ĊONFIRMO

Terms and Conditions

Last updated: 11 December 2025

Effective: 30 December 2025

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE AND OUR SERVICES

1.   Contract Formation, Overview and Definitions

1.1.   By registering on the Site, you enter into a legally binding relationship with Confirmo srl governed by the Agreement. This relationship establishes the rights and obligations applicable to the use of the Service, including the associated risks, limitations, and responsibilities. Please read the terms of this Agreement carefully before agreeing. This Agreement also emphasises certain risks associated with the use of the Service.

1.2.   This Agreement is provided and concluded in English. You agree that any use of the Service by you shall constitute your acceptance of this Agreement.

1.3.   To use the Service, you agree that you are over 18 years old and have the legal capacity to enter into this Agreement. If you wish to avoid being bound by the Agreement, do not proceed further.

1.4.   The Company operates via the Site under the trade name of Confirmo srl (hereinafter referred to the "Company", "we", or "us"). The Company is registered in the Dominican Republic, trade license no. 891936, with its registered office at Torre Solazar, Confirmo Group, Piso 12B, Calle Gustavo Mejia Ricard No. 54, Santo Domingo - Naco 10127, Dominican Republic. The Company is registered in the Commercial Register of Santo Domingo under the registered no. 216924SD and tax no. 133565676.

1.5.   You can contact the Company at our office or through support@confirmo.net. Our business hours are Monday to Friday, 09:00 to 17:00 CET.

1.6.   We only provide the Service in the countries permitted in our registration form. The availability of certain countries may change from time to time without prior notice due to regulatory requirements, conditions in the country, or circumstances otherwise beyond our control. Always check our Site for a list of currently available countries.

1.7.   Please read this Agreement carefully before using the Site. Once you click that you accept this Agreement, please print it on paper or as a PDF and keep it safe. We may change the Agreement in accordance with Section 28.

1.8.   Please note the following key terms applicable to your use of the Service:

Abandoned Account: Any Confirmo account through which no transactions have been processed for a minimum of 12 months, or for which contact information (phone number, email address) is no longer valid and the Client is non-responsive.

Agreement: The contractual relationship between the Client and Confirmo, composed of (a) these Terms and Conditions, (b) any documents referred to in these Terms and Conditions, and (c) a separate written contract, if entered into, which incorporates or refers to these Terms and Conditions.

AML: Law No. 155-17 of June 1, 2017: "Anti-money laundering and terrorist financing act" – replacing the previous Law No. 72-02 (2002) of the Dominican Republic, Financial Action Task Force (FATF) Recommendation 16 of the FATF standard, also referred to as the "Travel Rule".

Applicable Law: Laws of the Dominican Republic.

Application: Software for creating payment requests and processing payments accessible at confirmo.net.

Business Days: Official Business Days in the Czech Republic.

Business Hours: Hours 09:00 to 17:00 CET on Business Days.

Client (you, Merchant): Merchant selling goods or services or a payment gateway operator or payment integrator.

Confirmo (Company, we, our or us): The Company is registered in the Dominican Republic, trade license no. 891936, with its registered office at Torre Solazar, Confirmo Group, Piso 12B, Calle Gustavo Mejia Ricard No. 54, Santo Domingo - Naco 10127, Dominican Republic, providing peer-to-peer Cryptocurrency processing and exchange into fiat Currencies.

Event Outside Control: Any act or event beyond Confirmo's reasonable control, including without limitation non-delivery or defective delivery of third-party services necessary to provide the Service (including but not limited to those of our partners, vendors and suppliers), strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters, failure of public or private telecommunication networks, world wide web unavailability or malfunction, governmental prohibition or other limitation of peer-to-peer Cryptocurrencies, or seizing of infrastructure and operations of peer-to-peer Cryptocurrencies.

Execution Date: Date of acceptance of this Agreement, i.e., your date of registration.

Fee Schedule: The Fee Schedule with Fees for some of our services, which is available on our Site.

Fees: Amounts billable by Confirmo to the Client under this Agreement including the Fee Schedule.

Fiat Currency (FC): US Dollars (USD), Euro (EUR) and other supported currencies.

