

# CONFIRMO

## **Confirmo Limited** **Pre-contractual Information to Prospective Clients**

This document is provided to you as a pre-contractual disclosure in your capacity as a potential client. It has been prepared in accordance with Guideline 1 of the 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).

The document summarises the key information and conditions relating to our provision of transfer services for crypto-assets, as well as exchange services for crypto-assets. It is intended to be concise and therefore necessarily contains generalisations and does not cover all aspects in full detail. You should read this document together with all applicable contractual documentation before entering into a contractual relationship with us.

### **The disclosure**

**We.** We are Confirmo Limited, a company incorporated in Ireland with its registered office at 8-34 Percy Place, Dublin 4, Dublin, D04 P5K3, Ireland.

**Contact details.** If you wish to contact us, you can email us at [support@confirmo.net](mailto:support@confirmo.net).

**Competent authority.** We are authorised and supervised by the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3, Ireland. Contact details are available at <https://www.centralbank.ie/contact-us>.

**Main characteristics of our Exchange Service.** The Exchange Service consists of us exchanging one asset for another as principal, i.e. buying one asset from you and selling you a different asset. We provide the Exchange Service only in connection with a transaction (invoice or payout).

**Main characteristics of our Transfer Service.** The Transfer Service consists of us transferring crypto-assets on your behalf to an external wallet address that you designate. You instruct us through your Account or API, and we execute the transfer on the selected distributed ledger technology (DLT) network.

**Form and procedure for initiating or consenting to exchange.** You initiate an exchange by creating an invoice or payout through your Account dashboard or via the API. For invoices, your customer's payment within the validity window triggers the execution. For payouts,

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you confirm a quote within the displayed quote period. Your instruction is effective once the payment or confirmation is received and validated.

**Form and procedure for initiating or consenting to a transfer.** You initiate a transfer through your Account or API either by enabling daily settlements (standing instruction) or by creating a payout (one-off instruction). Consent is given by an authenticated action in your Account or by an authenticated API call. Required information includes the destination address, network, and, if applicable, destination tag or memo. We also require that you identify the originator and beneficiary of the transaction according to Travel Rule regulations. Transfers are irreversible once broadcast to the network.

**Conditions for rejecting exchange.** We may reject an exchange if payment is made in an unsupported asset or network, is sent to an incorrect address, does not receive required confirmations within the maximum timeframe, is outside invoice validity, or triggers AML, sanctions, fraud or security controls.

**Conditions for rejecting transfer.** We may reject or suspend a transfer if the destination details are invalid or incomplete, your Balance is below the minimum transferable amount after fees, your instruction is outside cut-off, network conditions prevent safe execution, or our AML, sanctions, fraud or security controls require rejection.

**Determination of the time of receipt of the instruction to exchange.** For invoices, the time of receipt is when the customer broadcasts payment within the validity window. For payouts, the time of receipt is the timestamp of your confirmation of the payout. If a validity window or quote period expires without confirmation or payment, no instruction is deemed received.

**Determination of the time of receipt of the instruction to transfer.** For settlements, the time of receipt is the applicable daily cut-off for the enabled asset. For payouts, the time of receipt is the time of your confirmation in your Account or via the API. If the cut-off or quote expiry passes, the instruction is treated as not received.

**Supported assets, networks and their combination.** We support only the crypto-assets and networks listed in our Commercial Policy (e.g., BTC on Bitcoin, ETH on Ethereum, Arbitrum, USDT on Tron, Ethereum, BNB Smart Chain, Polygon, Optimism, and Arbitrum). The list of supported combinations is available in your Account and API.

**Maximum execution time of transfer.** We will broadcast a settlement transfer to the designated network typically within 4 hours from the cut-off date, and always within the same Business Day. For payouts, we typically broadcast the transfer minutes after receiving

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the instruction, and always within 24 hours. After broadcast, execution time depends on the network. If broadcasting or confirmations are delayed beyond the defined maximum timeframe, we may suspend or mark the transfer as an error.

**Number of confirmations.** We apply confirmation targets per network. The details are available in the Commercial Policy.

**Fees.** You pay our processing fees and network fees. Fees are displayed to you before you confirm a payout or settlement cycle. All fees are published in our Fee Schedule.

**Means of communication.** Communications take place electronically via your Account, API, registered email, or configured webhooks. You must maintain compatible software, hardware, and internet connection. At minimum, a modern browser or mobile operating system supported by our web portal is required.

**Provision of information to you.** Post-execution information on each transfer or exchange is available in your Account and API. Records include identifiers, timestamps, amounts, fees, destination address, and network transaction ID. Information remains accessible during the Agreement and for at least 5 years thereafter. Notifications are also available via webhooks and email where configured.

**Languages.** The Agreement and all related communications are concluded and undertaken in English.

**Fraud / threat notifications.** If we suspect fraud or security threats, we notify you through secure channels: email to your registered address and/or webhook notification signed with our authentication key.

**Notification of unauthorised or incorrectly initiated transfers.** You must notify us without undue delay and no later than 13 months after your Balance was debited of any unauthorised or incorrectly executed transfer. We are liable in accordance with the Terms & Conditions, subject to limits set therein, unless you failed to keep your authentication credentials secure or failed to notify us within the stated period.

**Termination of the Agreement.** You may terminate the Agreement at any time by giving notice through your Account or by email to support@confirmo.net. Termination is effective after completion of any pending transactions and subject to obligations under the Terms & Conditions (including AML and record-keeping requirements).