



# GENERAL TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS

Updated on September 30, 2026

## I - PREAMBLE

This document constitutes the general terms and conditions of purchase/sale for all products and subscription to services (hereinafter referred to as the "General Terms and Conditions" or "GTC") governing the relationship between Coinstancy, a simplified joint stock company (hereinafter referred to as "Coinstancy") and any person applying for or holding an account or Contract opened in Coinstancy's books (hereinafter referred to as the "Customer" or the "Holder," and his/her designated agent(s), hereinafter referred to as the "Agent").

The Site, Products, and Services offered by Coinstancy fall within the crypto-asset industry. In this context, Coinstancy acts on behalf of and for the account of legal entities and individuals wishing to invest in possible transactions in one or more blockchain transaction consensus protocols (hereinafter referred to as the "Client(s)").

Coinstancy has developed software (hereinafter referred to as "the Platform") comprising user interfaces accessible via the Internet. Coinstancy offers the use of this Platform to its Clients, providing several services related to crypto-assets (or Digital Assets). These services are governed by these GTC (and the Special Terms and Conditions (hereinafter referred to as the "STC")).

Coinstancy therefore operates on the basis of a mandate received from its Customers on its Website in accordance with applicable regulations.

The current pricing conditions are listed on the fees policy page of the Website.



## **II - ACCEPTANCE AND MODIFICATION OF THE GTC**

### **AND SPC 1 - ACCEPTANCE**

All Customers and Agents are deemed to have expressly accepted these General and Special Terms and Conditions by ticking the box confirming acceptance.

The General and Special Terms and Conditions in force are sent to the Customer on a durable medium by email and can be consulted on the Website.

All Customers and Agents are deemed to have accepted these General Terms and Conditions and Special Terms and Conditions either expressly or by using Coinstancy's existing and future services, products, tools, and website.

### **2 - ACCEPTANCE OF CHANGES**

Any changes to the General and Special Terms and Conditions will be communicated by any means, including via the Website or by email to the Customer no later than 15 (fifteen) days before the proposed date of application. When a change is imposed by the Regulations, it may be applicable immediately. In any event, these changes will apply in full, to which the Customer agrees.

In the event of refusal, the Customer must submit a request to close their account to Coinstancy support by writing to [contact@coinstancy.com](mailto:contact@coinstancy.com) in accordance with the terms and conditions set out herein.

### **3 - WARNINGS**

To date, the services provided by Coinstancy relate to markets that are not governed by a harmonized European regulatory framework, with each national law providing or not providing specific rules for crypto-asset markets. As a result, the Customer is aware that, in addition to being a highly volatile market, they do not benefit from the same protections offered to individuals investing in financial instruments and using banking and financial service providers regulated by European law.

Under current French regulations, Coinstancy draws Clients' attention to the following risks relating to the acquisition and sale of crypto-assets:

(a) A crypto-asset is not a "currency" within the meaning of Article L. 111-1 of the Monetary and Financial Code, as only the CFP franc (XPF) is legal tender in French Polynesia;

(b) Crypto-assets cannot be classified as "electronic money" within the meaning of Article L. 315-1 of the Monetary and Financial Code;

(c) Coinstancy cannot guarantee the legal classification or price of crypto-assets;

The Customer understands and accepts that the Services relate to assets with a high level of risk that are not suitable for many inexperienced Customers. Due to the youth of the crypto-asset industry, the aforementioned regulatory status, and the high volatility of the market, Coinstancy cannot explain all the risks or how these risks apply to your particular circumstances. It is important to fully understand the risks associated with crypto-assets and Blockchain before deciding to acquire crypto-assets.

The Customer acknowledges that they fully understand the risks before purchasing crypto assets or subscribing to the Services offered by Coinstancy. In this regard, the Customer must have sufficient financial resources and knowledge to bear these risks and to closely monitor their crypto-asset holdings. In particular, the Customer is informed and acknowledges that the acquisition of crypto-assets of any kind presents a risk of capital loss.

The acquisition of crypto-assets on the market, of any kind whatsoever (even a "stablecoin"), presents a risk of total or partial loss of capital. It is recommended that the Customer not purchase crypto-assets with money that they cannot afford to lose. The Customer is solely responsible for the acquisition or non-acquisition and management of crypto-assets.

The Customer is aware and accepts that Coinstancy cannot be held liable for the total or partial loss of crypto-asset capital.

### **III - COINSTANCY TERMS AND CONDITIONS AND SOFTWARE LICENSE AGREEMENT**

#### **1 - DEFINITIONS**

**Blockchain security activities:** Staking activities.

**Crypto address:** The address represents a user's public identity on the blockchain. It enables communication between different wallets.

**Airdrop:** The free distribution of crypto assets by their issuers. Often, eligibility criteria—defined at the discretion of the issuers—must be met in order to benefit from this operation (trading amount, minimum deposit, use of a particular service on the platform, subscription to social media accounts, newsletter, etc.).

**APR:** The APR (Annual Percentage Rate) corresponds to the gross annualized interest rate.

**APY:** APY (Annual Percentage Yield) corresponds to the gross annualized interest rate, including previously earned interest (known as compound interest), at defined intervals.

**Blockchain:** Blockchain is a distributed ledger technology comparable to a public, anonymous, and tamper-proof accounting ledger. This technology for storing and transmitting information is secure, transparent, and operates without a central control body. It is designed so that each block of transactions contains the hash produced from the previous block, and is used by crypto-assets. By extension, a blockchain refers to a secure database that is distributed, as it is shared by its various users, containing a set of transactions whose validity can be verified by everyone.

**Client:** Any natural or legal person, consumer or professional, acting on their own behalf ("Agent"), who has completed the necessary verification steps to be entitled to purchase/subscribe to a Product and/or Service on the Coinstancy Site and is bound by this Agreement.

**Compounder:** This is an overlay of a protocol that allows for increased returns through the optimal use of the mechanisms of that protocol. (e.g., Beefy Finance, Yearn, etc.)

**Agreement:** refers to these General and Specific Terms and Conditions.

**Data:** Customer data and content that Coinstancy may be required to handle in the course of providing its Services. The Customer is responsible for backing up the Data.

**Personal Data:** any information relating to an identified or identifiable natural person.

**Counterparty:** Refers to a CEX (a CEX is a centralized crypto-asset exchange platform) or a DEX (a DEX is a decentralized crypto-asset exchange platform) with which Coinstancy carries out any transaction on behalf of and for the account of its Customers, including, but not limited to, the execution of orders received from and transmitted by the latter.

**Crypto-assets or Digital Assets:** All Digital Assets as defined by the Monetary and Financial Code and linked to Blockchains.

**Wrapped Crypto-assets:** A wrapped crypto-asset is a crypto-asset that refers to another crypto-asset. It is linked to the value of the underlying asset and can generally be exchanged for it (in which case it is said to be "unwrapped") at any time. It generally represents an asset that does not natively reside on the blockchain on which it is issued.

This wrapped crypto-asset also presents a risk of de-pegging or inaccessibility relative to its underlying asset.

**DeFi (Decentralized Finance):** Decentralized finance is based on automated protocols that provide financial services without a trusted third party and therefore peer-to-peer, thanks in particular to blockchain and smart contract technologies such as lending and borrowing, decentralized exchanges, and crypto-asset lending

crypto-assets (with or without collateralization), whose counterparties are notably but not exclusively decentralized protocols.

**DEX:** A DEX (decentralized exchange) is, as opposed to a CEX, a decentralized finance tool that allows, in particular, exchange transactions to be carried out without a trusted third party.

**Identifiers:** The unique identifier and password chosen or assigned to the Customer enabling them to access their personal space on the Site, as well as the two-factor authentication to be used as a minimum for the protection of their account.

**KYC:** The process of verifying the identity of a company's or individual's users – "know your customer" – to ensure that Customers comply with legislation relating to the prevention of corruption, money laundering, financial fraud, terrorist financing, and other regulatory obligations to which Coinstancy is subject.

**Applicable Data Protection Legislation:** (i) Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (EU Data Protection Directive), (ii) any law transposing the EU Data Protection Directive,

(iii) European Regulation No. 2016/679 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data from its date of application, and (iv) any regulations relating to the processing of Personal Data applicable during the term of the Agreement.

**Parties:** The Customer and Coinstancy.

**Peg and De-peg:** The Peg represents the parity established between an asset and its underlying asset. In particular, in the case of stablecoins backed by the US dollar, it is accepted that one token is equivalent to one dollar. By extension, the loss of parity that an asset may suffer in relation to its underlying asset is called de-peg. In the event that this 1:1 value is no longer respected, it is not due to volatility but to a failure, including, but not limited to, a blockchain, protocol, smart contract, or the crypto-asset itself.

**Crypto basket:** A crypto basket is the trade name given to Coinstancy's investment offering. A crypto basket is a set of crypto assets grouped around a single theme, in which the investment is proportional to the percentage of each crypto asset displayed.

**Product(s):** All products marketed by Coinstancy, descriptions of which can be found on the "Service" page of the Coinstancy website. The crypto-assets available on Coinstancy are also referred to as Products.

**DeFi Protocol:** DeFi, or decentralized finance, refers to all applications and services on assets digital using the Blockchain enabling the execution

exchange, transmission, or value creation operations, requiring little or no intermediaries.

**Redemption:** The transaction by which the Client withdraws all or part of a position on one of the crypto-assets and/or crypto-asset Services offered by Coinstancy. It is also commonly referred to as "unstaking," "destaking," or "withdrawal."

**Rebalancing:** Rebalancing is a reallocation process aimed at readjusting exposure to the various counterparties, protocols, and/or digital assets ordered by the Client in order to limit risk exposure.

**Applicable regulations:** The legal, regulatory, and administrative provisions, as well as the professional standards in force applicable to Coinstancy in connection with these GTC and CP.