DC Gateway: Software and technology that enables the processing of peer-to-peer Cryptocurrency payments and their exchange to fiat Currencies.

Payment Exceptions: Situations when an invoice is not fully paid (Underpayment), overpaid (Overpayment), or when a payment has been sent to an expired invoice (Expired Payment).

Peer-to-peer Cryptocurrency (DC): An open-source software-based online payment system such as Bitcoin. Payments are recorded in a public ledger using its own unit of account and are based on a peer-to-peer protocol.

Service: Transaction processing, account and exchange services provided by Confirmo, including access to the Client's management facility (Confirmo account).

Site: The website confirmo.net and related websites, where registration, this Agreement, Fees, the Service and any other information is accessible.

Software: The Site and the Application.

Transaction: A transfer of peer-to-peer Cryptocurrency or reverse transfer in case of refund for cancelled sale.

2.   Legal Disclaimer

2.1.   This Agreement contains our entire agreement on the subject matter hereof. No statement of any party made after conclusion shall be interpreted contrary to the provisions of this Agreement.

2.2.   If any provision of this Agreement is or becomes invalid, void, or unenforceable, then the invalidity, ineffectiveness, or unenforceability of such provision shall not affect the validity, effectiveness, and enforceability of the remaining provisions of this Agreement unless otherwise defined by Law.

2.3.   You, as the Client, are solely responsible for understanding and complying with all Laws, rules, and regulations specific to your jurisdiction that may be applicable in connection with

the use of the Service, including but not limited to those related to export and import activities, taxes, or foreign currency transactions.

2.4.   This Agreement is only provided to business entities. Only business entities that sell goods or services may use the Service. We do not offer any Service to consumers or enter into binding legal relationships with consumers.

3.   Provision of the Service

3.1.   We agree to provide our Service to you for the purpose of Transaction processing through our Software. We are a DC payment processor enabling acceptance of DC as a form of payment for goods and services (Invoicing), as well as enabling DC payouts to third parties (Payouts). For the purposes of these transfer services, We also provide an exchange service. We do not provide custody services.

3.2.   You authorise us to receive, hold, and disburse funds on your behalf and to take any and all actions that we deem necessary or desirable to provide the Service and to comply with the Applicable Law.

4.   Nature of the Service

4.1.   Data registered in the DC protocol is not considered to be receivable from another person, and any DC Transaction is thus not deemed to be a monetary transaction in cash or electronic money under investment services or payment service laws, or any other applicable legal statute. DC does not constitute a currency or money.

4.2.   The exchange of DC into FC does not constitute an exchange of currencies.

4.3.   Supported DCs are not considered to be investment instruments pursuant to investment securities law because DCs do not have the nature of a security (or book-entry) or a derivative.

5.   Obligations

5.1.   We are obliged to:

5.1.1.   provide you and your customers with invoices and payment details in DC for every authorised Transaction,

5.1.2.   guarantee a DC/FC exchange rate for a specified period of time,

5.1.3.   process all payments received in DC within a specified time.

5.2.   You are obliged to:

5.2.1.   provide us with accurate, correct, and valid payment information,

5.2.2.   adhere to this Agreement,

5.2.3.   refrain from any speculative or fraudulent Transactions using DCs,

5.2.4.   price goods and services in FC of the respective country of sale together with the chosen DC.

5.2.5.   pay all Fees.

6.   The License

6.1.   The Software, as specified above, is subject to provisions of the copyright laws, and we own all intellectual property rights for the Software.

6.2.   We provide the license to you on a non-exclusive, non-transferable basis for use of the Site and Application during the term of the Agreement. The remuneration for the license is included in the fees charged for the provision of the Service. You are not allowed to grant the license to any third party. The scope of the license is territorially unlimited.

6.3.   We are authorised to change the Site and Application or any of their parts however deemed necessary during the term of the Agreement. Any changes to the Site and Application do not constitute a change in the license clause and the license is granted to the changed Software immediately after such change is adopted.

