

Terms and conditions of
CRYPTOCURRENCY EXCHANGE SERVICE
(the "Service Terms")

Version: v1_1025

Effective Date: 01.12.2025

1. General Provisions

- 1.1. These Service Terms determine the mutual legal relations between the Customer and Foxchange AG ("Company") regarding cryptocurrency exchange services provided by the Company, unless otherwise stipulated in special agreements or individual Agreements between the Customer and the Company ("Special Agreements"). In the event of any contradiction between these Service Terms and a Special Agreement, the provisions of the Special Agreement shall prevail.
- 1.2. These Service Terms are an integral part of the Agreement concluded between the Company and the Customer, as well as of any transaction or arrangement under which the Customer receives cryptocurrency exchange or related services from the Company. The current version of the Service Terms is available to the Customer on the Company's official Website (www.foxchange.ch) or at the Company's registered office.
- 1.3. By signing the Agreement or otherwise entering into a contractual relationship with the Company for the provision of cryptocurrency services, the Customer confirms that they have read, understood, and agreed to be bound by these Service Terms and undertake to comply with them.
- 1.4. The Customer must comply with all applicable laws, regulations, and the Company policies relevant to the Agreement, the Services, and any related transactions, including applicable Swiss financial market and anti-money laundering regulations.
- 1.5. Unless otherwise stated, words in the singular include the plural and vice versa.
- 1.6. Headings and section titles in these Service Terms are for convenience only and shall not affect the interpretation of the provisions herein.
- 1.7. References to any document, regulation, or agreement in these Service Terms shall include all subsequent amendments, updates, or replacements thereto.
- 1.8. The processing and execution of cryptocurrency transactions and fiat payments shall be carried out in accordance with applicable Swiss laws and regulations governing financial services, anti-money laundering, and counter-terrorist financing.
- 1.9. The Company provides cryptocurrency exchange and related services to natural and legal persons domiciled or registered in Switzerland or abroad, in accordance with Swiss law, international obligations applicable to Switzerland, and the Company's internal compliance policies.



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- 1.10. These Service Terms and any Special Agreements shall be drafted in English, unless the Company and the Customer has agreed to use another language. Communication between the Company and the Customer shall be conducted in a mutually understandable language.
- 1.11. The Company's operations are supervised by the relevant Swiss self-regulatory organization (SRO) recognized by the Swiss Financial Market Supervisory Authority (FINMA).

2. Definitions

- 2.1. The following terms, when used in this Agreement, shall have the meanings assigned below. Defined terms may be used in singular or plural, and the context shall apply accordingly.

Term	Definition
Agreement	This Cryptocurrency Service Agreement, including all incorporated documents, amendments, policies, and schedules.
AML/CFT	Anti-Money Laundering and Countering the Financing of Terrorism; refers to all applicable laws and obligations aimed at preventing money laundering and terrorism financing.
Assets	Any Fiat Currency or Cryptocurrency that is involved in a Transaction under this Agreement.
Business Day	Any day, excluding Saturdays, Sundays, and public holidays, on which banks in Switzerland are generally open for business.
Company	Foxchange AG, a Virtual Asset Service Provider (VASP) registered and operating under Swiss law, and a member of the VQF Financial Services Standards Association. In this document, Company may also be referred to as "Us."
Customer	A natural or legal person who has entered into this Agreement with the Company and is using or intends to use the Company's Services.
Credit Payment	A payment the Customer initiates to the Company's designated bank account or cryptocurrency wallet to fund a Transaction. Credit Payments must originate from the Customer's Whitelisted Account or Wallet and are a condition for executing any Transaction.

Cryptocurrency	Digital assets or tokens based on blockchain or similar distributed ledger technology, including but not limited to Bitcoin (BTC), Ethereum (ETH), or stablecoins such as USDC.
Fiat Currency	Official government-issued currency designated as legal tender in its country of issuance, such as Swiss Francs (CHF), Euros (EUR), or US Dollars (USD).
KYC (Know Your Customer)	The process of identifying, verifying, and assessing a the Customer's identity and financial profile in accordance with applicable legal and regulatory requirements.
Party/Parties	Individually, the Company or the Customer; collectively, both entities bound by this Agreement.
Personal Information	Any information relating to an identified or identifiable natural person, including, but not limited to, name, address, identification number, and financial data.
Privacy Policy	The Company's policy governing the collection, use, storage, and protection of Personal Information, as published and maintained on the Company's official Website.
Service	Service provided by the Company that enables the Customer to exchange Fiat Currency for Cryptocurrency, Cryptocurrency for Fiat Currency, or one Cryptocurrency for another, on an execution-only and non-custodial basis.
Service Fee	The percentage-based fee agreed between the Parties and applied to each executed Transaction as compensation for the Services provided by the Company.
Service Terms	The terms set forth in this Agreement and any related documents forming the contractual basis for the provision of Services.
SRO (Self-Regulatory Organisation)	An organization recognized by FINMA, such as the VQF, tasked with supervising financial intermediaries for AML compliance.

