thereof by a Person, who is not the Person, in whose name the Account was registered unless otherwise agreed by the Parties in writing. The User must immediately notify NTJ of the unauthorized use of the User's username, password or any other attempts of unauthorized access to the Account if the User suspects or becomes aware of such unauthorized use.
- 6.9. The User himself/herself must set the username and password during registration. The User can also change the password at any time after completing the registration procedure.
- 6.10. The User agrees that his/her Account Information is confidential and the User will not disclose such information to third parties. The User also agrees to be solely responsible for taking necessary security measures to protect the Account and the Account Information and consequences of non-compliance with such measures.
- 6.11. The User must ensure security measures and safety of the password and other Account details (credentials) to prevent disclosure thereof to third parties; wherein, the User independently determines the best procedure for storing such information and data and also takes measures to prevent illegal or unauthorized disclosure and use thereof.
- 6.12. The User agrees to:
- immediately notify NTJ if he/she becomes aware of any unauthorized use of the Account Information by any Person, as well as any other breach of the security rules;
 - strictly comply with the mechanisms and procedures in force on the Website concerning the security rules, identity verification, Depositing, Withdrawal, Transactions of Funds; and
 - perform the appropriate actions to exit the Website at the end of each visit.
- 6.13. NTJ is not liable for any losses or damage arising out of any unauthorized use by the User or any third party (regardless of whether it was authorized by the User for such use) of the Account using his/her login credentials (including received as a result of a phishing attack on the User).
- 6.14. NTJ created a sophisticated complex system of internal security, control, monitoring, in which all actions of employees are logged and recorded. In addition, the system makes it impossible for our employees to receive the User's credentials. The User agrees that unauthorized access only to his/her Account (not to the wallet of the Platform) should be presumed as a result of a phishing attack on the User or as a result of the User's negligence.

7. Operations on the Account

- 7.1. All Funds legally transferred to the Account in accordance with applicable Law and this User Agreement belong to the User.
- 7.2. All operations on the Account are performed according to the User's Orders made in the appropriate form on the Platform through the User's Account.
- 7.3. To deposit Funds to the Account, the User needs to transfer the Funds according to the details specified by NTJ in the User's Account. We reserve the right to request various types of documents and data to verify the source of Funds of the User, such as additional KYC



verification, documentation regarding the source and origin of Funds, proof of transactions (including wallet confirmations, flow of Funds, any related correspondence, etc.), and/or photo/video verification, among others. In such cases, we shall refrain from crediting the Funds and/or accepting subsequent User Transactions/Orders related to said Funds until the required documentation and data are provided, following the requirements of NTJ's internal AML/CFT compliance rules and procedures. Failure to provide the requested information may result in the blocking/suspending of the User's Account until the necessary data and/or documents are received.

- 7.4. The number of confirmations for the full Depositing of Digital assets to the Account may differ depending on the type of Digital assets (the necessary number of confirmations is determined solely by NTJ). NTJ may preliminarily display on the Account's balance the Digital assets in process of Depositing (before obtaining the necessary number of confirmations) but Digital assets will be unavailable for the further Transactions (including Withdrawal) before receiving the necessary number of confirmations.
- 7.5. NTJ is entitled to set and change minimum/maximum limits for Depositing and Withdrawing the Funds at its discretion. NTJ will not be liable for not making any prior notices to the Users regarding such changes.
- In such case:
- if the Account was deposited with an amount less than the minimum for Depositing, the Funds will not be deposited to the User's Account on the Platform until the User has deposited an amount equal to or greater than the minimum Deposit Amount;
 - amounts that do not meet the specified minimum Deposit Amount are cumulative and will be credited to the User's Account balance on the Platform when they are equal to or greater than the minimum Deposit Amount;
 - if the Account was deposited with an amount more than the maximum for Depositing, the operation may be investigated and considered by NTJ – as a result, the Funds shall be deposited or returned, unless otherwise is required by AML/CFT regulations.
- 7.6. To withdraw the Funds from the Account, the User needs to pass the appropriate procedure using the appropriate functionality of the Account. NTJ reserves the right to add additional confirmation procedures related to Withdrawing the Funds.
- 7.7. The Platform may set some restrictions on the Withdrawal of the Funds and/or on the Transactions – prohibition to initiate the Withdrawal the Funds and/or the Transactions earlier than the certain period after the change of the User's profile/data in (bound to) the Account, including change or restoration of the password, as well as change of the authorization method. Also, the Platform or a financial institution (electronic money issuer, payment service provider, bank, etc.) may establish restrictions on the Withdrawal of the Funds for a certain period in case of Depositing the Account using certain methods (including reported/considered at the discretion of NTJ as bringing AML/CFT or security risks). Confirmed Withdrawal is irreversible and cannot be cancelled.
- 7.8. NTJ is not entitled to initiate Withdrawal/Transaction of the Funds from the User's Account without the relevant order of the User, except as otherwise stipulated by this User Agreement.
- 7.9. NTJ reserves the right to annul the appropriate Digital assets on the User's Account in case if they were delisted from the Platform if the User has not initiated their Withdrawal to external wallet (address) within the period determined by NTJ.
- 7.10. Funds can be transferred with the purpose of making Deposit, performing Transactions, Withdrawal using the services of third parties (financial institutions, etc.). In case if User deposits or withdraws the Funds using third-party services, the initiated operation is performed using the tools/assets/means used in accordance with the offers (terms and conditions) of the third party, accepted by the User, the service of which the User is using to perform the operation, provided that such the terms and conditions are compliant with this User Agreement.