6.4.   You are authorised to use Confirmo logos or marks only on your promotional materials and websites to indicate that Confirmo is a system used for the acceptance of DC payments. We do not own any copyright of the Bitcoin or any other DC name, logo or brand itself, and this Agreement does not authorise you to use any protected rights in this manner.

7.   Representation and Warranties

7.1.   You hereby warrant to us that during the whole term of this Agreement, your use of the Service:

7.1.1.   will not breach any applicable international, Dominican or European law or regulation or law of the country of your incorporation or residence, including applicable tax Laws.

7.1.2.   will not relate to sales of

- drugs, narcotics, research chemicals, medicals or any controlled substances,
- items that infringe or violate any copyright or trademark,
- items that are restricted from trade by the decision of responsible authorities,
- ammunition, firearms, explosives, weapons or knives,
- high-yield program schemes, Ponzi schemes or any other similar schemes.

7.1.3.   will not relate to sales of any services or goods that are fraudulent or in any way illegal or breaching Consumer Rights.

7.2.   You hereby warrant to us that you have the right, power and ability to enter into and to perform this Agreement and that persons acting on your behalf have the authorisation to do so.

7.3.   You hereby warrant to us that no Transaction submitted for processing to us shall be used:

7.3.1.   for money laundering or any other criminal activity.

7.3.2.   to split sales Transactions in order to avoid or circumvent authorisation limits; i.e. two or more sales Transaction receipts shall not be used for a single Transaction.

7.3.3.   as a speculative Transaction on DC/FC exchange rates.

7.4.   This Agreement is an agreement for the provision of the Service. We do not grant or offer any warranty for the quality of the Service provided. We disclaim all warranties, including any warranty regarding quality, suitability for a particular purpose, or any service provided to the extent permitted by Law.

7.5.   Notwithstanding anything in this Agreement to the contrary, no event shall make us liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, or any damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

7.6.   We shall in no event be liable or responsible for any delays or errors in the performance of the Service caused by other parties or events outside of our reasonable control.

7.7.   No term of this Agreement shall be enforceable by a third party, especially by your customers.

7.8.   This Agreement does not create an agency, partnership, joint venture, or employment relationship between you and us. The parties are independent contractors in the performance of their respective obligations hereunder.

7.9.   Neither party shall bind the other party to any contract or performance of obligation, nor shall either party represent to any third party that it has the right to enter into a binding obligation on the other party's behalf.

7.10.   We do not own or control the underlying software protocols that govern the operation of DCs supported on our platform. In general, the underlying protocols are open-source, and anyone can use, copy, modify, and distribute them. Unless explicitly mentioned on our Site or in this Agreement, We do not support or process payments for unsupported payments, coins, tokens, or blockchain forks, collectively known as unsupported payments. We assume absolutely no responsibility whatsoever with respect to unsupported payments.

8.   Fees

8.1.   Fees applicable in connection with our Service are specified in this Agreement and in the Fee Schedule.

8.2.   We reserve the right to amend the Fee Schedule from time to time. We will notify you about the amendments of the Fee Schedule through notification information shown in our records. Your rights as set out in Section 28 shall apply.

9.   Confirmo Account Registration

9.1.   You are obliged to open an account on our Site to be able to use our Service. The information you provide at the time of account opening must be accurate, valid and complete, and you must inform us in a timely fashion of any changes to such information.

9.2.   We may request additional information from you to ensure you are a business entity and to ensure compliance with Applicable Law, including personal details of directors, copies of

directors' identity documents, copies of the certificate of incorporation, articles of association, a commercial license or any other documents.

9.3. We expressly reserve the right to delist any FC and/or DC from our Service via notification to you if you hold such a balance in your account. In the notice, We shall set reasonable time limits for the cessation of exchange services and acceptance and withdrawal of the funds concerned. If you fail to withdraw funds within the notified time limit, a special Fee will be applied. The size of the Fee will be determined for each delisted fund individually. The amount of the Fee will be determined separately for each withdrawn fund. We will inform you about the amount and due date of the respective Fee.

9.4. We reserve the right to reject your account registration or to close your account and terminate this Agreement.

10. Transaction Levels

10.1. We impose daily Transaction processing limits and limits on individual Transactions unless specified otherwise. These Transaction limits may be set forth by applicable legal statutes and can only be lifted if We conduct further due diligence on you.