Transaction	Transaction order executed by the Company involving the exchange of Fiat Currency for Cryptocurrency, Cryptocurrency for Fiat Currency, or Cryptocurrency for another Cryptocurrency.
Transaction Order	A formal instruction issued by the Customer requesting execution of a specific Transaction, including details of currencies, amounts, and destination accounts or wallets.
Transaction Settlement	The final step in a Transaction, where the exchanged Assets are transferred to the Customer's verified account or wallet.
SRO VQF	Self-Regulatory Organisation Financial Services Standards Association (Verein zur Qualitätssicherung von Finanzdienstleistungen)
Whitelisted Account/Wallet	A bank account or cryptocurrency wallet address that has been reviewed, verified, and approved by the Company as belonging to the Customer and eligible for use in Transactions.
Website	www.foxchange.ch - The official informational Website of the Company, where relevant documents, policies, and service descriptions are published.

3. Service Description

The Company provides cryptocurrency exchange Services to the Customer under the specific conditions described in these Service Terms. The scope of Services includes exchanges between Fiat Currencies and Cryptocurrencies, as well as exchanges directly between different Cryptocurrencies, in accordance with the terms set forth below.

3.1. Crypto Exchange Services

Fiat-to-Cryptocurrency Exchange

In this service, the Company facilitates the conversion of Fiat Currency (such as CHF, EUR, or USD) into supported Cryptocurrencies, based on the Customer explicit Transaction Order. The purchased Cryptocurrency will be transferred exclusively to the Customer Whitelisted Wallet Address that has been previously verified and approved by Us.

Cryptocurrency-to-Fiat Exchange



In this service, the Company facilitates the conversion of supported Cryptocurrencies provided by the Customer into Fiat Currency. The resulting Fiat funds will be transferred by the Company to the Customer verified and Whitelisted Company Account, as designated by the Customer when submitting the Transaction Order.

Cryptocurrency-to-Cryptocurrency Exchange

The Company may also process direct exchanges between supported Cryptocurrencies (for example, Bitcoin to Ethereum), strictly in accordance with the Customer's request. Upon successful execution, the exchanged Cryptocurrencies will be settled promptly into the Customer's designated and Whitelisted Wallet.

3.2. Non-Custodial Nature of Services

The Customer acknowledge and agree that the Company's Services are provided strictly on a non-custodial basis. Under no circumstances do the Company hold, store, or maintain custody of Fiat Currency or Cryptocurrency on the Customer behalf beyond the immediate period necessary to execute and settle a specific Transaction. The Company does not offer wallet hosting, custodial storage, or any form of account-based service in which the Company retain control over the Customer Assets outside the transaction window.

The Customer is solely responsible for maintaining the security and control of the Customer own Cryptocurrency wallets, private keys, and Fiat bank accounts. The Company accepts no liability for any loss arising from the Customer failure to maintain adequate wallet security or safeguard the Customer account credentials.

3.3. No Advice; Execution-Only Services

The Company offers Services on an execution-only basis and do not provide investment, legal, financial, or tax advice. Any exchange rate, market comment, or support communication is informational only and should not be construed as a recommendation.

The Customer is solely responsible for determining the appropriateness of entering into any Transaction and should consult with licensed professionals where needed. The Company assumes no liability for any decisions the Customer make based on information provided by Us.

3.4. Right to Modify or Suspend Services

The Company reserves the absolute right to amend, restrict, modify, or discontinue, either temporarily or permanently, any part of the Company's cryptocurrency exchange Services without prior notice if required due to legal or regulatory obligations, internal compliance policies, risk management, or technical and operational reasons.

Such changes shall take effect immediately upon notification to the Customer via email, the Company's official Website, or any other agreed communication channel. The Company shall not be liable for any inconvenience, delay, or loss resulting from the modification or unavailability of Services in accordance with this clause.



3.5. Service Limitations and Availability

The Customer explicitly agree not to use the Company's Services for any unlawful, abusive, or high-risk purposes as defined under Swiss law, applicable international standards, or the Company's internal AML/CFT policies. Prohibited activities include, but are not limited to:

- Use in connection with illegal investment schemes, unlicensed financial services, or the infringement of intellectual property rights;
- Transactions involving counterfeit goods, unauthorized pharmaceuticals, weapons, adult content, pseudo-medical products, or narcotics;
- Activities involving deceptive marketing, unfair or unethical practices, or multi-level marketing schemes;
- Any conduct that the Company, at the Company's sole discretion, consider illegal, high-risk, reputationally damaging, or inconsistent with the lawful and compliant use of the Company's Services.

The Customer further acknowledge that the Company do not provide Services to individuals or entities located in, incorporated in, or affiliated with Sanctioned Jurisdictions, including but not limited to those subject to restrictions by:

- the Financial Action Task Force (FATF);
- European Union (EU);
- United Nations (UN);
- the Office of Foreign Assets Control (OFAC);
- State Secretariat for Economic Affairs (SECO).

The Company's internal compliance policies may also restrict access to Services in additional jurisdictions deemed high-risk.

Any attempt to use the Company's Services in breach of these restrictions, or to circumvent the Company's jurisdictional controls, shall constitute a material violation of this Agreement.

Such violations may result in the immediate suspension or termination of the Customer access to the Services and may trigger disclosure to regulatory, supervisory, or law enforcement authorities, as required by law or deemed appropriate by the Company.