- 7.11. By initiating operations through the Platform using the services of a third party, the User grants the right and instructs to transfer to such third-party information, including Personal data, necessary to perform the initiated operations using the tools/assets/means used in accordance with the offers (terms and conditions) of the third party, accepted by the User. Responsibility for operations performed using the services of a third party lies with the User.
- 7.12. NTJ does not bear any responsibility for the actions of such third party. The User is solely responsible for the payment of all commissions and fees related to such transfer of the Funds, and also assumes risks associated with the indication of incorrect payment details.
- 7.13. Cancellations and refunds
- After the Funds in Fiat money have been credited to the balance of the User's Account, the Services are deemed to be duly provided to the User in full.
 - If the User does not intend to make any exchange operations using the deposited Funds, he/she can withdraw these Funds.
 - If the User did not utilize the Fiat money to make any exchange operations using the deposited Funds, he/she can withdraw these Funds exclusively to their own bank accounts, within the functionality of the Platform, provided that such a refund is supported up to the appropriate date.
 - Once an Order to exchange Fiat money to Digital assets has been executed it cannot be cancelled or recalled.
 - All Orders are final and cannot be refunded once the Digital assets have been credited to the User's Account. Once an amount of funds has been sent to the User's Account it cannot be recalled or retrieved under any circumstances.
 - If the User makes a Deposit in Fiat money and then exchanges the Fiat money to Digital assets the transaction of Fiat money depositing cannot be recalled or retrieved under any circumstances. In this case the services are deemed to be duly provided to the User.
 - NTJ's obligation towards the User will be absolutely discharged upon depositing the Digital assets to his/her Account and the User shall have no claim or right against NTJ upon such Transaction.
- 7.14. By initiating/executing a Fiat money Deposit through our third-party payment processing providers, the User explicitly consents and instructs NTJ to be able to but not obligated to exchange/convert the deposited Fiat money into a Digital asset stablecoin. Consequently, these Fiat funds can be held under custody in stablecoins and the User's Account balance will be displayed in Fiat money (e.g., in EUR (Euros), reflecting or EURO or the equivalent value of the underlying stablecoins, based on the Platform's exchange rates on the date of such Fiat money deposit. NTJ reserves the right not to exchange/convert a Fiat money Deposit into a Digital asset stablecoin, where legally permitted to retain the Fiat money Deposit as a prepayment for our Services.

By initiating/executing a Fiat money Withdrawal, the User provides explicit consent and instructs NTJ to be able to exchange/convert the relevant amount from stablecoin, to Fiat money, followed by the subsequent withdrawal of the Fiat money through our third-party payment processing providers.

Under certain conditions, subsequent to the User's successful Fiat money Deposit, we explicitly reserve the right to return/refund these Fiat money Funds to the originating/sender's account while concurrently ceasing our operational services for such User. In such instances, the User assumes sole responsibility for bearing the Fees pertaining to Fiat money Transactions concerning the return or refund of such Funds.

8. CUSTODY services

Scope and nature of services:

- 8.1. The Company agrees to provide the following services to the User:



- Safekeeping of Digital assets, ensuring their secure storage and protection.
- Administration of Digital assets, including tracking transactions, balances, and maintaining records as required by applicable laws and regulations.
- Transaction Management: facilitation of User's instructions for deposit, withdrawal, and transfer of Digital assets, subject to the User's directions.
- Reporting: provision of regular reports detailing the User's Digital assets holdings and transaction history.

Company's obligations:

8.2. **Compliance with MiCA and related regulatory requirements.** The Company shall provide custody services for the User's Digital assets in compliance with MiCA and any applicable laws, rules, and regulations governing the protection of digital assets in the European Union; and shall act with due care and diligence in providing those services. The Company is expressly restricted from the following actions:

- **Discretionary control.** The Company shall not engage in any transactions involving the User's Digital assets without the User's explicit, written instructions. The Company shall not trade, lend, borrow, or otherwise use the User's Digital assets for its own benefit or any purpose other than safekeeping and administration, unless specifically authorized by the User in writing.
- **Co-mingling of assets.** The Company shall ensure that the User's Digital assets are held separately from the Company's own assets and from the assets of any other users. The Company shall not co-mingle, pool, or combine the User's Digital assets with its own assets or assets held on behalf of any other users.
- **Use of sub-companies.** The Company shall not delegate the safekeeping or administration of the User's Digital assets to any third party or sub-Company without obtaining the User's prior written consent. Any sub-Companies engaged by the Company must be licensed and authorized in accordance with MiCA or other relevant regulatory frameworks.
- **Proprietary trading and investment.** The Company shall not use the User's Digital assets for proprietary trading, investments, or other activities for the Company's benefit. The Company's role is limited to safekeeping, administration, and execution of the User's instructions, and it shall not engage in any speculative activities with the User's assets.
- **Asset movement and transfer.** The Company shall not transfer, withdraw, or move the User's Digital assets from the designated custody account, except as instructed by the User, or when required by law or regulatory authorities. The Company shall ensure that the User's Digital assets are only moved in response to valid instructions or in circumstances where the Company is legally obligated to act.
- **Conflicts of Interest.** The Company shall act in the best interests of the User and shall avoid any conflicts of interest in the performance of its duties. The Company shall not use the User's Digital assets to benefit itself, its affiliates, or any third party in any manner that may conflict with the User's interests.
- **Conduct of business rules.** The Company agrees to act with due care, skill, and diligence in the administration and custody of Digital assets, ensuring that they are protected against loss, theft, or unauthorized access, in line with MiCA's operational and prudential requirements.
- **Capital and prudential requirements.** The Company shall maintain adequate capital and risk management arrangements as required under MiCA, and the User acknowledges that the Company's operations may be subject to periodic audits and regulatory oversight in compliance with MiCA.
- **Record-keeping and reporting.** The Company shall maintain accurate and comprehensive records of the Digital assets held in custody, transactions undertaken on behalf of the User,



and any other records required under MiCA and related regulations. The User agrees to provide any information necessary to fulfill these requirements.

- 8.3. **Safekeeping of Digital assets.** The Company shall store the User's Digital-assets securely using industry-standard security protocols. The Company shall take all reasonable measures to minimize the risk of loss or unauthorized access to the User's Digital assets due to fraud, cyber threats, or negligence. The Company will continuously evaluate its security systems and may update its security protocols based on emerging threats or new best practices in digital asset protection.
- 8.4. **Transaction management and execution.** The Company shall facilitate the movement, transfer, and management of the User's Digital assets, in accordance with the User's instructions, ensuring that all instructions are executed efficiently, securely, and in compliance with regulatory requirements:
- **Deposit and Withdrawal services.** The Company will receive and transfer Digital assets to/from the User's designated account. The Company will take steps to verify and validate each transaction before processing it.
 - **Digital Asset transfers.** The Company will facilitate the transfer of Digital Assets between the User's accounts or from the User to a third-party account as instructed. The Company will ensure that all transfers are recorded and properly reflected in the User's register of positions.
 - **Transaction verification and authentication.** Each transaction must be verified and authorized through secure authentication systems, including the use of two-factor authentication (2FA), biometric verification, or other methods as agreed upon by the Company and the User.
 - **Internal controls and procedures.** The Company shall maintain internal controls and procedures to ensure that all transactions are properly authorized, logged, and executed according to the User's instructions. This includes reviewing and monitoring transaction activities to prevent unauthorized or erroneous transactions.
 - **Transaction logs and documentation.** The Company shall maintain an accurate and up-to-date transaction log of all Digital Asset transfers, deposits, and withdrawals on behalf of the User. The transaction records shall be available for review by the User upon request.
- 8.5. **Register of positions and User's rights.** The Company shall maintain a register of positions for each User, reflecting the Digital assets held on behalf of the User. This register shall accurately reflect the User's rights to the Digital assets and any movements of such assets, following the User's instructions. The Company shall update this register as soon as possible in accordance with any transaction or event affecting the User's Digital assets. The register shall contain the following details (as minimum):
- **Types.** The types and quantities of Digital assets held on behalf of the User.
 - **Addresses.** The addresses of the account in which the Digital assets are held (whether in cold or hot storage).
 - **History.** A history of all movements (deposits, withdrawals, transfers) of Digital assets, including transaction timestamps, to ensure proper tracking of assets.
 - **Changes.** Any changes to the User's holdings, including changes due to events such as forks, airdrops, or token burns.
 - **Movements.** The Company shall record any movements or changes to the User's positions promptly, ensuring that such movements are properly evidenced by regular transaction entries in the User's register of positions.
- 8.6. **Fraud prevention and detection.** The Company will implement measures to detect and prevent fraud, including monitoring for suspicious activities and transactions that could indicate fraudulent behavior.