10.2. You agree to adhere to the applicable Transaction processing limits. We may not process any Transactions that overreach the limits, and such refusal to process them does not constitute a breach of this Agreement.

11. Invoices and Records

11.1. When providing Invoicing Service, we do not record, store or anyhow maintain data about your customers, their purchases or other specific information about your B2C or B2B Transactions above and beyond what is required by the Applicable Law. You are solely responsible for keeping all records needed to fulfil legal obligations regarding sales. If a sale of an item requires any regulatory registration, you are responsible for such registration. This applies mutatis mutandis to Payout Services.

11.2. We may at any time demand any information mentioned in the previous paragraph, and you are obliged to provide us with such information.

11.3. It is your obligation to obtain authorisation from your customers and/or third parties to which payouts were made to forward such information to us.

12. Customer Verification

12.1. When We provide Invoicing Service, you are solely responsible for obtaining any information required from those who purchase your goods or services. If applicable law requires customer identity verification, you are legally obliged to do so. We will not be responsible for any failure to verify the identities or qualifications of your customers adequately, and in case you do not provide proof that such verification had taken place, We have the right to refuse the processing of Transactions or to terminate this Agreement. This applies *mutatis mutandis* to Payout Services.

12.2. You hereby acknowledge that we have full right to demand, at any time, any information as required by the AML Law, and you agree to provide such information in due time.

13. Right to Reject Transactions

13.1.   We have an unconditional right to decline the processing of any Transaction if suspicion exists that such Transaction violates this Agreement. If We reasonably suspect that you or any third party used your Confirmo account for an illegal purpose, We are fully authorised by applicable legal statutes to forward information about you and your Confirmo account to responsible legal authorities.

14. Right to Demand Identification and Further Information

14.1.   We may be obliged by Law to identify any persons acting on your behalf in connection with the use of the Service or specific transactions. If you refuse our request for such identification, We have the right to immediately terminate your Confirmo account without notice.

15. Information and Transaction Security

15.1.   We use several security measures designed to secure your information from accidental loss and unauthorised access, use, alteration, or disclosure. We, however, cannot guarantee that unauthorised persons may not, under some conditions, gain access to your information, and you acknowledge that information is provided at your own risk, except as otherwise provided by the Applicable Law.

15.2.   As part of the provision of the Service, We may share information about you and your Confirmo account with third parties, including but not limited to your bank and your customers.

16. Advertising

16.1.   By using the Service, We may publish your corporate name, URL, artwork, text, logo, and other publicly available information about your business in our promotional materials and all marketing channels. A third party may use our publicly available information and tailor the data to create entries for directories or other channels, and the data listed on third-party directories or channels will be subject to separate third-party terms of use. You represent and warrant to us that you have the right to provide your corporate name, URL, artwork, text, logo, and other publicly available information about your business to us and that the use, copying, modification and publication of such information by us:

16.1.1.   will not infringe, violate or misappropriate any third-party copyright, patent, trade secret or other proprietary rights,

16.1.2.   will not infringe any rights of publicity or privacy, and

16.1.3.   will not be defamatory or obscene or otherwise violate any Law.

17. Invoice Generation and Exchange Rate Guarantee

17.1.   In order to create a payment request, you must make an instruction through the Software to collect a specific amount in DC or its equivalent in FC.

17.2.   We shall immediately fix the exchange rate and provide DC payment instructions to your customer in an invoice.

17.3. We will fix the exchange rate and guarantee the exchange rate to your customer for a specified period of time, which shall always be stated in the payment instructions.

17.4. If your customer transfers DC in a specified amount within the specified timeframe, We are obliged to credit the amount of DC or FC specified in the payment request to your Confirmo account once the invoice status becomes PAID.

17.5. If your customer fails to transfer DC according to the payment instructions in the time period specified therein, We will terminate such Transaction and inform you of the failure.

17.6. If you want to accept underpayments or payments sent to an expired invoice, you can enable this option and set a threshold in your Confirmo account under Invoice Settings. Please see more details in Section 19 (Payment Exceptions).