**Data controller:** refers to the natural or legal person, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

**Service(s):** The service of storing crypto-assets on behalf of third parties, services for exchanging crypto-assets for legal tender or other crypto-assets, services for buying/selling digital assets for legal tender, and other services relating to digital assets.

**Site:** The website <https://coinstancy.com/> is operated by Coinstancy.

**Smart contract:** An automated computer program of an algorithmic nature capable of performing operations or producing scenarios on a Blockchain according to the conditions that were imposed when it was created, which notably enables lending operations.

**Stablecoin:** The term stablecoin refers to a type of crypto-asset issued on the blockchain, whether by a regulated entity, a decentralized autonomous organization (DAO), or even a decentralized finance (DeFi) protocol. Their value is most often backed by a fiat currency, such as the dollar or the euro. In some cases, they may be more tangible assets from traditional finance, such as gold, for example.

The parity between the stablecoin and its underlying asset can be maintained through various mechanisms (collateralization, algorithms, etc.).

Stablecoins are also subject to their own volatility risk, which in this case is the risk of "de-pegging" or "loss of parity," corresponding to a decoupling of the stablecoin's value from its underlying asset. In the event of de-pegging, there is a risk of total or partial loss of capital.

A stablecoin is not inherently volatile; a stablecoin must maintain its 1:1 value. If this 1:1 value is no longer respected, it is not due to

volatility but a failure, including, but not limited to, a blockchain, protocol, smart contract, or crypto-asset.

**Staking:** The activity known as "staking" may consist of giving digital asset holders the opportunity to immobilize, in exchange for consideration, a quantity of digital assets within a portfolio (or other medium) in order to assist a shared electronic registration system with a validation mechanism based on proof of stake or any equivalent validation mechanism. To this end, Coinstancy executes a mandate to receive and transmit orders on digital assets within the meaning of Article L54-10-2 of the French Monetary and Financial Code.

**Transaction:** A transaction between two users in which an amount of cryptocurrency is exchanged.

**Personal Data Breach:** refers to a security breach resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

**Wallet:** An electronic wallet used to store crypto-assets.

**White Paper:** An informational document dedicated to the presentation of a project or crypto-asset, including its key characteristics, its structural logic, and the elements and technologies used, which enable investors to assess its value, advantages, and risks.

## 2 - PURPOSE

These T&Cs and CP apply to the contractual relationship between Blue Shadow Webdev (trade name: Coinstancy), with capital of 200,000 FCP, registered under number TAHITI G51577, whose registered office is located at Papara, PK 35 côté mer, Centre Commercial Tamanu, local L20. BP 121605 - 98712 Papara (Tahiti), hereinafter referred to as "Coinstancy," and the Customer.

In addition to the Customer receiving these GTC and CP at the time of subscription, these GTC and CP are accessible and printable at any time via a direct link at the bottom of the Website's home page.

The Customer's acceptance of the GTC and PC is stored and archived in the computer systems in an unalterable, secure, and reliable manner.

Coinstancy reserves the right to modify the GTC at any time. In this case, the applicable conditions will be those in force on the date of the order (or Order) by the Customer, unless expressly agreed otherwise in writing and signed by both Parties. In any event, the new GTC and GTCP will be brought to the Customer's attention by email for current Contracts or by explicit acceptance when placing new orders.

The GTC and STC may be supplemented, where applicable, by technical instructions for use of the products and services sold on the Site. In the event of any contradiction, these GTC and STC shall prevail over the instructions for use, unless otherwise stated.

No general or specific terms and conditions of the Customer that have not been expressly approved by Coinstancy shall prevail over these GTC and GTCP.

### **3 - ACCESS TO THE SITE, PRODUCTS, AND SERVICES**

#### **3.1 - ACCESSIBILITY**

Customers are personally responsible for setting up the IT and telecommunications equipment required to access the Site. They shall bear the cost of telecommunications charges when accessing the Internet and using the Site.

Customers are entirely responsible for the proper functioning of their computer equipment, modem, and telephone line, as well as their Internet connection. Customers shall take care to ensure that this equipment does not present any problems or viruses and is sufficiently secure to prevent the risk of a third party gaining access to data relating to the Products and Services provided to Customers.

Customers shall make every effort to maintain this security. Customers shall ensure that there is no risk of hostile programs or viruses accessing and disrupting the Site's computer systems. In particular, Customers shall ensure the security of their computers by using and regularly updating antivirus and anti-spyware software and a personal firewall. In addition, Customers shall ensure that they use two-factor authentication on the email account used to communicate with Coinstancy.

Customers assume the technical risks associated with power outages, connection interruptions, malfunctions, or network or system overloads.

Furthermore, Customers are aware that they must contact the Internet service provider of their choice to access the Internet and the Site. In this context, Customers are aware that it is their responsibility to select their Internet service provider and to determine the terms of their relationship with the latter. Coinstancy cannot be held liable for risks relating to Internet access and risks relating to the remote transmission of data by or to Customers, particularly in the event of a dispute between Customers and their Internet service provider concerning the confidential/personal nature of the data transmitted, the cost of transmission, the maintenance of telephone lines and the Internet network, or service interruptions.



The Products and Services are accessible, subject to the restrictions set out on the Site:

- To any natural person with full legal capacity to enter into these GTC and CP. Natural persons who do not have full legal capacity may only access the Site, Products, and Services with the consent of their legal representative;
- Any legal entity acting through a natural person with the legal capacity to enter into contracts in the name and on behalf of the legal entity.

### **3.2 - REGISTRATION AND USE OF THE SITE**

Registration is completed by filling out an online form. Once the form has been completed and validated, the Site will send an email to confirm the user's email address.

Users who have completed the necessary verification steps to be entitled to purchase/subscribe to Products and/or Services on the Coinstancy Website are deemed to have entered into a business relationship with Coinstancy and are therefore considered Customers bound by these GTC and CP. When registering, the Customer undertakes to provide accurate and complete data and is required to fill in all the mandatory fields on the registration form.

The Customer will then confirm their registration by clicking on the button provided for this purpose.

Coinstancy reserves the discretionary right to refuse any request to enter into a business relationship.

### **3.3 - CUSTOMER COMMITMENTS**

The Customer guarantees that the information they provide on the Website is accurate, complete, truthful, lawful, and true, including the information appearing on their bank account details (RIB) used to make transfers in their favor.

The Customer undertakes to inform Coinstancy without delay of any change in their situation and in the information provided at the time of entering into a business relationship (such as, in particular, their civil status, capacity, main country of tax residence and, where applicable, their tax obligations in other countries and their contact details (address, telephone number, email)) and, where applicable, to make these changes themselves in their personal account. Coinstancy shall not be liable for any transfer errors resulting from incorrect information provided by the Customer.

When the Customer is a legal entity, they undertake to inform Coinstancy as soon as possible of any changes, in particular to their legal form, shareholding, and management, and, in general, of any event having a direct impact on their corporate life, including a change in senior management, the opening of collective proceedings, or the decision to liquidate the legal entity amicably. Similarly, the Customer undertakes to inform Coinstancy of the identity of the persons authorized to operate the account(s) opened on Coinstancy and shall remain solely responsible for the acts and/or transactions carried out by its agent(s).

The Customer also undertakes to respond to any request for updates by Coinstancy. Failure by the Customer to update their information may result in the deletion of the Customer's Account. Coinstancy cannot be held liable for the consequences of failure to update information and personal data relating to the Customer.

Each Customer generally has the following obligations:

- I. Comply with applicable laws and regulations;
- II. Behave fairly towards Coinstancy and other Customers;
- III. Respect the intellectual property rights held by Coinstancy;
- IV. Provide only accurate, complete, and truthful information;
- V. Not make any commitments on behalf of a third party; and
- VI. Comply with and apply the tax laws of your country.

The Customer authorizes Coinstancy to use address-related information and to communicate it to any service provider responsible for sending mail. Postal items with Coinstancy will be sent via the address provided by the Customer.

In the event of a breach of the GTC and CP by the Customer, Coinstancy reserves the right to suspend access to the Accounts of the Customers concerned and may terminate the business relationship at any time. The Customer will be informed of this as soon as possible.

#### **4 - CUSTOMER OBLIGATIONS**

(a) The Customer shall cooperate with Coinstancy in order to provide it, as soon as possible, with all information deemed useful and requested, in order to ensure the successful provision of the service.

(b) The Customer undertakes to comply with the laws and regulations in force when using the Website.

(c) The Customer acknowledges having read on the Website the characteristics and constraints, particularly technical ones, of the entire Website. The Customer is solely responsible for their use of the Website.

(d) In particular, the Customer is solely responsible for the proper completion of all formalities, including administrative, tax, and/or social security formalities, and for all payments of contributions, taxes, or duties of any kind that may be incumbent upon them in connection with their use of Coinstancy Products and Services. Coinstancy shall in no way be held liable in this regard.

(e) The Customer is informed and accepts that the use of the Site, Services, and Products requires an Internet connection and that the quality of the Site, Services, and Products depends directly on this connection, for which the Customer is solely responsible.

(f) The Customer undertakes to provide Coinstancy with all information necessary for the proper performance of Coinstancy Services.

(g) More generally, the Customer undertakes to cooperate actively with Coinstancy with a view to the proper performance of these GTC and CP.

## **5 - IDENTIFICATION**

Username are personal and confidential. They may only be changed at the Customer's request. For security reasons, Coinstancy may require the Customer to change their password.

The Customer is solely and entirely responsible for the use of their Identifiers and undertakes to make every effort to keep them secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever.

The Customer shall be liable for the use of their Login Details by third parties or for any actions or statements made through their personal account, whether fraudulent or not, and shall indemnify Coinstancy against any claims in this regard.

Furthermore, Coinstancy is not liable in the event of identity theft. If the Customer has reason to believe that someone is fraudulently using their identification details or account, they must immediately inform Coinstancy, which will take the necessary measures.