- 8.7. **Reporting and transparency.** The Company shall provide the User with detailed statements of position at least every three months or upon request, which shall include:
- **Account information.** A full account of the Digital assets held by the User, including balance, type, and value (if applicable). The Company will ensure that such statements are delivered in an electronic format and will be available for the User to review.
 - **A summary report.** A summary of any transactions, transfers, or movements of Digital assets that have occurred during the reporting period, including the relevant dates and transaction details.
 - **Fee information.** Any fees, charges, or costs incurred in relation to the Digital assets held in custody.
- 8.8. **Access.** The Company shall provide an access to the User's account through a secure online platform, allowing the User to monitor their assets at any time.
- 8.9. **Segregation of Assets.** The Company shall segregate the User's Digital assets from its own assets and clearly identify the User's assets as separate and distinct from those of the Company. The Company shall ensure that on the distributed ledger, the User's Digital assets are held separately from the Company's own holdings. In the event of the Company's insolvency, the User's Digital assets shall be protected and remain unavailable to creditors of the Company.
- 8.10. **Return of Digital assets.** Upon the User's request, the Company shall promptly return the Digital assets held in custody, or provide the User with the means to access their assets as soon as possible, subject to any applicable security or legal requirements.
- 8.11. **Liability for losses.** The Company shall be liable for any loss of the User's Digital assets or means of access due to the Company's failure to meet its obligations under this Agreement. The Company's liability shall be capped at the market value of the lost Digital assets at the time the loss occurred, except where the loss is due to an event outside the Company's control (e.g., issues with the underlying blockchain or distributed ledger).
- 8.12. **Sub-custody.** If the Company utilizes another service provider to perform custody services (a 'sub-Custody'), the Company shall ensure that such sub-Custody is authorized in accordance with MiCA and any other applicable laws, regulations. The Company shall inform the User in advance of any use of sub-custodies.
- User's obligation:
- 8.13. **Good faith.** The User agrees to act in good faith and adhere to this Agreement as well as other provisions governing the use of services, and timely as well as properly fulfil User's obligations to the Company.
- 8.14. **Restrictions.** The use of any services provided herein is strictly prohibited for the following purposes: engaging in any illegal or unlawful activities, concealing or disguising proceeds derived from illegal or unlawful activities, participating in any fraudulent or malicious conduct, unauthorized access to or manipulation of accounts not belonging to the User. Any violation of these prohibitions may result in immediate termination of services and potential legal action. The Company reserves the right to report any suspected illegal activities to the appropriate authorities.
- 8.15. **Use of Account.** User acknowledges that it is prohibited to allow anyone who is not a duly authorized person to have access to or use granted account ; to disable, disassemble, reverse-engineer or decompile the Company's system; to act in a way which imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; to transmit or upload any material to the Company's system or the website that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; to attempt to gain unauthorized access to the Company's system or the website, accounts of other persons, computer systems or networks connected to the Company's system or the website, through password mining or any other



means; to use the account information of another party to access or use the Company's system or the Website.

- 8.16. **Provision of information.** The User agrees to provide the Company with all necessary information, including personal and financial details, to enable the Company to fulfil its obligations under this Agreement, and to inform the Company promptly of any material changes to such information.
- 8.17. **Instructions.** The User shall provide clear and accurate instructions to the Company regarding the movement, storage, and management of their Digital assets. The User is responsible for ensuring that their instructions are valid and comply with the Company's procedures.
- 8.18. **Credentials.** The User is responsible for safeguarding their credentials and means of access to Digital assets held by the Company.
- 8.19. **Loss of login.** User agrees to promptly (not later than on the same business day (in case of non-business day, on the earliest business day) as User becomes aware of that) notify Company of improperly provided services, of loss, theft, unauthorized use or illegal acquisition of the Company's system login data, and also of loss of your electronic device used for logging into the Company's system.
- 8.20. **Reporting.** User agrees to take all reasonable measures necessary to prevent illegal disclosure, appropriation, or use of your data related to transactions in Digital Assets; at all times to comply with all applicable laws and regulations, including, but not limited to, AML/CTF regulations, data protection laws, unfair commercial practices regulations, consumer rights laws, advertising laws, etc. The User shall promptly (not later than on the same business day (in case of non-business day, on the earliest business day) as User becomes aware of that) report to Company any suspicions about compliance with this Agreement.
- 8.21. **Terms and Conditions.** The Parties acknowledge and agree that the terms and conditions published on the Company's website, as may be amended from time to time, are hereby incorporated by reference into this Agreement. In the event of any conflict between the provisions of this Agreement and the website terms, the provisions of the terms and conditions indicated in Company's website shall prevail. The User represents and warrants that it has read, understood, and accepted the website terms prior to entering into this Agreement. The Company shall notify the User of any material changes to the website terms (e.g. fees), and the User's continued use of the Company's services following such notification shall constitute acceptance of the updated website terms.

9. Unauthorized operations

- 9.1. If the User has discovered unauthorized/abnormal operations or activities, including, but not limited to, Depositing and/or Withdrawing the Funds to/from the User's Account and/or placing/executing the Orders that are unknown to the User and/or were not initiated by the User, the User must immediately notify NTJ thereof and follow our instructions. NTJ reserves the right to freeze the Funds on the Account until the end of the investigation.
- 9.2. NTJ reserves the right to freeze, cancel, or revoke a Transaction (including Withdrawal of the Funds and/or any Transaction of the Funds), that has already been performed, upon the request of the financial institution involved in the settlement (performing) of the Transaction and/or based on the result (conclusion) of the investigation related to the suspicious operation report (SAR). In such cases, the User must cooperate with NTJ to determine the reasons and the grounds for such action.

