SERVICES TERMS & CONDITIONS
Version dated 16 September 2026

IMPORTANT NOTICE

These Terms and Conditions (the “Terms”) contain important information governing your relationship with us in connection with your Account and the Services (each as defined in this document). Additional terms and conditions may apply to certain Services. Any such additional terms and conditions are supplemental to and form an integral part of these Terms.
Nothing in these Terms or any other statements contained herein shall be construed as legal, tax or financial advice. We do not act as your financial adviser and shall not be regarded as acting in such capacity. You should consult your own independent professional advisers before entering into any transaction and should only enter into a transaction if you fully understand its nature, the contractual relationship you are entering into, and all applicable terms and conditions.

PART A. GENERAL TERMS

1. INTRODUCTION

1.1. Your Account and the related Services are provided to you by UANT GLOBAL CORP., a corporation (Sociedad Anónima) incorporated under the laws of the Republic of Panama and registered with the Public Registry of Panama under Mercantile Folio No. 155787412 (the “Company”), as well as, where applicable, by its Affiliates and third-party service providers, depending on the nature of the relevant Service (collectively, the “Group” and the “Partners”).
Certain Services may be provided directly by the Company, by other entities within the Group, or with the involvement of one or more Partners, in accordance with these Terms and any applicable additional terms.
Where a Service involves the issuance of payment cards, payment services or other regulated financial services, the relevant regulated activities are performed by appropriately licensed, registered or authorised third-party financial institutions, card issuers, payment service providers or other regulated Partners, as applicable. The identity of the relevant Partner and any additional terms applicable to a particular Service may be disclosed within the 67 Mini-App, in the applicable service or card terms, or otherwise communicated to you.
The Company does not itself issue payment cards or provide regulated financial services.

2. SCOPE

2.1. These Terms govern your Account and your use of the “67” product and the Services. “67” is a Telegram-based product through which eligible users may access supported wallet, card, transaction, referral and rewards functionality without installing a separate native mobile application. Please read these Terms carefully before using the Services in order to understand your legal rights and obligations.
The Services are principally made available through the “67” Mini-App embedded within Telegram (the “67 Mini-App”). Certain supporting pages, notices, support tools or other interfaces may also be made available through a website or other electronic interface. The 67 Mini-App and any such interfaces are collectively referred to as the “Access Interfaces”.
By using any of the Services and/or completing the registration process, you enter into a legally binding agreement with us and are deemed to have expressly read, understood, and agreed to be bound by these Terms.
2.2. These Terms include:

a) Part A of these Terms, applicable to the Account and the Services as a whole;
b) Part B, applicable to the 67 Card (including card issuance services);
c) Part C, applicable to Swap Transactions;
d) Part D, applicable to the Custodian Wallet and Virtual Account;
e) Part E, applicable to Other Third-Party Services;
f) Annex 1 – “Definitions”;

g) any documents setting out applicable fees and charges in respect of the Services, Instructions and/or Swap Transactions;
h) any other rules, notices, guidelines, terms or agreements that we may from time to time designate as forming part of these Terms;
i) any addenda, schedules, appendices, annexes, or terms incorporated into this document by reference, and/or any notices issued by us, including any confirmations ("Confirmation").

2.3. Inconsistency

Subject to the application of any mandatory provisions of applicable law, in the event of any inconsistency between:

(a) the English version of these Terms and any version thereof in another language, the English version shall prevail;

(b) any specific terms applicable to a particular Service and any other provisions of these Terms, such specific terms shall prevail;

(c) a transaction confirmation (Confirmation) and any other provisions of these Terms, the relevant transaction confirmation (Confirmation) shall prevail, in all cases, except in the event of a manifest error.

For the purposes of these Terms, a transaction confirmation (Confirmation) means any document, message or electronic notification provided to you in connection with a specific action performed within the Services (including, without limitation, transfers, exchanges, card issuance or other transactions), which sets out the principal parameters of such transaction, including the amount, fees, exchange rate, limits and other applicable conditions.

The terms set out in the relevant transaction confirmation (Confirmation) shall apply exclusively to the corresponding transaction and shall prevail over the general provisions of these Terms, unless expressly stated otherwise.

In the event that a transaction confirmation (Confirmation) contains an obvious technical or arithmetic error (including, without limitation, an evidently incorrect amount, exchange rate or fee), such information shall be deemed erroneous and shall not create any binding obligations on either party.

(d) In the event of any inconsistency between these Terms and any mandatory terms imposed by third parties, including, without limitation, card issuers, card infrastructure providers, payment schemes and other partners providing specific Services, such mandatory third-party terms shall prevail to the extent necessary to comply with the requirements of such third parties and applicable law.

2.4. Eligibility, Access and Restrictions

The Services are made available only in jurisdictions in which the relevant Services may lawfully be offered or provided by the Company and/or the applicable Partners.

The availability of particular Services, including Wallet, Card, Swap, fiat-related, referral and rewards functionality, may vary depending on the User's country of residence, location, nationality, verification status and other applicable eligibility criteria.

The User must not access or use any Service where such access or use would be prohibited by Applicable Law or applicable restrictions of the relevant Partner.

The Group may restrict, suspend or refuse access to all or any part of the Services in any jurisdiction or in respect of any User where required by Applicable Law, regulatory requirements, sanctions, compliance considerations or requirements of the applicable Partners.

3. SERVICES

3.1. The Services made accessible through 67 may include, depending on availability, jurisdiction, User status and applicable partner requirements: (a) access to the 67 Wallet and supported digital-asset functionality; (b) deposit and withdrawal functionality for supported Digital Assets; (c) access to 67 Card issuance and card-management functionality; (d) transfer of supported value from the 67 Wallet for funding a 67 Card; (e) Swap Transactions, where available; (f) third-party fiat on-ramp or off-ramp functionality, where available; (g) referral, rewards, cashback or other incentive functionality; and (h) Other Third-Party Services. Nothing in these Terms creates or shall be deemed to create any fiduciary, trust, agency, partnership or advisory relationship between the User and the Group.

67 Card (including card issuance services) — the provision to Users of the ability to apply for and use virtual and/or physical payment cards issued by third-party partners of the Group, in accordance with the applicable rules of payment systems and the additional terms and conditions of such third parties.

Swap Transactions — the provision to Users of a technical capability to exchange digital assets or other supported units of account through the Service interfaces, using third-party liquidity providers or other partners, subject to applicable fees, exchange rates, and limits. We do not provide investment advice and do not guarantee the execution of any transaction at any particular rate.

Use and functional management of the Custodian Wallet — the provision to Users of an interface for access to, viewing, and management of digital assets held in custodial wallets operated by third-party custodial service providers. Granting access to a Custodian Wallet does not constitute the acceptance of deposits, placement of funds, or discretionary asset management on behalf of the User and does not constitute banking activity.

Provision of Virtual Accounts — the provision to Users of virtual details or accounting identifiers intended to reflect transactions within the Services, which do not constitute bank accounts, payment accounts, or electronic money accounts.

Other Third-Party Services — any other services or features provided in whole or in part by third-party partners of the Group, access to which may be made available through the Services and which are governed by the additional terms and conditions of such third parties.

3.2. The Services are designed primarily for access through the 67 Mini-App within Telegram. The availability of any particular Service, asset, network, card product, funding method, reward, feature or component may depend on the User's jurisdiction, verification status, device, Telegram environment and the availability and requirements of relevant Partners.

