

TERMS AND CONDITIONS FOR ZND WALLET SERVICE

effective as of 5th of December 2023

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I. DEFINITIONS

§ 1

1. Whenever the following phrases are used in these Terms and Conditions, they should be understood in the meaning given below, unless the context of their use clearly indicates otherwise:
 - a) **Account** - a set of resources and rights within the Platform assigned to a specific User.
 - b) **Agreement** - an agreement for the provision of ZND Wallet Service, concluded between User and zondacrypto upon User's acceptance of these Terms and Conditions, with the content corresponding to this document.
 - c) **Cryptocurrencies** - virtual currencies eligible for ZND Earn Service, full list of which is available on Platform.
 - d) **Dashboard** - a space made available to User (interface) within the Platform, allowing User to use the functionalities of the Platform.
 - e) **Exchange** - zondacrypto's virtual currency exchange operating at the address <https://zondacrypto.com> and subdomains.
 - f) **KYC / Know Your Customer** - a verification process consisting of obtaining User's personal data.
 - g) **Login** - an individual and unique e-mail address or name indicated by the User which is User's unique identifier on the Platform.

- h) **Password** - a string of characters that allows access to the Platform set by Users in accordance with security guidelines.
- i) **Platform** - ZND platform operating at the following address: <https://www.znd.co>.
- j) **Subscription Plan** - an offer addressed by zondacrypto to Users for providing their Cryptocurrencies for a specified timeframe in exchange for rewards specified therein within the ZND Earn Service. Subscription Plan is considered active whenever Cryptocurrencies provided by User are still contributing to it or have not been returned yet.
- k) **Terms and Conditions** - this document.
- l) **User** - a natural or legal person with full legal capacity, who is registered on the Platform.
- m) **Exchange Spot Wallet** - individual address for User's Exchange account, which allows deposits of Cryptocurrencies to be made on the Exchange, provided by zondacrypto - generated in accordance with the zondacrypto Terms and Conditions of Service.
- n) **ZND** - the entity having the rights to the 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, registered in the register of companies in Estonia.
- o) **ZND Earn Service** - a service provided by zondacrypto on the Platform which allows Users to receive passive income by placing their Cryptocurrencies in relevant Subscription Plans, on the basis of separate Terms and Conditions for ZND Earn Service, located at the following address:
<https://assets.znd.co/agreements/en/earn-terms-and-conditions>
- p) **ZND Wallet** - individual address for User's Platform account, which allows deposits of Cryptocurrencies to be made on the Platform, provided by zondacrypto - generated in accordance with these Terms and Conditions.
- q) **ZND Wallet Service** - a service provided by zondacrypto on the Platform as described in § 4 of these Terms and Conditions.
- r) **zondacrypto** - BB Trade Estonia OÜ with its registered office in Estonia at the following address: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 1391 ESTONIA (office no. 10, 2nd floor), registered in the register of companies in Estonia under number 14814864 holding a license in the field of virtual currencies under number FVT000209.
- s) **zondacrypto Terms and Conditions of Service** - terms and conditions governing the rules and technical conditions for the provision of the Exchange located under the following address:
<https://zondacrypto.com/en/legal/zondacrypto-exchange/terms-and-conditions-for-the-currency-exchange-service>.

2. All days and dates in these Terms and Conditions are indicated in Greenwich Mean Time (GMT), unless stated otherwise.

II. GENERAL PROVISIONS

§ 2

1. These Terms and Conditions set forth the rules for the provision of ZND Wallet Service by zondacrypto to User.
2. Understanding and accepting these Terms and Conditions in their entirety, is an essential condition of participating in ZND Wallet Service. User acknowledges that he has read, understood, and accepted these Terms and Conditions in their entirety, and acknowledges and agrees to be bound by and comply with them.
3. ZND Wallet Service allows deposits of Cryptocurrencies to be made by Users on the Platform.
4. These Terms and Conditions together with zondacrypto Terms and Conditions of Service are integral parts of the Agreement. This document should always be interpreted in accordance with zondacrypto Terms and Conditions of Service. Only when there is a direct inconsistency between them - this document shall prevail. Violation of these Terms and Conditions constitutes a violation of the zondacrypto Terms and Conditions of Service with all the consequences indicated therein.