10. Fees

- 10.1. For Services provided on the Website and/or the Platform (and/or via mobile application) NTJ applies the appropriate Fees. The User irrevocably authorizes NTJ to charge (debit) applicable Fees from his/her Account.



- 10.2. If the User does not perform at least one Transaction, Depositing or Withdrawing the Funds during six (6) calendar months, such User's Account will be considered inactive (hereinafter - the "Inactive Account").

To all the Inactive Accounts NTJ may apply a special fee (hereinafter - the "Inactive Account Fee").

NTJ will try to preliminary notify the User about applying the Inactive Account Fee but such fee may be applied by NTJ regardless of sending/reception of the notice from NTJ.

If the amount of Funds on the User's Account is less than the amount of the Inactive Account Fee, NTJ debits the entire balance of Funds from such Account. If the Inactive Account is empty it can be terminated (closed) by NTJ without permission (consent) of its owner.

11. EXCHANGE services

- 11.1. NTJ has developed a multi-level account system with an individual approach to each user, from crypto novices to professionals. The Platform's stability acts as a guarantee for the safety of assets and data.

The NTJ platform does not allow:

- engaging in illegal activities
- making false public statements
- anything that would cause damage to the company's services or systems.

- 11.2. The service operated by NTJ allows users to buy, sell, and exchange recognized Digital assets such as Bitcoin, Ethereum, or other. These Services are available only in connection with the Digital assets that NTJ supports. The list of supported Digital assets can be found on NTJ's website - www.safe2transact.com.

- 11.3. Users should not attempt to use personal e-wallets to store, send, request, or receive Digital assets in any form that is not supported by the Platform. NTJ assumes no responsibility or liability in connection with any attempt to use personal E-Wallets for Digital assets that are not supported.

NTJ's service allows all registered Users to operate:

- One or more hosted cryptocurrency wallets, enabling Users to store, track, transfer, and manage their balance of supported Digital assets;
- A cryptocurrency converting service which allows users to exchange one cryptocurrency to another available on the Platform.

- 11.4. The User is ultimately responsible for abiding by the rules and Laws in their respective country of residence and/or the country from which access to the website and services are made. Depending on the User's country of residence, one may not be able to use all functions/services on the Company's Platform. Additionally, the User is responsible for determining what, if any, taxes apply to the trades completed via the use of NTJ's Services. Likewise, it is the User's responsibility to report and remit the correct tax to the appropriate tax authority. When agreeing to this User Agreement, you agree that NTJ is not responsible for determining whether there is a requirement to apply, collect, report, withhold, or remit any taxes arising from your trades.

12. Use of the exchange's website (<https://safe2transact.com>)

- 12.1. Users seeking to obtain an Account on NTJ's platform are required to register and pass a verification procedure. Once this process has been completed and the User has been approved will they be granted access to an Account by identifying themselves using a personal login and password.



NTJ makes all reasonable efforts to ensure that the means of access of user's personal Accounts remain strictly confidential, and are not breached by unauthorized personnel. With that being said, the user is personally responsible for the use, preservation, and protection of his/her security details. Except for cases of gross or intentional negligence or misconduct by NTJ, the User shall be solely liable for any direct or indirect damages incurred as a result of any use or misuse, fraudulent or not, by himself or by third parties using the User's personal means of access.

- 12.2. In the event of a breach of an Account, the User is required to immediately (i.e. right after the moment of discovery, but not later than 24 hours) inform NTJ about any unusual, suspicious, or unclear changes that have appeared on the Account. NTJ will investigate the matter and provide its findings in writing to the user within 20 business days. In cases where a user delays or fails to notify NTJ of any unusual, suspicious, or unclear changes on the account the User will be liable for breach of this User Agreement, thus, NTJ will not be responsible for any possible losses. Furthermore, NTJ will have the right to take any further steps deemed necessary, including, but not limited, reporting such Accounts to the relevant state or national authorities.

- 12.3. NTJ will not be responsible or liable in any respect for losses related to the loss or making available of your login, security details, private keys by you to third parties; any loss of use of hardware, software or data and / or any data corruption or loss; data breaches or hacks; any losses or damages arising out of or relating to any inaccuracy, defect or omission of cryptocurrency price data; any error or delay in the transmission of such data; and / or any interruption in any such data; loss or malfunction of e-wallet.

- 12.4. Responsibility for using the Website

Except for the case of gross or intentional negligence or misconduct on the part of NTJ, its staff, or paid contractor, the Company is not responsible for any direct and or indirect damages (including the loss of profits or the loss of opportunities) incurred by the User resulting from the use of or the inability to access and or use the NTJ's Website/ Platform. Likewise, NTJ will not be responsible for, among other things, any direct and indirect damages caused by the transmission of viruses (despite existing security measures), the interruption of the access to the Platform caused by communication disturbances, channel or connection problems, unauthorized access, strikes or events of force majeure.

- 12.5. Access to the Website

Subject to the means at its disposal and within the limitations described in the previous point, NTJ shall provide access to the Website seven (7) days per week, twenty-four (24) hours per day.

Nevertheless, the Company cannot guarantee a continuous, uninterrupted, and secured access to the Platform 24/7. The Company may interrupt, at any time and without prior notice, the access to the Website in cases of risk of:

- a) misuse
- b) fraud
- c) to perform maintenance
- d) to implement any improvement
- e) modification

NTJ shall do its utmost best to limit the duration of such interruptions and shall inform the Users of these interruptions and its estimated duration, whenever possible.

13. Prohibited businesses

NTJ Accounts are not to be used in the following categories of business and business practices:



- **Intellectual Property or proprietary rights infringement:** such as sales, distribution or access to counterfeit music, software or other licensed materials without the appropriate authorization from the rights holder;
- **Counterfeit or unauthorized goods:** such as unauthorized sale or resale of brand name or designer products or services; stolen or illegal imported sale of goods or services;
- **Drugs and drug paraphernalia:** such as sale of narcotics, controlled substances, and any equipment designed for making or using drugs;
- **Pseudo-pharmaceuticals:** such as pharmaceuticals and other products that make health claims and have not been approved or verified by the applicable local and/or national regulatory body;
- **Substances designed to mimic illegal drugs**
- **Adult content and services** and
- **Unfair, predatory or deceptive practices:** such as investment opportunities or other services that mislead users into false claims or losses.

Note: The types of business uses listed above are representative, but not exhaustive.

14. Account registration and access

- 14.1. In order to use NTJ Services, users must register for a NTJ account (an “Account”) by providing your email address, creating a password, and accepting the Terms of this User Agreement and the Company’s Privacy Policy.

