

TERMS AND CONDITIONS
FOR ZND PLATFORM
effective as of July 19, 2025

These Terms and Conditions set out the rules for the use of the online platform <https://www.znd.co> and the services provided under this platform.

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I. DEFINITIONS

Whenever the following phrases are used in the Terms and Conditions, they should be understood in the meaning given below, unless the context of their use clearly indicates otherwise:

1. **ZND Account** - a set of resources and rights within the ZND Platform assigned to a specific ZND User. The ZND User gains access to the ZND Account in the form of a Dashboard using an email address and Password. ZND User logs in to his/her Dashboard after registering on the ZND Platform.
2. **Agreement** - an agreement for the provision of Services, concluded between ZND User and ZND upon User's commencement of use of the ZND Platform, with the content corresponding to these Terms and Conditions.

3. **Content** - a text, graphic or multimedia element (e.g., information about the Services, promotional videos, descriptions, comments), photos of products, and all other works covered by appropriate copyright laws that are posted on the ZND Platform.
4. **Digital Asset** - a digital representation of a given value or a given right, processed and stored in a virtual database, the integrity and correctness of which is secured through cryptographic methods. Within Digital Assets we can distinguish, among others: cryptocurrencies, tokens, NFTs, contracts; the full list of Digital Assets that are covered by Third Party Services is available on the ZND Platform, and is properly displayed in the Dashboard, each time before a ZND User uses a specific Third Party Service.
5. **FIAT currencies** - fiduciary currencies covered by Third Party Services, the full list of which is available on the ZND Platform and is properly displayed in the Dashboard, each time before a ZND User uses a specific Third Party Service.
6. **Dashboard** - a space made available to the ZND User (interface) within the ZND Platform, allowing the use of the functionality of the ZND Platform and individual Services and Third Party Services.
7. **KYC / Know Your Customer** - the mandatory process of identifying and verifying the identity of the ZND User, carried out by zondacrypto, including both during registration and at the further stage of having the ZND Account, which involves, among other things, obtaining personal data of the ZND User.
8. **Password** - a string of characters that allows access to the ZND Platform, set by ZND Users in accordance with security guidelines.
9. **Two-factor authentication ("2FA")** - a security system that requires two separate, distinct forms of authorization to access the ZND Platform.
10. **ZND Platform** - the platform operating at: <https://www.znd.co>, where the Agreement is concluded and the Services are provided.
11. **Service / Services** - a service or services provided by ZND via the ZND Platform under the terms specified in these Terms and Conditions.
12. **Subscription Plan** - an offer addressed by zondacrypto to ZND Users for providing their Digital Assets available by ZND Users to zondacrypto for a specified timeframe in exchange for the Rewards specified therein, within the ZND Earn Service. The

Subscription Plan is considered active when the Digital Assets made available by the ZND User remain contributed or have not yet been returned.

13. **Terms and Conditions** - these Terms and Conditions of the ZND Platform.
14. **Third-Party Services** - services provided by zondacrypto to which User can access through the ZND Platform at the User's own risk. Third Party Services are not Services in the meaning indicated in point 11 above and are not governed by the Agreement referred to in point 2 above. Detailed rules for the provision of Third Party Services are indicated in separate Terms and Conditions of these Services, available on the ZND Platform.
15. **ZND User** - an individual or legal entity, or any other entity with legal capacity under the laws applicable to it, registered on the Platform, which has the status of a zondacrypto Customer, understood in accordance with § 3 point 2 of the zondacrypto Terms and Conditions of Services, i.e. who has successfully passed the entire identity verification process on the zondacrypto Exchange (KYC/Know Your Customer).
16. **ZND** - the entity having the rights to the ZND Platform and providing access to it - ZND.CO OÜ with its registered office in Tallinn, address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9 (office No. 7, 2nd floor), 13917, Estonia.
17. **ZND Earn Service** - Third Party Service, provided by zondacrypto on the ZND Platform, which allows ZND Users to make their Digital Assets available in the respective Subscription Plans in exchange for Rewards, on the basis of separate [Terms and Conditions for ZND Earn Service](#).
18. **ZND Wallet** - an individual identifier of the ZND User's account on the ZND Platform, which allows transfers and storage of Digital Assets and FIAT Currencies on the ZND Platform, provided by zondacrypto - generated in accordance with [Terms and Conditions of ZND Wallet and ZND Trade Services](#).
19. **ZND Wallet Service** - Third Party Service, provided by zondacrypto on the ZND Platform, consisting of creating software enabling a storage of Digital Assets and FIAT Currencies on the ZND Platform, provided on the basis of separate [Terms and Conditions of ZND Wallet and ZND Trade Services](#).
20. **ZND Trade Service** - Third Party Service provided by zondacrypto on the ZND Platform, which allows ordering sale and purchase transactions of Digital Assets and FIAT Currencies, on the basis of separate [Terms and Conditions of ZND Wallet and ZND Trade Services](#).