4. Onboarding and the Customer Registration

4.1. General Registration Requirements

Before accessing any Services or initiating any Transactions, the Customer must complete a comprehensive onboarding and registration process in accordance with the Company's internal policies, applicable Swiss regulations, and international AML/CFT standards.

The Customer is required to submit accurate, complete, and truthful information and documentation, including but not limited to: full legal name, residential or registered address, nationality, date of birth or incorporation, and contact details.

The Customer explicitly acknowledges that providing false, misleading, or incomplete information may result in denial of access to the Company's Services or immediate termination of Agreement.

4.2. Identity Verification (KYC Procedures)

As part of onboarding, the Company will conduct mandatory Know Your the Customer (KYC) procedures to verify the Customer's identity and assess the Customer's legitimacy under the Swiss Anti-Money Laundering Act (AMLA) and the rules of the VQF Financial Services Standards Association.

The Company may require verification of the Customer's identity, address, source of funds, and intended use of the Company's Services. The Company may also engage trusted third-party service providers to perform identity verification, sanctions screening, and other compliance-related checks. The Customer authorizes the Company to share relevant Personal Information with such providers solely for this purpose.

4.3. Onboarding of Natural Persons

If the Customer is registering as a Natural Person, the Customer must submit the following:

- A valid government-issued photo ID (e.g., passport or national ID card),
- Proof of residential address dated within the past three (3) months (e.g., utility bills, rent agreement, bank statement),
- A description of the intended purpose of using the Company's Services;
- Information regarding the Customer's source of funds (e.g., bank statements, letter of employment, sale of assets/property document, etc.).

The Company may request further details or clarification during the onboarding process. Failure to provide sufficient or verifiable documentation may result in denial or delay of Service access.

4.4. Onboarding of Corporate Customers

If the Customer is registering as a Legal Entity, the Customer must provide the following:

- Official registration certificate or an extract from a public the Company/business register,
- Articles of association or equivalent governing documents,
- Identification and address verification (e.g., utility bills, rent agreement, bank statement) for directors, shareholders, and beneficial owners,
- Documentation showing authority for any representative signing this Agreement (e.g., board resolution, power of attorney, extract from a public the Company/business register),
- A description of the Customer's business activities, source of funds (e.g., banks statements, sale of assets document, etc.);
- A description of intended purpose for using the Services.

Incomplete or unverifiable documentation may result in immediate rejection, suspension, or future termination of Service access.

4.5. Duty to Update Information

The Customer is obligated to notify the Company promptly of any changes to the information submitted during onboarding, including but not limited to:

- Legal name, registered address, or contact details,
- Corporate structure, ownership, management, or control,
- Source of funds or intended transaction purposes,
- Changes in control over any Whitelisted Company Account or Cryptocurrency Wallet.

All updates must be submitted within ten (10) Business Days from the date the change occurs. Failure to do so may lead to suspension of Services or termination of this Agreement.

4.6. Duplicate or Misleading Registrations

The Customer agrees not to submit multiple or false registrations under different identities, entity names, or communication channels. Any attempt to circumvent the Company's onboarding or compliance checks, or to create duplicate profiles without prior written approval, will be treated as a material breach of this Agreement.

If the Company detects such activity, the Company may immediately suspend or terminate the Customer's access to Services. The Customer may be asked to provide a written explanation or additional documents before reinstatement. The Company reserves the right to permanently refuse Services if the Company reasonably suspect fraudulent intent or attempts to bypass the Company's compliance requirements.

5. Cryptocurrency exchange Transactions

5.1. Transaction Order Submission

To initiate a Transaction, the Customer must submit a clearly specified Transaction Order to Us. Each request must explicitly indicate:

- The type and amount of Cryptocurrency or Fiat Currency to be exchanged,
- The verified and Whitelisted Wallet or Company Account from where, for exchange required Assets, will be Credited.
- The verified and Whitelisted Wallet or Company Account where the exchanged Assets should be delivered.

All Transaction Orders must be submitted through the Company's pre-approved secure communication channels, as agreed to during onboarding. The Customer is solely responsible for ensuring the accuracy and completeness of all submitted transaction details, including destination account or wallet addresses.

5.2. Pre-Approval and Credit Payment

Upon receiving the Customer's Transaction Order, the Company will perform a preliminary compliance and verification review. If the Customer's request passes these checks, the Company will issue a pre-approval confirmation, optionally including:

- An indicative exchange rate, and
- The applicable Service Fee.

The Customer must then confirm the Transaction by initiating the required Credit Payment – i.e., the transfer of the relevant Assets (Fiat currency or Cryptocurrency) – to the Company's designated account or wallet.

The Customer is solely responsible for ensuring that their Credit Payment is timely, accurate and originates exclusively from their own verified and Whitelisted Account or Wallet.

The Company will reject or return any incoming payments from third-party or unverified sources. If a Credit Payment is delayed, incomplete, or unmatched, the corresponding Transaction Order may be cancelled or rejected, without any liability accruing to Us.

Final approval and execution of the Transaction are conditional upon the Company's receipt of:

- The exact amount indicated in the pre-approval, and
- Confirmation that the Assets originate from the Customer's verified and Whitelisted Account or Wallet.

