

CONFIRMO

Confirmo Limited Commercial Policy (Terms) for the Transfer and Exchange Services

Part A - General provisions

1. Purpose and scope

1.1. **Purpose.** This Policy has two purposes:

- To set out the objective, transparent, and non-discriminatory rules governing the provision of the Exchange Service by Confirmo in accordance with Article 77(1) of MiCA; and
- To set out Confirmo's duties and responsibilities, and your rights, in relation to the provision of the Transfer Service in accordance with Article 82(1) of MiCA and the related ESMA Guidelines on MiCA Transfer Services.

1.2. **Scope.**

- Part A – General Provisions applies to both the Exchange Service and the Transfer Service.
- Part B – Exchange Service applies only to the Exchange Service.
- Part C – Transfer Service applies only to the Transfer Service.

1.3. **Scope mapping.** Consistent with the regulatory classifications set out in the Terms & Conditions, the applicability of the parts of this Policy to our services and products is as follows:

Inbound or outbound transaction	Service/product description	Part A - General Provisions	Part B - Exchange Service	Part C - Transfer Service
Inbound transactions	We provide invoicing services, and you select the same Settlement Asset as the crypto-asset we received on your behalf from your customer	✓	✗	✗
	We provide invoicing services, and you select a different Settlement Asset from the crypto-asset we received on your behalf from your customer.	✓	✓	✗
Outbound transactions	We settle your Client Funds to your bank account	✓	✗	✗
	We settle your Client Crypto-Assets to your external wallet address	✓	✗	✓
	We provide payout services and you instruct us to transfer your Client Crypto-Assets without exchanging them into different crypto-assets	✓	✗	✓
	We provide payout services and you instruct us to transfer crypto-assets that differ from the Client Assets we hold on your behalf. At the moment of your confirmation of the payout request, we buy the Client Asset from you and sell you the Payout Asset, then immediately transfer it to a recipient.	✓	✓	✓

CONFIRMO

- 1.4. **Relationship to T&C.** This Policy is incorporated by reference into the Terms & Conditions and forms part of the Agreement between you and us. If there is any conflict or inconsistency between this Policy and the Terms & Conditions, this Policy prevails, unless expressly stated otherwise in the Terms & Conditions.
- 1.5. **Regulatory context.** This Policy is prepared in accordance with MiCA, including Articles 77 and 82, and having regard to the ESMA Guidelines on MiCA Transfer Services.

2. Client eligibility conditions

- 2.1. **Non-discrimination commitment.** We apply this Policy uniformly and do not differentiate between clients on the basis of size, bargaining power, nationality, race, gender, or any other personal or commercial characteristic.
- 2.2. **Eligible clients.** We onboard only clients - both legal and natural persons - who act in the course of trade, business, professional, or institutional activity.
- 2.3. **List of high-risk and prohibited jurisdictions.** We maintain and periodically update a list of high-risk and unacceptable jurisdictions. Your application may be rejected, or our relationship with you may be terminated, if you have links to a high-risk jurisdiction and we assess that your business presents an unacceptable level of risk. We will reject your application, or terminate our relationship with you, if you are established in a jurisdiction on the FATF blacklist or the EU AML blacklist, if you are subject to EU, United Nations, OFAC, or United Kingdom sanctions, or if your jurisdiction is subject to such sanctions.
- 2.4. **List of high-risk and prohibited sectors.** We maintain and periodically update a list of high-risk and prohibited business sectors. Your application may be rejected, or our relationship with you may be terminated, if you operate in a business sector that we classify as high-risk and we assess that your business presents an unacceptable level of risk. We will reject your application, or terminate our relationship with you, if you operate in a sector classified as prohibited under our AML framework.

3. Registration

- 3.1. **Registration process.** To become a Confirмо client, you must register on our Site, and through the registration process:
 - identify yourself and your representatives;
 - submit all required business documentation, including details of your ultimate beneficial owners;
 - provide information on your business purpose and the objectives of your relationship with us;
 - pass sanctions, PEP, and adverse-media screening;
 - fall below our internal unacceptable-risk threshold under our AML assessment;

CONFIRMO

- respond to our requests and cooperate throughout the onboarding process; and
 - confirm that you are familiar with the Agreement.
- 3.2. **Continuous monitoring.** You remain subject to our periodic and ongoing assessments to confirm that you continue to meet our onboarding criteria. If you no longer meet those criteria, or if we identify a breach, we may suspend or terminate the Agreement in accordance with the Terms and Conditions.

4. Complaints

- 4.1. You can submit complaints to us in accordance with the Terms and Conditions.

5. Governance, monitoring and review of this Policy

- 5.1. The Policy and any changes to it are approved by our Board of Directors.
- 5.2. Our Board of Directors reviews the Policy at least annually, and always if triggered by:
- regulatory changes;
 - material revision of our risk appetite;
 - changes in our business model.

6. Definitions

- 6.1. **Definitions and interpretation.** Unless otherwise defined in this Policy, capitalised terms have the meaning given in the Terms & Conditions.
- 6.2. **ESMA Guidelines on MiCA Transfer Services.** ESMA Guidelines on the procedures and policies, including the rights of clients, in the context of transfer services for crypto-assets under the Markets in Crypto Assets Regulation (MiCA) on investor protection (ESMA35-1872330276-2032).
- 6.3. **FATF.** Financial Action Task Force.
- 6.4. **OFAC.** United States of America Office of Foreign Assets Control.

CONFIRMO

Part B - Exchange Service

1. Introduction

1.1. **Scenarios.** We provide you with the Exchange Service only in the following scenarios:

- **Invoicing with the exchange.** Your customer sends a crypto-asset payment to us. When we receive the payment on your behalf, we purchase the received crypto-asset from you and sell you the Settlement Asset you selected. We then credit your Balance in the Settlement Asset, which may be either a crypto-asset that differs from the one that the customer sent or fiat funds.
- **Payout with the exchange.** You hold a Balance with us in a particular asset (the Client Asset), which may be a crypto-asset or fiat funds. When you instruct us to transfer a crypto-asset that differs from the Client Asset to a recipient, we purchase the Client Asset from you and sell the crypto-asset to be transferred to the recipient. We then transfer that asset on your behalf and debit your Balance denominated in the Client Asset.
- **Automatic conversion of your Balance.** If we hold your crypto-asset Balance for two Business Days, we will automatically execute the Exchange Service at the end of the second Business Day by exchanging your crypto-asset Balance into a fiat Balance in accordance with this Policy and the Terms & Conditions. To avoid automatic conversion, you may use daily Settlement of crypto-asset Balances or request a payout before the end of the second Business Day.

1.2. **Excluded services.** As we are primarily a payment infrastructure firm, we do not provide the Exchange Service outside the scenarios described above. In particular, we do not provide you with the option to:

- exchange the Client Assets held in your Balance for different assets, while keeping the converted assets in your Balance; or
- to exchange the Client Assets held in your Balance for the purpose of Settlement in the converted asset.