18. Processing of Payments

18.1. We will process payments sent over a DC network by your customers and post the balance to your Confirmo account once the invoice status becomes PAID.

18.2. We may thus temporarily hold debits and credits on your Confirmo account until they are settled to your bank account, online payment system account, DC address, or otherwise extinguished. We do not pay any interest on debits and credits temporarily held.

18.3. Customer payments may be settled to you in FC or in DC (see Settlements below). Should you choose to receive DC, We will only transfer the amount of DC a customer paid, less any applicable Fees, and We do not accept any responsibility for the change of DC value over time.

18.4. For an overview of the currently supported DCs, please refer to our Site. Unless explicitly mentioned on our Site or in this Agreement, We do not support or process payments for unsupported DCs. Customers shall not pay any invoice or send unsupported DCs to our DC address. If your customer transmits unsupported DCs, he or she may lose any perceived value in such payment. Additionally, you agree that we assume no responsibility whatsoever with respect to these unsupported payments, and you and your customers may not be able to recover these unsupported payments from us.

19. Payment Exceptions

19.1. Because of the nature of DC technology and, thus, technical reasons beyond our control, it is impossible to take independent action regarding the reimbursement of funds to you or your customers in the event of Payment Exception.

19.2. By default, We do not consider a payment an exception if the amount of the Payment Exception is minor. An amount is considered minor if the total administrative costs (e.g. network, administration, processing or miner fees and other administrative costs) are equal to or higher than the original amount paid by the customer. Any amount equal to or below this will be claimed by Confirmo as administrative Fee.

19.3. Underpayments: Underpayments occur when your customer sends less than the total amount required to mark the invoice as fully paid. When an invoice is not fully paid, you do

not receive the funds in your Confirmo account; instead, they are temporarily held in accordance with Section 18.

19.4. Overpayments: Overpayments occur when an invoice receives excess funds. In this scenario, the invoice is marked as paid, the funds corresponding to the original invoice amount are credited to your account, and the invoice is marked as an exception. When an invoice is overpaid, you do not receive the excess funds in your Confirmo account; instead, they are temporarily held in accordance with Section 18.

19.5. Expired Payments: Expired payments occur when a transaction is received outside the time frame referenced in Section 17. Any payments sent to an expired address will show up in Confirmo's system as an expired invoice marked as an exception and the funds are temporarily held in accordance with Section 18.

20. Resolution of Payment Exceptions

20.1. You have the right to resolve Payment Exceptions manually or automatically.

20.2. You can manually request a resolution of Payment Exceptions from your Confirmo account by contacting support and filling a Payment Exception form. In the event your request is approved, the respective amount will be credited to your account balance, or refunded to your customer. In the event of an Overpayment without an automatic resolution, you will need to provide supporting evidence of a refund request from your customer.

20.3. Your customer can request a refund directly from the invoice URL.

20.4. Refunds of Expired Payments can only be requested manually. Other Payment Exceptions can be resolved automatically, if you set a percentage threshold for automatic resolutions in your Confirmo account. The respective amounts will then be credited to your account balance. The threshold can be set:
   - up to 100 % of the invoiced amount for Underpayments.
   - up to 50 % of the invoiced amount for Overpayments, if We agree on claiming the amounts automatically. In general, this option is only available if you credit your customer amount by the Overpayment or if you refund all Overpayments to your clients directly without using the invoice URL.

20.5. The resolution is subject to a standard Merchant (processing) Fee; the exchange rate applicable at the time of resolution will be applied. We may also charge a network or other Fees for resolving the Payment Exception.

20.6. Notwithstanding the automatic resolution, you can resolve Payment Exceptions within 30 days from the date of the invoice creation. After 30 days from the invoice creation, we assume no liability towards you or your customer for a refund and a Fee for non-refunded Payment Exceptions will apply.

20.7. We reserve the right, without any explanation or reason, to not issue a refund.

21. Reverse Payments for Sales Terminated After Settlement

21.1. If you have specific refund or exchange terms or other specific conditions for sales, your refund policy must be provided to your customers prior to the Transaction itself. We will not

return or refund any Fees charged for Transactions that were later terminated by you or your customers. We can process the return of a payment or payment exception for any terminated Transactions originally processed by us if requested.