In the event of loss or theft of any of their Identifiers, the Customer is liable for any harmful consequences of such loss or theft and must use the procedure for changing them as soon as possible. They must immediately report this to Coinstancy.

If the Customer becomes aware that another person has accessed their personal account, they must immediately inform Coinstancy by email at the following address: [contact@coinstancy.com](mailto:contact@coinstancy.com)

Any use of the Site that is fraudulent or that contravenes these terms and conditions will justify the refusal of access to the Customer's personal account at any time.

Access to the customer account is protected by enhanced authentication measures including a unique username, a password that complies with security standards, two-factor authentication, and a PIN code. These measures ensure that only the Customer or their duly authorized representatives can initiate transactions.

## **6 - PERSONAL DATA**

The privacy policy on the Site tells you what personal data we collect about you, how we use it, and what measures we take to protect it in connection with your use of the Site and/or your business relationship with Coinstancy.

In connection with the performance of this Agreement, the Parties may collect personal data (such as last names, first names, and work email addresses).

As the data controller, each Party undertakes to collect, process, and store such data in strict compliance with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, applicable as of May 25, 2018 (hereinafter, "the European Data Protection Regulation"). Furthermore, Coinstancy undertakes to process its Customers' personal data in strict compliance with the regulations applicable in French Polynesia, including the provisions of deliberation no. 2008-24 APF of December 4, 2008 relating to information technology, files, and freedoms, as well as any applicable national or European legislation on data protection. In the event of personal data being transferred outside French Polynesia, Coinstancy guarantees that such transfers are subject to appropriate safeguards in accordance with the legal requirements in force. The Customer has the right to access, rectify, delete, and object to the processing of their personal data, which they may exercise by contacting Coinstancy at the following address: [contact@coinstancy.com](mailto:contact@coinstancy.com) .

In this regard, each Party undertakes, on the one hand, to inform its own employees, or any other persons concerned, of the collection and processing of personal data concerning them by the other Party for the purposes of this Agreement in accordance with Articles 13 and 14 of the European Data Protection Regulation, and, secondly, guarantees the other Party that the persons concerned by this collection will have the rights relating thereto in accordance with Articles 15 to 22 of the European Data Protection Regulation.

In the event that one of the Parties is required to process data on behalf of the other Party, it undertakes in particular to comply with all the obligations stipulated in Article 28 of "Regulation 2016/976 and to ensure that authorized persons have access to personal data only to the extent necessary for the performance of their duties, and undertakes to respect the confidentiality of this Agreement.

With regard to security, the Parties undertake to implement and maintain throughout the term of the Agreement all technical and organizational measures, in particular all security measures appropriate to the nature of the personal data processed and the risks presented by any processing carried out.

Coinstancy undertakes to process its Customers' personal data in strict compliance with the regulations applicable in French Polynesia, including the provisions of deliberation no. 2008-24 APF of December 4, 2008 relating to information technology, files, and freedoms, as well as any applicable national or European legislation on data protection.

In this regard, the Parties guarantee that such transfers are made:

- (i) within the European Union, or
- (ii) to one of the countries deemed to offer an adequate level of protection by decision of the European Community.

In the event that Transfers are made or are likely to be made to destinations other than those listed in (i) to (ii) above, the Parties undertake to comply with the provisions of the "Standard Contractual Clauses" drawn up by the European Commission and Article 46 of the European Data Protection Regulation, any instructions from Coinstancy, and to carry out a transfer impact assessment in accordance with the recommendations set out by the European Data Protection Board (EDPB) in its Recommendations 01/2020 of June 18, 2021.

#### In the event of subsequent subcontracting:

On the date of entry into force of this Agreement, the Customer hereby grants Coinstancy general authorization to use Subcontractors to perform the services ordered by the Customer. Coinstancy undertakes to inform the Customer of any planned changes concerning the addition or replacement of Subcontractors, thus giving the Customer the opportunity to object to such changes. In this case, the Parties shall meet to discuss and find an alternative solution acceptable to both Parties, which may include the selection of another Subcontractor and/or a modification of the Services and/or a modification of the price of the Services.

In any event, Coinstancy shall require its staff and Subcontractors to comply with the Applicable Data Protection Legislation and shall impose the same obligations on its Subcontractors with regard to the protection of

Data as those incumbent upon Coinstancy and as defined in this Agreement. Its personnel and Subcontractors are also bound by an obligation of confidentiality. In any event, Coinstancy remains fully liable for any breach of this article by its personnel or Subcontractors.

In the event of a personal data breach:

If Coinstancy identifies a personal data breach, Coinstancy will notify the Customer as soon as possible after becoming aware of it. In such circumstances, taking into account the nature of the Processing and the information available, Coinstancy undertakes to provide the Customer with the following information:

- the name and contact details of the Data Protection Officer (DPO) or another contact point from which further information can be obtained;
- the nature of the Personal Data breach, including, where possible, the categories and approximate number of individuals affected and the Customer's Personal Data concerned;
- the likely consequences of the Personal Data breach;
- the measures taken or proposed to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

If and to the extent that it is not possible to provide the information at the same time, it may be provided in stages, without undue delay.

It is understood between the Parties that in the event of a breach by either Party of its obligations under this Agreement, including in the context of a claim against one of the Parties corresponding to its share of responsibility for the damage suffered by a Data Subject, the provisions of the Agreement shall remain fully applicable.

## **7 - CONFIDENTIALITY**

The Parties agree that the information exchanged during the performance of the Agreement is confidential, including the Deliverables and, in general, any document provided to the Client under the Agreement, the intellectual property of the Parties, the list of suppliers, financial data, etc. (hereinafter, "Confidential Information").

However, the obligations stipulated in this article shall not apply to information that:

- (i) are known to the receiving Party without any obligation of confidentiality at the time of disclosure by the other Party, or

(ii) is or has entered into the public domain through no fault of the receiving Party, or

(iii) are legitimately obtained by the receiving Party from a third party who, in making such disclosure, does not breach any confidentiality obligation, or

(iv) are independently developed by the receiving Party, or

(v) are disclosed by the disclosing Party to a third party without any obligation of confidentiality, or

(vi) are disclosed pursuant to law, regulation, or a final court order.

In such cases, the Party that disclosed the information shall only be liable if the following conditions have not been met:

- it has previously informed the Party that communicated the information in writing of the obligation to disclose, and

- it has limited the disclosure to what was strictly necessary to fulfill its obligations, or

(vii) it is disclosed by the receiving Party with the prior written consent of the Party to whom it belongs.

This Confidential Information may not be disclosed to third parties, disseminated or reproduced in any form or on any medium whatsoever, and may only be used by either Party in connection with the performance of the Contract.

Consequently, each Party undertakes and guarantees on behalf of its personnel, suppliers, or subcontractors to preserve the confidentiality of the Confidential Information obtained from the other Party in connection with the Contract and not to disclose it or make it available to third parties, to take all measures to ensure that these provisions are passed on to said third parties, and to take the same precautions to preserve the secrecy of Confidential Information as those it usually observes for its own Confidential Information.

In particular, each Party undertakes to:

(i) use the Confidential Information solely for the purpose of performing the Agreement;

(ii) disclose Confidential Information only to members of its team who need to use such information for the performance of the Contract. In this regard, each Party undertakes to inform its personnel of the confidential nature of the Information.

The confidentiality obligation shall remain in force for the duration of the Parties' collaboration and for five (5) years after its termination, regardless of the reason for termination.

In addition, upon expiration or termination of the Agreement, each Party shall either return to the other Party all documents containing Confidential Information or assure the other Party that all Confidential Information in its possession has been destroyed. Under no circumstances may a copy of the documents containing Confidential Information be retained, unless they must be retained for evidentiary purposes.

## **8 - ACCEPTANCE OF RISKS**

- (a) The Customer undertakes and acknowledges that they understand the field of crypto-assets, the Products/Services provided by Coinstancy, and the Blockchain mechanism (and, where applicable, more specifically the mechanisms of Staking Activity and DeFi Activities). The Customer understands and accepts that Coinstancy does not in any way aim to replace the Customer in their knowledge.
- (b) The Customer acknowledges that they understand and are aware that crypto-asset markets are decentralized and partially or minimally regulated. The Services and Products offered by Coinstancy therefore relate to markets that are not governed by any specific, harmonized legal framework.
- (c) The prices of crypto-assets are subject to drastic and unpredictable fluctuations over a very short period of time. The asset may be reduced to zero value.
- (d) The Customer also understands that they should not subscribe to the Services unless they have the necessary knowledge and expertise, understand the characteristics of the underlying crypto-assets purchased, the White Paper, and their exposure to risks.
- (e) Blockchains are independent public peer-to-peer networks and are not subject to Coinstancy's control. The Customer understands that errors, faults, and/or violations may occur in the Blockchain and/or on the Smart Contract and could result in a decrease or loss of value.
- (f) The Customer is informed and acknowledges that Coinstancy is not subject to regulatory capital requirements and is not a member of a deposit guarantee fund. Consequently, Coinstancy does not have sufficient financial resources to satisfy claims in the event that digital assets are lost, stolen, or destroyed. Similarly, the Customer cannot submit a claim for compensation to a deposit guarantee fund. In the event of loss, in particular but not exclusively, the ability to return and/or reimburse may be limited.

## **9 - PRODUCTS AND SERVICES**



Coinstancy has developed software accessible in the form of a platform comprising user interfaces accessible on its Website.

Coinstancy grants the Customer, in return for payment of the various fees, a license to use the Coinstancy Platform by the Customer and Designated Users, effective upon acceptance of these GTC and CP.

Coinstancy may, at its discretion and without notice, place daily, weekly, or monthly limits on capital deposit and withdrawal Transactions on or from the Coinstancy platform, which can be viewed on the Customer's interface.

The information provided by the Customer when entering the details of their order is binding on them.