Once your NTJ Account is created, you agree:

- a) to create a strong password that is not used for any other website or online service;
- b) to maintain the security by protecting your password and restricting access to your account.

Accounts are **strictly** for personal/individual use. Should a user wish to create an account for the proceeds relating to any business, he/she must apply for the creation of a Business Account. This process includes the successful completion of a full verification of the business and its official representatives.

14.2. Identity verification

By providing NTJ with the requested information for the purposes of identity verification, the detection of money laundering, terrorist financing, fraud, and any other financial crime, you permit the company to keep a record of such information. Certain verification procedures must be completed for each user before access is permitted for the use of NTJ services. Based on the verification level passed, NTJ will apply certain limits, which may be altered during your tenure as a User once additional information is received. At any point, should a User wish to have their limits increased, please contact the Company by email at support@safe2transact.com.

In providing NTJ with this and any other information that is required, you confirm that the information is true, accurate, and authentic. You further authorize the Company to make necessary inquiries, whether directly or through third parties, to verify your identity and to protect both you and the Company from fraud or other financial crime, and to take any action deemed reasonably necessary based on the results of such inquiries. By accepting of this User Agreement you acknowledge and agree that your Personal data and personal information may be disclosed to fraud prevention and or financial crime agencies, and that these agencies may respond to NTJ’s inquiries in full.



14.3. Legal entity verification

NTJ does not allow Users to have more than one Account on the Platform. If it is detected that a User has or is operating more than one Account, all of the Accounts will be temporarily disabled and NTJ will launch an investigation on the matter.

15. Information changes and disclosure

It is essential that Users keep NTJ informed of any changes to your contact, personal details, or any other important changes that are relevant to your Account. Failure to do so may affect your eligibility to access the Account and or Services offered.

When a reasonable request for information is made by the Company, Users must provide this information as soon as possible. If the Company suspects fraudulent or criminal activity of any kind, NTJ has the right to:

- a) retrieve the requested information from another source;
- b) block or close the User's Account; or
- c) restrict the User's access to the Company's Services.

Users are required to ensure that the information submitted to NTJ is accurate and up to date. Should situations change, Users are given up to five (5) business days thereafter to provide the accurate information.

NTJ will use User's Personal data as explained in our Privacy Policy. User's Personal data will be shared when it is required by Law, is in the best interest of the public, when there is a specific agreement in place, or is needed to protect NTJ's interests (e.g. in any legal proceedings).

16. Transactions

- 16.1. By accepting this User Agreement, the User agrees that any amount sent personally or on the Legal Entity's behalf, shall be deposited to the User's Account at the value date of the payment received, net of any fees charged by the banking institution or any other intermediary involved in the transaction process. NTJ must be satisfied that the sender is the User or an authorized representative of the Legal Entity before making any amount available to the Account, otherwise the Company reserves the right to refund/send back the net amount received to the sender by the same method as received.

In order to purchase or exchange Digital assets, Users can replenish their Account by depositing Funds. Please see our Fees Policy located on the Website.

- 16.2. All deposit and withdrawal are processed on business days. When a User requests to have Funds transferred to their NTJ Account from an external account or vice versa, you authorize the Company to execute such transactions via its Services. This instruction authorizes our designated payment processor to charge or deduct your NTJ Account for any applicable fees owed in connection with the trades completed via NTJ's Services.

- 16.3. During the normal course of processing transactions, NTJ may be required to share your Personal data with other contractual third parties (e.g.: financial institutions) or as required under applicable Laws. By accepting this User Agreement, you hereby provide full permission and authority for NTJ to share this information with such partners.

The User must understand, accept, and agree that the Company reserves the right to refund/return any amount received by a sender (natural person or beneficial owner), if:

- a) the Company has sufficient proof that these amounts are direct or indirect proceeds of any illegal act;
- b) it is the product of any criminal activity,



- c) the Funds belong to a third party, and the User has not produced a satisfactory explanation for his/her access to said Funds.
- 16.4. Additionally, the User agrees that the Company may reverse all or any previous transactions performed on his/her Account and terminate the User Agreement at any time. The Company also reserves the right to take legal actions against the User to cover itself upon an adverse event and claim for any damages caused directly or indirectly to the Company by the User due to such an event.
- 16.5. If we receive instructions from you to purchase or sell Digital assets outside of business hours and/or on day that is not a business day, we may treat those instructions as if they were received by us on the following business day.
- 16.6. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.
- 16.7. In the event that we refuse to complete a transaction and / or suspend your Account we will lift the suspension or complete the transaction as soon as reasonably practicable once the reasons for refusal and / or suspension no longer exist. However, we are under no obligation to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction or to inform you of the reason for our refusal to compel a transaction or our suspension of your Account
- 16.8. The Company at its discretion may update the fees at any time. Any updated fees will apply to any Services, sales or other transactions that occur following the effective date of the updated fees. You authorize us to deduct from your Account any applicable fees that you owe under these Terms.

17. Digital assets selling/purchasing

- 17.1. All prices reflect the exchange rates applicable to the purchase or sale of the Digital assets using Fiat or alternative forms of the Digital assets identified in the purchase order. All sales and purchases on the Platform are subject to availability. NTJ reserves the right to discontinue the sale and or purchase of Digital assets on its Platform without notice.
- 17.2. During the transaction, NTJ will provide the User with notice of the fee amount required to process the intended purchase or sale of the Digital assets. By agreeing to this User Agreement you agree to comply with the conditions provided within such notice(s) to complete your transaction.
- 17.3. When compared to Fiat currencies, the pricing of Digital assets is more volatile, thus, there is a greater risk that a User may not receive the exact price for the underlying Digital asset when an exchange is complete.
- 17.4. In cases where the Digital assets' amount offered to the User differs from the market value for more than 4% between the transaction start and complete time, NTJ reserves the right to decline the Order or to contact the User to provide information regarding the new amount of Digital assets that will be paid out.
- 17.5. By selecting the "Buy" or "Sell" button on the Platform, you are authorizing NTJ to initiate the transaction at the quoted buy or sell price thus, agreeing to any associated exchange fees. Users cannot cancel, reverse, or change any transaction that has been marked as complete or pending by the Company.
- 17.6. In the event of an error occurring on the Platform, during the purchase Order confirmation, the processing of a purchase, or otherwise, NTJ reserves the right to correct such an error and revise the transaction accordingly. This includes charging the correct price, cancelling the purchase, and or refunding any amount received. In these cases, NTJ will immediately notify the User of any changes that occurred due to such errors.