3.3. Certain Services or elements thereof may be provided by third-party partners of the Group. In such cases, additional terms imposed by such third parties may apply to the relevant Services in addition to these Terms.

3.4. We reserve the right, at any time and at our sole discretion, without prior notice and without any liability to the user, to update, modify, suspend, disable, restrict access to, or discontinue the Services or any features, components or content thereof. We do not guarantee that any particular Services, features, components or content will be available at all times.

3.5. Pre-conditions for the Provision of the Services

We may, at our sole discretion, determine from time to time the scope of Services made available to you under these Terms. To access the Services, you must open and maintain an Account with us in accordance with these Terms.

Without limiting our rights, we may refuse to provide any Service if, in our opinion:

(a) an Event of Default, as defined in these Terms (Section "Definitions"), has occurred;

(b) you have provided incorrect, incomplete or misleading information or made an incorrect or misleading representation or warranty;

(c) you have failed to provide all documents and information requested by us or to satisfy any pre-condition imposed by us in respect of the relevant Service; or

(d) you have failed to provide sufficient evidence demonstrating that you meet the applicable eligibility criteria for the relevant Service.

Without limiting our rights under any other provisions of these Terms, we may also suspend or refuse to provide any Service if, in our opinion, such Service may:

(a) not comply with applicable law, including anti-money laundering and counter-terrorist financing requirements (AML/CTF);

(b) be used directly or indirectly to circumvent applicable law, including AML/CTF or sanctions requirements;

(c) result in us providing Services to a person located in a jurisdiction subject to country-wide or territory-wide sanctions, or in any other country or territory in which we do not offer Services, as determined by us from time to time;

or

(d) result in a direct or indirect association of the Group with a Proscribed Person or a Proscribed Address, including where such association arises or may arise, in our reasonable opinion.

Any decision to suspend, refuse or terminate the provision of the Services shall be made at our sole discretion, and we shall not be obliged to disclose the reasons for such decision, except as required by applicable law.

4. ONBOARDING

4.1. For the purpose of providing you with the Services, we may open an Account in your name or otherwise in respect of you. Registration and onboarding may be carried out through various access channels, including, without limitation, the 67 Mini-App and any other Access Interfaces designated by the Group.

4.2. To open and maintain an Account with us and access the Services, you must:

(i) complete an applicable application in the manner prescribed by us; and

(ii) provide such information and documents as we may reasonably request.

All information provided by you must be complete, accurate and up to date.

4.3. We have sole discretion with respect to the opening, operation and closure of the Account. Without limiting any other provisions of these Terms, we may, at any time, at our sole discretion and without any liability:

(a) vary, suspend or close your Account;

(b) determine or vary the scope of the Services available through your Account;

(c) determine or vary the types of supported virtual assets and fiat currencies;

(d) set or vary any limits applicable to the Account or the Services; and/or

(e) impose restrictions, conditions or limits on the Account.

4.4. Any Account is established and maintained by us solely for the purpose of providing the Services. Under no circumstances shall an Account be construed as a bank account, a payment account, a stored value facility, or any other banking or financial service.

4.5. By registering to open an Account and use the Services, you represent and warrant that:

(a) you access the Services and register for their use on your own initiative, without any active promotion, solicitation or inducement by us, any Group companies and/or any of their affiliated, associated or connected persons;

(b) you are an approved user of the Services, have completed the registration process and have received confirmation of successful onboarding in the form of an electronic message or notification;

(c) you have read, understood and agreed to the Privacy Policy made available through 67 or another official resource designated by the Group;

(d) you have attained the minimum age required under all applicable laws for using the Services;

(e) you have the full right, power and authority to agree to these Terms;

(f) you are the authorised user of the device through which you access the Services;

(g) you fully understand and accept the risks associated with the use of the Services;

(h) you do not impersonate any other person, do not act as a nominee, proxy or trustee, and do not use the Account on behalf of or for the benefit of any third party (nominee / proxy / shared usage), unless expressly permitted under these Terms;

(i) you do not use a fictitious name or otherwise conceal your identity.

4.6. In addition to the foregoing, you agree to provide us, upon request, with any information and/or documents (including information and/or documents required to comply with applicable law, AML/CTF and sanctions requirements) on an ongoing basis or from time to time.

4.7. You agree to cooperate with all requests made by us or by our third-party service providers acting on our behalf in connection with your use of the Services, including requests to identify or authenticate your identity, verify funding sources or review specific transactions. This may include, without limitation, providing additional information and/or documents, confirming ownership of a phone number, device or payment instruments, and verification of your information against third-party databases or other sources.

We are entitled, at our sole discretion, to refuse your application and to suspend, restrict or terminate your use of the Services, and/or to amend the eligibility criteria for registration at any time.

4.8. We may confidentially verify the information you provide to us and may obtain information about you ourselves or through third parties from secure databases. By accepting these Terms, you confirm that you consent to us or third parties carrying out such verifications on our behalf.

4.9. You must ensure that any information provided to us or to any of our third-party service providers remains accurate and up to date at all times. If at any time we believe that your information is outdated or inaccurate, we may contact you to request additional information or require you to undergo the verification process again. Failure to complete any step of the registration or verification process may result in your inability to use the Services.

5. THE 67 MINI-APP AND ACCESS INTERFACES

5.1. General Provisions

Access to the Services is provided primarily through the 67 Mini-App embedded within Telegram and may also be supported by a website or other electronic interfaces designated by the Group. The functionality and scope of the Access Interfaces may be modified, updated, restricted or discontinued from time to time.
The functionality of the Access Interfaces, as well as the scope of Services, features and components available through them, may from time to time be modified, updated, restricted or discontinued without prior notice at the sole discretion of the Group.
The 67 Mini-App is an independent third-party service operating within Telegram. Telegram Messenger Inc. and its affiliates do not provide the Services, do not issue any 67 Card, do not hold User funds or Digital Assets for the purposes of the Services, and are not responsible for the operation, availability, content or results of the Services. Use of Telegram remains separately subject to Telegram's own applicable terms and policies.

5.2. Functional Capabilities of 67

Depending on availability, jurisdiction, verification status and applicable Partner requirements, the 67 Mini-App may enable a User to: (a) create or activate an Account and obtain access to a 67 Wallet; (b) view Wallet and Card balances and transaction history; (c) obtain deposit details or addresses for supported Digital Assets and supported networks, including QR-code functionality where available; (d) initiate withdrawals or transfers of supported Digital Assets; (e) access third-party fiat funding functionality, including local payment methods where made available by an independent provider; (f) apply for and activate a virtual 67 Card and, if introduced, other card products; (g) fund a 67 Card from supported Wallet balances, subject to applicable conversion, fees and limits; (h) lock, unlock or manage available Card settings; (i) participate in referral, rewards, cashback or other incentive programs where available; (j) view invited users and accrued rewards where such data is made available; (k) conduct Swap Transactions where available; and (l) access Other Third-Party Services.
All notifications, reports, transaction confirmations and other information are provided exclusively in electronic form through the relevant Access Interfaces.

5.3. Subject to your ongoing compliance with these Terms, the Group grants you a limited, personal, revocable, non-transferable and non-exclusive right to access and use the 67 Mini-App and other Access Interfaces solely for your own lawful personal use. No right is granted to reproduce, distribute, resell, sublicense or commercially exploit the Access Interfaces or the Services except as expressly permitted by the Group.
You acknowledge and agree that your use of the Account and the Services is at all times subject to your compliance with these Terms and any other applicable terms.