Order summaries and invoices are archived on a reliable and durable medium that may be considered, in particular, as a means of proof.

## **9.1 - DIGITAL ASSET SERVICES**

### **(a) Digital asset custody agreement**

#### **1. Purpose and scope**

This agreement sets out the terms and conditions under which Coinstancy provides, on behalf of the Customer, a digital asset custody service, including the backup and security of access means (keys/key parts), the keeping of individualized records, the segregation of Clients' assets from those of Coinstancy, and the return of said assets at the Client's first request, subject to applicable legal and regulatory provisions. The assets concerned are stablecoins and a limited range of tokens listed and supported by Coinstancy; the service does not include investment advice or the reuse of assets without the Client's express consent.

#### **2. Opening and operation of the custody account**

Access to the service is subject to prior KYC/KYB validation and the usual compliance checks. Once this has been completed, a custody account is opened in the Client's name, allowing the deposit, holding, and return of supported digital assets. Coinstancy may refuse to open or suspend the service in the event of non-compliance, incomplete information, or serious indications of ML/TF risk or international sanctions.

#### **3. Security and custody system**

Coinstancy implements appropriate technical and organizational controls, including: storage on institutional-grade infrastructure (multi-signature/MPC or equivalent approval policies), multi-factor authentication, management of authorizations according to the principle of least privilege, logging of access/operations, encryption of communications, as well as regularly tested backups and a business continuity plan. Coinstancy remains solely responsible to the Customer for the proper performance of the service, including when specialized service providers are engaged.

#### 4. Segregation, records, and reporting

Client assets are segregated from Coinstancy's own assets. Coinstancy maintains individualized records at all times to identify, for each Client, the quantity and nature of the assets held, movements and balances, and to reconcile this information with technical records (on-chain and systems). Upon reasonable request, Coinstancy will provide the Client with a dated statement of its positions.

#### 5. Deposits, orders, and withdrawals

Deposits are deemed effective after network confirmation and compliance checks. Withdrawals are executed at the Client's request via authenticated channels; Coinstancy may request additional information to secure the instruction. Processing time: 6 business hours from receipt of a complete and compliant order; additional delays may result from network congestion or external technical events. In the event of cessation of activity or activation of the continuity plan, Coinstancy shall take the necessary measures to return the assets as soon as possible and no later than 7 business days, unless legally prevented from doing so.

#### 6. Non-reuse and no lending

Unless specifically agreed in writing by the Customer, Coinstancy does not reuse the digital assets held (no lending, pledging, or rehypothecation). Assets are kept segregated in terms of accounting and operations.

#### 7. Supported networks, protocol events, and incompatibilities

Coinstancy specifies the list of supported networks and may, for security, liquidity, or compliance reasons, temporarily suspend certain chains/assets. Protocol events (hard/soft forks, airdrops, network changes) are handled in the best interests of Clients, taking into account security and liquidity.

Coinstancy may decide not to support an event when there is a significant risk. Assets that are not supported or become incompatible may be subject to prior restitution or a reasonable grace period, which will be communicated to the Client.

## 8. Fees, limits, and network fees

The applicable fees (custody, specific transactions, withdrawals) are specified in the current fee schedule and may include network fees (gas) and, where applicable, minimum withdrawal limits or operational cut-off times. Any changes to the fee schedule will be notified in accordance with the terms and conditions of the GTC & CP.

## 9. Customer obligations

The Customer undertakes to maintain an up-to-date KYC/KYB file, to provide, on request, any reasonable supporting documents (in particular regarding the origin of funds), to secure their means of access, to refrain from carrying out illegal transactions, and to provide accurate and compatible destination addresses. Coinstancy is not responsible for the loss of assets sent to an incorrect or unsupported address provided by the Customer.

## 10. AML-CFT, sanctions, and asset freezing

Coinstancy complies with LCB-FT obligations and international sanctions. In the event of a report, an injunction from the authorities, or an asset freeze measure, Coinstancy may immediately block assets and suspend all transactions. The Customer acknowledges that they may not be informed of any suspicion or action taken by the competent authority, in accordance with the applicable rules.

## 11. Incidents, business continuity, and security

In the event of an incident affecting the availability of the service, Coinstancy implements its continuity and recovery plan (restoration from backups, re-routing, containment measures). Coinstancy keeps the Customer informed of any significant impacts and estimated recovery times, where permitted by regulations and without compromising security.

## 12. Liability and limitations

Coinstancy assumes a reinforced obligation of means for the secure storage and return of assets. Coinstancy cannot be held liable for external events

beyond its reasonable control, including: blockchain protocol failures, unpublished software vulnerabilities, extreme network congestion, force majeure, decisions by authorities, or events attributable to the Customer (incorrect addresses, compromise of its credentials). No provision excludes Coinstancy's liability in the event of gross negligence or fraud.

### 13. Complaints and mediation

Any complaint relating to this service is handled in accordance with the "Complaints and mediation" section of the T&Cs (acknowledgment and response times, channels, remedies). Coinstancy keeps a record of complaints and implements the necessary corrective measures where appropriate.

### 14. Duration, suspension, and termination

This agreement takes effect upon acceptance of the GTC & GTCP and remains in force for as long as the custody account is open. The Client may terminate it at any time by requesting the return of their assets and the closure of the account, subject to any ongoing transactions, any fees due, and legal constraints (freezing, investigation). Coinstancy may suspend or terminate the agreement in the event of serious breach by the Client, proven risk to security or compliance, or at the request of an authority.

### 15. Personal data

The data processed as part of the service is managed in accordance with the data protection policy; the Customer has all the rights provided for by the regulations.

### 16. Modifications to the agreement

Coinstancy may adapt this agreement to take into account legal, regulatory, technical, or security developments. Any modification shall come into force in accordance with the notification and enforceability procedures provided for in the GTC & CP; continued use of the storage service implies acceptance of the new provisions.

### 17. Acceptance and proof

This agreement is accepted electronically upon registration and each time the GTC & CP are updated, in accordance with the acceptance mechanism by validation (click); application logs and time stamps are authentic until proven otherwise.

(b) Other services on Digital Assets These

services are subject to the CP (see Title V).

Coinstancy applies a strict policy for the storage and return of digital assets:

- Customer assets are recorded separately from Coinstancy's own funds and cannot be reused without the Customer's express consent.
- Returns are made as soon as possible and within a maximum of 7 business days in the event of cessation of business.
- Coinstancy remains liable to its Customers, including when it uses Circle for its custody infrastructure.
- If restitution is definitively impossible, Coinstancy will compensate the Customer.

## 10. FEES AND INVOICES

Coinstancy reserves the right to modify the price of the Services (in particular withdrawal fees) at any time, it being understood, however, that the price stated in the order confirmation shall be the only price applicable to the Customer.

The price is expressed in euros (€) or US dollars (\$), including all taxes (TTC) or as a percentage (%) of the amount invested.

Invoices will be sent by email to the Customer's address.

Invoices are payable within thirty (30) days of the invoice date. In the event of late payment, penalties are payable on the day following the invoice payment date and are calculated on the basis of the latest ECB refinancing rate plus ten (10) points, without the need for prior formal notice. A fixed compensation of forty (40) euros for collection costs is also due without the need for prior formal notice.

In addition, any unpaid invoice may be subject to formal notice by registered letter with acknowledgment of receipt. If this remains without effect within eight days and in accordance with Article 1219 et seq. of the Civil Code, CGI reserves the right to suspend the performance of services until the invoices have been paid, without such suspension being considered a termination of the Contract by CGI, notwithstanding any damages to which CGI may be entitled as a result of non-payment and the resulting losses.

suspension being considered a termination of the Contract by CGI, notwithstanding any damages that CGI may claim as a result of non-payment and any resulting losses. Invoices are in Euros for payment in Euros.

Any application of Article 1223 of the Civil Code is subject to prior discussion between the Parties, it being understood that the agreement reached must be formalized by means of an amendment. In the absence of agreement within fifteen (15) days, the Parties shall call upon an amicable expert, who is a specialist in the sector, who shall have an additional period of fifteen (15) days from the written request of the Parties to carry out his mission and submit his report. The costs of this expert opinion shall be shared equally between the Parties. The price proposed by the expert shall be binding, unless otherwise agreed by the Parties.

## **10.1 - WITHDRAWAL PROCEDURES AND SPECIFIC CASES**

### **10.1.1 - WITHDRAWAL PROCEDURES**

The standard withdrawal procedure works as follows. The customer goes to the tab "Withdrawal" and choose the type of withdrawal to be made between a bank account or a crypto address.

- In the case of a withdrawal to a bank account, the customer must enter their bank details and then validate the form. They can then select the bank account entered, validate the amount to be withdrawn, and then confirm the withdrawal.
- For withdrawals to a crypto address, the customer must confirm the amount to be withdrawn, select the currency to be withdrawn, choose the withdrawal blockchain, select the desired stablecoin, enter the crypto address, and confirm the withdrawal.

Withdrawals are generally validated within 6 hours, which may be extended at Coinstancy's discretion if additional verification is required. Receipt times depend on the type of withdrawal, the platforms, and also the blockchain.

### **10.1.2 - SPECIFIC CASES**

- If Coinstancy terminates its relationship with existing customers, the return or transfer of their digital assets and cash to another entity will be carried out as follows. The customer will be informed of the upcoming closure of their account within one month of the date the email is sent. A second reminder email will be sent 14 days later. The email will ask the customer to withdraw their funds using the standard withdrawal procedure, either in cryptocurrency to a cryptocurrency address or in euros to a bank account.

- If Coinstancy ceases all marketing of its products to new French customers, France will be added as a country not accepted by our KYC provider. This means that users can register but cannot become customers, as there is no KYC, and therefore cannot deposit or withdraw funds.
- If Coinstancy initiates the dissolution of the company, the funds held in the Coinstancy account will be converted into euros and sent to the customer's specified bank account. If the customer has not specified a bank account, the funds will be converted in full into the cryptocurrency of the most recent deposit and sent back to the address from which the cryptocurrency was sent.