- 17.7. Users can only purchase or sell Digital assets with the available balance in their Account. Users are responsible for maintaining an adequate balance and/or sufficient credit limits to avoid overdrafts, insufficient funds, or similar fees charged by your payment provider. Once the Company executes your Order, you will receive a confirmation on your screen with the notice verifying successful completion of the operation.
- 17.8. All sales and purchases of Digital assets via NTJ's Platform are **final**. The Company will not extend any returns or refunds to Users for their purchase(s), except as otherwise explained in this User Agreement.
- 17.9. At any time with 14 (fourteen) calendar days prior notice via e-mail to the email address indicated during registration for a NTJ Account, we may in our sole discretion terminate support for any compatible Digital assets (delisting). If you do not sell or send such Digital assets off your Account during this time, we have the right to withdraw balance of such delisted Digital assets from your Account and credit your Account with the market value of a compatible Digital asset (to be selected in our reasonable discretion).

18. Payments methods

- 18.1. NTJ only accepts payments through bank transfers. To make a deposit via this method, the User needs to submit a payment from his/her personal bank account to the company NTJ bank account. The User will first have to whitelist his payment details from his personal external bank account and that will be checked and needs to be approved by the Company before the User can process any bank transfer. After successful acceptance of the details provided by the User within the electronic form, the deposit transaction will be completed within the timeline indicated in our policies section on the Platform.
- 18.2. Withdrawals will be initiated manually by the Client and will be processed automatically or manually by NTJ depending on the Client's risk profile, transaction amount and/or NTJ's internal compliance rules.
- 18.3. Withdrawals can only be processed by verified users through a bank transfer with a manual acceptance.
- 18.4. In accordance with the Company's internal rules and requirements, considering the standards of International Payment Systems, bank transfer processing timelines, NTJ's approximate account funding times are:
- Deposits – up to 10 business days
 - Withdrawals – up to 15 business days.

The Company reserves the right to adjust the above-mentioned approximations when it is deemed necessary.

- 18.5. Should a User's funding (deposit or withdrawal) action not be within the processing timeline indicated above without a notification from the Company regarding the delay, the User must email NTJ providing detailed information on their payment issue. The Company will commence an investigation immediately and provide the results to the user in writing upon its completion. The timeline for completing an investigation will be set on a case-by-case basis.
- 18.6. NTJ reserves the right to suspend or block User's Accounts and or Funds in accordance with this User Agreement, including for but not limited to, investigation purposes. During these periods, Funds could become inaccessible to Users. Upon the conclusion of the investigation, should the User be found at fault, all expenses shall be borne by him/her.

19. Principles of the segregation process

The Company implements the following principal measures and controls to ensure that Users' Digital assets and Fiat funds are segregated from the Company's own assets and strictly used in accordance with user authorizations and regulatory requirements:

- 19.1. Segregation of FIAT funds:



NTJ segregates its Users' Fiat funds from NTJ company funds through a separate bank account with its licensed EMI provider. This provider is obligated to keep User Funds separate from its own funds pursuant to Article 10 of Directive 2015/2366/EU on payment services and Article 7 of Directive 2009/110/EC on the taking up, pursuit, and prudential supervision of electronic money institutions, as well as any local implementations thereof. Accordingly, NTJ has established Accounts with the provider solely for depositing User Funds.

NTJ does not have a Safeguarding Account for Fiat funds, therefore, User's Fiat Funds will be deposited by the EMI provider for no longer than until the end of the next business day after receipt. Once received, the User's Fiat Funds will be automatically converted in-to stablecoins and safeguarded in accordance with MiCA regulations. User's stablecoins will be held in designated wallets for safeguarding User Funds, separate from NTJ company funds. The stablecoins will remain safeguarded until the User or transaction is approved.

By signing this User Agreement, the User agrees that NTJ will safeguard User's Fiat Funds by converting them into stablecoins and holding them in a designated safeguarded wallet. The User acknowledges and accepts that NTJ is not required to obtain separate consent or approval from the User for each conversion.

All fees and other costs related to the first conversion of User's Fiat Funds to stablecoins are covered by NTJ, and the User is not charged for such transactions.

19.2. Strict prohibition of rehypothecation and segregation of Digital assets:

At NTJ, each User has a dedicated crypto vault Account that is separate from NTJ's own crypto vault Accounts. The reuse of Users' Digital assets or Funds for any purposes linked to lending, using as collateral, or engaging in any financial leveraging activities, is explicitly prohibited.

To ensure the highest level of security and integrity of User assets, NTJ utilizes systems, which offer robust, industry-leading technical specifications:

- (1) Multi-Party Computation (MPC) technology: We employ MPC technology to eliminate single points of failure. This means that private keys are never created in a single location, but rather, they are generated and stored in a distributed manner, ensuring that no single party ever has complete access to the key.
- (2) Institutional-grade security: NTJ provides a secure, enterprise-grade infrastructure for managing digital assets. This includes end-to-end encryption and secure transfer protocols that protect assets during every stage of their lifecycle.
- (3) Cold storage and hot wallet solutions: NTJ offers both cold storage and hot wallet capabilities. Cold storage provides the highest level of security for storing assets offline, while hot wallets enable secure, instant access to assets for trading or transactional purposes.
- (4) Tamper-proof security and insurance: The Platform includes tamper-proof security modules and comprehensive insurance coverage for digital assets, ensuring that User funds are protected against cyber threats and physical breaches.
- (5) 24/7 Monitoring and incident response: we offer continuous monitoring and a dedicated incident response team to quickly address and mitigate any potential security threats or anomalies.
- (6) Compliance and regulatory adherence: we meet stringent compliance and regulatory standards, including those set by GDPR, SOC 2 Type II, and other relevant frameworks. This ensures that NTJ's operations align with the highest standards of financial and data security.

19.3. Exclusive use for User transactions:



User assets cannot be used for the Company's operational expenses or liquidity management. This includes, but is not limited to, settling transactions on behalf of other users, funding operational deficits, or any form of offset against the Company's liabilities or obligations.

Moving forward, NTJ is committed to ensuring the absolute protection and segregation of User assets. The following legal stipulations are established to enforce this policy:

- Prohibition of commingling: User assets must be maintained in separate accounts and are not to be commingled with NTJ's corporate funds or assets. Each User's assets are to be held in dedicated Accounts.
- Operational expense restrictions: Under no circumstances will NTJ utilize User assets to cover operational expenses. This includes, but is not limited to, payroll, rent, utilities, and other operational costs associated with running the Company.
- Liquidity management prohibitions: User assets cannot be employed in any form of liquidity management for NTJ. This restriction ensures that User Funds are not used to manage cash flow, settle inter-company transactions, or address any liquidity shortfalls.
- Transaction settlement: NTJ is prohibited from using one User's assets to settle transactions on behalf of another user. Each transaction must be funded exclusively by the assets held in the respective User's Account.
- Offset against liabilities: User assets cannot be used as collateral or be offset against NTJ's liabilities or obligations. This prohibition extends to any financial leveraging activities, including borrowing, lending, or any form of financial engineering.
- Audit and compliance: NTJ will conduct regular audits and compliance checks to ensure adherence to these policies. Any deviations or breaches will be promptly addressed, with appropriate corrective measures taken to restore compliance.
- Legal recourse: Users have the right to seek legal recourse if there is any misuse or unauthorized use of their assets by NTJ. NTJ is liable for any damages incurred due to the breach of these stipulations.