5.3. Transaction Execution Timelines

The Company shall execute and settle all Transaction Orders as promptly as reasonably possible, typically within twenty-four (24) hours after the Customer's Credit Payment is received and verified.

However, the Customer acknowledges that the Cryptocurrency market is inherently volatile and subject to rapid price movements, limited liquidity, and unforeseen technical or operational disruptions. Therefore, the Company makes no guarantee regarding precise execution timing and accept no liability for delays caused by:

- Market fluctuations,
- Network congestion,
- Compliance reviews, or
- Third-party service disruptions beyond the Company's control.

If the Customer has not received their funds within 2 business days, the Customer is obliged to immediately inform the Company for investigation purposes.

5.4. Exchange Rate Determination

Applicable exchange rates will be determined at the time of execution based on current market conditions. The Customer understands and accepts that the final executed exchange rate may differ from any previously indicated rate due to real-time market volatility. The Company explicitly disclaims liability for any discrepancies or losses caused by changes in exchange rates between the time of pre-approval and actual execution.

5.5. Finality and Irrevocability of Transactions

Once the Customer's Credit Payment has been successfully received and verified, the Company will promptly execute the Transaction and deliver the exchanged Assets to the Customer's Whitelisted Account or Wallet.

The Customer acknowledges that all Transactions executed are final and irrevocable upon completion. Transactions cannot be reversed, cancelled, or refunded, except:

- In the event of a proven operational error by Us, or
- Where reversal is required by applicable law.

5.6. Transaction Confirmation

After successful execution and settlement, the Company will — either by default or upon the Customer's request — issue a Transaction Confirmation Notice via secure communication channels. This notice will contain:

- Transaction ID,



- Exchanged amounts,
- Final executed exchange rate,
- Service Fee,
- Destination wallet or bank details, and
- Execution timestamp.

The Customer agrees to review each confirmation promptly and notify the Company of any discrepancies or errors within three (3) Business Days from the date of issuance. If the Customer fails to raise any objections within that period, the Transaction will be deemed correct and final.

6. Costs and Fees

6.1. Service Fee

The Customer agrees to pay all applicable Service Fees associated with the use of the Company's Services. The specific Service Fee applicable to the Customer has been explicitly stated and mutually agreed in the Application and shall take precedence over any general or published rates.

Unless otherwise agreed between the Parties, this Service Fee shall remain valid throughout the term of the Agreement. Any variation must be mutually agreed at the time of a particular Transaction and confirmed through secure communication.

Service Fees are generally calculated as a percentage of the total value of each Transaction. Unless otherwise agreed, the Company will deduct the applicable fee directly from the exchanged amount prior to final Transaction Settlement.

The net amount, after fee deduction, will then be transferred to the Customer's verified and Whitelisted Account or Wallet.

The Company reserves the right to amend the Company's general fee structure at any time. Any updated fees will be published on the Company's official Website and communicated in advance when required by law or internal policy.

Unless otherwise specified, changes take effect immediately upon publication. By continuing to use the Services after the effective date, the Customer is deemed to have accepted the updated fees.

6.2. Taxes and External Charges

All stated Service Fees are exclusive of any applicable taxes, levies, or charges imposed by financial, regulatory, or governmental authorities. The Customer is solely responsible for determining, reporting, and paying any such taxes or charges that may apply to their use of the Services.

7. Risk disclosures

By using the Company's Services, the Customer acknowledges that participation in Cryptocurrency exchange activities involves significant financial, technical, regulatory, and operational risks. The Customer confirms that the Customer has read, understood, and accepted the following risk disclosures and assume full responsibility for evaluating and accepting such risks.

7.1. General Cryptocurrency Risks

The Customer acknowledges that the purchase, sale, and exchange of Cryptocurrencies carry general risks, including but not limited to:

- **Loss of capital:** Cryptocurrency prices are volatile and may fall significantly, potentially resulting in the full or partial loss of exchanged funds.
- **Unauthorized access or hacking:** If the Customer's wallet credentials or private keys are lost or compromised, the Customer's Assets may be irretrievably accessed by unauthorized parties.
- **Legal and regulatory uncertainty:** Legal frameworks surrounding digital Assets may change or vary by jurisdiction, impacting the legality, treatment, or reporting of Transactions.
- **Counterparty or system failures:** Third-party service providers involved in the execution of Transactions may malfunction, become insolvent, or act improperly.

These risks may result in the loss of funds, inability to access Assets, or the need to bear additional legal, tax, or security burdens.

7.2. Specific Risks Related to Cryptocurrency Technology

The Customer understands that Cryptocurrencies operate on decentralized, evolving technologies that carry unique risks not typically present in traditional financial systems, including:

- Changes to blockchain protocols or network forks that may affect Transaction processing or Asset compatibility.
- Absence of centralized dispute resolution, legal recourse, or Asset recovery mechanisms in the event of technical failure or error.
- Vulnerabilities in wallet software, network congestion, or technological incompatibility that may lead to failed or unrecoverable Transactions.

These risks may cause delays, loss of access, or permanent loss of the Customer's Assets.