If a customer does not respond during the entire period and despite reminders, the funds held in the Coinstancy account will be converted into euros and sent to the bank account provided by the customer. If the customer has not provided a bank account, the funds will be converted in full into the cryptocurrency of the last deposit and sent back to the address from which the cryptocurrency was sent.

## **10.2 - COMMISSIONS AND PRICES**

### **10.2.1 - SERVICE PROVISION COMMISSION**

The remuneration paid to the Client is net of service fees. Service fees are deducted in accordance with the terms and conditions set out below :

(a) For Staking activities, the Client shall pay, as service fees, a percentage of the rewards generated, which percentage varies depending on the Service and is displayed on the Website. These service fees invoiced by Coinstancy shall be subject to VAT at the applicable rate. Coinstancy shall bear all costs associated with the execution of the Client's orders.

(b) For Savings activities, Coinstancy is remunerated on the difference between the performance achieved through diversification across the various protocols (DeFi) and compounding (DeFi) used and the interest rate (APY) paid to Clients. Coinstancy shall bear all costs associated with the execution of the Client's orders.

(c) For Crypto Basket activities, the Client shall pay, as service fees, a percentage of the profit generated, as well as a fixed monthly percentage, which vary depending on the Service and are displayed on the Website. These service fees charged by Coinstancy shall be subject to VAT at the applicable rate. Coinstancy shall bear all costs associated with the execution of the Client's orders.

## **10.3 - REDEMPTION**

### **10.3.1 - STAKING**

(a) In the event of a Redemption initiated by the Client, within the framework of a Staking Agreement, Coinstancy will return the deposited crypto-assets to the Client after the protocol's lock-up period has been respected, if applicable.

(b) In the event of a Redemption initiated by the Client under a Lending Agreement, the Client shall choose the crypto-asset in which they wish to make the redemption from the options available to them. The redemption period is 24 hours.

Coinstancy will return the crypto-assets selected by the Customer after the protocol's blocking period has been observed, if applicable.

(c) The Customer may request a Redemption at any time. However, they acknowledge that Staking on certain crypto-assets may have specific time limits. The Redemption period (known as "unstaking" or "withdrawal") is displayed in the specific terms and conditions for each Staking, Pre-Staking, or Lending transaction on the Website, which are also accepted by the Customer upon subscription.

## **10.4 - CRYPTO-ASSET CONVERSION FEES**

Each purchase or sale of crypto-assets may be subject to fees. Conversion fees vary depending on the selected crypto basket. The Customer can obtain an estimate of the exchange fees associated with their transaction by reading our Fee Policy (indicated on the Coinstancy Website) and when buying or selling on the Website's exchange module.

The total amount includes a safety margin to ensure that the order is executed despite fluctuations in the price of crypto assets on the market.

## **10.5 - CRYPTO-ASSET WITHDRAWAL FEES**

(a) Withdrawal of crypto assets to a wallet external to Coinstancy.

Each withdrawal of crypto-assets is subject to a "Withdrawal Fee." This fee includes Blockchain fees, fees charged by the platforms necessary for the transaction, and Coinstancy service fees.

These fees may be covered in full by Coinstancy in the event of a promotional offer.



(b) Withdrawal of crypto-assets involving conversion into legal tender

Withdrawals of crypto-assets involving conversion into legal tender can be made daily at the Customer's request. This conversion will be executed via Monerium EMI ehf.

The withdrawal will convert the crypto-assets into electronic money tokens (e-money tokens) issued by Monerium (e.g., EUR<sub>e</sub>, GBP<sub>e</sub>), and then a bank transfer in legal tender will be made to the Customer's bank account via the appropriate SEPA or IBAN system.

This transaction may involve fees, as defined in Monerium's fee schedule, which the Customer acknowledges having consulted on Monerium's website or via contractual documents, as well as fees charged by the platforms necessary for the transaction and Coinstancy service fees.

(c) Withdrawal of crypto-assets from Crypto Baskets to the Customer's Wallet.

Each withdrawal of crypto-assets from Crypto Baskets to the Customer's Wallet is subject to fixed and variable fees defined by Coinstancy in its Fee Policy.

## 11 - DISPUTES AND CLAIMS

Any complaints relating to Coinstancy's services may be addressed:

- by email to: [contact@coinstancy.com](mailto:contact@coinstancy.com) ,
- by mail to: BLUE SHADOW WEBDEV Papara, PK 35 côté mer, Centre Commercial Tamanu, local L20. BP 121605 – 98712 Papara (Tahiti),
- or via the form available online on our website.

Coinstancy will acknowledge receipt of any complaint within ten business days and respond with a reasoned response within a maximum of two months.

In the event of persistent disagreement after the response, the customer may refer the matter free of charge to a competent mediator, whose contact details will be provided on request, or, for individual customers in the European Union, use the European Online Dispute Resolution (ODR) platform, available at the following address: <https://ec.europa.eu/consumers/odr>.

The Customer shall refrain from contesting any transaction carried out on the initiative of one of its legal representatives whose termination of office has not been notified to Coinstancy.

The Professional Customer has fifteen (15) calendar days from receipt of the order confirmation notice (or Order) to make any dispute.

Consumer Customers have the legal period indicated in "Legal guarantees due to Consumer Customers" in Article 19 of these GTC.

## **12 - REFUNDS**

Regardless of the method of payment, refunds will be made in euros by bank transfer, except in the case of payment made by a third-party service provider, which allows a refund to be made by the same method used for payment.

## **13 - COINSTANCY'S OBLIGATIONS REGARDING PRODUCTS AND SERVICES**

(a) Coinstancy undertakes to perform its contractual obligations described herein with regard to a general obligation of means. Coinstancy is automatically released from any commitment relating to the commencement of performance if:

- (i) The payment terms have not been observed by the Customer;
- (ii) The information, documents, or services that the Customer is responsible for providing under these terms have not been delivered within a reasonable time;
- (iii) In the event of force majeure as provided for below.

(b) The service will be performed within a reasonable time frame. Compliance with the reasonable duration of the service will be conditional upon the time required to collect information from the Customer and the Customer's compliance with its contractual obligations.

(c) The Client shall be informed of any event likely to cause a delay in the performance of this Agreement.

## **14 - DUTIES OF CARE – ANTI-CORRUPTION**

Coinstancy is required – due to criminal provisions punishing corruption or money laundering from drug trafficking or the laundering of the proceeds of any crime or offense – to obtain information from its Customers for transactions that appear unusual, particularly due to their terms, amount, or exceptional nature compared to those previously processed by them. Coinstancy is subject to the vigilance obligations imposed by the regulations in force in French Polynesia, in particular the provisions of the Monetary and Financial Code applicable locally and the texts relating to the fight against

money laundering and terrorist financing. As such, Coinstancy may require the Customer to provide additional documents and information, suspend certain transactions, or report suspicious transactions to the competent authorities. The Customer acknowledges that failure to provide the requested documents or the provision of inaccurate or incomplete information may result in the suspension or closure of their account, without prejudice to any legal action that may be taken.

The Customer undertakes to report to Coinstancy any transaction that is unusual in relation to the transactions usually recorded on their account and to provide Coinstancy with any information or supporting documents required.

Coinstancy is an ethical company that attaches particular importance to the fight against fraud and corruption and expects any person or company in relation to the Customer to adhere to the same principles and scrupulously comply with the regulations in force.

Consequently, the Customer undertakes to irrevocably comply with the provisions of this article.

- Any breach by the Client of the provisions of this article shall be considered a serious breach entitling Coinstancy, at its discretion, to terminate this Agreement without notice or compensation, but subject to any damages that the Service Provider may claim as a result of such breach. The Customer guarantees that any person, natural or legal, acting on its behalf within the framework of this Agreement Will comply with all regulations relating to the fight against corruption;
- Will not, by action or omission, do anything that could engage Coinstancy's liability for non-compliance with existing regulations aimed at combating corruption;
- Will implement and maintain its own policies and procedures relating to ethics and anti-corruption;
- Inform Coinstancy without delay of any event that comes to its attention and that could result in the obtaining of an undue advantage, financial or otherwise, in connection with this Agreement;
- Provide Coinstancy with all necessary assistance in responding to a request from a duly authorized authority relating to the fight against corruption.

The Customer shall indemnify Coinstancy for any consequences, including financial consequences, of any breach by the Customer of the obligations set forth in this article.

The Customer hereby authorizes Coinstancy to take any reasonable measures to ensure strict compliance with the obligations set forth in this article.

The Customer undertakes to inform Coinstancy without delay of any information that comes to its attention and that could give rise to its liability under this article.

It is understood that no obligation under this Agreement shall result in Coinstancy being required to breach its obligations relating to the fight against corruption.

## **15 - LIABILITY – FORCE MAJEURE**

### **15.1 - GENERAL**

Coinstancy declines all responsibility for the use and allocation by the Customer of the sums paid, crypto-assets and their associated values in connection with Coinstancy's Services and Products and cannot under any circumstances be held liable for any misappropriation of funds or misuse of company assets committed by the Customer.

Coinstancy shall also not be liable to the Customer for any loss or damage that the Customer may suffer as a result of the Customer's failure to provide Coinstancy with accurate information about their account or their own inability to keep their Login Details secure and confidential.

The Site may contain hypertext links to other websites that do not belong to or are not controlled by Coinstancy. Coinstancy has no control over the content, personal data protection policies, or practices of third-party websites and accepts no responsibility in this regard. Coinstancy is not responsible for the availability of these external websites and resources and does not endorse the advertising, products, or other materials appearing on or accessible from these external websites or resources.

Coinstancy cannot be held liable for any act or omission, non-performance, partial performance, or delay in the performance of its obligations in relation to damage or loss suffered directly or indirectly by the Customer as a result of an act or omission by the Customer or any other person related to the Customer.