5.4. Authentication and security mechanisms may rely on Telegram account data, device-level controls, access codes, PINs, cryptographic components or other technical measures. Any interface wording referring to a "key", "key share", recovery element or similar security component describes technical functionality and shall not, by itself, be interpreted as determining legal custody or control of Digital Assets. The applicable custody and service model is governed by these Terms and, where relevant, the terms of the applicable Custodian or other Partner.

5.5. Telegram Account and Platform Risk. Access to 67 may depend on the continued availability of Telegram and the User's Telegram account. The Group does not control Telegram and is not responsible for suspension, restriction, unavailability, modification or discontinuation of Telegram, the Telegram Bot Platform or any Telegram functionality. Loss of access to a Telegram account may affect access to 67 and may require additional verification or recovery procedures.

6. YOUR DEVICE

6.1. General User Obligations

You acknowledge and agree that, in connection with your use of the 67 Mini-App and other Access Interfaces, you are responsible, at your own cost, for obtaining and maintaining a compatible device, Internet access, an active and

secure Telegram account where Telegram is used for access, and any other software or communication services required to use the Services. You must keep your device, Telegram account and authentication credentials secure and install relevant security updates.
(a) obtaining and using all necessary hardware, software and communication services required to access the Services in accordance with these Terms;
(b) ensuring an appropriate level of security of your device, including installing and using antivirus software, security tools and other information security measures aimed at preventing threats, vulnerabilities or unauthorised access;
(c) promptly installing updates and patches for the operating system, browsers, Mini-App and any other software used to access the Services.
6.2. Responsibility for Access and Use
Without prejudice to the foregoing and any other provisions of these Terms, you shall be solely responsible for any access to and use of the Account and the Services through your device, regardless of whether such access or use occurred with or without your knowledge, authorisation or consent.
The Group shall not be liable for any loss or damage arising from such access or use.
6.3. Credentials and Security
You shall also bear full responsibility for the safekeeping and confidentiality of any credentials, access codes, PINs, passwords, authentication means and other security mechanisms used to access the Account and the Services, including credentials of third-party platform accounts (such as Telegram), where such accounts are used to access the Services.
6.4. Irreversibility of Transactions
You acknowledge and agree that transactions carried out through the Services using your device or credentials may be irreversible.
We are not obliged to reverse, suspend or compensate for any such transactions if they were initiated or executed as a result of the loss, compromise or unauthorised use of your device or credentials.
6.5. Loss of Device and Unauthorised Access
If you discover that your device has been lost, stolen, or accessed or used in an unauthorised manner, you must immediately contact the Service support team via the support channels available through the 67 Mini-App or other Access Interfaces and notify us of such loss, theft or unauthorised access or use.

7. FEES

7.1. Your use of the Services may be subject to certain fees (Fees) which, where applicable, may be debited from your Wallet, Smart Contract Vault or Virtual Account balance (as applicable), deducted upon settlement of Card Balances, upon completion of Swap Transactions, or otherwise charged to you separately.
You undertake to promptly pay any Fees due upon our request. In the event of non-payment, we reserve the right to suspend your access to the Services until all outstanding Fees have been fully settled.
The list of applicable Fees is set out in the relevant fee schedules and is published through the Access Interfaces, including the website (Website) and Mini-App. The Group may, at its sole discretion, introduce additional Fees or otherwise amend, adjust or update the Fees from time to time by publishing updated information through the Access Interfaces.
7.2. All Fees paid are non-refundable, unless otherwise expressly provided in these Terms or required by Applicable Law.
7.3. Your obligation to pay any amounts under these Terms is independent of, and not contingent upon, any of your other payment obligations.

8. RIGHTS OF NETTING, SET-OFF AND LIEN

8.1. Netting of Obligations
If, on any day, you and we have obligations to make payments or deliver assets in the same fiat currency or the same Acceptable Token in respect of two or more transactions, we may elect to settle such obligations on a net basis, in which case the relevant obligations shall automatically be deemed satisfied and discharged.
Where the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, the relevant obligations shall be replaced by an obligation of the party owing the greater amount to pay the difference to the other party.

8.2. Right of Set-Off

In addition to our rights under Clause 8.1, we may, at any time during the term of these Terms or following their termination, without prior notice to you, set off any amount or other obligation owed by you to the Group (or, where the client consists of more than one person, by any one or more of such persons jointly or severally) against any amount owed by the Group to you, whether or not such obligations are matured or contingent, and irrespective of the currency, type of asset or place of payment, to the extent permitted by Applicable Law.

8.3. Enforcement Against Assets in Case of Shortfall

If, following any set-off, an amount remains due and payable by you to the Group:

(a) you authorise us, to the extent permitted by Applicable Law, to apply, appropriate, realise, debit or otherwise use any fiat funds, Digital Assets, balances or other values reflected, recorded or otherwise made available within the Services or through the Group's technical or contractual arrangements with third-party service providers, to the extent necessary to satisfy such outstanding amount;

(b) if any amount remains outstanding after the application of the measures set out above, you shall immediately pay such remaining amount to the Group.

8.4. Right of Lien

To the extent permitted by Applicable Law, the Group may exercise a general lien over any property, funds, balances or other values of the User which, for any reason, are reflected, recorded or otherwise made available within the Services or through the Group's technical or contractual arrangements with third-party service providers.

For the avoidance of doubt, any reference to possession or control under this Section shall be deemed to arise solely through such technical or contractual arrangements with third-party service providers and shall not imply possession or control by the Group of Users' private keys or Digital Assets.

Where legally and technically permissible, the Group may cause such property to be realised through the applicable third-party service providers and, after deduction of reasonable costs, apply the proceeds towards satisfaction of any amounts owed by the User to the Group.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. You acknowledge and agree that:

(a) the trademarks, logos of the Group and its affiliates, and any other logos, service marks, product names and other proprietary indicia used in the Access Interfaces and/or in connection with the Services are the property of the Group, its affiliates and/or third-party licensors (collectively, the "Trade Marks");

(b) all intellectual property rights and other proprietary rights in and to the Services, their functionality, content, software, interfaces, design, and any updates, modifications and derivative materials are owned by us and/or licensed to us by third parties;

(c) other than the limited licence expressly granted to you under these Terms, no other rights (including any licence) are granted to you in respect of the Trade Marks, the Access Interfaces and/or the Services; and

(d) you shall not reproduce, copy, distribute, republish, publicly display, broadcast, hyperlink, transmit, adapt, modify, create derivative works from, otherwise commercially exploit any part of the Access Interfaces and/or the Services, or store any part thereof in an information retrieval system, without our prior written permission, except as expressly permitted by these Terms and/or applicable law.

9.2. Referral links and codes.

(a) As part of the Services, you may be provided with referral links, codes or other invitation identifiers (the "Referral Materials").

(b) The Referral Materials form part of the Services and/or their functionality and may include elements owned by us and/or our partners. You are granted a limited, non-transferable, non-exclusive, revocable right to use the Referral Materials solely for the purposes contemplated by the applicable referral program and these Terms.

(c) You must not: (i) modify, obscure or remove branding/identification elements within the Referral Materials; (ii) use the Referral Materials in any misleading manner or in violation of third-party rights or applicable law; (iii) sell, resell, sublicense or otherwise transfer the Referral Materials; (iv) use automated or abusive distribution/boosting

methods (including bots or spam campaigns), unless expressly permitted by us.
(d) We may change the format and rules applicable to the Referral Materials, or suspend or discontinue them, at any time.