7.3. Market Volatility and Slippage

Cryptocurrency markets are characterized by rapid price movements driven by regulatory developments, market speculation, liquidity conditions, or macroeconomic factors. As a result:



- The final execution price of a Transaction may differ from any indicative or pre-approval quote.
- Slippage or price gaps may occur due to limited order depth or execution delays.

The Customer acknowledges that the Company do not guarantee execution at a fixed price and accept the risk of loss arising from exchange rate changes between the time of submission and final execution.

7.4. Irreversibility of Blockchain Transactions

Transactions processed on blockchain networks are irreversible once confirmed. Errors or omissions may result in permanent financial loss, including:

- Submitting an incorrect Wallet address or amount,
- Transmitting Assets to unintended recipients, or
- Mismanaging private keys or credentials.

The Customer is solely responsible for verifying the accuracy of all Transaction information. The Company is not liable for any losses resulting from the Customer or third-party input errors.

7.5. Operational and Compliance Risks

The Customer acknowledges that use of the Company's Services may be affected by:

- Technical disruptions such as server outages, system maintenance, or network failures,
- Delays or interruptions caused by reliance on third-party infrastructure,
- Security incidents including attempted data breaches or malicious activity,
- Regulatory reviews, sanctions screening, or compliance investigations that delay or prevent Transaction processing.

The Company may suspend, restrict, or reverse Transactions without notice if required by law or the Company's internal compliance obligations.

7.6. No Deposit Protection or Insurance

The Customer acknowledges that Cryptocurrencies involved in Transactions under this Agreement are not covered by any deposit insurance, investor protection scheme, or government-backed guarantee.

The Company is not a bank or securities dealer and do not hold funds on the Customer's behalf beyond the limited period required to execute a Transaction. In the event of theft, technical failure, insolvency, or other loss while Assets are under the Company's temporary control, the Customer will not be entitled to reimbursement or compensation.



8. Rights and obligations of the Parties

8.1. Rights and Obligations of the Company

The Company will make commercially reasonable efforts to provide uninterrupted access to the Company's Services, subject to legal, operational, and technical limitations. The Company retains full discretion over the scope, features, and delivery methods of the Company's Services, including the right to modify, suspend, or discontinue specific exchange pairs, service options, or availability for particular jurisdictions or user profiles.

The Company reserves the right to temporarily suspend or restrict the Customer's access to Services, in whole or in part, for purposes such as system maintenance, upgrades, internal reviews, or in response to legal or regulatory obligations. While the Company will make reasonable efforts to provide advance notice of such interruptions, the Company is not liable for any loss, inconvenience, or delay resulting from such actions, especially where necessary to protect legal compliance or system integrity.

The Company is required to enforce strict AML, CFT and sanctions screening procedures in accordance with the Swiss Anti-Money Laundering Act (AMLA) and the Regulations of the SRO VQF. The Company may request additional information or documentation to verify the Customer's identity, asset source, or Transaction legitimacy. The Customer agrees to fully cooperate with such compliance requests.

The Company reserves the right to report suspicious Transactions or behavior to relevant authorities without prior notice and to suspend or terminate relationship if the Company determines, at the Company's sole discretion, that unresolved compliance risks exist.

8.2. Rights and Obligations of the Customer

The Customer agrees to provide accurate, current, and complete information during the onboarding process and throughout the duration contractual relationship, as reasonably requested by Us. The Customer warrant that all personal, financial, transactional, and legal documents or data submitted are truthful and not misleading.

Any submission of falsified, altered, or incomplete information constitutes a material breach of this Agreement and may result in immediate suspension or termination of Services.

The Customer is obligated to promptly notify the Company of any material change to the Customer's previously submitted information, including but not limited to:

- Change of name, contact information, legal structure, or ownership,
- Changes in control over Whitelisted Accounts or Wallets,
- Updates affecting the source of funds or intended use of Services.

Failure to notify the Company may result in processing delays, compliance holds, or denial of Services.

The Customer agrees to comply at all times with all applicable laws and regulations in connection with the Customer's use of the Services, including but not limited to those concerning:

- Anti-money laundering,
- Sanctions enforcement,
- Tax reporting,
- Data protection and privacy,
- Consumer protection.

The Customer agrees not to use the Services for any unlawful, fraudulent, or unauthorized purpose, or to facilitate any Transaction involving restricted assets, Sanctioned Jurisdictions, or prohibited counterparties.

The Customer is solely responsible for all activity carried out under the Customer's verified identity and through any Whitelisted Account or Wallet. The Customer must maintain the confidentiality and security of all credentials, devices, and communication channels used to interact with Us.

In the event of any suspected unauthorized access, compromised credentials, or misuse of the Customer's access rights, the Customer agrees to notify the Company immediately.

9. Data Privacy and Security

The Company is committed to processing and protecting the Customer's Personal Information in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). By entering into this Agreement and using the Company's Services, the Customer expressly consent to the collection, processing, and use of the Customer's Personal Information as outlined in the Company's official Privacy Policy, which is published on the Company's Website and incorporated into this Agreement by reference.