Invoicing with the exchange scenario

2. Invoicing scenario - End-to-end process

2.1. **Invoice creation (your side).** You initiate the Exchange Service by creating an invoice in your Account dashboard or via the API. At invoice creation, you can set parameters such as

- settlement currency - the Settlement Asset in which your Balance will be credited
- amount - the amount of the Settlement Asset you will receive

CONFIRMO

- validity window (timeout) - default values apply (15 minutes for fiat funds as a Settlement Asset, 30 minutes for crypto-assets as a Settlement Asset) but you can configure automatic prolongation (see [Invoicing scenario – Validity window \(timeouts\)](#)).

2.2. **Invoice presentation (customer side).** When created, the invoice generates a unique invoice URL with:

- a QR code;
- the deposit address for the selected crypto-asset and network;
- the amount to be paid;
- the network fee (see [Invoicing scenario – Fees](#));
- the exchange rate applicable for the validity window (see [Invoicing scenario – Rate guarantee and pricing](#)).

Your customer accesses the invoice URL (typically redirected from your checkout) after completing the Travel Rule information and selects the paying asset/network.

2.3. **Instruction to exchange.** By creating an invoice, you instruct us to perform the Exchange Service. Your customer's payment to the invoice deposit address within the validity window in a crypto-asset that differs from the Settlement Asset acts as the event that triggers the execution of your instruction.

2.4. **Detection and confirmation (Confirмо side).** Our system monitors the deposit address, detects the payment broadcast, and updates the invoice status (e.g. "created," "pending," "confirming," "paid"). Once the payment is confirmed according to network rules (see [Invoicing scenario – Confirmations](#)) and the necessary checks are validated, the invoice is considered paid, and we execute the exchange.

2.5. **Exchange execution.** We execute the exchange at the moment the AML validation checks are confirmed. The execution consists of four simultaneous steps: (i) We purchase the received crypto-asset for the affixed exchange rate; (ii) we sell you the Settlement Asset in the amount you selected when creating the invoice, net of our processing fee; (iii) we credit your Balance with the Settlement Asset, and (iv) we mark the invoice as paid. Pricing and deductions apply as set out in [Invoicing scenario – Rate guarantee and pricing](#) and [Invoicing scenario – Fees](#).

3. Invoicing scenario – Conditions for acceptance or rejection

3.1. **Acceptance conditions.** We will execute the Exchange Service only if all of the following conditions are satisfied:

- the payment is broadcast within the invoice validity window (including any automatic prolongation, if enabled);
- the payment is sent in a supported crypto-asset and network as specified in the invoice;
- the payment is made to the unique deposit address generated for the invoice; and

CONFIRMO

- the payment matches the invoice amount, subject to the under- or over-payment tolerances you configure in your Account.
- 3.2. **Rejection.** We will reject the Exchange Service if:
- the payment is made in an unsupported crypto-asset or network;
 - the payment is sent to an incorrect address;
 - the payment does not receive the required network confirmations within the maximum timeframe of 96 hours from broadcast; or
 - the payment or its source triggers our AML, sanctions, fraud or security controls required by law or regulation.
- 3.3. **Exceptions.** We will reject the Exchange Service and mark the invoice as an exception if:
- the payment is broadcast after expiry of the validity window; or
 - the amount sent is below or above the configured tolerance threshold.
- 3.4. **Handling of exceptions.** If an invoice is marked as an exception:
- the crypto-assets originally paid by your customer are not exchanged, not credited to your Balance and not considered as Client Assets;
 - you may request that we refund the payment to your customer in that same asset; or
 - you may resolve the exception by expressly confirming the displayed current exchange rate (through your Account or API) and in accordance with the Terms and Conditions. On resolution, the received amount is converted and credited to your Balance in the Settlement Asset you selected at invoice creation.

4. Invoicing scenario – Determination of the time of receipt of the instruction

- 4.1. **Time of receipt.** The time of receipt of your instruction to exchange is the time when your customer broadcasts the payment to the invoice deposit address within the validity window.
- 4.2. **Confirmation requirement.** The instruction is deemed effective once the payment is confirmed on the relevant distributed ledger network in accordance with our confirmation rules (see [Invoicing scenario – Confirmations](#)).
- 4.3. **Effect of expiry.** If the payment is broadcast after the validity window has expired, no instruction is deemed received and the invoice is marked as an exception (see [Invoicing scenario – Conditions for acceptance or rejection](#)).
- 4.4. **Evidence of receipt.** Our system logs the time of broadcast as detected on the relevant network and updates the invoice status accordingly. This log is conclusive evidence of the time of receipt for the purposes of the Exchange Service.

5. Invoicing scenario – Confirmations

CONFIRMO

- 5.1. **Confirmation requirement.** We execute the Exchange Service only after the payment to the invoice deposit address has received the number of confirmations required on the relevant distributed ledger network.
- 5.2. **Network-specific confirmation targets.** The number of confirmations required before an invoice is marked as paid and the Exchange Service is executed is as follows:

Crypto-asset	Network	Number of required blockchain confirmations
BTC	Bitcoin	2
	Lightning	n/a
ETH	Ethereum	10
	Arbitrum One	1
LTC	Litecoin	2
SOL	Solana	1
POL	Polygon	1
TRX	Tron	1
USDT	Tron	1
	Arbitrum One	1
	Ethereum	10
	BNB Smart Chain	15
	Optimism	1
	Polygon	1
USDC	Ethereum	10
	Arbitrum One	1
	Optimism	1
	Polygon	1

CONFIRMO

- 5.3. **Unconfirmed or delayed payments.** For payments that fail to reach the required confirmations within the maximum timeframe, see [Invoicing scenario – Conditions for acceptance or rejection](#) (Rejection).

6. Invoicing scenario – Validity window (timeouts)

- 6.1. **Default validity windows.** Each invoice has a validity window within which your customer must broadcast a payment. The default validity window is 15 minutes if you have selected fiat funds as the Settlement Asset, and 30 minutes if you have selected a crypto-asset as the Settlement Asset.
- 6.2. **Automatic prolongation.** You may enable automatic prolongation of the validity window in your Account settings. When enabled, the validity window is extended in increments of five minutes, up to a maximum total of 60 minutes. During any prolongation, the original exchange rate guarantee no longer applies. The invoice automatically updates to display the recalculated amount at the then-current exchange rate, and any payment made during the prolongation is processed at that updated rate.
- 6.3. **Effect of expiry.** If payment is not broadcast within the validity window (including any prolongation), the invoice is marked as expired. Any payment received after expiry does not trigger the execution of the Exchange Service and will result in the invoice being marked as an exception ([Invoicing scenario – Conditions for acceptance or rejection](#)).
- 6.4. **Exchange rate during validity.** The exchange rate applied to the invoice is affixed for the duration of the initial validity window. If the invoice expires and is later resolved, or if automatic prolongation applies, the exchange will be executed at the then-current exchange rate ([Invoicing scenario – Rate guarantee and pricing](#)).