10.RULES OF CONDUCT, ABUSIVE ACTIVITY AND RISK MANAGEMENT

10.1. Prohibited Activities

Without prejudice to any other provisions of these Terms, you shall not (and shall not, directly or indirectly, knowingly or otherwise, authorise, allow or assist any third party to):
(a) use the Access Interfaces to the Services to engage in electronic spamming, mass unsolicited communications or similar activities;
(b) use the Services to carry out unlawful, illegal or immoral activities, including, without limitation, money laundering, terrorist financing, fraud or other unlawful conduct;
(c) use the Access Interfaces to the Services to upload, transmit or distribute content containing viruses, malicious code, malware, or content of an unlawful, illegal or immoral nature;
(d) modify, adapt, alter, combine or incorporate, in whole or in part, the Access Interfaces, software or any other elements of the Services into any other program, application or system without our permission;
(e) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the Access Interfaces, the Services or any of their components;
(f) use the Access Interfaces or the Services in a manner that infringes or may infringe our intellectual property rights or the intellectual property rights of any third party;
(g) use the Access Interfaces or the Services in any manner that may damage, disable, disrupt, impair or compromise the Access Interfaces, the Services, their systems or security, or any other computer systems or devices used in connection with the provision of the Services, or interfere with other users' use of the Services, or harm the reputation of the Group or its affiliates;
(h) engage in any other activities which, in our reasonable opinion, are inappropriate and may cause harm to the Services, other users, the Group's partners or the Group itself, or which otherwise violate Applicable Law;
(i) engage in or use abusive, threatening and/or violent behaviour or language towards the Service's employees, the Service's Partners' employees and/or other users of the Services.

10.2. Consequences of Breach

Any breach of this Section 10 may result, at our discretion and to the extent permitted by Applicable Law, in the suspension, restriction or termination of your access to the Services, blocking of your Account, refusal to provide certain Services, and/or the application of any other measures provided for under these Terms and/or Applicable Law.

10.3. Abusive Activity and Risk Management

10.3.1. Definition of Abusive Activity

For the purposes of these Terms, "Abusive Activity" shall include, without limitation:

(a) any activity aimed at obtaining unjustified financial benefit through the use of the Services, including intentional creation of negative balances or deficits;
(b) the use of Cards, Wallets, Virtual Accounts or other Services in schemes involving delayed settlement, post-paid services, subscription abuse, charge evasion, or other mechanisms designed to avoid or circumvent payment obligations;
(c) deliberate use of the Services with no intention to honour resulting payment obligations;
(d) participation in schemes exploiting payment infrastructure, card networks, third-party services or system mechanics for artificial, speculative or abusive gain;
(e) use of the Services in connection with deceptive, misleading or high-risk counterparties;
(f) coordinated or systematic behaviour indicating abuse of the Services, including multi-accounting, proxy usage, identity manipulation, or circumvention of controls, safeguards or limits;

(g) any activity which, in the Group's reasonable opinion, exposes the Group, its partners, service providers or infrastructure to financial, regulatory, operational or reputational risk.

10.3.2. Monitoring and Risk Controls

The Group may monitor the use of the Services on a real-time or retrospective basis for the purpose of detecting Abusive Activity, ensuring compliance with Applicable Law, and managing operational and financial risk.

The Group may apply internal risk scoring, transaction monitoring, behavioural analysis and other controls at its sole discretion.

10.3.3. Preventive and Protective Measures

Where the Group reasonably suspects Abusive Activity, the Group shall be entitled, at its sole discretion and without prior notice, to:

(a) suspend, block or terminate the Account, Card, Wallet, Virtual Account or any related Services;
(b) reject, cancel, reverse or delay any transaction;
(c) restrict access to funds, balances, features or functionalities;
(d) impose limits, controls or restrictions on transactions, merchants, jurisdictions or usage patterns;
(e) require additional verification, documentation, source-of-funds information or explanations from the User;
(f) take any other measures reasonably necessary to prevent further risk or loss.

10.3.4. Use of Funds and Set-Off

Where Abusive Activity is identified or reasonably suspected, the User agrees that the Group may, to the extent permitted by Applicable Law:

(a) debit, withhold or retain any funds, balances or assets within the Services;
(b) apply such funds towards the settlement of any actual or potential losses, damages, chargebacks, fees, penalties or liabilities incurred or reasonably expected to be incurred by the Group or its partners;
(c) exercise rights of set-off, netting and lien in accordance with Section 8;
(d) refuse the return, withdrawal or transfer of funds where such funds are associated with Abusive Activity.

10.3.5. Retention of Funds

To the extent permitted by Applicable Law, the Group reserves the right to retain any funds, balances or assets which are determined, acting reasonably, to be connected with Abusive Activity.

10.3.6. Negative Balances and Liability

The User shall remain fully liable for any negative balance, deficit or shortfall arising from the use of the Services, including where such arises from Abusive Activity, card network rules, delayed settlement, fees or third-party actions.

The Group may take all reasonable measures to recover such amounts, including:

(a) debiting any available balances;
(b) applying set-off rights;
(c) restricting access to Services until repayment;
(d) initiating recovery, collection or legal proceedings where appropriate.

10.3.7. No Refunds in Case of Abusive Activity

The User shall not be entitled to any refund, compensation or reimbursement in respect of any losses, blocked funds, restricted access or actions taken by the Group in connection with Abusive Activity.

10.3.8. No Obligation to Disclose Detection Methods

The Group shall not be obliged to disclose the specific grounds, internal criteria, detection methods or risk models used to identify Abusive Activity, to the extent permitted by Applicable Law.

10.3.9 Cooperation and Information

The User agrees to fully cooperate with any investigation conducted by the Group or its partners in relation to suspected Abusive Activity, including providing requested information, documents, records or explanations.

Failure to cooperate may result in suspension or termination of Services and/or retention of funds.

10.3.10. Relationship with Third-Party Services

Abusive Activity may arise from interactions with third-party services. The Group shall not be liable for such third-party actions but retains full rights under this Section 10 to take protective measures in relation to the User's Account and funds.

11. DATA PROTECTION

11.1. By using the Services, you confirm that you have read and understood our Privacy Policy and consent to the collection, use, processing, storage, transfer and sharing of your Personal Data by us, as well as the disclosure of such Personal Data to the Group, our authorised service providers and relevant third parties, to the extent and for the purposes necessary to provide, administer and operate the Services.

11.2. The purposes of processing, categories of Personal Data, legal bases for processing, retention periods and other information relating to the processing of Personal Data are set out in more detail in the Privacy Policy made available through 67 or another official resource designated by the Group, which forms an integral part of these Terms.
11.3. You acknowledge and agree that your Personal Data may be processed and transferred to countries and jurisdictions other than your country of residence, including transfers within the Group and to its partners, subject to compliance with applicable data protection laws and the implementation of appropriate safeguards.
11.4. You further acknowledge and agree that your Personal Data may be processed for the purposes of compliance with Applicable Law, including, without limitation, anti-money laundering and counter-terrorist financing (AML/CTF) requirements, sanctions laws, and the requirements of regulators, payment systems, issuing banks and other competent authorities.
11.5. Where you access the Services through Mini-Apps on third-party platforms (including, without limitation, Telegram), you acknowledge that such third-party platforms are not providers of the Services and bear no responsibility for the provision thereof. The processing of Personal Data by such platforms is governed by their own privacy policies, and we do not control or assume responsibility for such processing outside the scope of the Services.
11.6. The processing of Personal Data in connection with the Services is carried out solely to the extent and in the manner permitted by Applicable Law and in compliance with the rights of data subjects provided under such laws.