The Company's Privacy Policy explains the categories of data collected, the purposes of processing, the Customer's rights as a data subject, and the safeguards the Company applies to ensure security and compliance. The Customer acknowledge that refusal to provide required data, or withdrawal of consent, may affect the Company's ability to provide Services or maintain the business relationship. In such cases, the Company reserves the right to suspend or terminate Services.

The Customer is responsible for reviewing the most current version of the Company's Privacy Policy and agree that continued use of the Services constitutes acceptance of any updates made in accordance with applicable law.

10. Communication and Notices

10.1. Delivery and Effectiveness of Notices

Any notice, request, demand, or other formal communication required or permitted under this contractual relationship shall be deemed effectively delivered:

- If sent by email: upon successful electronic transmission, provided that no bounce-back or delivery error is received;
- If sent by registered postal mail or courier: upon confirmed receipt, as evidenced by delivery records or signatures;
- If posted on the Company's official Website or secure client portal: immediately upon publication, where such communication relates to general updates, changes to the Service Terms, or security notices.

The Customer agrees to monitor their designated email address regularly and to ensure that messages from the Company are not filtered, marked as spam, or otherwise misdirected.

The Customer is responsible for promptly notifying the Company of any changes to their contact details, including their:

- Email address,
- Phone number,
- Registered physical or mailing address.

Failure to provide updated contact information does not relieve the Customer of responsibility for missed communications or undelivered notices.

10.2. Legal Validity of Communications and Electronic Submissions

The Parties agree that all communications, applications, forms, questionnaires, acknowledgments, consents, and other documents exchanged electronically shall have the same legal force and evidentiary value as paper-based correspondence. Scanned or electronically signed documents (e.g., PDF copies, portal submissions) may be relied upon as authentic and binding, unless a handwritten signature or notarization is specifically required by applicable law or a competent authority.

In accordance with Swiss law, including the Federal Act on Electronic Signatures (ZertES), the Parties acknowledge that electronically signed or submitted documents – whether via qualified electronic signature (QES), scanned handwritten signature, or authenticated portal submission – shall be deemed legally valid and enforceable unless otherwise explicitly required by law to be in handwritten form. The Parties waive any objection based on the digital nature of the executed document or signature, provided the signatory can be reasonably identified.

Upon request, the Customer may obtain physical copies of any such document or notice. The Company reserve the right to charge a reasonable administrative fee to cover printing, handling, and postage. All such requests must be submitted through the Customer's verified email address or another secure communication channel approved during onboarding.

11. Termination of the contractual relationship

11.1. Termination

The Customer may terminate this Agreement at any time by providing the Company with written notice through an approved communication channel. Termination shall take effect within five (5) Business Days following the Company's confirmation of receipt, provided that all pending or unsettled Transactions have been completed and all obligations owed by the Customer under the Service Terms have been fully discharged. No refunds shall be issued for Service Fees paid in respect of Transactions that have already been executed.

The Company may terminate this Agreement immediately and without prior notice if:

- The Customer has provided false, misleading, or incomplete information during the registration process or thereafter;
- The Customer is, or are reasonably suspected to be, engaged in unlawful or prohibited activity, including violations of applicable AML/CFT or sanctions regulations;
- Company is required to terminate the relationship by law, regulatory instruction, or as a result of an internal risk-based assessment;
- It becomes commercially unfeasible or technically impractical for the Company to continue providing the Services;
- The Customer has committed a material breach of any provision of this Agreement.

If no activity occurs under the Customer's account for twelve (12) consecutive months and the Customer fail to respond to reasonable attempts to re-establish communication, the Company may classify the account as inactive and initiate termination of this Agreement under the terms outlined above.

Prior to termination, the Company will provide the Customer with notice using the last known communication method available to Us.

In addition, the Company reserves the right to terminate this Agreement without cause by giving the Customer not less than fifteen (15) Business Days' advance written notice.

Upon termination of this Agreement, all rights and obligations of both Parties shall cease, except for those that are expressly stated to survive termination, including but not limited to clauses relating to confidentiality, data protection, limitation of liability, and dispute resolution.

The Customer remains liable for any unpaid fees, charges, or liabilities incurred prior to the effective date of termination. If any Transactions are pending at the time of termination, the



Company may, at the Company's sole discretion, either execute them or cancel them and return any unsettled Assets to the Customer's verified Whitelisted Account or Wallet, after deducting applicable fees.

It is the Customer's responsibility to provide complete and accurate return instructions in a timely manner. The Company shall not be liable for any losses or delays resulting from incorrect or incomplete information provided by the Customer.

11.2. Handling of Unclaimed Assets

If, after termination, the Company continues to hold Assets on the Customer's behalf and are unable to return them due to incomplete information, legal restrictions, or the Customer's failure to respond to reasonable communication attempts, the Company will retain the Assets for a period of up to one (1) year.

During this retention period, the Company will make reasonable efforts to contact the Customer using the most recent communication details provided. If the Assets remain unclaimed after the retention period, and subject to applicable law, the Company may transfer the Assets to a designated public authority or otherwise handle them in accordance with the Company's internal policies on unclaimed property.