21. **zondacrypto** - BB Trade Estonia OÜ with its registered office in Estonia, at: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA (office No. 10, 2nd floor), registered in the Estonian Register of Companies under the number 14814864.

II. TERMS OF USE OF THE ZND PLATFORM

1. Using the ZND Platform requires:
 - 1) use of an appropriate device that meets the minimum technical requirements, i.e. is connected to the Internet, using a current and stable version of a web browser (amongst others Google Chrome, Mozilla Firefox, Safari, Microsoft Edge),
 - 2) enable the necessary cookies in the web browser (details on the use of cookies can be found in [the Cookie Policy](#)).
2. The ZND User is solely responsible for ensuring technical compatibility between the computer equipment or other end devices used and the IT or telecommunications system and the ZND Platform.
3. When updating the ZND Platform, as a result of technical modifications, changes are made to the Services provided, the ZND will provide such information to Users via a message to the e-mail address assigned by User to his Account or by placing the relevant information in a visible place on the ZND Platform. A change in technical requirements is not treated as a change to the Terms and Conditions unless it results in the inability to provide the Service by ZND to Users.
4. ZND reserves the right to suspend or terminate the provision of individual functionalities of the ZND Platform due to the need for maintenance, review or expansion of the technical base, if this is required for the stability of the ZND Platform's operation. If necessary, ZND will make every effort to notify ZND Users in advance specifying the date and time of the technical break.
5. The ZND User undertakes to use the Services in a manner consistent with the provisions of generally applicable law, both Estonian and the ZND User's country of residence (registered office/place of business), these Terms and Conditions, as well as with good customs and principles of social coexistence. Moreover, the ZND User undertakes to refrain from actions such as:

- 1) using the ZND Platform for any activity aimed, even indirectly, at fraud (leading to adverse disposition of property),
- 2) money laundering or terrorist financing,
- 3) spamming, understood as sending unwanted or unsolicited messages, including to other ZND Users,
- 4) ones aimed at obtaining information not intended for the ZND User, including data of other ZND Users,
- 5) modifying in an unauthorized manner the Content provided by ZND or its partners, in particular provided within the ZND Platform,
- 6) actions to avoid responsibility for the sanctions imposed.

6. ZND may reference, enable ZND Users to access, or provide information about the Third Party Services, provided that ZND does not to any extent provide or promote the Third Party Services, and does not endorse or recommend the use of the Third Party Services by ZND Users. ZND User's access to and use of any Third Party Services is done voluntarily, at the User's own risk, and ZND disclaims any and all liability for ZND Users' use of any Third Party Services. Third Party Services should not be considered Services (as defined herein) and thus are not subject to the Agreement. ZND User's use of any Third Party Services, including services linked to the ZND Platform, is subject to the terms of use and privacy policy of the respective Third Party Service.

III. CREATING A ZND ACCOUNT - ZND USER REGISTRATION

1. ZND Users may register on the ZND Platform by creating a ZND Account. Creating a ZND Account requires a ZND User to first have a fully verified zondacrypto account (i.e., a Customer account on the zondacrypto Exchange at: <https://zondacrypto.com>).
2. In order to create a ZND Account, a ZND User is obliged to connect his/her zondacrypto account to the ZND Account on the ZND Platform and to confirm acceptance of these Terms and Conditions, the [Privacy Policy](#) and the [Terms and Conditions of the ZND Wallet and ZND Services](#).
3. It is possible to create a ZND Account directly from the ZND Platform; however, in this regard, the ZND User will also be required to simultaneously create a zondacrypto account and properly fully verify it under the terms of the zondacrypto [Terms and Conditions of Service](#).