21.2. We will only process refunds under the following conditions:

21.2.1. a payment was processed on your behalf according to your request, and a terminated sale occurred,

21.2.2. a refund shall be processed in DC, e.g. you are returning DC to your customer, or you may demand an exchange of FC to DC and transfer such DC to your customer as a refund.

21.3. A refund is considered to be a new transaction, and all Terms and Conditions for such transaction shall apply, especially the calculation of the exchange rate, the fixed rate time period, and the processing fee.

21.4. In particular, We reserve the right not to process a refund when the total costs (e.g. network or miner fees) connected to such transaction may be equal to or higher than the amount being refunded.

21.5. The exchange rate applicable at the time of request execution shall be used for the calculation of the DC payment. We will not by any means be responsible for any change in the value of DC occurring between the original Transaction time and the refund time.

22. Settlements

22.1. Confirmo is not a FC payment system, and therefore, Confirmo does not offer any FC exchange service or an FC payment gateway. When providing Invoicing Service, Confirmo processes payments sent by your customers in DC, and such payments may be transferred to you in DC or a supported FC.

22.2. Settlement in DC is done via transfer to the linked DC address stored in your Confirmo account. Settlement in FC is done via transfer to your linked bank or regulated payment institution account as set in your Confirmo account. All settlements are made in one instalment on the first Business Day after you have reached the minimum Settlement amount, minimum balance and Settlement frequency.

23. Settlement Account

23.1. You are obliged to provide us with a valid bank account or online payment system account held in a supported FC. Such an account must exist during the entire term of this Agreement. You are solely liable for all fees and costs associated with your bank account or online payment system account. You authorise us to initiate electronic credits to your bank account or online payment system account at any time, as necessary, to process Settlements. We shall not be liable for any delays in receipt of funds or errors in bank account entries or online payment system account entries caused by third parties, especially your bank, online payment system, or any of their service providers.

24. Account Statements

24.1. Account statements are available in your Confirmo account at all times.

25. Payout service

25.1. To create a payout request, you must make an instruction through the Software to debit a specific amount from your balance and specify the destination DC address and blockchain. You may instruct us to debit the amount from your balance either in DC or FC.

25.2. Upon receiving the instruction, We will immediately provide you with the information regarding the guaranteed exchange rate, the Fees for the intended Transaction and the specified period during which the exchange rate is guaranteed.

25.3. We shall process the payout transaction immediately after you confirm the instruction and information as mentioned in the previous paragraph. In exceptional circumstances, We may delay the processing of the Transaction for 24 hours at maximum.

25.4. Your Confirmo account balance must be sufficiently funded for the payout transaction to be processed. We do not provide credit for this or any other purpose.

26. Account and Exchange Services

26.1. The Confirmo account is intended solely for the purposes of facilitating DC/FC exchange and transfer services as described in this Agreement. It is not designed or intended to function as a long-term storage account for holding funds indefinitely.

26.2. FC and DC balances displayed in your Confirmo account represent a general unsecured claim against Confirmo and do not represent or constitute a deposit, security, trust account, or any type of segregated or client funds. The balances are not held in a segregated account, however, we strictly divide our liquidity pool and operational pool of FC and DC.

26.3. You can deposit via the means indicated on our Site. These deposit methods may change from time to time. Where you are depositing via bank transfer, you will transfer your FC to our pooled bank accounts, and We will add the amount received minus the deposit fee to your account in the same currency. If you are depositing in DC, you warrant that you have acquired the DCs via legitimate means. You may be required at any time to explain the source of these funds. Our deposit fees are indicated on our Site.

26.4. When exchanging your funds, you do not specify the price, only the amount of FC or DC to be exchanged instantly. The exchange price includes the spread and is guaranteed at the time of your confirmation. Cryptocurrency markets are volatile, and therefore We temporarily fix the price for the exchange execution.

26.5. We do not guarantee that your orders will be fulfilled, and We may, at our own discretion, retract or withdraw an order via our Site if it is deemed suspicious or for any other reason We deem relevant.