7. Invoicing scenario – Rate guarantee and pricing

- 7.1. **Exchange rate methodology.** The Fair Price is a weighted arithmetic average of bid/ask data from connected liquidity providers. The Customer Price is the Fair Price adjusted by our spread (a parameter that reflects market depth, volatility, and trade size).
- 7.2. **Pre-trade disclosure.** We disclose to you and your customer in the invoice the amount of the Settlement Asset, the validity window, the Customer Price, the exchange rate, and the applicable network fee.
- 7.3. **Rate guarantee during validity.** If the customer broadcasts payment within the initial validity window, the exchange is executed at the Customer Price displayed during invoice creation. You are credited with the exact Settlement amount shown in the invoice, net of our processing fee.

CONFIRMO

- 7.4. **Effect of prolongation and expiry.** If the invoice is prolonged, the Customer Price is recalculated and displayed on the invoice for the extended period. Payments made in a prolonged period are processed at the updated rate ([Invoicing scenario – Validity window \(timeouts\)](#)). If the invoice expires and is later resolved, the exchange is executed at the then-current Customer Price.
- 7.5. **Post-trade disclosure.** We periodically publish information about transaction volumes and prices on our website.

8. Invoicing scenario – Fees

- 8.1. **Customer transaction costs.** When your customer pays the invoice, they may incur costs imposed by their wallet, exchange, or the underlying blockchain network (for example, network or “gas” fees). These costs are outside our control and do not affect the amount credited to your Balance.
- 8.2. **Confirmo network fee.** We charge a network fee to cover the costs of consolidating customer payments. The network fee is estimated dynamically at the time of invoice creation based on the expected cost of the relevant network, including our risk margin. The network fee is displayed on the invoice and is paid by your customer together with the crypto amount shown. The network fee does not affect the amount credited to your Balance.
- 8.3. **Processing fees.** You pay our processing fee. This fee is deducted from the amount credited to your Balance. The applicable processing fee levels are published in our Fee Schedule.
- 8.4. **Transparency.** The invoice presented to your customer displays the required crypto-asset amount, the invoice network fee, and the exchange rate, all fixed within the validity window (updated if prolongation applies, see [Invoicing scenario – Validity window \(timeouts\)](#)). Your processing fee is disclosed to you through the Account and applied at the moment the Balance is credited.

9. Invoicing scenario – Notifications

- 9.1. **Invoice status updates.** Our system assigns and updates statuses to each invoice (for example: created, pending, confirming, paid, exception, or error). These statuses reflect the transaction's progress and are visible in your Account dashboard and via the API.
- 9.2. **Webhooks and API.** If you configure webhooks, we will send notifications of invoice status changes to the endpoint you designate. Notifications include relevant data such as the invoice identifier, status, and timestamps. You can also retrieve status updates directly through the API.

CONFIRMO

- 9.3. **Timing of notifications.** Notifications are sent promptly when there is a change in invoice status.
- 9.4. **Evidentiary value.** Notifications provided through webhooks, dashboard, and API logs serve as conclusive evidence of the invoice status and timing for the purposes of the Exchange Service.

10. Invoicing scenario - Supported assets and networks

- 10.1. **Supported assets and networks.** Supported crypto-assets and networks are listed in [Invoicing scenario – Confirmations](#).

Payout with the exchange scenario

11. Payout scenario - End-to-end process

- 11.1. **Payout creation (your side).** You create a payout in your Account dashboard or via the API by selecting the Balance to spend from (Client Asset), the asset to be sent to the recipient (Payout Asset), the amount of one of these two assets, and by providing the Travel Rule information.
- 11.2. **Pre-trade disclosure and consent.** Before you confirm the payout, we display: (i) the exchange rate ([Payout scenario – Pricing and rate guarantee](#)); (ii) the amount to be sent to the recipient in the Payout Asset; (iii) the amount that will be debited from your Balance in the Client Asset; and (iv) the applicable payout fee and network fee. The quote is valid for a limited period; if not confirmed within that period, it expires and must be refreshed.
- 11.3. **Instruction to exchange.** By confirming the payout, you instruct us to: (i) execute the Exchange Service, and (ii) perform the transfer of the Payout Asset to the recipient under the Transfer Service (see [Part C - Transfer Service](#)).
- 11.4. **Exchange execution.** We execute the Exchange Service immediately upon your confirmation of the payout and before initiating the transfer. The execution consists of four simultaneous steps: (i) we purchase the Client Asset from you; (ii) we sell you the Payout Asset; (iii) we debit your Balance in the Client Asset for the respective amount (see [Payout scenario – Pricing and rate guarantee](#)), including applicable fees as set out in [Payout scenario – Fees](#); and (iv) we initiate the transfer of the Payout Asset to the recipient on the selected network (see [Part C - Transfer Service](#)).
- 11.5. **Status and notifications.** See [Payout scenario - Notifications](#).

12. Payout scenario – Conditions for acceptance or rejection

- 12.1. **Acceptance conditions.** We will execute the Exchange Service in a payout scenario only if all of the following are satisfied:

CONFIRMO

- you confirm the payout within the valid quote period;
- you have sufficient Balance in the selected Client Asset;
- the exchange is between supported asset pairs;
- the required details are valid and complete for the selected asset/network; and
- no AML, sanctions, fraud, security, or technical control blocks apply under the Agreement, law or regulation.

12.2. **Rejection.** We will reject the Exchange Service in a payout scenario if any of the acceptance conditions are not met, including where:

- the quote expires before you confirm;
- your Balance in the Client Asset is insufficient;
- the destination details are invalid or incomplete for the selected asset/network; or
- our AML, sanctions, fraud, security, or technical controls under the Agreement, law or regulation require that it be rejected.

12.3. **Cancellation by you.** You can abandon a prepared payout by not confirming it (or by deleting it, where available) before the quote expires. After you confirm a payout, cancellation by you is not available.

13. Payout scenario – Determination of the time of receipt of the instruction

- 13.1. **Time of receipt.** The time of receipt of your instruction to exchange is the timestamp of your payout confirmation in the dashboard or via the API.
- 13.2. **Validity of instruction.** If you do not confirm the payout within the valid quote period, no instruction is deemed received, and the payout must be re-quoted and re-confirmed.
- 13.3. **Evidence of receipt.** Our system records the payout confirmation event (including identifier and timestamp) in your Account and via the API. These records serve as conclusive evidence of the time of receipt for the purposes of the Exchange Service.

14. Payout scenario – Pricing and rate guarantee

- 14.1. **Pricing methodology.** The exchange rate for a payout is determined under the same methodology as in the invoicing scenario: the Customer Price is calculated as the Fair Price (weighted arithmetic average of bid/ask data from connected liquidity providers) adjusted by our spread reflecting market depth, volatility, and trade size (see [Invoicing scenario – Rate guarantee and pricing](#)).
- 14.2. **Pre-trade disclosure.** Before you confirm a payout, we display all the relevant information regarding pricing and fees (see [Payout scenario - End-to-end process](#)).
- 14.3. **Rate guarantee.** If you confirm the payout within the valid quote period, the exchange is executed at the displayed Customer Price. If the quote period expires before you confirm, no exchange occurs and a new quote is required.