12. ELECTRONIC COMMUNICATIONS

12.1. You accept full responsibility for the security and authenticity of all instructions, orders and requests (the "Instructions") sent through the Access Interfaces to the Services and agree to be bound by all such Instructions. We are entitled to assume that all Instructions received from you through your Enabled Devices via the Access Interfaces originate from you. We shall have no obligation to verify whether such communications were in fact sent by you.

12.2. You acknowledge that Instructions and information transmitted through the Access Interfaces to the Services are generally transmitted via the Internet and may be routed through public and transnational networks and infrastructures which are not specifically protected. We do not guarantee that such Instructions and information will be fully protected against unauthorised access, and you accept all risks associated therewith.

12.3. Your use of the Access Interfaces to the Services through third-party platforms and communication channels (including, without limitation, Telegram or other third-party platforms) is at your own risk and subject to the terms of use and policies of such third-party platforms. We do not control and shall not be responsible for the operation, security or availability of such third-party platforms outside the scope of the Services.

12.4. Any Instructions sent by you to us shall be deemed received by us only when such Instructions have been successfully retrieved by the relevant system and we have duly notified you of such receipt. Any Instructions sent by you to third parties (including, without limitation, merchants, payment systems, processing centres or other counterparties) shall be deemed received by such third parties solely in accordance with their respective terms and conditions.

12.5. Without prejudice to any other provisions of these Terms, you shall be liable for any loss or damage that may arise in connection with the use of the Internet, including, without limitation, loss of data, delays, misunderstandings, corruption of information, unauthorised interception by third parties or duplication of messages.

12.6. You acknowledge and agree that, in the event of any dispute arising in connection with your use of the Services, our records (including electronic, computer and other records, including Transaction History) relating to your use of the Services and/or to you at any specified date shall constitute conclusive and binding evidence of their accuracy and authenticity, except in cases of proven technical error or fraud.

You further agree to the admissibility of such records as evidence in any court or arbitration proceedings without the need for further proof of their authenticity or accuracy under applicable rules of evidence.

13. LIMITATION OF ACCOUNT AND SERVICES / TERMINATION

13.1. Suspension, Restriction and Termination by the Group

To the extent permitted by Applicable Law and at its reasonable discretion, the Group may suspend, restrict or terminate your use of the Account and/or the Services, in whole or in part, where this is objectively necessary in order to:

a) comply with Applicable Law, regulatory requirements, binding instructions of regulators, payment systems or issuing banks;
b) prevent, detect or investigate fraud, money laundering, terrorist financing, sanctions circumvention or other unlawful activities;
c) fulfil the Group's obligations towards its partners, including, without limitation, issuing banks, payment systems, processing providers and compliance service providers;
d) manage operational, legal, financial or reputational risks of the Group; or
e) respond to your breach of these Terms or any other applicable agreements with the Group.

Such measures may include, without limitation:

(a) freezing, restricting or closing the Custodian Wallet, Smart Contract Vault and/or Virtual Account;
(b) refusing to process or cancelling card transactions;
(c) suspending or refusing transfers, top-ups or withdrawals of funds;
(d) suspending or refusing to execute Swap Transactions;
(e) restricting the functionality of the Access Interfaces.

13.2. Events of Default

For the purposes of these Terms, an Event of Default shall be deemed to have occurred upon the occurrence of one or more of the following objective circumstances, including but not limited to:

(a) a material breach by you of these Terms or any other applicable terms;

(b) your failure or refusal to provide information or documents requested for the purposes of compliance with AML/CTF, sanctions or other Applicable Law;

(c) the existence of reasonable suspicions, supported by the Group's internal control procedures, that any transaction or use of the Services is connected with unlawful activity, including, without limitation, fraud, money laundering, terrorist financing or sanctions evasion;

(d) identification of inconsistencies between your behaviour, transactions or profile and the Group's risk management or compliance requirements;
(e) provision by you of false, misleading or incomplete information;
(f) repudiating or refusing to honour any valid and due obligation under these Terms or a relevant Confirmation, other than where the User raises a bona fide dispute or exercises any dispute, chargeback or other right available under Applicable Law, applicable issuer terms or payment scheme rules;
(g) violation of Applicable Law, including tax, currency control or sanctions legislation;
(h) the existence of lawful orders, requirements or measures by competent authorities to freeze, seize, confiscate or otherwise restrict assets relating to the Account;
(i) failure by you to pay any amounts due to the Group or any other material breach of contractual obligations owed to the Group.

13.3. Incentive and Referral Programs
The Group may cancel, revoke, refuse to grant or exclude you from participation in any incentive programs, including reward, cashback or referral programs, if a breach of these Terms is identified, whether directly or indirectly.

13.4. Survival of Obligations and Set-Off
Your obligations under these Terms shall survive any suspension or termination of the Services.
The Group may debit amounts from the Wallet Balance, Smart Contract Vault Balance and/or Virtual Account Balance (as applicable) in respect of any amounts and fees payable under the section "Fees", both before and after termination of the Services.
You shall remain liable for such amounts until they are paid in full.

13.5. No Compensation
You shall have no right to claim any payments, compensation or damages from the Group in connection with the suspension or termination of your use of the Services, except as expressly required by Applicable Law or as provided under the section "Limitation of Liability" of these Terms.

13.6. Termination by the User
You may request termination of the Services at any time ("User-Initiated Termination") through the relevant Access Interfaces.
For the purposes of processing such request, the Group may request identification documents and other information necessary to comply with Applicable Law.

13.7. Return and Release of Funds
Upon termination of the Services, you shall be entitled to the return of any remaining Wallet Balance, the release of Smart Contract Vault Balance and/or the withdrawal of funds from the Virtual Account Balance (as applicable), subject to compliance with these Terms and Applicable Law.

13.8. Limitations on Returns
To the extent permitted by Applicable Law, the Group may delay, refuse or reduce the amount of funds to be returned where this is necessary to prevent a negative balance or to cover amounts payable by you.

13.9. Method of Return
The method of return or release of funds (including on-chain transfer, bank transfer or other means) shall be determined by the Group at its reasonable discretion.
Any return shall be made solely to the holder of the relevant Account and shall not be made to third parties.

13.10. Claim Period
Any unclaimed funds shall continue to be handled in accordance with Applicable Law. The Group may apply reasonable administrative or maintenance fees where expressly disclosed and permitted by Applicable Law.

13.11. Fees on Return

A fee may be charged for the return, withdrawal or release of funds in order to cover costs incurred by the Group, in accordance with the section “Fees”.

13.12. Maintenance Fees on Remaining Balances

Where an Account is suspended or terminated, the Group may charge an account maintenance fee in respect of any remaining balances held in the Wallet Balance, Smart Contract Vault Balance and/or Virtual Account Balance.

13.13. Reservation of Rights

The rights of the Group under this Section 13 are without prejudice to any other rights or remedies available to the Group under these Terms or Applicable Law.

14. LIMITATION OF LIABILITY

14.1. Disclaimer of Warranties

Except as expressly provided in these Terms and to the fullest extent permitted by Applicable Law, we disclaim all other representations and warranties, whether express or implied, made to you, your affiliates or any other person, including without limitation any warranties as to quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade), in respect of any Services or any goods provided in connection with the Services under these Terms.