12. Liability, Indemnification, and Force Majeure

12.1. Limitations of Liability and Warranty Disclaimer

To the fullest extent permitted by applicable law, the Company shall not be liable to the Customer or any third party for any indirect, incidental, consequential, punitive, or special damages, including but not limited to loss of profits, business interruption, loss of data, reputational harm, or opportunity costs, whether based in contract, tort, negligence, or any other legal theory, even if foreseeable or explicitly advised.

The Company's total cumulative liability for any and all claims arising out of or relating to this Agreement shall not exceed the total Service Fees actually paid by the Customer to the Company in the ninety (90) days immediately preceding the event giving rise to the claim.

The Customer acknowledges and accepts that the cryptocurrency markets are inherently volatile and unpredictable. The Company provide Services strictly on a non-custodial, execution-only, "as is" and "as available" basis. The Company do not guarantee the accuracy, completeness, timeliness, or fitness for purpose of any price information, third-party data feeds, or market-related content. The use of such information is at the Customer's sole discretion and risk.

The Company expressly disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, accuracy, non-infringement, availability, or uninterrupted access. The Company do not warrant the successful execution, timing, or outcome of any Transaction. The Customer is solely responsible for their decisions and actions when using the Company's Services.



12.2. Force Majeure

The Company shall not be liable for any failure or delay in performance caused by events beyond the Company's reasonable control ("Force Majeure Events"), including but not limited to natural disasters, armed conflicts, cyberattacks, pandemics, labor disputes, infrastructure outages, blockchain network disruptions, or changes in law or government policy.

In such events, the Company will take commercially reasonable measures to notify the Customer and mitigate the effects. Affected obligations shall be suspended during the Force Majeure Event. If the event lasts more than thirty (30) consecutive days, either Party may terminate this Agreement with immediate effect, without liability for such termination.

12.3. Indemnification by the Customer

The Customer agrees to fully indemnify, defend, and hold harmless the Company and the Company's affiliates, directors, officers, employees, agents, and service providers from and against any and all claims, losses, liabilities, penalties, damages, and expenses (including legal fees) arising out of or related to:

- The Customer's breach of the Service Terms,
- The Customer's violation of applicable laws or regulations,
- The Customer's misuse or unauthorized use of the Services,
- The submission of false, misleading, or incomplete information,
- Any intellectual property infringement resulting from the Customer's conduct.

13. Intellectual Property

All materials made available by Us, whether published on the Company's official Website or shared in the course of providing Services, including but not limited to design elements, structure, layout, branding, logos, graphics, documents, technical guides, and text (collectively, the "Informational Content"), are and shall remain the exclusive intellectual property of the Company or its licensors. Such materials are protected under applicable copyright, trademark, and other intellectual property laws in Switzerland and internationally.

The Customer may access, view, download, or print Informational Content solely for the purpose of understanding the Services the Company offer and conducting Transactions in accordance with this Agreement. This limited, non-exclusive, non-transferable right does not grant the Customer ownership of any intellectual property, nor does it authorize any other use beyond the specific scope outlined herein.

No part of the Informational Content may be reproduced, modified, distributed, sublicensed, publicly displayed, or otherwise used for commercial or public purposes without the Company's prior written consent.



This Agreement does not grant the Customer any right or license to use the Company's trade name, logos, visual identity, or other branding materials in any public communication, promotional material, or advertising, unless such use has been expressly authorized in advance and in writing by Us.

The Customer agrees not to make any statements or representations—whether written, oral, or digital—that imply or suggest any partnership, sponsorship, affiliation, or endorsement by the Company that is not explicitly stated in this Agreement or separately authorized by Us.

14. Dispute Resolution and Governing Law

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement — including questions regarding its formation, existence, validity, interpretation, performance, or termination (each a "Dispute") — the Parties shall first seek to resolve the matter amicably and in good faith.

The Party raising the Dispute shall notify the other Party in writing, setting out the issue and the desired resolution. The Parties shall have thirty (30) calendar days from the date of notice to attempt resolution through informal negotiation.

If no resolution is reached within this timeframe, either Party may initiate formal legal proceedings. This Agreement shall be governed by and construed exclusively in accordance with the laws of Switzerland, without regard to any conflict-of-laws rules that would apply the laws of another jurisdiction.

The Parties agree that any unresolved Dispute shall be subject to the exclusive jurisdiction of the courts of the Canton of Zug, Switzerland. Each Party waives any right to object to jurisdiction or venue, including objections based on forum non conveniens, and expressly submits to the personal and subject matter jurisdiction of those courts.

Nothing in this Section shall prevent the Company from seeking immediate injunctive or equitable relief in any competent jurisdiction, including measures to protect the Company's intellectual property, enforce compliance, preserve evidence, or prevent fraud.

15. Procedure for Processing Complaints

A Complaint must specify the following details:

- information about the person filing the Complaint:
 - Natural person – name, surname, personal identity number or the client number, residence address and contact information;
 - Legal person – name, registration number or the client number, registered address and contact information;
- date when the Complaint has been submitted;

- the subject, essence, circumstances of the Complaint, which confirm the Complaint, its claim and legitimacy;
- a Complaint in paper form is signed by the Customer/Customer's representative;
- the Customer shall attach to the Complaint copies of those documents (payment orders, Account statement and other), which it refers to in the Complaint and which confirm and justify the Complaint.