26.6. You may withdraw from your account at any time. The withdrawal time will depend on the method used. A bank transfer may take 1–5 Business Days, depending on where you are located and the currency of the transfer. Where you are withdrawing via bank transfer, We will transfer your FC from our pooled bank accounts and the amount and fee will be deducted from your account in the same currency. You will be required to pay for any fees We incur in transferring the funds to you. For withdrawal fees, see our Site. Most withdrawal

requests made in DC will be processed immediately but, in some cases may take up to 48 hours or more.

26.7.   If your account becomes an Abandoned Account with a balance due to you, we will charge an Abandoned Account Fee, as specified in the Fee Schedule. You authorise and instruct us to deduct the Fee, along with any costs incurred in managing your Abandoned Account, directly from your balance on your behalf.

26.8.   To restore an Abandoned Account, you must either process a transaction through your account or update your contact information, depending on the reason why your account became an Abandoned Account. Any Fees or costs already deducted before such action will not be refunded.

26.9.   If your balance reaches zero or becomes insufficient to cover the Abandoned Account Fee and related costs for management of the Abandoned Account, we reserve the right to close your account and terminate this Agreement immediately without prior notice or court approval.

27.   Data Protection and Privacy

27.1.   We process personal data in connection with onboarding and the provision of the services described in the Agreement. We explain our data practices in our Privacy Policy published on the Site.

28.   Agreement Validity and Termination

28.1.   This Agreement is effective from the date you accept it by registering on the Site, and the Agreement is valid for as long as you use the Service or until it is terminated by any of the parties, provided that the Terms by their nature are intended to continue after termination (including without limitation, indemnification and chargeback obligations and limitations of liability) shall so continue after termination.

28.2.   This Agreement may be amended, supplemented or anyhow altered by us without your prior consent. We shall inform you of such amendments prior to the day the amendment becomes effective and valid. You are entitled to withdraw from this Agreement within 14 days from the date you are informed about any amendment to this Agreement; otherwise, you will be deemed to have accepted the amended Agreement. This Agreement shall not be modified in any respect without our express written agreement.

28.3.   We reserve the right to immediately and without notice cancel or temporarily suspend the Service or to terminate this Agreement if:

28.3.1.   you fail to comply with your obligations in relation to this Agreement,

28.3.2.   any of the representations and warranties above prove to be false, invalid or misleading, or

28.3.3.   a service upon which Confirmo relies is unavailable.

28.4. You are entitled to terminate this Agreement and your Confirmo account at any time. However, before your account is closed, all outstanding Fees and other claims must be fully settled.

28.5. We may terminate this Agreement and close your account at any time without stating a reason upon notice to you via email or phone. The termination notice period shall be 30 days from the delivery of the notice.

29. Taxes

29.1. You are responsible for calculating, levying, and paying any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with your use of our Software and Service.

29.2. We shall not determine whether taxes arising from any transaction should apply or be calculated, collected, reported, or remitted to any tax authority.

29.3. We do not levy any taxes on transactions at the moment of this Agreement's conclusion. However, if We are legally obliged to collect or levy any taxes or other statutory payments on any of the transactions, We are entitled to calculate and collect such taxes.

30. Assignment

30.1. We reserve the right to transfer, assign, or novate this Agreement and any rights or obligations hereunder to any entity within the Confirmo Group at any time without your prior consent. We will provide you with notice of such an assignment.

30.2. You may not transfer or assign this Agreement or any rights, receivables, or other claims granted to any third party without our prior written consent.

31. Communication

31.1. You agree to accept communications from us in electronic form and/or by means of our Site and agree that all terms, conditions, agreements, notices, disclosures or other communication that We provide to you electronically will be considered to be "in writing." In the context of such communication, the date of delivery shall be deemed to be the day following the date on which the communication was sent.

32. Governing Law

32.1. This Agreement is governed by and construed in accordance with the laws of the Dominican Republic without reference to conflict of law or choice of law provisions.

32.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The decision of the arbitrator(s) shall be final and binding upon the parties.