§ 3

1. The provision of ZND Wallet Service by zondacrypto is carried out free of charge.
2. Zondacrypto provides ZND Wallet Service to Users, who:
 - a) passed identification and verification of Know-Your-Customer (KYC) procedure by User's zondacrypto account, in accordance with the principles described in zondacrypto Terms and Conditions of Service,
 - b) are not located under the jurisdiction of or a national or resident of any of the unacceptable countries, states and jurisdictions, mentioned in zondacrypto Internal Policy, available at the following address <https://zondacrypto.com/en/legal/zondacrypto-exchange/internal-policy>,
 - c) are not subject to any sanctions imposed by any country where zondacrypto offers the ZND Wallet Service.
3. User may not use ZND Wallet Service if he is located in or is a national or resident of any jurisdiction in which zondacrypto is not authorized to provide ZND Wallet Service or any jurisdiction where it would be illegal or otherwise violate any applicable law or regulation of that jurisdiction.
4. Zondacrypto makes no representation or warranty that ZND Wallet Service is appropriate for use in all locations, or that the transactions and services

described herein are available or appropriate for entry into or use in all jurisdictions or by all parties. User should inform himself as to the legal requirements and tax consequences of using ZND Wallet Service within all jurisdictions applicable to him. Zondacrypto is not responsible for tax consequences to Users participating in ZND Wallet Service.

III. TERMS AND CONDITIONS OF SERVICE ZND WALLET

§ 4

1. Provision of ZND Wallet is carried out through Platform. ZND Wallet is accessible via Dashboard.
2. ZND Wallet Service consists of:
 - a) setting up an individual address for a User,
 - b) enabling User to transfer Cryptocurrencies within ZND Wallet and also between his ZND Wallet and Exchange Spot Wallet,
 - c) enabling User to use Cryptocurrencies accumulated on ZND Wallet in ZND Earn Service.
3. Zondacrypto notes that ZND Wallet does not constitute an electronic payment instrument, as defined by generally applicable law and is not a cryptocurrency wallet per se.
4. ZND Wallet is created by generating an individual address, separate from User's Exchange Spot Wallet, and assigning it to User's Account.

§ 5

1. Cryptocurrencies can be transferred within User's ZND Wallet and also between his ZND Wallet and Exchange Spot Wallet. Transfers of Cryptocurrencies between ZND Wallet and Exchange Spot Wallet are made as adjustments to balances on technical accounts within the zondacrypto's system, and there are no physical cryptocurrency transfers between crypto-wallets per se.
2. Transfer from ZND Wallet outside the Platform is only possible to the User's Exchange Spot Wallet. Thus, any other transfers from ZND Wallet are not possible, in particular to any external User's wallets, exchanges, etc. If the User wants to transfer his Cryptocurrencies to an external wallet, he must first transfer them from ZND Wallet to his Exchange Spot Wallet.

§ 6

1. Zondacrypto is allowed, from time to time, to suspend User's access to ZND Wallet for both scheduled and emergency maintenance. Zondacrypto shall strive to finish the maintenance services in a timely manner.

2. In the situation described in this paragraph, zondacrypto shall not be liable for any potential losses coming out of the inability to use ZND Wallet, and consequently ZND Earn Service.
3. In order to secure Cryptocurrencies on ZND Wallet, zondacrypto uses the security measures described on zondacrypto.com under the "Safety" tab. If, as a result of an analysis by zondacrypto's AML or Anti-Fraud Department, there are reasonable doubts about the security of Cryptocurrencies on the ZND Wallet – transfers from ZND Wallet to User's Exchange Spot Wallet or subscribing to Subscription Plans may be blocked.

§ 7

In the event that any state authority of a member state of the European Union, or any other institution established to exist on the basis of an international agreement to which Estonia is a party, directs to zondacrypto any decision from which the obligation to withhold or transfer to the deposit account of the aforementioned institution the User's Cryptocurrencies, the Cryptocurrencies accumulated on ZND Wallet shall be transferred to the aforementioned account or their withdrawal shall be blocked until a new decision or ruling of a court or other state authority is made finally resolving the fate of the blocked funds. In such a case, zondacrypto shall notify the User of the reason for blocking access to his Cryptocurrencies within 7 days from the date of blocking, provided that such notification shall not constitute a violation of law. Zondacrypto shall have the right to make available to the above-described institutions the User's data in its possession upon the express request of the relevant authorities or agencies, and upon presentation of the relevant required documents.