20. Volatility

NTJ will not be liable for any price fluctuations of cryptocurrencies during periods of high transaction volume, illiquidity, fast movement, or volatility in the marketplace where the prevailing rate indicated on the platform at the time of your order does not match the actual market rate.

21. Electronic notices

By accepting this User Agreement Users consent to receipt of electronic communications, agreements, documents, receipts, notices, and disclosures by the Company in connection with your Account and/or use of NTJ's Services. These communications will be posted directly on the Platform, or sent by email. Users can unsubscribe to receiving electronic communications by emailing the Company at support@safe2transact.com.

Users desirous of a physical copy of the aforementioned notices can make a request via email no later than one month after the date that the communication was originally sent. All requests will be considered on an individual basis, and Users may be charged a processing fee for such requests.

22. Closing an Account

Users can close their Account or end their engagement with NTJ by making this request via email at support@safe2transact.com. Users will not incur a cost/fee for the processing of this request.

NTJ has the right to close a User's Account immediately and without notice if:



- The User has seriously or persistently breached this User Agreement (i.e. falsified any e-wallet, or Digital Assets address registration, exchange, or administration details provided to the Company, impersonated another person, or misrepresented his/her affiliation with a person);
- The User is no longer entitled to the Account or Services;
- The User has not submitted adequate information as requested;
- The User has dormant account for more than 12 (twelve) months;
- The User provided the Company with false or misleading information following a request by the Company, whether at the time of registration or during the course of the relationship;
- The User attempted to damage the Company or any third party through his/her access to the Platform;
- The User has used or is continuing to use NTJ's Services with monies derived illegally or fraudulently;
- The User is using the Account for a purpose not covered by this User Agreement (e.g. illegal gambling, fraud, money-laundering, terrorism, other illegal activities);
- The User has traded or is trading using misleading or inaccurate information or has taken advantage of a technical glitch, malfunction, failure, delay, default, or security breach on the Platform;
- The User is involved in any criminal activity whether linked to the Company or not;
- The User has placed the Company in a position vulnerable of breaking the law, regulations, codes of practice, court orders, requirements, obligations, or expose NTJ to actions or censorship from any government, regulator, or law enforcement agency; or
- The User has breached NTJ's security protocol or misused his/her account or security details.

In these cases, the Company can make a report to law enforcement bodies without providing any notice to the User. In addition, if the User's actions or inaction imposes economic costs to NTJ, the **User** shall be responsible for full repayment of all losses.

23. Inactivity on account

If a User's Account goes inactive for up to 12 months, the Company may restrict payments in or out of said Account to protect against fraud. The User will be notified in advance of this action. When a User's account goes inactive for a minimum of six months, the Company may impose a fee for maintenance purposes. This fee will be taken from the Digital assets or Fiat funds held in the Account. Please refer to the Fees Policy on our Website.

24. Unclaimed or disputed property

If for any reason a User's Account becomes inactive for an extended period of time (minimum of 24 months) and, there are no issues with the User and/or specific transaction from legal and compliance perspective, and the Company in good faith is unable to determine the User's whereabouts, and such Funds remain unclaimed, by agreeing to this User Agreement you agree that all such Funds shall be deemed to have been abandoned and will become the property of NTJ. Once this period has elapsed the User has no right to make a claim on those abandoned Funds.

If the Company receives evidence that Funds held in a User's Account are alleged to have been stolen or otherwise not lawfully derived, NTJ may place an administrative hold or freeze on the affected Funds on the User's Account. This hold or freeze may continue until such time when the dispute is resolved and the evidence of the resolution has been provided in an acceptable form to the Company. NTJ will not involve itself in any such disputes or arbitration of such disputes. The User agrees that the Company holds no liability or responsibility



for any losses, damages, adverse consequences, or reputational harm arising from or in connection with such actions taken by the Company.

25. Eligibility

NTJ prohibits the use of its Platform to Users residing or registered in the Financial Action Task Force's "Blacklisted" countries (e.g., Iran, Democratic People's Republic of Korea (North Korea)).

When registering to use NTJ's Platform on behalf of a legal entity, it must be confirmed and guaranteed that said legal entity is:

- duly organized and validly operating under the applicable laws in the jurisdictions where it was established;
- the applicant is duly authorized by said legal entity to act on its behalf.
- The applicant must further confirm and warrant that he/she:
 - Has not previously been suspended or banned from using NTJ's Platform;
 - Has full power and authority to enter into this User Agreement and in doing so will not violate any other agreement;
 - Understands the risks associated with using the Platform and is not prohibited or restricted from using the Platform based on the contents of this User agreement;
 - Will not use NTJ's services to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, for further violation of applicable AML/CTF legislation, or to deal in any illegal cryptocurrencies or fiat;
 - Will not trade or obtain financing on the Platform with anything other than legally obtained funds;
 - Is currently in compliance with all legislation that relates to or affects the Services conducted under this User Agreement;
 - Will not use any Funds directly or indirectly in the following circumstances:
 - as a Person from a sanctioned or prohibited jurisdiction;
 - on behalf of or for the benefit of a person from a sanctioned or prohibited jurisdiction;
 - in violation of or as a prohibited, restricted, or penalized person under applicable economic sanctions.
- Has not:
 - violated;
 - been fined, disbarred, sanctioned, subjected to economic sanctions, and related restrictions, or otherwise penalized;
 - received any oral or written notice from any government body concerning actual or possible violations; or
 - been in any report or notification received by the Company as the subject or target of PEP, sanctions, restrictions, penalties, enforcement actions or investigation under any applicable Laws;
- Has not promised, given, or authorized any payment, or offered, the provision of anything else of value, including any Digital assets, to a government official or an individual employed by another entity in the private sector in violation of the applicable anti-corruption laws;
- Will not falsify any registration and administration details provided to NTJ (before establishing and/or during the business relationships).