To the extent that any representations or warranties cannot be excluded by law, our liability in respect of such representations or warranties shall, at our option, be limited to one of the following remedies:

(a) re-supplying, replacing or repairing the Services in respect of which the breach occurred; or

(b) paying the cost of the re-supplying, replacement or repair of the Services in respect of which the breach occurred.

14.2. Exclusion of Liability

Notwithstanding anything to the contrary in these Terms and to the fullest extent permitted by Applicable Law, in no event shall the Group or any of its representatives be liable to you:

(a) for any loss, damage or claim arising from an unusual or unforeseeable event beyond our reasonable control, the consequences of which could not have been avoided even if all due care had been exercised, including without limitation force majeure events, war, civil unrest, natural disasters, strikes, lock-outs, traffic disruptions or acts of domestic or foreign governmental authorities;

(b) for any loss or claim arising out of or in connection with:

- any delay, suspension, discontinuance or failure of the Interfaces of Access or the Services;
- any rejection of a 67 Card or refusal to provide the Services;
- any refusal or inability to process or authorise a transaction where such refusal or inability results from compliance, security or risk-management requirements, applicable limits, technical or operational reasons, or requirements or decisions of the relevant issuing bank, payment system or other Partner;
- your inability to initiate or complete any transaction due to system maintenance, breakdown or non-availability of the Interfaces of Access, networks, our hardware or software, or that of any third party;
- use of your Enabled Device and the Services by any third party, whether authorised or unauthorised by you;
- theft or loss of your Enabled Device; or
- any action taken by us in order to comply with Applicable Law, court orders and/or card network rules;

(c) for any loss arising out of or in connection with these Terms, including without limitation loss of profits, loss of revenue, loss of business opportunities, or any exemplary, punitive, special, incidental, indirect or consequential damages, all of which are hereby excluded by agreement of the parties, whether such damages were direct or indirect, foreseeable or unforeseeable, and whether or not we have been advised of the possibility of such damages.

14.3. Aggregate Liability Cap

In any event, the total aggregate liability of the Group arising out of or in connection with the provision of any Services under these Terms shall be limited to the amount of your Wallet Balance, Smart Contract Vault Balance and/or Virtual Account Balance (as applicable) as at the date on which the relevant claim arises.

14.4. Third-Party Service Providers
The Group shall not be liable for any act or omission of any third-party service providers engaged by us. In such cases, the Group's liability shall be limited to exercising reasonable care in the selection, appointment and instruction of such third-party service providers (but not any subcontractors or other third parties engaged by such providers).

14.5. Non-Excludable Liability
Nothing in these Terms shall operate to limit or exclude any liability for fraud or for death or personal injury resulting from negligence, to the extent that such liability cannot be limited or excluded under Applicable Law.

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Group, each of its affiliates and third-party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives (collectively, the "Indemnified Parties"), from and against any and all claims, demands, losses, liabilities, costs or expenses (including reasonable attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising directly out of or in connection with:
(a) your breach of these Terms;
(b) your use of the Interfaces of Access and/or the Services;
(c) your violation of any Applicable Law, rule or regulation, or the rights of any third party; and/or
(d) any transactions resulting from your wilful default, fraud, gross negligence or other breach of these Terms.

16. AMENDMENT AND VARIATION

16.1. These Terms may be updated or amended from time to time. The Group shall publish any such updates or amendments through the relevant Interfaces of Access to the Services.
16.2. The updated version of the Terms shall take effect immediately upon publication through the Interfaces of Access, unless otherwise expressly stated by us.
16.3. You undertake to independently and regularly review the current version of the Terms through the Interfaces of Access in order to familiarise yourself with any changes.
16.4. We reserve the right, at any time, at our sole discretion and without prior notice, to modify, add or remove any features or functionalities of the Interfaces of Access or the Services.
16.5. By continuing to use the Interfaces of Access and/or the Services after any amendments or updates have taken effect, you confirm your acceptance of the updated version of these Terms, as well as the modified functionalities of the Interfaces of Access.
16.6. If you do not agree with any amendments or additions to these Terms, you must immediately cease using the Interfaces of Access and the Services.

17. ASSIGNMENT AND SUBCONTRACTING

17.1. These Terms, and any rights and licences granted to you hereunder, are personal to you and may not be transferred, assigned or otherwise disposed of by you without our prior written consent.
17.2. The Group may, without restriction, assign, transfer or otherwise dispose of these Terms, and any of its rights and obligations hereunder, including without limitation to any affiliate or subsidiary of the Group, or to any successor in interest in connection with any merger, reorganisation, acquisition or transfer of any business or assets related to the Services.
17.3. Any such assignment, transfer or disposition shall not adversely affect your rights or obligations under these Terms.
17.4. Any attempted transfer or assignment in breach of this Section shall be null and void.

18. SEVERABILITY

18.1. If any provision of these Terms is held by any court or administrative body of competent jurisdiction to be

invalid, unlawful or unenforceable, such invalidity, unlawfulness or unenforceability shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in full force and effect.
18.2. The relevant provision shall be modified and interpreted so as to give effect to the intent and objectives of such provision to the maximum extent permitted by Applicable Law.

19. ENTIRE AGREEMENT AND LANGUAGE

19.1. These Terms constitute the entire agreement between you, on the one hand, and the Group, on the other hand, with respect to their subject matter, and supersede and replace all prior or contemporaneous representations, arrangements, understandings and agreements relating to the same subject matter, whether oral or written, express or implied.
19.2. Each party acknowledges that, in entering into these Terms, it does not rely on any statement, representation, warranty or understanding other than those expressly set out in these Terms.
19.3. Notwithstanding the foregoing, in the event of any conflict or inconsistency between these Terms and any Service Content, including without limitation informational materials, interface texts, notices or help sections displayed through the Interfaces of Access, these Terms shall prevail.

20. WAIVER

20.1. Any waiver of these Terms, whether in whole or in part, shall be effective only if made with the prior written consent of the Group.
20.2. Any delay or failure by the Group to exercise or enforce any right under these Terms shall not be construed as a waiver of such right, nor shall it affect the Group's rights in respect of any breach or any subsequent breach of these Terms.
20.3. No right, power or remedy conferred upon or reserved to the Group under these Terms shall be deemed exclusive, and each such right, power or remedy shall be cumulative and in addition to any other rights, powers or remedies available to the Group under these Terms or Applicable Law.

21. NOTICES AND COMMUNICATIONS

21.1. By using the Services (as applicable), you agree that the Group, its affiliates and related entities, as well as third-party service providers, contractors or sub-contractors, may provide you with any notices or other communications relating to your use of the Services in electronic form, including:
(a) through the Interfaces of Access to the Services, including messages and notifications via the Service's support system;
(b) by email (to the email address provided by you), SMS messages or telephone calls (to the phone number provided by you); or
(c) by posting such notices or information on the Website or through other Interfaces of Access to the Services.
21.2. The primary and preferred channel of communication between you and the Group in connection with the use of the Services shall be the Service's support system, accessible through the relevant Interfaces of Access. Any other communication channels shall be considered supplementary or auxiliary.
21.3. For notices delivered in electronic form, including notices transmitted through the Service's support system, the date of receipt shall be deemed to be the date on which such notice is sent or posted through the relevant Interface of Access, unless otherwise required by Applicable Law.
21.4. We prefer to receive notices, requests and communications from you through the Service's support system, accessible via the Access Interfaces. You may also contact us through any other communication channels expressly specified in the Access Interfaces.