CONFIRMO

- 14.4. **Quote period.** Each payout quote is valid for the period shown at the time of payout creation, never less than 2 minutes.
- 14.5. **Post-trade disclosure.** We periodically publish information about transaction volumes and prices on our website.

15. Payout scenario – Fees

- 15.1. **Payout (processing) fee.** You pay our payout processing fee for executing the exchange and initiating the transfer. This fee is deducted from your Balance and is shown to you before you confirm the payout. The applicable fee levels are published in the Fee Schedule.
- 15.2. **Network fee.** Each payout includes a network fee. Because the actual fee cannot be known in advance of the transfer, we estimate it at quote creation and display the exact amount before you confirm. It includes our risk margin. By default, the network fee is deducted from your Balance; you may choose to deduct it from the amount sent, in which case the recipient receives the payout amount minus the network fee.

16. Payout scenario - Notifications

- 16.1. **Payout status updates.** Payouts progress through statuses visible in your Account and via the API.
- 16.2. **Webhooks and API.** If you configure webhooks, we send notifications of payout status changes to your designated endpoint. You can also retrieve status updates via the API.
- 16.3. **Timing of notifications.** Notifications are sent promptly upon a change of payout status.

17. Payout scenario - Supported exchange pairs

- 17.1. **Supported exchange pairs.** Supported exchange pairs in the payout scenario are as follows:

Client Asset (asset to be debited from the Balance)	Payout Asset (asset to be sent)
Fiat	BTC, ETH, LTC, USDT, USDC

Automatic conversion of your crypto-asset Balance

18. Automatic conversion scenario

CONFIRMO

- 18.1. **Consent.** You give your standing consent for us to execute the Exchange Service as set out in this section whenever the stated conditions are met, without any further instruction or confirmation from you. It applies to any Balance you hold in a crypto-asset and results in exchange into EUR.
- 18.2. **Trigger and time of receipt.** Automatic conversion is triggered if any portion of your crypto-asset Balance remains at the end of the following Business Day after it was created. For these purposes, “end of Business Day” is 22:00. Your standing instruction to exchange is deemed received at that time.
- 18.3. **Execution timing and steps.** We execute the conversion between 23:00 and 23:15 on the same day the trigger occurs. At execution, the following simultaneous steps will be performed: (i) we purchase the relevant crypto-asset from you; (ii) we sell you EUR; (iii) we debit your Balance in that crypto-asset for the respective amount; and (iv) we credit your Balance in EUR.
- 18.4. **Pricing.** The applied rate is the Customer Price determined under the methodology for Customer Price set out in [Invoicing scenario – Rate guarantee and pricing](#).
- 18.5. **Fees.** No fee is applied for the execution of automatic conversion.
- 18.6. **Effect of the automatic conversion.** Following the execution of the automatic conversion of your crypto-asset Balance, you will be holding a fiat Balance (EUR). You may settle the Balance to your bank account or request a payout with exchange using the Balance.

CONFIRMO

Part C - Transfer Service

1. Introduction

- 1.1. **Scenarios.** We provide you with the Transfer Service only in the following scenarios:
- **Settlement of Client Crypto-Assets.** We hold your Balance in crypto-assets. At regular intervals, we transfer your Client Crypto-Assets to an external wallet address designated by you and simultaneously debit your Balance (Scenario A).
 - **Payout.** We hold your Balance in funds or in crypto-assets. You instruct us to transfer crypto-assets to an external wallet address of the recipient. We process the transfer on your behalf (if relevant, also with the exchange, as described in [Part B - Exchange Service](#)) (Scenario B).
- 1.2. **Exclusions from the regulatory definition.** You acknowledge that the Transfer Service, as defined in MiCA, does not cover, in particular, the following scenarios:
- **Invoicing.** When we receive a crypto-asset payment from your customer, we do not act as a person engaged in the regulated Service of Transfer, as we do not control the initiation and execution of the transfer. The regulated Transfer Service is instead provided by the provider of your customer (if the customer utilises a hosted wallet).
 - **Settlement of Client Funds.** For the Settlement of your Client Funds to your bank account, we utilise our third-party payment services partners, who are themselves authorised to provide payment services. We are not authorised to provide payment services regarding Client Funds and we cannot transfer your Client Funds to third persons.

Settlement of Client Crypto-Assets - scenario A

2. Scenario A: Scope and Modalities

- 2.1. **Scope.** Under this scenario, we provide the Transfer Service by periodically transferring your Client Crypto-Assets from your Balance to the external wallet you designate as your Settlement Method, and simultaneously debiting your Balance by the transferred amount (including any applicable fees set out in [Scenario A: Fees and pre-execution disclosure](#)).
- 2.2. **Set-up and designation.** You designate and maintain your Settlement Method (asset/network, address, and any required tag/memo) in your Account. We rely on the latest Settlement Method stored in your Account when executing Settlements. You can review Settlement Methods and Settlement history through your Account or via the API.
- 2.3. **Operational cadence.** We execute Settlements every Business Day, subject to [Scenario A: Time of Receipt and Cut-Off Times](#).

CONFIRMO

- 2.4. **Amount determination.** We transfer the available Balance in the relevant asset as of the applicable cut-off, less any applicable fees. You can check your Balances and Settlement results via Account/API.
- 2.5. **Network and parameters.** We execute the transfer on the network specified in your Settlement Method. If a tag/memo is required by that network, you must keep it current; otherwise, Settlement may be rejected or returned.
- 2.6. **Processing and debit.** At execution, we (i) create a Settlement, (ii) broadcast the transfer on the selected network, and (iii) simultaneously debit your Balance for the transferred amount (and applicable fees).
- 2.7. **Records and access.** Each Settlement produces a Settlement record accessible in your Account and via the API (list/detail). Access is secured under your standard API authentication controls.
- 2.8. **Settlement Method change.** When you designate a new Settlement Method, you will be required to provide proof of ownership of that Settlement Method.
- 2.9. **Rejection or suspension.** A scheduled Settlement may be rejected or suspended where (i) your Settlement Method is invalid or incomplete, (ii) the available Balance is below the minimum transferable amount after fees, (iii) AML/sanctions/fraud/security controls apply under the Agreement or law, or (iv) network conditions prevent safe execution. See [Scenario A: Conditions for rejection, suspension and TOFR](#).
- 2.10. **Notifications.** See [Scenario A: Notifications](#) for Settlement event communications and signature verification requirements.

3. Scenario A: Initiation, Consent and Withdrawal of Instruction

- 3.1. **Initiation (standing instruction).** By enabling Settlements for a given asset and configuring a Settlement Method in your Account, you give us a standing instruction to execute Settlements in accordance with [Scenario A: Scope and Modalities](#) and the [Scenario A: Maximum Execution Times and Finality](#) section. Each Settlement cycle constitutes your instruction to transfer the sweepable portion of your Balance in that asset to your Settlement Method.
- 3.2. **Form of consent and authority.** Your consent is given by an authenticated action in your Account or an authenticated API call that effects the same configuration. Actions by your authorised users or your API Keys are binding on you.
- 3.3. **Required information.** Your standing instruction relies on the Settlement Method you have designated under Set-up and designation. Incomplete or invalid parameters may lead to rejection; see [Scenario A: Conditions for rejection, suspension and TOFR](#).
- 3.4. **Withdrawal (disable or modify).** You may withdraw your standing instruction by disabling Settlements for the relevant asset or modifying the Settlement Method in your Account. Withdrawal or modification is effective from the next Settlement cycle

CONFIRMO

if made before the applicable cut-off; otherwise, it takes effect from the following cycle.