4. Creating a ZND Account are results in the automatic creation of a ZND Wallet for the ZND User, within the framework of the [Terms and Conditions of ZND Wallet and ZND Trade Services](#). It is not possible to create a ZND Account without ZND Wallet.
5. Full access to the Services and Third Party Services available on the ZND Platform requires passing the full identification and verification of the Know-Your-Customer (KYC) process through the zondacrypto account, in accordance with the principles described in the zondacrypto's AML & KYC policy and [the Terms and Conditions of Service of zondacrypto](#). Full identification and verification is understood as successfully completing the authentication (KYC) process by correctly passing all its required stages. By registering on the ZND Platform, the ZND User agrees that information on his zondacrypto account's identification and verification will be transferred by zondacrypto to ZND.
6. Due to the security of ZND Users, in order to access all functionalities of the ZND Platform, ZND Users are required to turn on a Two-Factor Authentication (2FA) of their account on the Exchange, in accordance with the provisions of [the Terms and Conditions of Service of zondacrypto](#).
7. Once the activation of the ZND Account (connection to the zondacrypto account) is properly completed, the ZND User will be able to access their ZND Account from the Dashboard. Access to the Dashboard shall only be possible after logging into the ZND User's Account through the Client's account on the zondacrypto platform.

IV. AGREEMENT FOR THE PROVISION OF SERVICES

1. Upon acceptance of these Terms and Conditions, to the extent indicated below, the Agreement between the ZND User and the ZND is concluded.
2. As part of the services provided, ZND provides the ZND User with access to the ZND Platform, its Dashboard and Content browsing, as well as access to Third Party Services.
3. Access to the ZND Platform is free of charge. The use of Third Party Services may be subject to fees in accordance with the Terms and Conditions governing the provision of such Third Party Services.
4. The Agreement is concluded for an indefinite period.

5. Unless stated otherwise, ZND is the owner or licensee of all Content on the ZND Platform, including but not limited to source code, databases, functionalities, software, graphics and the overall design of the ZND Platform. ZND does not consent to the distribution, publication or other use of the Content outside of the ZND Platform.
6. ZND Users may at any time stop using the ZND Platform, or individual Services and Third Party Services offered on the ZND Platform, and terminate the Agreement with immediate effect under the terms set out below. Termination of the Agreement under the terms of the first sentence is not possible in the event that the ZND User is in the process of verifying the source of funds or other processes related to the security of zondacrypto's transactions, and resulting from the application of financial security measures and other laws.
7. The ZND user may terminate the Agreement by:
 - 1) closing the ZND Account, by submitting a termination notice via email sent to the following address: support@znd.co, subject to point 9 below,
 - 2) closing the zondacrypto account connected with his/her ZND Account (closing of the zondacrypto account results in automatic closure of the ZND Account), in accordance with the provisions set forth in the [Terms and Conditions of Service of zondacrypto](#), subject to point 9 below.
8. Closure of the Account is possible only if there are no active Subscription Plans assigned to the ZND Account.
9. Termination of the Agreement by the ZND User shall result in deletion of his/her ZND Account, understood as blocking the possibility of logging into the ZND Account and accessing the Dashboard. In such a case, the data provided by the ZND User will be removed from the ZND Platform, however, after the expiration of the mandatory period of their retention resulting from generally applicable laws.
10. Termination of the Agreement with immediate effect shall result in complete termination of the ZND User's ability to use the ZND Account.
11. The ZND may temporarily stop providing the Services in the event of justified suspicion of ZND User's violation of the applicable law, these Terms and Conditions, the terms and conditions of the Third Party Services, the rights of the ZND, or its respective partners and third parties, principles of social coexistence or good manners. Discontinuation of the Services may be made until it is clarified whether a violation has actually occurred.