IV. METHODS AND CONDITIONS OF TERMINATION OF THE AGREEMENT FOR THE PROVISION OF ZND WALLET SERVICE.

§ 8

1. User may discontinue the use of the ZND Wallet at any time and terminate the Agreement with immediate effect under the rules set forth in these Terms and Conditions.
2. After meeting the conditions specified in point 3 below, User may terminate the Agreement by:
 - a) closing his Account by submitting a declaration of termination of the email address support@zondacrypto.com,
 - b) closing his zondacrypto account connected to his Account (closing zondacrypto account results in automatic closure of the Account).
3. Closing the Account is only possible if:
 - a) there are no active Subscription Plans assigned to the Account, and
 - b) User brings the balances on his ZND Wallet to 0 (zero).

4. Termination of the Agreement by User results in the deletion of the ZND Wallet understood as blocking the possibility of transferring Cryptocurrencies from and to the address, in accordance with § 5 of these Terms and Conditions.
5. Zondacrypto stipulates that after the Agreement's termination, it is obliged to store User's billing data under tax laws and laws on anti-money laundering and financing of terrorism for the period indicated therein.

§ 9

1. In the event of a material violation by User of:
 - a) the law,
 - b) these Terms and Conditions,
 - c) the rights of zondacrypto or the ZND,
 - d) the code of conduct or good moralsand in the event when User has not been properly identified or verified, zondacrypto shall have the right to terminate the Agreement. The termination of the Agreement shall be effective immediately.
2. With the exception of situations mentioned in point 1 above, zondacrypto may always terminate this Agreement with immediate effect in the event of termination of agreements concluded on the basis of Terms and Conditions of ZND Earn Service or Terms and Conditions of ZND Platform.

§ 10

1. Termination of the Agreement will result in the complete deprivation of the User's possibility of transferring Cryptocurrencies to and from ZND Wallet.
2. In the event of termination of the Agreement Cryptocurrencies are automatically transferred from the ZND Wallet to the User's Exchange Spot Wallet, unless these Terms and Conditions, in particular § 7 state otherwise.
3. If transfer of Cryptocurrencies from ZND Wallet to User's Exchange Spot Wallet is impossible, within 30 days from termination of Agreement Cryptocurrencies will be transferred to User's bank account with simultaneous conversion of Cryptocurrencies to FIAT currencies at Exchange's market rates for the day of Agreement's Termination at 12:00 AM (GMT).

§ 11

1. Zondacrypto may temporarily cease providing ZND Wallet Service to User in the event of a reasonable suspicion of a material breach by User of the law, these Terms and Conditions, the rights of zondacrypto or the rights of third parties, the code of conduct or good morals, until it is clarified whether the breach actually occurred and whether it was material.
2. Temporary discontinuation of ZND Wallet Service shall restrict User from participating in Subscription Plans, including receiving Rewards, until zondacrypto clarifies whether a violation of the law, these Terms and

Conditions, zondacrypto's rights or the rights of third parties, the code of conduct or good morals actually occurred and whether it was material.

3. In the situation described in this paragraph, zondacrypto shall not be liable for any potential losses inflicted upon User by the inability to participate in Subscription Plans during this restriction, including the loss of value of User's Cryptocurrencies.
4. Whenever any of the aforementioned activities are undertaken, zondacrypto will immediately notify User of the imposed blocking in the form of a message, together with information on the need to contact zondacrypto's support department.

V. PROTECTION OF PERSONAL DATA AND PRIVACY POLICY

§ 12

The rules for the processing of personal data used and processed by zondacrypto, as well as regulations on privacy policy are placed on the Exchange in the contents of the zondacrypto Privacy Policy and the relevant Cookie Policy. These documents are integral parts of these Terms and Conditions.

VI. LIABILITY

§ 13

1. User is responsible for all actions taken after logging in to the Platform.
2. User uses ZND Wallet Service at his own risk, which does not exclude or limit zondacrypto's liability in connection with the provision of ZND Wallet Service, to the extent that it cannot be excluded or limited by law.