26. Liability

To the maximum extent permitted by Law or except as otherwise provided for in this User Agreement, NTJ, its service providers, officers, directors, agents, employees, or representatives will **not** be liable for any:

- Loss of profits or loss of expected revenue or gains;
- Loss of or damage to reputation or goodwill, i.e.: any loss of business or opportunity, Users or contracts, waste of overheads, management or other staff time;
- Loss of use of hardware, software, data and or any corruption of said data; including, but not limited, to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital currency price data; any error or delay in the transmission of such data; and or any interruption in any such data;
- Loss or damage whatsoever which does not stem directly from the Company's breach of this agreement.

27. No Waiver

Any failure by NTJ to exercise any of its respective rights, powers, or remedies under this User Agreement, or any delay by the Company, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by NTJ does not prevent the Company from exercising any other rights, powers, or remedies.

28. NTJ's extent of responsibility

The Company will make all efforts to assist its Users if something goes wrong on the Platform once the User has acted honestly and kept the Company informed.

The Company will not be responsible for any losses Users may suffer if NTJ is unable to perform its obligations under this agreement due to any legal, regulatory requirements, abnormal, or unforeseeable circumstances which could not have been avoided.

NTJ is not responsible for damages caused by delay or failure to perform undertakings under this User Agreement, when the delay or failure is due to:

- Fire;
- Strike;
- Flood;
- Wars;
- Power outages or failures;
- Acts of God or the state's enemies;
- Lawful acts of public authorities;
- Any and all market movements, shifts, or volatility;
- Security breaches or cyber-attacks;
- Criminal acts;
- Delays or defaults caused by common carriers;
- Acts or omissions of third parties, such as banking arrangements or relationships with other exchanges;; or,
- Any other delays, defaults, failures, or interruptions that cannot reasonably be foreseen or provided against.



- In the event of force majeure, NTJ is excused from any performance obligations and this User Agreement shall be fully and conclusively released from its commitments.

29. No warranty

The Company takes the utmost care regarding the quality and maintenance of its Platform for both user-friendliness and content. NTJ will take all reasonable measures to continue to provide correct and up-to-date information on its Platform.

All opinions and other content provided on the Platform are for personal and informational purposes only and are subject to change without notice. Nothing on NTJ's Platform should be considered solicitation, an offer, a recommendation to acquire or dispose of any services or to engage in any other transaction, or trade advice. Likewise, nothing contained on the Platform constitutes as investment, legal, tax, or other advice and is not to be relied on in making an investment or other types of decision(s). Users are encouraged to obtain relevant and specific professional advice before making any investment decision(s).

30. Property and intellectual property rights

The Company reserves all property and intellectual property rights on the Platform itself and on all its components. This includes, but is not limited to, any text, illustrations, layouts, and computer programs. The entire content of NTJ's Platform is subject to copyright with all rights reserved, and the information held is for personal use only. Users may not download (all or in part), transmit or modify the site without the Company's prior written consent. However, Users may print part or all of the information available on the Platform for personal use.

The trademark and logo are the exclusive property of NTJ and may not be reproduced. Users may not use any trademark, product or service name of NTJ, or any meta tags or other "hidden text" utilizing any trademark without prior written consent from the Company.

31. Hypertext links

Where hypertext links to third-party internet websites are provided on NTJ's Platform, such links are not an endorsement by the Company of any product or service on such websites. Except in the case of gross or intentional negligence or misconduct on NTJ's part, use of such links is used entirely at the risk of the User. NTJ accepts no responsibility or liability for the content, use, or availability of third-party websites.

Access to these internet sites is at the exclusive risk of the User, being fully aware that these internet sites may be subject to other terms and privacy policies than those applicable to NTJ's Platform. Likewise, no third-party is permitted to link any other website to NTJ's Platform without obtaining the Company's prior written consent.

32. Privacy

By accepting this User Agreement Users acknowledges that NTJ shall access, process, and retain any information provided, for the purposes of providing its Services. This does not affect any rights or obligations both parties have under the data protection legislation. Once your Account is closed, the Company will stop using your data for the aforementioned purposes, however, this data may be processed for other purposes.

The Company's Privacy Policy explains how information is collected, used, disclosed, transferred, and stored. Our Privacy Policy also sets out the User's rights to their information. NTJ's Privacy Policy is available separately on the Company's Platform at www.safe2trans-act.com/privacy-policy.php. Users will be notified when any changes have been made to this document.

33. Law enforcement requests

In the event of suspicion of money laundering or terrorist financing, NTJ can receive information requests in relation to its Users from law enforcement agencies around the world. Usually, these inquiries consist of two types of data: information about the Users' identities or information about User's trading activities. In these cases, the Company will review each inquiry to determine that it has a valid legal basis and ensure that only the data to which law



enforcement is entitled is provided. The Company reserves the right to make disclosures to authorities to protect itself, its associates, and its Users.

34. Communications sent by Internet users

NTJ wants to hear from you. Users dissatisfied with any of the Company's Services, or who have questions should contact us via the following e-mail address: info@safe2transact.com.

35. Applicable rules and competent authority

This User Agreement shall be governed by, construed, and enforced in accordance with the Laws of the Republic of Lithuania, and shall be interpreted in all respects as a contract valid under the laws of the Republic of Lithuania. As a User, you irrevocably and unconditionally agree and consent to the jurisdiction and venue of the courts of the Republic of Lithuania regarding any dispute, claim, or controversy arising out of or relating to:

- This User Agreement – its existence, breach, termination, enforcement, interpretation, or validity thereof, or,
- your Account - the operations, and Services offered on the Platform, or,
- your access to or use of the Services at any time.

If you are a consumer, we will resolve your complaint within 14 days as of the day of receipt of your complaint with sufficient information, unless any applicable Laws or regulations set out a shorter term. In all other cases, we will resolve your complaint within a reasonable time, however not longer than within 30 days as of the day of receipt of your complaint accompanied by sufficient information. Complaints shall be handled, and disputes shall be settled free of charge.

36. Applicability of the User Agreement

NTJ reserves the right to modify this User Agreement at any time as the Company strives to keep the Agreement relevant to changes in general law or regulations, decisions or recommendations made by a regulator or court, or new industry guidance and recommendations. The Company will only make changes for these reasons if it is reasonable to pass on the impact of that change. The User will be informed of such modifications via public updates available on the Platform.

The proposed changes to this Agreement will come into effect 30 (thirty) calendar days after the date of the notice, unless you have given us notice that you object to the proposed changes before they come into effect. Changes to the fees related to exchange services shall come into effect immediately without notice.

37. Governing language and translations

This User Agreement, Privacy Policy, and other agreements or communications notified through the Services have been drafted in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing document and any other translations thereof, the English language version of such documents shall govern and prevail.