12. In the event of a violation by ZND User of the law, these Terms and Conditions, the terms and conditions of the Third Party Services, the rights of the ZND's or its respective partners or the rights of third parties, the principles of social coexistence or good manners, the ZND has the right to terminate the Agreement with immediate effect.
13. The ZND may terminate this Agreement whenever all contracts for the provision of Third Party Services referred to in Section V, point 1, Items 2) and 3) are terminated or terminated by either party, and the ZND User does not take steps to re-enter them within 2 years from the time they are discontinued, or if offering the aforementioned services to the ZND User in question is impossible due to generally applicable laws.
14. ZND reserves that in the event of termination of the Agreement as a result of the violations referred to in points 12-13 above, ZND may refuse to re-establish any business relationship with the ZND User in the future, including the conclusion of another Agreement on the ZND Platform. In such a case, the ZND User may be banned from re-registering on the ZND Platform. Re-registration in spite of such prohibition shall be treated as a violation of these Terms and Conditions as defined in point 13 above.

V. THIRD PARTY SERVICES PROVIDED BY ZONDACRYPTO

1. Logging in to the ZND Platform allows the ZND User to use the Dashboard, where he/she can access the following Third Party Services:
 - 1) ZND Wallet Services,
 - 2) ZND Earn services,
 - 3) ZND Trade Services.
2. The agreement for the provision of the ZND Wallet Service and the ZND Trade Service is concluded exclusively between the ZND User and zondacrypto. ZND is not a party to this agreement and is not responsible for its proper execution. The scope of the rights and obligations of the parties to this agreement, including the scope of zondacrypto's liability, shall be determined by generally applicable laws and separate [Terms and Conditions of the ZND Wallet and ZND Services](#).
3. The agreement for the ZND Earn Service is concluded exclusively between the ZND User and zondacrypto. ZND is not a party to this agreement and is not responsible for its proper execution. The scope of rights and obligations of the parties to this

agreement, including the scope of zondacrypto's liability, is determined by generally applicable laws and separate [Terms and Conditions of the ZND Earn Service](#).

4. ZND guarantees the proper functioning of the ZND Platform, but is not responsible for the effectiveness and appropriateness of using Third Party Services referred to in point 1 above. ZND is not responsible for the consequences of non-performance or improper performance of the obligations undertaken towards the ZND User by zondacrypto with respect to the above-mentioned Third Party Services.
5. ZND is not responsible for the decisions of ZND Users regarding the use of the Third Party Services referred to in point 1 above. The aforementioned decisions are made individually and independently by ZND User on his/her own, at his/her own risk and sole responsibility. Any data, materials, information, calculations, analyses, etc., posted on the ZND Platform should not be treated as a suggestion or encouragement to make a specific investment decision, nor should they be treated as investment advice or binding assessment of the market. None of the information posted on the ZND Platform constitutes an investment recommendation or investment advisory activities within the meaning of applicable laws.
6. ZND stores information about the history of incoming and outgoing transfers from the ZND Wallet, its balance and also the history of operations made by the ZND User within the ZND Earn Service and ZND Trade Service.
7. In connection with the Third Party Services, ZND, through the Dashboard, provides the ZND User with information regarding Digital Assets and FIAT Currencies. The information provided is market information and there may be differences between it and the offer of Third Party Services, in particular, the rates of Digital Assets/Fiat Currencies displayed in the Dashboard do not necessarily reflect the rate at which they are offered in the ZND Trade Service. The ZND User should refer to the tooltips, which contain a description of the information displayed.

VI. ZND'S RESPONSIBILITY

1. The ZND User is responsible for all of its actions taken after logging into the ZND Platform. ZND User uses the Services at its own risk, which shall not exclude or limit ZND's liability related to the provision of the Services to the extent that it cannot be excluded or limited by applicable law.
2. The ZND shall be liable to the ZND User for non-performance or improper performance of the Services to the extent set forth in these Terms and Conditions,

unless the failure to perform or improper performance of the Services is a consequence of circumstances for which the ZND is not responsible under the law.