- 3.5. **Irrevocability after inclusion.** Once a Settlement has passed cut-off for inclusion in a cycle, it cannot be withdrawn for that cycle. After broadcast on the network, the transfer is irreversible.
- 3.6. **Notifications.** See [Scenario A: Notifications](#).

4. Scenario A: Time of Receipt and Cut-Off Times

- 4.1. **Time of receipt (scheduled Settlements).** For each Settlement cycle in an asset for which you have enabled Settlements and saved a valid Settlement Method, your standing instruction is deemed received at the applicable cut-off time for that asset on a Business Day. If the cut-off is missed, the instruction is deemed received at the next applicable cut-off on the next Business Day.
- 4.2. **Cut-off time.** We apply a single cut-off time per Business Day for inclusion in the same-day Settlement cycle. The cut-off time is 8:00. Any invoice marked as “Paid” and credited to your Balance by 8:00 will be included in the Settlement for that Business Day.
- 4.3. **Effect of changes or withdrawal.** Disabling Settlements for an asset or modifying the Settlement Method before the cut-off is effective for that day’s cycle; changes made after cut-off take effect for the next cycle. See [Scenario A – Initiation, Consent and Withdrawal of Instruction](#).
- 4.4. **Evidence of receipt.** We timestamp receipt events and log inclusion/exclusion against the applicable cut-off. The resulting Settlement (if executed) is visible in your Account and via the API under its Settlement ID.
- 4.5. **Operational contingencies.** We may suspend or defer inclusion at or after cut-off where doing so is necessary to comply with law or our controls (including AML/sanctions/fraud or Travel Rule checks) or where an operational incident prevents safe execution.

5. Scenario A: Maximum Execution Times and Finality

- 5.1. **Execution start point.** Execution time is measured from the cut-off time for the relevant cycle.
- 5.2. **Maximum time to broadcast.** We will broadcast the Settlement transfer to the designated network usually within 4 hours and always within the same Business Day, subject to controls and contingencies set out in this Part C.

CONFIRMO

- 5.3. **Post-broadcast processing.** After broadcast, network confirmation times are outside our control. We monitor the transaction until it reaches the confirmation level set for the network.
- 5.4. **Confirmation targets (finality).** We apply the following confirmation targets:

Crypto-asset	Network	Number of required blockchain confirmations
BTC	Bitcoin	2
	Lightning	n/a
ETH	Ethereum	10
	Arbitrum One	1
LTC	Litecoin	2
SOL	Solana	1
POL	Polygon	1
TRX	Tron	1
USDT	Tron	1
	Arbitrum One	1
	Ethereum	10
	BNB Smart Chain	15
	Optimism	1
	Polygon	1
USDC	Ethereum	10
	Arbitrum One	1
	Optimism	1
	Polygon	1

- 5.5. **Exceeded maxima / delayed confirmations.** If (i) broadcast cannot be performed within the maximum time, or (ii) confirmations do not arrive within 96 hours, we may mark the Settlement deferred or error and apply Conditions for rejection and TOFR

CONFIRMO

as applicable. We will record the status in your Account/API and proceed in accordance with the exception procedures in this Part C.

- 5.6. **Operational contingencies.** We may suspend or defer execution to comply with law or our controls (including AML/sanctions/fraud or Travel Rule checks) or during operational incidents or adverse network conditions (e.g., chain halts, fee spikes, congestion). See Conditions for rejection and TOFR.

6. Scenario A: Fees

- 6.1. **Fees.** We do not charge any fee for Settlement. However, blockchain transactions require payment of network or “gas” fees, which are determined by the underlying distributed ledger and fluctuate based on network conditions.
- 6.2. The amount you receive in each Settlement will therefore be net of any applicable network or gas fees. These fees are not set or retained by us and are outside of our control.
- 6.3. Please note that network or gas fees may become unusually high during periods of blockchain congestion, which can reduce the net amount you receive.
- 6.4. Your Settlement record will show the transferred amount, the network fee deducted, and the net amount credited to your Settlement Method.

7. Scenario A: Post-execution information and periodicity

- 7.1. **Availability and form.** We make post-execution information for each Settlement available electronically in your Account and, where applicable, via the API. Information remains accessible for review and export during the term of the Agreement and for a retention period of at least 5 years after the end of the relationship.
- 7.2. **Content of post-execution information (per Settlement).** The Settlement record includes, at a minimum: Settlement ID; date and time of execution; asset and network; destination Address and any tag/memo; transferred amount; fee(s) charged; tx hash/reference on the network (where applicable); value date (if used); Travel Rule information; and status/history sufficient for audit and reconciliation.
- 7.3. **Periodic statements.** We provide periodic statements of Settlements and related entries in electronic form via your Account and, where available, via the API.
- 7.4. **Charges for information.** Access to post-execution information and periodic statements is provided without charge when requested or delivered no more frequently than monthly. We may charge a reasonable fee for more frequent statements or bespoke extracts.
- 7.5. **On-demand details and reconciliation.** You may retrieve Settlement lists and details on demand in your Account and via the API for reconciliation. For timing of execution and inclusion rules, see [Time of Receipt and Cut-Off Times](#).

CONFIRMO

- 7.6. **Corrections and updates.** If a Settlement record requires correction (for example, to include a late network reference), we will update the record and reflect the change in your Account/API.

8. Scenario A: Conditions for rejection, suspension and TOFR

- 8.1. **Pre-conditions to execution.** Execution of a Settlement is conditional on (i) a valid standing instruction for the relevant asset; (ii) a valid Settlement Method (asset/network/address and, where applicable, tag/memo) stored in your Account; and (iii) completion of any checks we are required to perform by law or under the Agreement, including AML, sanctions, fraud/security and Travel Rule measures. See [Scenario A – Initiation, Consent and Withdrawal of Instruction](#) and the Terms and Conditions.
- 8.2. **Grounds for rejection.** We will reject inclusion of a Settlement in a cycle where one or more of the following apply: (i) the Settlement Method is incomplete, invalid, or unsupported for the selected asset/network; (ii) the available Balance is below the minimum transferable amount after fees; (iii) the instruction is not validly received under [Time of Receipt and Cut-Off Times](#); (iv) execution would breach law, regulation, a competent authority order, or our sanctions/AML/fraud controls; or (v) execution is not safely practicable due to network constraints (for example, missing required tag/memo). See [Scenario A – Scope and Modalities](#) and [Time of Receipt and Cut-Off Times](#).
- 8.3. **Grounds for suspension or deferral.** We may suspend or defer inclusion or execution where: (i) additional information or verification is required to satisfy AML/sanctions/fraud or Travel Rule measures; (ii) an operational incident or security event affects safe processing; or (iii) adverse network conditions (including abnormal fee spikes, chain halts, or congestion) materially increase execution risk. Suspended Settlements may be included in a later cycle once the cause is cleared. See Operational contingencies under Maximum Execution Times and Finality.
- 8.4. **Travel Rule pre-condition.** Where required by applicable law, we will not execute a Settlement until Travel Rule information and measures are completed for the transfer. We may request, obtain, verify, and record originator/beneficiary information, including the verification of ownership of the Settlement Method, and take risk-based measures before execution.
- 8.5. **Notice of rejection or suspension.** We will make available in your Account and, where applicable, via the API, the fact that a Settlement was rejected or suspended and, where lawful and reasonably practicable, the reason and any steps you may take to remedy (for example, update the Settlement Method or provide requested information).
- 8.6. **Remedy and re-submission.** If rejection is due to remediable issues (for example, incorrect Settlement Method parameters or missing requested information), you may correct the issue, and the standing instruction will be processed in the next