The Company accepts Complaints only from the Customer/Customer's representative.

The Customer/Customer's representative may file a Complaint in writing only:

- via mail, by mailing the Complaint to the Company's registered address: Rosenweg 3, 6340 Baar. The complaint must be signed by the Customer or their representative;
- from the e-mail address of the Customer specified in their profile by sending an e-mail to the e-mail address of the Company: info@foxchange.ch. The Complaint must be signed electronically;
- by using correspondence via the Company's web platform.

The Company reviews and provides responses to all received Complaints regardless of the source where it was received (clause 9.11), except those Complaints, in which the submitter of the Complaint is not indicated (cannot be identified). The Complaint shall be considered submitted with its actual receipt time in the Company.

The Customer may submit revocation of Complaint. On submission and review of revocation of a Complaint, the same provisions as those for submission and review of Complaints shall apply. The following information should be included in the revocation of the Complaint:

- information about the person filing the revocation:
 - Natural person – name, surname, personal identity number or the client number, residence address and contact information;
 - Legal person – name, registration number or the client number, registered address and contact information;
- Date of the revocation of the Complaint;
- Information on whether the Complaint is being revoked in full or information to what extent the Complaint is being revoked, if the Complaint is being only partly revoked;
- The Customer/Customer's representative signs revocation of complaint in paper or electronic form.

If, during the review of the Complaint, any deficiencies are established or the Complaint is incomplete, as well as missing essential information, required for the Company to be able to

provide a substantiated response, the Company shall stop reviewing such Complaint and inform the Customer of such occurrence (via the same means as providing a response to the Complaint), and provide a term for the Customer to prevent such deficiencies. If the Customer has not prevented the indicated deficiencies within the term provided by the Company, the Company shall stop reviewing the Complaint and inform the Customer of such occurrence (via the same means as providing a response to the Complaint).

The Company shall provide a written response to the Complaint not later than within 15 (fifteen) business days from the date of receipt of the Complaint.

If it is not possible to comply with the term specified in clause 9.17. due to objective reasons, the Company is entitled to prolong such term, for a total term not exceeding 35 (thirty-five) Business Days from the date of receipt of the Complaint, by notifying the person filing the Complaint about it in writing (via the same means as providing a response to the Complaint), if the Applicable laws do not provide for a longer term.

The Company shall respond to the Complaint or revocation thereof in the manner and form as it was submitted to the Company.

If the response of the Company to the Complaint of the Customer provided in written form is not satisfactory for the Customer or, if the Customer deems it unreasonable or unfair, the Company informs the Customer about his/her following rights:

- The Customer is entitled to file a claim in written form to the Self-Regulatory Organisation VQF (Verein zur Qualitätssicherung von Finanzdienstleistungen) via their e-mail at info@vqf.ch, to their postal address at: General-Guisan-Strasse 6 CH-6300 Zug, Switzerland.
- The Customer is entitled to file a claim in written form to the Swiss Financial Market Supervisory Authority FINMA via their e-mail at questions@finma.ch, to their postal address at: (1) Head Office located at Laupenstrasse 27 CH-3003 Bern, or (2) Wasserwerkstrasse 12 CH – 8006 Zurich, or via the FINMA's external dedicated platform at: <https://www.bkms-system.ch/finma>.

16. Miscellaneous Provisions

16.1. Amendment of Terms

The Company reserves the right to amend or modify the Service Terms, including any schedules, annexes, or incorporated policies, at any time and at the Company's sole discretion.

In cases of unforeseeable or force majeure events – including, without limitation, changes in law, sanctions, embargoes, or other regulatory or external circumstances that require immediate implementation or action beyond the Company's reasonable control – amendments may take effect immediately upon publication on the Company's Website. The Company will inform the Customer of such amendments as Well through other communication channels agreed upon during onboarding, as soon as reasonably possible.



For all other business-related, procedural, or technical changes, the Company shall inform the Customer at least one (1) month prior to such amendments taking effect via the Company's Website and agreed communication channels. The Customer's continued use of the Services after any amendments take effect constitutes the Customer's acceptance of the updated Service Terms.

Any amendment or modification proposed by the Customer shall be valid only if expressly agreed to in writing and signed by an authorized representative of the Company.

16.2. Waiver and Severability

No failure or delay by either Party in exercising any right, remedy, or power under this contractual relationship shall constitute a waiver of such right or any other rights under the Service Terms. Any single or partial exercise of a right, remedy, or power shall not preclude further exercise thereof or the exercise of any other right or remedy.

If any provision of the Service Terms is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction or under applicable law, such provision shall be deemed severed, and the remaining provisions shall remain in full force and effect.

Where possible, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the original intent of the Parties.

16.3. Assignment

The Customer may not assign, transfer, delegate, or subcontract any of their rights or obligations under the Services without the Company's prior written consent. Any assignment or transfer in violation of this provision shall be null and void.

The Company may assign or transfer the contractual relationship with the Customer, in whole or in part, to any of the Company's affiliates, successor entities, or third parties in connection with a merger, acquisition, corporate reorganization, or sale of business assets, provided that such assignment does not materially impair the Customer's rights.