22. THIRD PARTY RIGHTS

22.1. Certain provisions of these Terms confer rights and protections on specific third parties identified in these Terms (in particular, the Indemnified Persons, including the Group's affiliates, partners and service providers). Such third parties shall be entitled to enforce the relevant provisions of these Terms in their own right, to the extent permitted by Applicable Law.

22.2. Except for the third parties expressly referred to above, no other person shall have any right to enforce any provision of these Terms or to rely on them for any purpose.
22.3. You and the Group agree that these Terms may be amended or terminated at any time without the consent of any third party, including any Indemnified Persons, unless otherwise expressly required by Applicable Law.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1. Governing Law
These Terms shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of laws principles.
23.2. Arbitration (Primary Dispute Resolution Mechanism)
Except as expressly provided below, any dispute, controversy, difference or claim arising out of or in connection with these Terms, including without limitation any question regarding their existence, validity, interpretation, performance, breach or termination, or any dispute relating to non-contractual obligations arising out of or in connection with these Terms, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Administered Arbitration Rules in force at the time the Notice of Arbitration is submitted.
23.3. Arbitration Parameters
You and the Group agree that:
(a) the law governing this arbitration agreement shall be the law of Hong Kong;
(b) the seat of arbitration shall be Hong Kong;
(c) unless otherwise agreed by the parties, the arbitration shall be conducted by one (1) arbitrator having relevant legal and technological expertise;
(d) if the parties fail to agree on the appointment of the arbitrator within fifteen (15) Business Days, the arbitrator shall be appointed by HKIAC;
(e) the arbitration proceedings shall be conducted in the English language.
23.4. Consumer Rights Safeguard
Nothing in this Section 23 shall limit or exclude the right of a User who is a consumer to bring proceedings before a competent court, where such right cannot be excluded or restricted under applicable consumer protection laws, including the laws of the country of the User’s habitual residence.
In such cases, the arbitration provisions of this Section 23 shall apply only to the extent permitted by Applicable Law.
23.5. Injunctive and Interim Relief
Notwithstanding anything contained in this Section 23, the Group shall be entitled to seek injunctive relief, interim measures or any other urgent legal remedies in any jurisdiction, where such relief is necessary to protect its rights or legitimate interests.

PART B. TERMS APPLICABLE TO THE PAYMENT CARD

B.1. Scope of Application

B.1.1. This Part B applies to virtual 67 Card payment cards and, if subsequently made available, physical or other card products (the “Cards”), together with services related to their application, issuance, activation, funding, use, management and servicing (the “Card Services”).

B.1.2. Your use of the Card Services constitutes your acceptance of this Part B, as well as any additional terms, notices, Confirmations, fees, limits, and rules published or made available through the Access Interfaces.

B.2. Card Issuers and Nature of the Service

B.2.1. 67 Cards are issued exclusively by third parties — card issuers that are licensed financial institutions or payment organizations holding all necessary authorizations and licenses in accordance with applicable law and the rules of the relevant payment systems.

B.2.2. The Group is not a bank and is not a card issuer. The Group provides the Card Services solely as a technological, informational, and interface-based service granting access to card products issued by such licensed issuers.

B.2.3. The use of a Card is governed by:

(a) these Terms;

(b) the terms and rules of the card issuer;

(c) the rules of the relevant payment system,

all of which are binding on the User and may be amended from time to time.

B.3. Card Issuance and Activation

B.3.1. A virtual Card may be issued upon your request through the 67 Mini-App, subject to successful onboarding, identity verification, eligibility checks, issuer approval, applicable fees and any additional issuer requirements. Physical cards or other card types may be displayed as unavailable or “coming soon” and do not constitute a binding offer until actually made available for application.

B.3.2. Prior to using a Card, you may be required to complete activation and pay an issuance, activation or other applicable fee shown in the 67 Mini-App or the relevant Confirmation. Any promotional cashback, reimbursement or reward associated with Card activation is governed by the applicable promotion or Rewards Program rules and is not guaranteed unless expressly confirmed for the relevant User and transaction.

B.3.3. The Card is issued personally in your name.

Use of the Card by third parties, including nominee, proxy, or shared usage, is prohibited unless expressly permitted by these Terms or applicable issuer rules.

B.4. Card Use and Transactions

B.4.1. Cards may be used to pay for goods and services at merchant locations and in online environments that accept cards of the relevant payment system, as well as for other transactions permitted by the issuer.

B.4.2. All card transactions must comply with:

(a) these Terms;

(b) the rules of the payment systems;

(c) the requirements of the card issuer;

(d) applicable law.

B.4.3. The Group does not guarantee acceptance of the Card by all merchants and bears no liability for refusal by third parties to accept the Card.

B.5. Card Balances and Settlements

B.5.1. A Card may be funded only through funding methods made available for that Card within the 67 Mini-App. Where the interface provides funding from the 67 Wallet, the User authorises the relevant supported Digital Assets or balance to be debited or converted and the corresponding Card balance to be credited in accordance with the displayed rate, fees, limits and Confirmation. The Group does not guarantee that any particular funding method will remain available.

B.5.2. All fees, conversion rates, limits, and other transaction parameters are communicated to you through the Access Interfaces or in a Confirmation and are binding for the relevant transaction.

B.6. Fees and Limits

B.6.1. Fees for issuance, maintenance, and use of the Card, as well as applicable limits, are published through the Access Interfaces and form an integral part of these Terms.
B.6.2. The Group reserves the right to amend fees and limits in accordance with Part A of these Terms.

B.7. Security and User Responsibility

B.7.1. You are obliged to ensure the safekeeping of the Card, card details, PIN codes, authentication credentials, and other security data.
B.7.2. All transactions performed using a properly activated Card and applicable authentication means are deemed to have been carried out by you, unless otherwise determined under applicable law.
B.7.3. The Group bears no liability for losses arising from:
(a) loss of the Card or device;
(b) compromise of card details;
(c) failure by you to comply with security measures.

B.8. Disputes, Claims, and Refunds

B.8.1. If you believe that a card transaction was executed erroneously, unauthorized, or incorrectly, you may submit a dispute through the Access Interfaces or by contacting the Service's support team.
B.8.2. A dispute must be submitted within the time limits established by the rules of the relevant payment system and/or the card issuer. Failure to meet such deadlines may result in the inability to process the dispute.
B.8.3. Disputes are reviewed in accordance with:
(a) the rules of the payment system;
(b) the procedures of the card issuer;
(c) applicable law.
The final decision on a dispute is made by the card issuer and/or the payment system.

Chargebacks and disputes in relation to Card transactions are governed by the rules and procedures of the relevant card issuer and payment scheme. The initiation of a chargeback does not guarantee a refund, and the outcome of any chargeback is determined solely by the card issuer and/or the payment scheme.

The Group does not guarantee the success of any chargeback and shall not be liable for any losses resulting from the rejection or unsuccessful resolution of a chargeback.

Any provisional or temporary credit granted in connection with a chargeback is conditional and may be reversed in accordance with the applicable issuer or payment scheme rules. The Group does not control or influence the chargeback process, timelines, evidentiary assessment or outcome.
B.8.4. The dispute review period may be up to ninety (90) calendar days, unless a different period is specifically established by the issuer or the payment system.
B.8.5. The Group may request additional information or documents from you. Failure to provide such information may result in refusal to consider the dispute.