CONFIRMO

eligible cycle. If rejection is due to law, regulation, or a competent authority's order, we will not execute the order until the restriction no longer applies.

- 8.7. **Records.** Rejection, suspension, deferral, and any remedial actions are logged and visible in your Account and, where applicable, via the API for audit and reconciliation. See Post-Execution Information and Periodicity.

9. Scenario A: Notifications

- 9.1. **Scope of notifications.** We provide operational notifications related to Settlement lifecycle events for Scenario A through your Account and, where configured, via programmatic channels. These notifications are informational and do not replace the records available in your Account/API or the notice mechanics in the Terms & Conditions.
- 9.2. **Channels.** Notifications may be made available (i) in your Account dashboard, and (ii) via webhooks you configure.
- 9.3. **Authoritative source.** Your Account and API are the authoritative sources of Settlement status and details. You must verify material state changes via the API or your Account before fulfilling orders or releasing value. See Operational verification duty in the Terms and Conditions.
- 9.4. **Webhook security and verification.** We sign webhook messages; you must verify the signature before acting and confirm state via the API.
- 9.5. **Event coverage.** Settlement webhook event types, if enabled, may include: created (included for processing), broadcast, confirmed/finality reached, deferred/suspended, rejected/error.
- 9.6. **Payload content (minimum).** Each webhook, if enabled, will include at least: event type, Settlement ID, current status, timestamp, asset/network, and an idempotency key.
- 9.7. **Delivery and retries.** If a webhook is enabled and delivery fails, we apply retry logic.
- 9.8. **Idempotency and ordering.** You must treat events as idempotent and not rely on ordering; always read the latest Settlement state from the API before taking action.
- 9.9. **Enable/disable and endpoint management.** You manage webhook endpoints and secrets in your Account. Changes take effect for subsequent events.
- 9.10. **Fallback communication.** Where appropriate, we may post an in-product banner or status message in your Account if a notification channel is degraded or if an incident materially affects Settlement processing.

10. Scenario A: Communications and technical requirements

- 10.1. **Means of communication.** For Scenario A, we communicate through: your Account (in-product views and messages), the API (machine-readable data and endpoints), and, where configured, webhooks for event notifications. Contractual notices remain governed by the Terms and Conditions.

CONFIRMO

- 10.2. **Account and API access.** You access settlement information through your Account and, where available, via the API using your authentication credentials. You are responsible for maintaining the security of your Account users and API Keys in accordance with the Terms and Conditions.
- 10.3. **Webhook endpoints.** If you enable webhooks for settlement events, you must provide and maintain an HTTPS endpoint capable of receiving signed messages. See **Notifications** (Scenario A) for signature verification requirements.
- 10.4. **Supported formats.** Settlement data is made available in human-readable form in your Account and in machine-readable form through the API.
- 10.5. **Availability and maintenance.** We aim to keep the Account, API and webhook delivery available with minimal disruption.
- 10.6. **Versioning and deprecation.** We may introduce new API versions or fields to improve settlement functionality.
- 10.7. **Client environment.** You are responsible for ensuring your systems meet the minimum technical requirements necessary to access the Account and API.

11. Scenario A: Supported assets and networks

- 11.1. **Supported combinations.** We process Settlements only for asset/network combinations we support. You can designate a Settlement Method for a supported combination in your Account; unsupported combinations cannot be saved.
- 11.2. **Network parameters.** Each supported network may require network-specific parameters (for example, destination tag/memo or minimum transfer amounts). You must keep those parameters current in your Settlement Method. If a required parameter is missing or invalid, the Settlement may be rejected or returned. See [Scenario A – Scope and Modalities](#) and [Conditions for rejection](#).
- 11.3. **Confirmation targets.** Confirmation targets for supported networks are set out in [Scenario A – Maximum Execution Times and Finality](#). We may adjust these targets as networks evolve.
- 11.4. **Changes to support.** We may add, restrict, or remove support for an asset or network where reasonably necessary (including for security, legal, regulatory, or operational reasons). The details of the process are provided in the Terms and Conditions.
- 11.5. **Restricted destinations.** We may restrict or prohibit Settlements to certain destination types or addresses (for example, addresses associated with sanctions, AML findings, or known high-risk typologies) even on a supported network. See [Scenario A – Conditions for Rejection, Suspension and TOFR](#).
- 11.6. **Validation and testing.** We will require one-time validation of a new Settlement Method before first use (for example, a micro-transfer or ownership attestation) and may block execution until validation completes.
- 11.7. **Records.** Your Account shows the currently supported asset/network combinations available to you and any changes that affect your configured Settlement Methods.

CONFIRMO

See [Scenario A — Post-Execution Information and Periodicity for records and statements.](#)

Payout - scenario B

12. Scenario B — Scope and Modalities

- 12.1. **Scope.** Under this scenario, we provide the Transfer Service by transferring crypto-assets on your behalf from your Balance to the recipient's external wallet address you designate for each payout. If the asset to be sent (Payout Asset) differs from the asset held in your Balance (Client Asset), we first execute the Exchange Service under [Part B](#) and then perform the transfer. We debit your Balance for the corresponding amount, including any applicable fees disclosed before your confirmation.
- 12.2. **Set-up per payout.** For each payout you designate the destination parameters in your Account or via the API: (i) Payout Asset; (ii) supported network; (iii) destination wallet address; (iv) any network-specific destination tag/memo or equivalent identifier required for successful delivery, (v) Travel Rule information. You must ensure the destination parameters are accurate and complete for the selected asset/network.
- 12.3. **One-off instruction.** Each confirmed payout constitutes a single instruction to transfer. There is no standing instruction or schedule under Scenario B. See [Scenario B — Initiation, Consent and Withdrawal of Instruction.](#)
- 12.4. **Amount determination.** You may specify either (i) the amount to be sent in the Payout Asset, or (ii) the amount to be debited in the Client Asset. Before you confirm, we display both values and the applicable fees. If an exchange is required, the exchange amount and Customer Price are shown under the quote. See [Part B — Payout scenario \(Pricing and rate guarantee\)](#) and [Scenario B — Fees.](#)
- 12.5. **Network and parameters.** We execute the transfer on the network you select for the Payout Asset. Where a tag/memo (or equivalent) is required by that network, you must provide it; otherwise, the payout may be rejected or returned. See [Scenario B — Conditions for Rejection, Suspension and TOFR.](#)
- 12.6. **Processing sequence and debit.** Upon your confirmation: (i) we create the payout; (ii) if applicable, we execute the Exchange Service as principal under [Part B](#); (iii) we broadcast the transfer of the Payout Asset on the selected network; and (iv) we debit your Balance for the corresponding amount (including fees as disclosed pre-trade). See [Scenario B — Maximum Execution Times and Finality](#) and [Scenario B — Fees.](#)
- 12.7. **Records and access.** Each payout produces a payout record accessible in your Account and, where available, via the API (list/detail). Records include identifiers, timestamps and status history sufficient for audit and reconciliation. See [Scenario B — Post-Execution Information and Periodicity.](#)