Coinstancy shall not be liable to a Customer or any third party for any deterioration, suspension, or interruption of the Services and Products attributable to force majeure as defined by established French case law on the subject, to the actions of a Customer or a third party, or to the inevitable uncertainties that may arise from technology, fluctuations in the price of crypto-assets, and the complexity of implementing the Services and Products.

Coinstancy strives to keep the Site accessible 24 hours a day, seven days a week, but is under no obligation to achieve this. Coinstancy may therefore interrupt access to the Site, in particular for maintenance and upgrade purposes. Access may also be interrupted for any other reason. Coinstancy shall in no event be held liable for such interruptions and the consequences that may result

arise for Customers or any third parties. It is also noted that Coinstancy may terminate or modify the characteristics of the Site at any time without notice. In the event of maintenance, upgrades, interruptions, or suspensions of the Site, Coinstancy will notify the Customer as soon as possible.

The Customer agrees that, regardless of the basis of their claim and the procedure followed to implement it, Coinstancy's potential liability for the performance of its obligations under this Agreement shall be limited to the Services and Products provided and tasks performed by Coinstancy.

Coinstancy does not guarantee any level of performance and/or profits to the Customer.

Coinstancy cannot be held liable in the event of misuse of the Services and Products by the Customer, theft or compromise of their login details.

Each Party shall be liable for the consequences of its faults, errors, or omissions causing damage to the other Party.

In accordance with Articles 1231 et seq. of the Civil Code, Coinstancy shall compensate the Customer for any damage resulting immediately and directly from proven breaches exclusively attributable to Coinstancy in the context of its Services under the conditions defined below.

Coinstancy's contractual civil liability for any direct damage resulting from the non-performance or poor performance of its obligations hereunder is expressly limited, all causes and damages combined, including any refunds that may be ordered, particularly in the event of termination of these GTC and CP, to a maximum amount equivalent to the total sums received by Coinstancy for the Service/Product concerned subscribed to by the Customer, regardless of the legal basis of the claim and the procedure implemented. These provisions allocate the risk between the Parties, who declare that the agreed price reflects this allocation of risk and the resulting limitation of liability.

In any event, Coinstancy shall not be liable for indirect damages, loss of profits or data, expected savings, brand image, loss of orders, operating losses, fixed assets, loss of earnings, etc.

Finally, the Customer waives any recourse against Coinstancy beyond a period of two (2) years after the occurrence of a damaging event.

Coinstancy shall in no event be held liable for any delays, failures, non-performance or non-compliance by the Customer with its obligations, or failures of third parties of any kind, with the exception of any subcontractors of Coinstancy, or for any harmful consequences arising therefrom, in particular due to non-conformities, defects, malfunctions, or manufacturing defects in the Customer's or third parties' Supplies.

Coinstancy shall, nevertheless, make every effort to assist the Customer or involve the appropriate party, or even replace such supplier or equipment in the interests of the Services, after agreement between the Parties on the terms and conditions of Coinstancy's intervention in such a context.

## **15.2 - LIABILITY FOR PRODUCTS AND SERVICES**

The Customer assumes all responsibilities other than that of ensuring that the Products and Services comply with the specifications contained in their technical data sheet, in particular those relating to:

- The suitability of the Products and Services for its needs;

The Customer expressly acknowledges that it has received from Coinstancy all the information necessary to enable it to assess the suitability of the Products and Services for its needs and to take all necessary precautions.

It is strictly prohibited to modify the Products physically or by software for the purpose of improving their performance. In the event of non-compliance with this prohibition, the Customer shall not benefit from any warranty on the services and shall assume full responsibility for any malfunctions of the said Product.

## **15.3 - FORCE MAJEURE**

Each Party shall be released from liability in the event that it becomes impossible for it to perform part or all of its obligations due to the occurrence of events of force majeure as defined by Article 1218 of the Civil Code.

The following events are also considered force majeure within the meaning of these GTC and GTC: strikes (total or partial, internal or external to the company), lockouts, bad weather, epidemics, pandemics, blockage of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, computer failure, telecommunications blockages including the switched telecom network, network failure, acts of God, weather disturbances, absence or suspension of electricity supply, lightning or fire, decisions by a competent administrative authority, war, public disturbances, shutdown of the relevant blockchain, acts or omissions on the part of other telecommunications operators, or other events that depend on the nature of the crypto-asset concerned as well as the Smart Contract and the counterparty concerned. These events are beyond the reasonable control of Coinstancy.

The Party invoking force majeure must notify the other Party by registered letter with acknowledgment of receipt, stating the reasons for the impossibility.

The Party invoking force majeure shall endeavor to find ways to remedy the situation or limit its harmful consequences, together with the other Party. To this end, the Parties agree to meet as soon as possible to define, as far as possible, the measures to be taken to manage this event in the performance of the Services covered by this Agreement by Coinstancy, in particular the adjustment of the terms of performance and service level commitments resulting from this event. The Parties shall formalize these measures in writing.

After sending the said notification, the performance of the obligations of the defaulting Party shall then be legitimately suspended retroactively from the date of occurrence of the force majeure event in question and postponed for a period equal to the duration of the suspension due to this force majeure event, unless otherwise agreed between the Parties.

The end of the force majeure event shall also be communicated by registered letter with acknowledgment of receipt by the Party invoking it.

However, beyond a period of thirty (30) days of interruption due to force majeure, each Party may choose to terminate these GTC and CP by registered letter with acknowledgment of receipt sent to the other Party.

#### **15.4. EXCLUSION OF LIABILITY IN THE EVENT OF LOSS OF A CRYPTO-ASSET**

Coinstancy shall not be liable in connection with its role as crypto-asset custodian where Coinstancy can prove that one of the following conditions is met :

- The event that led to the loss of one or more crypto-assets is not the result of an act or omission by Coinstancy or a third party to which it has delegated custody, it being understood that the transfer of crypto-assets to a trading platform or a DeFi protocol shall in no way constitute a delegation of custody; or
- The event that led to the loss of one or more crypto-assets cannot be attributed to the operation of Coinstancy, in particular when the event is related to or inherent in the operation of the Blockchain or a Smart Contract that may be based on a shared electronic recording device over which Coinstancy has no control.
- Events not attributable to Coinstancy as a crypto-asset custodian include, in particular, any event that Coinstancy can demonstrate

is independent of its operation, in particular a problem inherent in the operation of the shared electronic recording device or an automated computer program ("Smart Contract") that may be based on a shared electronic recording device over which Coinstancy has no control.

In the event of a major change in the terms and conditions of the Service subscribed to by the Customer, Coinstancy will inform the Customer. However, the Customer acknowledges that such changes are beyond Coinstancy's control. Consequently, Coinstancy cannot be held liable on such grounds.

## **16 - WAIVER**

The fact that either Party does not exercise any of its rights under these Terms and Conditions shall not constitute a waiver of its right to exercise such rights, as such a waiver can only be made by an express declaration by the Party concerned.

## **17 - ACCOUNT CLOSURE AND OTHER CUSTOMER REQUESTS**

Requests for account closure or other requests should be made to Coinstancy support by sending an email to [contact@coinstancy.com](mailto:contact@coinstancy.com).

Account closures will be completed and confirmed one month after the request. In accordance with Article L. 561-12 of the Monetary and Financial Code, financial institutions (including Coinstancy) are required to keep all documents and information collected about their customers, including the beneficial owner, for five (5) years from the termination/cessation of business relations.

Fees owed to Coinstancy will be collected and paid in full before the Customer's account is closed.

## **18 - NON-CONSUMER CUSTOMER GUARANTEE**

Except for Consumer Clients, each Party indemnifies the other Party against any complaints, claims, actions, and/or demands that the other Party may suffer as a result of the Client's breach of any of its obligations or warranties under these GTC.

Each Party undertakes to compensate the injured Party for any damage it may suffer and to pay it all costs, charges and/or convictions it may have to bear as a result.



## 19 - PROHIBITED CONDUCT

It is strictly prohibited to use the Site, Services, or Products for the following purposes:

(a) The exercise of illegal or fraudulent activities or activities that infringe on the rights or security of third parties;

(b) Undermining public order or violating applicable laws and regulations;

(c) Intruding into a third party's computer system or any activity that may harm, control, interfere with, or intercept all or part of a third party's computer system, violating its integrity or security;

(d) Sending unsolicited emails and/or commercial prospecting or solicitation;

(e) Manipulations intended to improve the search engine ranking of a third-party website;

(f) Assisting or encouraging, in any form or manner whatsoever, one or more of the acts and activities described above;

(g) Monetizing, selling, or granting access to all or part of the Site, Services, and Products, as well as the information hosted and/or shared therein;

(h) And, more generally, any practice that diverts the Site, Services, and Products for purposes other than those for which they were designed.

Customers are strictly prohibited from copying and/or diverting the concept, technologies, and other elements of the Site for their own purposes or those of third parties.

The following are also strictly prohibited:

A. Any behavior likely to interrupt, suspend, slow down, or prevent the continuity of the Services, Products, and Coinstancy Website;

B. Any intrusions or attempted intrusions into Coinstancy's systems;

C. Any misappropriation of Coinstancy's system resources;

D. Any actions likely to impose a disproportionate load on the latter's infrastructure;

E. Any breaches of security and authentication measures;

F. Any acts likely to infringe upon the financial, commercial, or moral rights and interests of Coinstancy or its Customers;

G. And finally, more generally, any breach of these GTC & CP.

## 20 - PENALTIES FOR BREACHES

In the event of a breach of any of the provisions of these GTC or, more generally, a violation of the laws and regulations in force by a Customer, Coinstancy reserves the right to take any appropriate measures, including:

- A. Suspending or terminating access to the Services and Products;
- B. Close the Customer's account;
- C. Notify any relevant authority;
- D. Take legal action.