33. Force Majeure

33.1. Confirmo shall not be liable or responsible for any failure to perform or for any delay in the performance of obligations under this Agreement that is caused by an Event Outside Control. If an Event Outside Control takes place that affects the performance of our obligations:

33.1.1. we shall contact you as soon as reasonably possible to notify you of such an Event,

33.1.2. our obligations shall be suspended for the duration of the Event Outside Control. Where the Event Outside Control affects the performance of the Service, We shall inform you of the Event Outside Control's expected duration,

33.1.3. we shall not be liable for any harm or damage that occurs due to our failure to provide the Service as a consequence of a Force Majeure,

33.1.4. if, as a consequence of a force majeure, the provision of the Service is delayed by more than two (2) weeks, both Parties shall be entitled to terminate transactions with immediate effect by means of a written notice addressed to the other party, without being bound to damages.

34. Your Liability

34.1. You are solely responsible for all payments that you receive from your customers and all respective orders and other instructions given to us in order to process such payments. We do not bear any liability for incorrect, invalid or inaccurate information provided by you or your customers. We do not enter into any legally binding agreement with your customers or any other third parties thereof, and We are thus not responsible for any loss or damage such persons may sustain. We are not responsible for any fees, fines, penalties and other liabilities incurred by you, your customers or a third party caused by your use of the Service and/or arising from your breach of this Agreement.

34.2. If you are liable for any amounts owed to us, We may immediately deduct such amounts from your Confirmo account balance (if available). If there is insufficient balance in your Confirmo account to cover your liability, We reserve the right to collect your debt by using any payments received in your account; otherwise, you agree to reimburse us as soon as possible.

35. Our Liability

35.1. We shall not be liable to Clients for:

- any failure of any transaction, account and exchange services;
- processing a withdrawal instruction by you where the information provided to us is inaccurate;
- any failure to perform your instructions as a result of circumstances which could reasonably be considered outside our control;
- malfunctions in communication facilities which cannot reasonably be deemed to be under our control;
- any losses or delays in transmission of orders arising out of the use of any internet service provider, or caused by any browser or other software which is not under our

control; or errors on the Site or with the Service caused by incomplete or incorrect information provided to us by you or a third party.

35.2. We will attempt to process an order promptly, but any order may be delayed or cancelled for a number of reasons, including but not limited to:

- our efforts to verify your identity; to validate your transaction instructions;

- our efforts to contact you or otherwise to comply with applicable Law;

- variations in business hours and currency availability; in such circumstances, We shall not be liable to you for any direct or indirect loss you may suffer or for any negligent action.

35.3. We do not guarantee that our Site, or any content on it, will always be available or uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if, for any reason, our site is unavailable at any time or for any period.

35.4. We shall have no responsibility for any fees or charges you may incur by using a particular payment instrument to fund your account. These may include but are not limited to unauthorised or authorised overdraft fees imposed by banks if there are insufficient funds in your bank account.

35.5. Any claim for compensation made by you and/or a third party (who is not registered with us) must be notified to us and supported by any available relevant documentation.

35.6. We will only accept liability for any loss by you up to a limit which is greater than:

- the amount of any Service charged; and
- EUR 500, unless otherwise agreed by us in writing. Our cap on our liability only limits a claim for loss arising out of all activities conducted on the Site.

35.7. Nothing in this liability clause shall:

- exclude or limit liability on our part for death or personal injury resulting from our negligence; or
- exclude liability for fraud committed by us.

35.8. You agree to indemnify and hold harmless Confirmo, our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of the Site and Service, all activities that occur under your password or Account e-mail login, your violation of these Terms or any other violation of the rights of another person or party.

36. Complaints

36.1. You may file a complaint regarding the Service by contacting us via email at complaints@confirmo.net no later than thirty (30) days after the event giving rise to the complaint occurred.

36.2.   To be valid, your complaint must include:

- Your full registered business name and account details;
- The relevant Transaction ID(s) and date(s); and
- A clear description of the issue and any supporting evidence.

36.3.   We will acknowledge receipt of your complaint and aim to provide a final resolution within thirty (30) days of receiving the complete information.