3. The use of the ZND Platform by means of third-party applications, overlays or plugins, unknown devices or unsecured networks, or in publicly accessible areas, is at the sole risk of the ZND User, for which ZND shall not be liable.
4. ZND is not responsible for technical problems or hardware limitations of ZND Users that prevent or hinder the use of the ZND Platform and Services offered through it.
5. ZND is not responsible for:
 - 1) deletion of data entered by ZND Users into the ZND Platform's IT system through IT systems beyond ZND's control,
 - 2) the consequences of ZND Users providing their login credentials on the ZND Platform with third parties,
 - 3) the effects of transactions made on the ZND User's Account, if they were ordered or made on the ZND Account while maintaining the procedure for logging into the User's Account using the ZND User's login credentials and two-factor authentication or its API keys,
 - 4) the consequences of the acts or omissions of external operators or other entities providing services to the ZND User as part of the implementation of individual functionalities of the Platform,
 - 5) delays in displaying the ZND Platform on devices used by the ZND User, created on servers other than ZND servers, or devices used by the ZND User,
 - 6) financial losses incurred by ZND Users resulting from the inability to participate in the ZND Earn Service via the ZND Platform during a technical break,
 - 7) technical problems or limitations, including the data transmission speed of the computer equipment, end device, IT system and telecommunications infrastructure used by the ZND User, preventing the ZND User from using the ZND Platform,
 - 8) consequences resulting from the ZND User's use of the ZND Platform in a manner inconsistent with applicable law, these Terms and Conditions, or the principles of social coexistence or customs adopted in this regard,
 - 9) decisions on the use of individual funds that the ZND User has made as a result of learning the information referred to in Part V, point 7.

VII. PERSONAL DATA

1. The IT system of the ZND Platform includes a set of cooperating IT devices and software, ensuring processing and storage, as well as sending and receiving of personal data via telecommunications networks, using a terminal device appropriate for a given type of network.
2. Personal data of ZND Users are collected in the ZND Platform system, and their processing is carried out in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (GDPR).
3. The rules for the processing of personal data used and processed by ZND and the general terms and conditions of the privacy policy are available on the Platform in the [Privacy Policy](#) and the [Cookies Policy](#). These documents are an integral part of these Terms and Conditions.
4. The rules for the processing of personal data used and processed as part of the provision of Third Party Services, are indicated in separate Terms and Conditions for the provision of such Third Party Services, available on the ZND Platform.

VIII. COMPLAINTS

1. If, in the opinion of the ZND User, the Services provided by the ZND are not provided in accordance with the provisions of these Terms and Conditions, the ZND User may file a complaint in the manner specified in this paragraph. Complaints shall be submitted and processed free of charge.
2. The complaint can be submitted in the form:
 - 1) in writing, by sending to the following address: address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917, Estonia,
 - 2) through the e-mail message sent to the following address: support@znd.co.
3. The complaint should include:
 - 1) the complainant's data (name; registry number/individual identification number; business/residential address, telephone; e-mail; details which would allow to identify the ZND User, such as User ID);
 - 2) description and possible documentation on the subject of the complaint;
 - 3) complete information about the advertised service;
 - 4) the date of the reported irregularity;

- 5) description of the harm, loss or damage caused, if any;
- 6) the complainant's expectations as to how the problem will be resolved;
- 7) any other comments relevant to the consideration of the complaint;
- 8) if the complaint is filed by an attorney or legal representative, a document confirming the authorization to act.

4. The conditions for the admissibility of the complaint (the necessary elements for the admission of the complaint to the merits) remain the following:

- 1) the complaint is related to ZND's activities;
- 2) the complaint is not anonymous, and the complainant has provided contact information to send ZND's response to the filed complaint (delivery address or e-mail address).

5. ZND acknowledges receipt of complaint without undue delay, no later than within 2 business days. Confirmation of receipt of the complaint shall include:

- 1) information whether complaint meets the conditions of admissibility referred to in point 4 above and if inadmissibility is found, the relevant reasons for the decision to reject complaint as inadmissible shall also be attached;
- 2) contact information, including the email address and telephone number of the person or department to whom the complainant may direct any inquiries related to the complaint filed;
- 3) the date of receipt of the complaint;
- 4) schedule applicable to ZND's handling of complaints.