## 21 - PROCEDURE FOR REPORTING AND SIGNALING ABUSE

You are invited to report to Coinstancy any fraudulent use or attempted use of your account, the Site, and/or the Products offered that you may be aware of, including any message whose content contravenes the prohibitions set out in these T&Cs and, more generally, any legal provisions in force.

If you believe that your account or security information has been compromised, or if you are aware of any fraud, attempted fraud, or any other security incident, including a cyber attack, you must notify Coinstancy as soon as possible by email at [contact@coinstancy.com](mailto:contact@coinstancy.com) and continue to provide accurate and up-to-date information throughout the duration of the security breach. You must take all measures reasonably required by Coinstancy to mitigate, manage, or report any security breach. Failure to cooperate promptly on the part of the Customer may be taken into account by Coinstancy in determining the appropriate resolution of the matter.

If you believe that a right to which you are entitled has been violated on the Site, you may report it to Coinstancy in accordance with Article 6-1-5 of Law No. 2004-575 of June 21, 2004, by email at [contact@coinstancy.com](mailto:contact@coinstancy.com) or by registered letter with acknowledgment of receipt, specifying the following information:

- (a) If you are a natural person: surname, first name, date of birth, nationality, address, profession; if you are a legal entity: form, company name, registered office, legal representative;
- (b) A precise description of the disputed content and the precise URL address where it is located on the Site;
- (c) The reasons why this content should be removed, with reference to the applicable legal provisions.

## **22 - ADVERTISING**

Coinstancy reserves the right to insert any advertising or promotional message on any page of the Site and in any communication to Customers in a form and under conditions that Coinstancy shall determine at its sole discretion.

## **23 - INTELLECTUAL PROPERTY**

These T&Cs and CP may not under any circumstances be interpreted as conferring on the Parties any intellectual property rights, title, or license over the Information made available to them hereunder.

All software, designs, texts, images, sound recordings, animations, trademarks (including the name "Coinstancy" and the Coinstancy logo) and other works included in the services are protected by intellectual property rights and belong to Coinstancy. These rights are reserved and no property rights shall be transferred to the Customer or to third parties.

The Site is the exclusive property of Coinstancy, which therefore holds all intellectual property rights relating thereto. Consequently, its content may not be modified, copied, distributed, reproduced, downloaded, displayed, published, transmitted, or sold in any form or by any means, in whole or in part, without the prior written consent of Coinstancy.

All trademarks, patents, registered designs, and copyrights attached to the Products provided or accessible via the Site, as well as all other intellectual property rights and database rights relating to Coinstancy, remain the full and exclusive property of Coinstancy.

Where, within the framework of these GTC, the Customer engages in actions that may infringe the aforementioned rights, Coinstancy reserves the right to take all appropriate measures to put an end to such infringements. Coinstancy also reserves the right to suspend or delete the Customer's registration on the Site or to block their access.

The reproduction of documents communicated in connection with the service is authorized solely for the purposes of information for strictly personal and private use.

If the Customer becomes aware of a violation of the aforementioned rights, they are requested to notify Coinstancy of such actions by contacting [contact@coinstancy.com](mailto:contact@coinstancy.com).

## **24 - FOLLOW-UP CLAUSE - ASSIGNMENT**

The Contract, in whole or in part, may not be assigned or transferred by either Party without the prior written consent of the other Party.

However, it is expressly agreed that Coinstancy may assign or transfer, in whole or in part, the Contract to one of the companies of the GARAN Group. In this case, the GARAN Group or Coinstancy undertakes to inform the Customer by any means.

Coinstancy may subcontract all or part of the performance of the Contract to a third party subject to the prior consent of the Customer.

## **25 - TERMINATION**

Each Party may terminate the Contract in the event of a serious breach by the other Party, notified by registered letter with acknowledgment of receipt and not remedied within thirty (30) days of receipt of said letter. By express derogation from Article 1229 of the Civil Code, the Parties agree that the termination of the Contract, for whatever reason, shall in no case give rise to restitution and shall be analyzed in this sense as a termination. Consequently, Coinstancy shall retain all payments previously received from the Customer on the date of termination, and Coinstancy shall invoice (i) its Services performed up to the effective date of termination and (ii) the sums committed to its suppliers or subcontractors, as well as any penalties claimed by them, on the effective date of termination.

Furthermore, each Party may terminate the Contract as of right, under the conditions defined by Articles L.620-1 et seq. of the French Commercial Code, in the event of the Client's dissolution, amicable or forced transfer of the Client's business or cessation of activity, as well as in the event of liquidation or receivership and express or implied waiver of the continuation of this Contract by the Administrator or Liquidator and in accordance with the legal provisions applicable in French Polynesia for Polynesian clients.

By mutual agreement, the Parties waive the application of Article 1222 of the Civil Code.

## **26 - LINKS AND THIRD-PARTY WEBSITES**

Coinstancy shall in no event be held liable for the technical availability of websites or mobile applications operated by third parties (including any partners) that the Customer may access through the website.

Coinstancy accepts no responsibility for the content, advertising, Products, and/or Services available on such third-party websites and mobile applications, which are governed by their own terms of use.

Coinstancy is also not responsible for transactions between the Customer and any advertiser, professional, or merchant (including any partners) to which the Customer may be directed via the Site, and shall in no event be a party to any disputes with such third parties concerning, in particular, the delivery of Products and/or Services.

partners) to which the Customer may be directed via the Website, and shall in no event be a party to any disputes with such third parties concerning, in particular, the delivery of Products and/or Services, warranties, representations, and other obligations to which such third parties are bound.

## **27 - LANGUAGE**

These GTC and CP are written in French, which governs the contractual relationship between the parties. Any translations are purely indicative and not legally binding. The French version prevails over any translation.

## **28 - AUTONOMY**

If any provision of this agreement is invalid, the provision in question will not be applied due to its invalidity, but the other provisions of the agreement will remain in force.

## **29 - APPLICABLE LAW AND JURISDICTION**

These General and Special Terms and Conditions are governed by French law and by the specific provisions of French Polynesia for customers located in French Polynesia. In the event of a dispute relating to their interpretation, validity, or execution, the Parties agree to seek an amicable solution prior to any legal proceedings. In the absence of agreement, the dispute shall be submitted to the competent courts of French Polynesia, unless otherwise required by mandatory legal provisions. For Customers located outside French Polynesia, the rules of international jurisdiction may be applicable in accordance with the conventions and treaties in force.

After an initial meeting, the Parties shall have a maximum of one (1) month to reach a settlement from the date of the meeting or the fifteen (15) day period. If no settlement is reached within this period, the Parties shall regain their full freedom of action.

For any disputes that may arise between the Customer residing in metropolitan France and Coinstancy relating to the formation, interpretation, and execution of these terms and conditions, the Parties shall submit their dispute, prior to any legal proceedings, to the mediator of the Financial Markets Authority, whose contact details are provided below:

- By post, to the following address: 17 place de la Bourse 75082 Paris cedex 2
- By electronic form: on the AMF website via the following URL: [https:// www.amf-france.org/fr/le-mediateur](https://www.amf-france.org/fr/le-mediateur)

The solution proposed by the mediator is not binding on the Parties. The mediator will endeavor to resolve the issues submitted to him and to issue an opinion within a maximum of ninety (90) days from the date of referral. No costs or fees will be payable by the parties to the dispute.

In the absence of mediation, the parties agree that the dispute will be brought before the Joint Commercial Court of Papeete for customers located in French Polynesia and for other customers, the competent court will be the Commercial Court of Paris.

## **30 - MISCELLANEOUS CLAUSES**

### **Independence of clauses**

If any clause of this Agreement should be invalidated or declared unenforceable for any reason whatsoever, the other clauses shall nevertheless remain in force and the Parties shall consult in good faith to determine the necessary amendments so that each of them is in an economic situation comparable to that which would have resulted from the application of the invalidated clause.

### **Interpretations**

The headings appearing in this Agreement shall in no way be construed as defining, modifying, limiting, or expanding the scope or extent of the provisions of this Agreement.

Any tolerance with regard to the respective obligations of the Parties may not be interpreted as a waiver of a right, nor shall it have any legal effect.

### **Waiver**

A delay or failure by either Party to enforce any term of this Agreement, or the partial exercise of any right under this Agreement by either Party, shall not be considered a waiver of that Party's rights. No waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving Party.

### **Severability and Amendments**

The Parties have read and understood this Agreement. It expresses the entire intent of the Parties with respect to its subject matter and supersedes and replaces any prior agreement, whether written or oral, including

including (but not limited to) any representations, understandings, and other correspondence sent directly or indirectly by either Party.

Any amendment to the provisions of this Agreement must be formalized by means of a written addendum duly signed by the Parties.

## **Readjustment**

If, due to a change in circumstances that could not have been foreseen at the time of signing the Contract, the economics of the Contract or, more generally, the contractual balance it establishes between the Parties is altered to such an extent that its performance becomes detrimental to either Party, the Party affected by this change shall have the right to request the other Party (for the purposes of this article only, "the Request") to determine, by mutual agreement, in a spirit of mutual understanding and fairness, the most appropriate solution to remedy the imbalance, if necessary by amending certain contractual provisions.

If the Parties are unable to find an amicable solution within thirty (30) calendar days of the Request that would restore the contractual balance between the Parties, they shall then have the option of:

- (i) jointly appoint a third party to help them find an amicable solution; or
- (ii) jointly decide to terminate the Contract; or
- (iii) request the judge, by mutual agreement, to adapt the Contract.

If no agreement is reached between the Parties within three (3) months of the Request, the judge may, at the request of one of the Parties, revise the Contract or declare its termination.

## **Calculation of deadlines**

The deadlines set out in the Contract are expressed and will be systematically counted in working days. In the event of suspension of the Services under the conditions set out in the Contract, the postponement of the deadlines in the Schedule will also be calculated in relation to the number of working days in the suspension period concerned.