CONFIRMO

- 12.8. **Rejection or suspension.** A payout may be rejected or suspended where (i) destination parameters are invalid, incomplete or unsupported; (ii) your Balance in the Client Asset is insufficient; (iii) AML/sanctions/fraud/security/Travel Rule controls apply under the Agreement or law; or (iv) network conditions prevent safe execution. See [Scenario B – Conditions for Rejection, Suspension and TOFR](#).
- 12.9. **Notifications.** Operational notifications for payouts are provided via your Account and, where configured, via webhooks. See [Scenario B – Notifications](#).

13. Scenario B – Initiation, Consent and Withdrawal of Instruction

- 13.1. **Initiation.** You initiate a payout by submitting an instruction in your Account or via the API with the required destination parameters. Each payout instruction is treated as a one-off order; there is no standing instruction under Scenario B. See [Scenario B – Scope and Modalities](#).
- 13.2. **Form of consent and authority.** Your consent is given by (i) an authenticated action in your Account, or (ii) an authenticated API call using your valid API Keys. Actions by your authorised users or API Keys are binding on you. See Terms and Conditions (Client Authorisation and Security).
- 13.3. **Required information.** Each instruction must include the elements listed under [Scenario B – Scope and Modalities](#) (Payout Asset, supported network, destination address, if applicable, tag/memo, and Travel Rule information). Incomplete or invalid information may lead to rejection. See [Scenario B – Conditions for Rejection, Suspension and TOFR](#).
- 13.4. **Withdrawal or modification.** You may freely modify or discard an unconfirmed payout draft. Once confirmed, a payout instruction cannot be withdrawn or modified via your Account or API.
- 13.5. **Irrevocability after broadcast.** Once broadcast to the network, the transfer is irreversible on the distributed ledger.
- 13.6. **Notifications.** Instruction acceptance, execution, rejection, or suspension is communicated through your Account and, where configured, via webhooks. See [Scenario B – Notifications](#).

14. Scenario B: Time of Receipt and Cut-Off Times

- 14.1. **Time of receipt (payout instructions).** A payout instruction is deemed received when you confirm it in your Account or via the API, provided that the instruction is complete and valid.
- 14.2. **Cut-off time.** We do not apply a cut-off time. Payouts are processed 24/7.
- 14.3. **Evidence of receipt.** We timestamp each confirmed payout instruction. The resulting payout record (if executed) is visible in your Account and via the API under its payout ID.

CONFIRMO

15. Scenario B: Maximum Execution Times and Finality

- 15.1. **Execution start point.** Execution time is measured from the moment the payout instruction is received under [Scenario B – Time of Receipt and Cut-Off Times](#).
- 15.2. **Maximum time to broadcast.** We will broadcast the payout transfer to the designated network as soon as possible (typically within minutes) and always within 24 hours of receipt, subject to the controls and contingencies outlined in this Part C.
- 15.3. **Post-broadcast processing.** After broadcast, network confirmation times are outside our control. We monitor the transaction until it reaches the confirmation level set for the network.
- 15.4. **Confirmation targets (finality).** We apply the confirmation targets as set out in [Scenario A: Maximum Execution Times and Finality](#).
- 15.5. **Exceeded maxima / delayed confirmations.** If (i) broadcast cannot be performed within the maximum time, or (ii) confirmations do not arrive within 96 hours, we may mark the payout deferred or error and apply [Scenario B – Conditions for Rejection, Suspension and TOFR](#). We will record the status in your Account/API.
- 15.6. **Operational contingencies.** We may suspend or defer execution to comply with law or our controls (including AML/sanctions/fraud or Travel Rule checks) or during operational incidents or adverse network conditions (e.g., chain halts, fee spikes, congestion). See Scenario B – Conditions for Rejection, Suspension and TOFR.

16. Scenario B: Fees and Pre-Execution Disclosure

- 16.1. **Fee components and payer.** You are responsible for all charges related to Scenario B payouts. Charges include (i) a network fee required by the selected network to process the transfer, and (ii) a processing fee.
- 16.2. **Estimation and presentation.** Network fees fluctuate and may not be known precisely before broadcast. We estimate the network fee for each payout using current network conditions and our methodology as set out in [Part B: Payout scenario – Fees](#). We display our applicable fees before you confirm the payout.
- 16.3. **Deduction mechanics.** Deduction mechanics is provided under [Part B: Payout scenario – Fees](#).
- 16.4. **Pre-execution warning.** Before you confirm, we provide a standard notice that (i) transfers on DLT are irreversible once broadcast, and (ii) some networks require a destination tag/memo for successful delivery. See [Scenario B – Initiation, Consent and Withdrawal of Instruction](#) and [Scenario B – Conditions for Rejection, Suspension and TOFR](#).
- 16.5. **Records and itemisation.** After execution, your payout record shows the transferred amount, the fees charged, and the net amount credited to the destination. Itemised details are available in your Account and via the API under the payout ID.

CONFIRMO

17. Scenario B — Post-Execution Information and Periodicity

- 17.1. **Availability and form.** We make post-execution information for each payout available electronically in your Account and, where applicable, via the API. Information remains accessible for review and export during the term of the Agreement and for a minimum of 5 years after the end of the relationship.
- 17.2. **Content of post-execution information (per payout).** The payout record includes, at a minimum: payout ID; date and time of execution; asset and network; destination address and any tag/memo; transferred amount; fees charged; tx hash/reference on the network (where applicable); Travel Rule information; and status/history sufficient for audit and reconciliation.
- 17.3. **Periodic statements.** We provide periodic statements of payouts and related entries in electronic form via your Account and, where available, via the API.
- 17.4. **Charges for information.** Access to post-execution information and periodic statements is provided without charge when requested or delivered no more frequently than monthly. We may charge a reasonable fee for more frequent statements or bespoke extracts.
- 17.5. **On-demand details and reconciliation.** You may retrieve payout lists and details on demand in your Account and via the API for reconciliation. For timing of execution rules, see [Scenario B — Time of Receipt and Cut-Off Times](#). For operational incidents and exceptions, see [Scenario B — Conditions for Rejection, Suspension and TOFR](#).
- 17.6. **Corrections and updates.** If a payout record requires correction (for example, to include a late network reference), we will update the record and reflect the change in your Account/API.