6. Complaints will be processed in the order in which they are received, but no later than within 14 (fourteen) days of receipt. If the complaint does not contain the information necessary to consider it, the ZND will ask the ZND User to supplement it to the necessary extent, with the 14 (fourteen) day period running from the date of delivery of the supplemented complaint. In justified cases, the ZND may extend the deadline for processing the complaint for an additional 14 (fourteen) days, of which the person filing the complaint will be informed. In the case of Third Party Services, the time for processing a complaint may be extended by the time expected to be taken by the entity in question to process the complaint, of which the ZND User will be informed along with information on the details of the entity providing the Third Party Service.

7. During the complaint process, ZND duly informs the complainant about issues related to the processing of the complaint, as well as responds without undue delay to the complainant's reasonable requests for information regarding the pending complaint .

8. As a rule, communication is carried out by e-mail address indicated in the complaint, or at the request of the complainant in paper form.
9. ZND's decision on the consideration of the complaint shall include a detailed statement of reasons relating to all the issues raised in the complaint and include information on possible remedies leading to the resolution of the problem.
10. The ZND User has the right to appeal against the decision made by ZND regarding the complaint. The appeal can be submitted in the same forms as those intended for filing the complaint. The rules for processing complaints, including the timetable, apply accordingly to the appeal process.
11. ZND provides appropriate technical tools, to collect all data on complaints, which provide security against unauthorized data leakage.

IX. AMENDMENT OF THE TERMS AND CONDITIONS

1. Amendments to the Terms and Conditions shall come into force on the date of their publication on the ZND Platform, about which the ZND User will be informed via a message sent to the e-mail address assigned to his/her ZND Account, no later than 7 days before they come into force.
2. In the event of a change in the content of these Terms and Conditions under the terms set forth above, the ZND User shall have the right to terminate the Agreement within 7 days from the date of notification of the change in these Terms and Conditions. In such case, the ZND User will not be able to use the Third Party Services, and the ZND Account will be closed after the termination of the last active Subscription Plan, subject to situations in which closing the ZND Account is not possible due to verification of the source of funds or other processes related to the security of transactions made by zondacrypto, and resulting from the application of financial security measures and other laws.
3. The ZND User may terminate the Agreement by email to the following address: support@znd.co.
4. The ZND reserves the right to change these Terms and Conditions sooner than the deadline indicated above in the event of at least one of the following important reasons:
 - 1) changes in generally applicable laws governing the provision of Services by ZND, affecting the mutual rights and obligations of the parties, or changes in the

interpretation of the law as a result of court rulings, decisions, recommendations or orders of competent authorities competent in the country (e.g. warnings, recommendations, positions of financial supervisory authorities),

- 2) a change in the method of providing Services electronically caused solely by technical or technological reasons beyond the control of the ZND (e.g., a change in the terms and conditions of the hosting service),
- 3) granting ZND Users additional rights without changing the remaining scope of the Services provided so far, to which the provisions of the Terms and Conditions apply, or granting rights consisting of the introduction of new services and functionalities.

5. If changes are made to the Terms and Conditions, the unified text of the Terms and Conditions will be made available by publishing it on the ZND Platform website and by means of a message sent to the email address assigned by the ZND User to his/her ZND Account.

X. FINAL PROVISIONS

- 1. Upon request of a ZND User sent to the e-mail address: support@znd.co, the ZND will send the ZND User the content of these Terms and Conditions in a way that enables its acquisition, reproduction, and recording using the IT system used by ZND User.
- 2. The Agreement concluded between a ZND User and ZND shall be governed by the laws of the Republic of Estonia. The above stipulation does not deprive ZND Users who are consumers of the protection granted to them by the law of their place of residence.
- 3. The ZND User agrees that the court having jurisdiction to hear any disputes that may arise under these Terms and Conditions and the Agreement shall be the common court with local and material jurisdiction over the ZND's registered office, provided that the ZND User is not a consumer within the meaning of the generally applicable provisions referred to in item 2 above. If the ZND User is a consumer within the meaning of the generally applicable Terms and Conditions referred to in Section 2 above, the jurisdiction of the court shall be determined by the consumer Terms and Conditions.
- 4. The ZND User who is a consumer has the opportunity to use out-of-court modes of complaint and redress. Information on how to access the above-mentioned mode and

procedures for resolving disputes include, among others: on the EU ODR online platform, available at: <https://ec.europa.eu/consumers/odr/>.