## **Notices and other communications**

Any notification, authorization, or request relating to the Contract must be in writing. It shall be deemed to have been delivered two (2) business days after its transmission by fax, three (3) business days after being posted (postage paid) with acknowledgment of receipt to a recipient located in the same country, or eight (8) business days after being sent by post (postage paid) to a recipient located in a different country, to the address indicated on the cover page of this Framework Agreement or to any other address that the receiving Party has indicated in writing.

**By registering, the Customer agrees to receive commercial communications from Coinstancy, including a free weekly newsletter. The Customer may unsubscribe from this newsletter at any time by clicking on the unsubscribe link at the bottom of the newsletter.**

Provisions specific to French Polynesia:

For customers located in French Polynesia, these CP and CG are supplemented by the legal provisions specific to French Polynesia that are exclusively applicable in French Polynesia, particularly with regard to commercial, financial, and consumer law. In the event of any contradiction between these GTC/GTC and the legal provisions of French Polynesia, only the provisions of public policy and mandatory provisions shall prevail over these GTC and GTC.

## **31 - PREVALENCE**

The Customer expressly waives its general and specific terms and conditions.

In the event of any contradiction with other contractual documents, these GTC and GTC shall prevail.

## **32 - COMBATING ILLEGAL WORK**

Coinstancy shall manage its contractors in a professional manner and in accordance with the ethics of the profession, and in compliance with the Labor Code.

Coinstancy shall be solely responsible to the public authorities for the activities of its employees and the performance of the Services, in accordance with the laws and regulations.

To this end, Coinstancy shall make all declarations required by law and regulations in force concerning its activity, and more specifically those relating to the Services, and shall pay, without limitation, all social security contributions, taxes, and duties, and generally do everything necessary to comply with legal requirements, particularly in the areas of labor law, social security, occupational health, and tax law.



Furthermore, Coinstancy certifies that it complies with the provisions of Law No. 91-1383 of December 31, 1991, relating to the suppression of illegal employment and the illegal entry and residence of foreigners in France, and Law No. 2004-810 of August 13, 2004, relating to health insurance. Coinstancy will take all necessary measures to ensure, under its own responsibility, the medical supervision of its staff, in accordance with Articles L. 4621-1 and L. 4622-1 to L. 4622-6 of the Labor Code. Coinstancy indemnifies the Client against any possible action, in particular, on its part.

The Service Provider shall pay its staff in full and shall pay all social security contributions and other charges incumbent upon it in its capacity as employer.

## **IV - SPECIAL TERMS AND CONDITIONS (STC) FOR SERVICES – STAKING ACTIVITIES**

### **33 - SCOPE OF APPLICATION AND INTERPRETATION**

- A. The purpose of these Special Conditions is to define the specific terms and conditions of use, as well as the rights and obligations of Clients in connection with their subscription to the Services.
- B. They come into force on the date they are posted on the Website and are therefore binding on any Customer who has subscribed to the Services on the Website, for the entire duration of the contractual relationship.
- C. Subscribing to the Services implies automatic and unreserved acceptance of these Special Terms and Conditions by the Customer.
- D. The Customer's acceptance of the CP as indicated above, as well as the version of the CP accepted when subscribing to the Services, are stored and archived in the computer systems in an unalterable, secure, and reliable manner.
- E. Notwithstanding (a) of this article, in the event of a conflict between the clauses of these CP and the CG in force, the clauses of these CP shall prevail.

### **34 - SERVICES**

#### **34.1 - USE OF CRYPTO-ASSETS**

As part of the digital asset (or "crypto-asset") custody service (in accordance with Article 722-4 of the AMF General Regulations) offered by Coinstancy, crypto-assets that have not been the subject of an investment order by the Client will not be used by Coinstancy.

#### **34.2 - CUSTODY OF DIGITAL ASSETS**

The deposit of crypto-assets by the Client necessarily entails the custody of said crypto-assets by Coinstancy.

Custody is governed by the provisions of Article 10.1 of these GTC.

#### **34.3 - AIRDROPS AND COINSTANCY'S COMMITMENTS**

Coinstancy Clients may be eligible for Airdrops. As Airdrops are entirely at the discretion of each protocol, Coinstancy has

no obligation to monitor Airdrops or collect Airdrops on behalf of its Customers. However, when Coinstancy collects Airdrops on behalf of its Customers, this will involve a service fee for collecting Airdrops. The amount of this fee will be communicated to the Customer by email at the time of collection.

The Customer must accept this commission within 48 hours of the email being sent. After this period, the commission is deemed to have been accepted by the Customer.

For the Services below, Coinstancy undertakes to provide the Customer with the following:

- A. The purchase of crypto-assets or the provision of a wallet address for the deposit of the necessary crypto-assets by the Client if the latter already owns the appropriate crypto-assets;
- B. The provision of a crypto-asset management tool for the Customer.

### **34.4 - STAKING**

#### **Staking**

The implementation of Staking provided by Coinstancy consists of the purchase or deposit of crypto-assets in accordance with the request made by the Customer on the Website; the transfer of crypto-assets to the digital wallet or platform provided by the project in order to benefit from the features inherent to Staking; the configuration and activation of this feature; monitoring and maintenance necessary to ensure the proper receipt of rewards in the form of crypto-assets. Depending on the crypto-asset and the network, Coinstancy may execute Clients' staking orders on exchange platforms.

## Pre-Staking

Pre-staking consists of committing crypto-assets, in exchange for remuneration, prior to the launch of the network. Once the network is active, the pre-staked crypto-assets will be staked on the validators, according to the staking terms and conditions (see point (i)).

The Pre-Staking service provided by Coinstancy consists of purchasing or depositing crypto-assets in accordance with the Client's request on the Website and storing the crypto-assets.

The Customer may request to withdraw (un stake) their crypto-assets during the Pre-Staking period. The terms and conditions for withdrawals (unstaking) are defined on the Website.

Pre-Staking involves risks. These are linked in particular to:

- The volatility of the crypto-asset. A Pre-Staking project is in its net testing stage. As such, subscribing to Pre-Staking involves purchasing crypto-assets that present a higher risk of volatility. There is a risk of capital loss. It is this higher risk that justifies the high rate of return, which the Customer is fully aware of.
- The economic and financial context

### (iii) Coinstancy's responsibilities

Coinstancy's liability is limited to the proper execution of transfer instructions as part of the crypto-asset order reception and transmission service.

In the event of a force majeure event making it impossible to deliver the said services, Coinstancy will return to the Customer the crypto-assets – within the limits of their availability – resulting from the diversification of the latter, at the time of the occurrence of the said event.

### (iv) Coinstancy's exemption from liability in the event of force majeure

The Customer is informed that a problem inherent in the operation of the shared electronic recording device or an automated computer program ("smart contract") that may be based on a shared electronic recording device over which Coinstancy has no control is considered an event not attributable to Coinstancy as a digital asset (or "crypto-asset") custodian.

In the event of a major change in the terms and conditions inherent to the Service subscribed to by the Customer, Coinstancy will inform the Customer. However, the Customer acknowledges that such changes are beyond Coinstancy's control. Consequently, Coinstancy cannot be held liable on such grounds.

(v) Duty to inform

General information of a non-contractual or pre-contractual nature may be communicated by Coinstancy in the form of an email or a notification published on the Website.

This information does not in any way replace the due diligence that the Customer is required to perform.

### **The Savings Offer**

For the purpose of executing the Customer's orders, Coinstancy will transmit and place the Customer's crypto-assets with the protocols (DeFi), compounders (DeFi), and CeFi platforms listed below, which may be updated:

DeFi protocols:

- Beefy Finance
- Aave

(this list is not exhaustive and may be updated).

The Client is informed and authorizes Coinstancy to convert the deposited crypto-assets into other crypto-assets in accordance with the requirements of the protocols (DeFi) listed above in order to enable Coinstancy to execute the orders received by the Client.

Depending on the requirements of each protocol (DeFi), and for the proper execution of Client orders, Coinstancy will convert the subscription crypto assets into other crypto assets. To this end, Coinstancy will convert the subscription Stablecoin into one of the following Stablecoins:

- DAI (Maker DAO)
- USDS (Sky Protocol)
- USDe (Ethena)
- USDC (USD Coin)
- USDT (Tether)
- GHO (Aave)

(this list is not exhaustive and is subject to change).

## The Crypto Basket offering

For the purpose of executing Client orders, Coinstancy will transmit and place the Client's crypto assets with the protocols (DeFi) or compounders (DeFi) listed in the non-exhaustive list below, which may be updated:

DeFi protocols:

- CoWSwap
- 1inch
- Velora

The Client is informed and authorizes Coinstancy to convert the deposited crypto-assets into other crypto-assets in accordance with the requirements of the protocols (DeFi) listed above in order to enable Coinstancy to execute the orders received by the Client.

In accordance with the requirements of each protocol (DeFi), and for the proper execution of Client orders, Coinstancy will be required to convert the subscription crypto assets into other crypto assets. To this end, Coinstancy will be required to convert the subscription Stablecoin into one of the following crypto assets:

- Ethereum (ETH)
- Bitcoin (BTC)
- Polygon (MATIC)
- Chainlink (LINK)
- Aave (AAVE)
- Decentraland (MANA)
- The Sandbox (SAND)
- Render (RNDR)
- Uniswap (UNI)
- 1inch (1INCH)
- Curve DAO (CRV)
- Sushi (SUSHI)
- Balancer (BAL)
- Synthetix Network (SNX)

- Paraswap (PSP)
- Lido DAO (LIDO)
- Lido Staked Matic (STMATIC)
- Compound (COMP)
- Maker (MKR)
- The Graph (GRT)
- Frax Shares (FXS)
- Solana (SOL)
- Ethena (ENA)

(This list is not exhaustive and is subject to change.)