18. Scenario B: Conditions for Rejection, Suspension and TOFR

- 18.1. **Pre-conditions to execution.** Execution of a payout is conditional on (i) a valid instruction with complete parameters under [Scenario B — Scope and Modalities](#), (ii) sufficient Balance in the relevant Client Asset, and (iii) completion of any checks we are required to perform by law or under the Agreement, including AML, sanctions, fraud/security and Travel Rule measures. See also [Part B — Payout Scenario — End-to-End Process](#).
- 18.2. **Grounds for rejection.** We will reject a payout where one or more of the following apply: (i) destination parameters are incomplete, invalid, or unsupported for the selected asset/network; (ii) your Balance in the Client Asset is insufficient; (iii) execution would breach law, regulation, a competent authority order, or our AML/sanctions/fraud/Travel Rule controls; or (iv) execution is not safely practicable due to network constraints (for example, missing required tag/memo). See also [Part B — Payout Scenario — Pricing and Rate Guarantee](#).
- 18.3. **Grounds for suspension or deferral.** We may suspend or defer inclusion or execution where: (i) additional information or verification is required to satisfy AML/sanctions/fraud or Travel Rule measures; (ii) an operational incident or security event affects safe processing; or (iii) adverse network conditions (including abnormal

CONFIRMO

fee spikes, chain halts, or congestion) materially increase execution risk. Suspended payouts may be executed once the cause is cleared.

- 18.4. **Travel Rule pre-condition.** Where required by law, we will not execute a payout until Travel Rule information and measures are completed for the transfer. We may request, obtain, verify, and record originator/beneficiary information, including verification of ownership of the destination wallet, before execution.
- 18.5. **Notice of rejection or suspension.** We will make available in your Account and, where applicable, via the API, the fact that a payout was rejected or suspended and, where lawful and reasonably practicable, the reason and any steps you may take to remedy.
- 18.6. **Remedy and re-submission.** If rejection is due to a remediable issue (for example, incorrect payout parameters or missing requested information), you may correct the issue and submit a new instruction. If rejection is due to law, regulation, or a competent authority's order, we will not execute the order until the restriction no longer applies.
- 18.7. **Records.** Rejection, suspension, deferral, and remedial actions are logged and visible in your account, and where applicable, via the API for audit and reconciliation purposes. See [Scenario B – Post-Execution Information and Periodicity](#).

19. Scenario B - Notifications

- 19.1. **Scope of notifications.** We provide operational notifications related to payout lifecycle events under Scenario B through your Account and, where configured, via programmatic channels. Notifications are informational and do not replace the records available in your Account/API or the notice mechanics in the Terms and Conditions.
- 19.2. **Channels.** Notifications may be made available (i) in your Account dashboard, and (ii) via webhooks you configure.
- 19.3. **Authoritative source.** Your Account and API are the authoritative sources of payout status and details. You must verify material state changes via the API or your Account before fulfilling downstream obligations or releasing value. See Terms and Conditions – Client Duties.
- 19.4. **Webhook security and verification.** We sign webhook messages; you must verify the signature before acting and confirm the state via the API.
- 19.5. **Event coverage.** Payout webhook event types, if enabled, may include: created (submitted/accepted), broadcast, confirmed/finality reached, deferred/suspended, rejected/error.
- 19.6. **Payload content (minimum).** Each webhook, if enabled, will include at least: event type, payout ID, current status, timestamp, asset/network, and an idempotency key.
- 19.7. **Delivery and retries.** If a webhook is enabled and delivery fails, we apply retry logic.
- 19.8. **Idempotency and ordering.** You must treat events as idempotent and not rely on ordering; always read the latest payout state from the API before taking action.

CONFIRMO

- 19.9. **Enable/disable and endpoint management.** You manage webhook endpoints and secrets in your Account. Changes take effect for subsequent events.
- 19.10. **Fallback communication.** Where appropriate, we may post an in-product banner or status message in your Account if a notification channel is degraded or if an incident materially affects payout processing.

20. Scenario B – Communications and Technical Requirements

- 20.1. **Means of communication.** For Scenario B, we communicate through: your Account (in-product views and messages), the API (machine-readable data and endpoints), and, where configured, webhooks for event notifications. Contractual notices remain governed by the Terms and Conditions.
- 20.2. **Account and API access.** You access payout information through your Account and, where available, via the API using your authentication credentials. You are responsible for maintaining the security of your Account users and API Keys in accordance with the Terms and Conditions.
- 20.3. **Webhook endpoints.** If you enable webhooks for payout events, you must provide and maintain an HTTPS endpoint capable of receiving signed messages. See Scenario B – Notifications for signature verification requirements.
- 20.4. **Supported formats.** Payout data is made available in human-readable form in your Account and in machine-readable form through the API.
- 20.5. **Availability and maintenance.** We aim to keep the Account, API and webhook delivery available with minimal disruption.
- 20.6. **Versioning and deprecation.** We may introduce new API versions or fields to improve payout functionality.
- 20.7. **Client environment.** You are responsible for ensuring your systems meet the minimum technical requirements necessary to access the Account and API.

21. Scenario B – Supported Assets and Networks

- 21.1. **Supported combinations.** We process payouts only for asset/network combinations we support. You may designate a payout only for a supported combination in your Account; unsupported combinations cannot be executed. Currently we support the following combinations:

Client Asset (merchant's balance)	Payout Asset (asset to be transferred)
Funds	BTC, ETH, LTC, USDT, USDC
BTC	BTC
USDT (TRC20)	USDT (TRC20)
USDC (ERC20)	USDC (ERC20)

CONFIRMO

- 21.2. **Network parameters.** Each supported network may require network-specific parameters (for example, a destination tag/memo or minimum transfer amounts). You must keep those parameters current when setting the payout instruction. If a required parameter is missing or invalid, the payout may be rejected or returned. See [Scenario B — Conditions for Rejection, Suspension and TOFR](#).
- 21.3. **Confirmation targets.** Confirmation targets for supported networks are set out in [Scenario A — Maximum Execution Times and Finality](#) and apply equally to payouts under Scenario B.
- 21.4. **Changes to support.** We may add, restrict, or remove support for an asset or network where reasonably necessary (including for security, legal, regulatory, or operational reasons). The details of the process are provided in the Terms and Conditions.
- 21.5. **Restricted destinations.** We may restrict or prohibit payouts to certain destination types or addresses (for example, addresses associated with sanctions, AML findings, or known high-risk typologies) even on a supported network. See Scenario B — Conditions for Rejection, Suspension and TOFR.
- 21.6. **Records.** Your Account shows the currently supported asset/network combinations available to you and any changes that affect your configured payout options. See Scenario B — Post-Execution Information and Periodicity for records and statements.