§ 14

1. Zondacrypto shall be liable to Users for failure to perform or improper performance of ZND Wallet Service within the scope of the Terms and Conditions, unless the failure to perform or improper performance of ZND Wallet Service is a consequence of circumstances for which it is not legally responsible.
2. Zondacrypto shall not be liable for the consequences of non-performance or improper performance of obligations undertaken to Users by the third parties.
3. Zondacrypto is not responsible for:
 - a) deletion of data entered by Users into the Platform's information and communication system by information and communication systems outside zondacrypto's control,
 - b) the consequences of Users providing Login and Password to third parties,

- c) the effects of the transactions carried out on the Account, if they were ordered or made while following the procedure of logging into the Account in question using Login and Password of User,
 - d) the effects of the actions or omissions of external operators or other entities providing services to Users of the various functionalities of the Platform,
 - e) the correctness of deposits and withdrawals of Cryptocurrencies, if problems in this regard lie on the side of the network of a given Cryptocurrency and are independent from zondacrypto,
 - f) delays in the display of the Platform on the devices used by User arising from servers other than zondacrypto's servers, or devices used by User,
 - g) transaction registration time when debiting the wallets of individual Cryptocurrencies,
 - h) erroneous entry by User of data for deposit or withdrawal of Cryptocurrencies - if the operation has to be cancelled, User will be charged the cost of the bank commission or the service operator,
 - i) financial losses incurred by Users resulting from the inability to participate in Subscription Plan during the technical break,
 - j) Users' financial losses resulting from exchange rate differences arising during the blocking of a given transaction or Account made in accordance with the Agreement or at the request of state authorities,
 - k) problems or technical limitations, including the data transmission speed of the computer equipment, terminal device, information and communications system and telecommunications infrastructure used by User, which prevent User from participating in Subscription Plans,
 - l) the consequences of the use of the Platform by User or User in a manner contrary to the applicable law, these Terms and Conditions, the code of conduct or custom.
4. These Terms and Conditions shall be applied taking into account the rights of consumers under consumer laws.

VII. COMPLAINT PROCEDURE

§ 15

Relevant provisions of the zondacrypto Terms and Conditions of Service in regard to the Complaint Procedure apply.

VIII. TRANSACTION SECURITY PROCEDURES

§ 16

Relevant provisions of the zondacrypto Terms and Conditions of Service in regard to the Transaction Security Procedures apply.

IX. APPLICABLE LAW

§ 17

1. The law of the Republic of Estonia shall govern the Agreement concluded between the User and zondacrypto. The above stipulation does not deprive Users who are consumers of the protection granted to them by the law of their habitual residence.
2. Any disputes related to the ZND Wallet will be resolved by the relevant common courts.
3. User who is a consumer has the option of using an out-of-court complaint and redress procedure. Information on how to access the aforementioned dispute resolution mode and procedures can be found, among others, on the EU ODR online platform, available at: <https://ec.europa.eu/consumers/odr/>.

X. AMENDMENTS TO THE TERMS AND CONDITIONS

§ 18

1. Zondacrypto shall be entitled to amend the Agreement at any time and such amendment shall take effect on the date specified by zondacrypto, provided that the effective date of the amendment to Terms and Conditions shall not be less than 7 days from the time the amended Terms and Conditions are made available to the User. Each User be informed of the change to Terms and Conditions by an email sent to the email address assigned to his Account.
2. If the User does not accept the changes to Agreement, in order to terminate Agreement, it should immediately notify zondacrypto, in writing or via e-mail to the following address: support@zondacrypto.com. In such case, the contract shall be terminated on the effective date of the amended Terms and Conditions.

§ 19

1. It is permissible to change the provider of ZND Wallet Service to another entity in order to ensure the continued provision of ZND Wallet Service in a manner consistent with these Terms and Conditions.
2. The change of the entity providing ZND Wallet Service will be made in a manner consistent with the law.
3. The Agreement - in connection with the change of the entity - may not be changed to less favourable to Users.
4. In the case referred to in this paragraph, the incumbent service provider shall cease to be a party to the Agreement with User and cease to provide ZND Wallet Service to Users.