B.9. Suspension and Termination of Card Services

B.9.1. The Group may restrict, suspend, or terminate the issuance, use, or servicing of a Card on objective grounds, including:
(a) violation of these Terms;
(b) requirements of the issuer, payment system, or regulators;
(c) failure to meet KYC / AML requirements;
(d) occurrence of an Event of Default;
(e) other cases provided for in Part A of these Terms.
B.9.2. In such cases, access to the Card and related transactions may be temporarily or permanently restricted to the extent permitted by applicable law.

B.10. Final Provisions

B.10.1. All notices, confirmations, and terms provided through the Access Interfaces or in the form of a Confirmation form part of the contractual relationship within the Card Services.
B.10.2. This Part B applies in conjunction with Part A and other applicable parts of these Terms.

PART C. SWAP TRANSACTIONS

C.1. General Provisions

C.1.1. Swap Transactions are transactions involving the exchange of digital assets or other supported units of account, initiated by the User through the Access Interfaces to the Services.

C.1.2. The Group provides solely technical and interface-based access to the Swap Transactions functionality and is not a party to the exchange transactions, does not act as an exchange, broker, dealer, market maker, or liquidity provider.

C.2. Execution of Swap Transactions

C.2.1. Swap Transactions are executed using third-party exchanges, digital asset exchange service providers, brokers, or other third parties — partners of the Group (collectively, the "Swap Service Providers").

C.2.2. The relevant Swap Service Providers:

(a) independently execute exchange transactions;

(b) determine applicable exchange rates, fees, limits, and execution terms;

(c) operate on the basis of their own licenses, registrations, or authorizations required by applicable law in the relevant jurisdictions.

C.2.3. The Group does not guarantee:

(a) any specific exchange rate;

(b) the timing of transaction execution;

(c) the availability of any particular assets;

(d) the continuous availability of Swap Transactions.

Swap Transactions are subject to market volatility, liquidity conditions and execution constraints of third-party Swap Service Providers. As a result, Swap Transactions may be executed at a different rate than the rate displayed at the time of confirmation (slippage), may be partially executed, or may be cancelled or rejected in whole or in part due to insufficient liquidity or
other execution limitations.

The Group does not guarantee full or immediate execution of any Swap Transaction and shall not be liable for any losses resulting from slippage, partial execution, or cancellation of Swap Transactions.

C.3. Licenses and Regulation

C.3.1. Swap Transactions are carried out exclusively through Swap Service Providers which, based on information provided by them to the Group, hold all licenses, registrations, or authorizations required by applicable law to provide the relevant services.

C.3.2. The Group does not provide investment, brokerage, dealer, or other regulated financial services and does not carry out activities requiring licensing as a crypto exchange or investment services provider.

C.4. Rates, Fees, and Settlements

C.4.1. Exchange rates, fees, and other parameters of Swap Transactions:

(a) are determined by the Swap Service Providers;

(b) are disclosed to the User prior to transaction confirmation through the relevant Confirmation;

(c) may be changed without prior notice.

C.4.2. Upon confirmation of a Swap Transaction, the User agrees to the applicable exchange rates, fees, and execution terms.

C.5. No Investment Advice

C.5.1. The Group:

(a) does not provide investment advice;

(b) does not give any guarantees of profitability or returns;

(c) does not assess the suitability of Swap Transactions for any particular User.

C.5.2. The User independently makes all decisions related to Swap Transactions and bears all risks associated therewith.

C.6. Restrictions and Refusal to Execute Transactions

C.6.1. The Group may suspend, restrict, or refuse to process Swap Transactions if, in its reasonable opinion, such transactions:

(a) violate applicable law;

(b) conflict with AML/CTF or sanctions requirements;

(c) create regulatory, operational, or reputational risks;

(d) fall within other cases provided for in Part A of these Terms.

C.7. Liability

C.7.1. The Group shall not be liable for:

(a) acts or omissions of the Swap Service Providers;

(b) exchange rates, delays, or refusal to execute transactions;

(c) technical failures on the part of third parties.

C.7.2. The Group's liability is limited to providing access to the Services in accordance with these Terms.

PART D. WALLETS AND VIRTUAL ACCOUNTS

D.1. General Provisions

D.1.1. This Part D governs wallet and balance functionality made available through 67, including the 67 Wallet (where implemented through a Custodian Wallet or other supported wallet infrastructure) and any Virtual Account used to reflect supported balances or transactions.

D.1.2. The above components are provided to the User solely as technological and interface-based solutions and do not constitute bank accounts, payment accounts, electronic money, or other regulated financial products, unless expressly stated otherwise in these Terms or required by applicable law.

D.2. Custodian Wallet

D.2.1. The 67 Wallet may provide the User with interface-based access to supported Digital Assets held or serviced through third-party wallet or custodial infrastructure. Depending on the applicable technical model, the interface may display deposit addresses, QR codes, supported blockchain networks, required confirmations, minimum amounts, fees and other transaction parameters. Such parameters are binding for the relevant transaction when shown in the applicable Confirmation or Access Interface.

D.2.2. The Group:

(a) does not accept deposits;

(b) does not hold fiat funds;

(c) does not manage the User's assets on a discretionary or fiduciary basis;

(d) does not act as a custodian of Digital Assets.

D.2.3. The availability of digital assets, applicable limits, fees, technical parameters, and transaction conditions via the Custodian Wallet may be determined by the relevant third parties and the applicable rules of such partners.

D.3. Virtual Account

D.3.1. A Virtual Account is a virtual accounting mechanism used solely to reflect transactions and balances within the Services.

D.3.2. A Virtual Account:

(a) is not a bank account;

(b) is not a payment account or an electronic money account;

(c) is not subject to deposit guarantee schemes or similar protection mechanisms.

D.3.3. Any fiat transactions related to a Virtual Account are carried out through third-party payment partners, on the terms and in accordance with the rules of such third parties.

D.4. Transactions and Irreversibility

D.4.1. The User acknowledges and agrees that:

(a) transactions involving digital assets may be irreversible;

(b) errors in the address, network, asset, or transaction parameters may result in an irreversible loss of funds.

D.4.2. The Group shall not be obliged to compensate losses arising from:

(a) User errors;

(b) acts or omissions of third parties;

(c) technical or operational characteristics of blockchain networks or the payment infrastructure of partners.

Digital Assets and Wallet Services may be affected by events outside the Group's control, including blockchain forks, airdrops, network congestion,suspension or cessation of blockchain networks.

The Group does not guarantee support for any forked assets, airdropped tokens or new blockchain networks and may, at its sole discretion, decide whether to support, credit, list or make available any such assets or events.

The Group shall not be liable for any losses, delays or unavailability of Digital Assets resulting from blockchain forks, airdrops or network outages.

D.5. Restrictions and Suspension of Access

D.5.1. The Group may suspend, restrict, or terminate the User's access to the Custodian Wallet and/or Virtual Account, in whole or in part, where necessary for:

(a) compliance with applicable law;

(b) compliance with AML/CTF or sanctions requirements;

(c) fulfillment of requirements of regulators, payment systems, or partners;
(d) risk management and ensuring the security of the Services;
(e) other cases provided for in Part A of these Terms.

D.6. Disclaimer of Warranties

D.6.1. The Group does not guarantee:
(a) uninterrupted operation of blockchain networks;
(b) the absence of delays, errors, or failures in third-party systems;
(c) the safety of digital assets where such risks arise due to causes beyond the Group’s control.

PART E. OTHER THIRD-PARTY SERVICES

E.1. General Provisions

E.1.1. Within the Services, the User may be granted access to certain services, features, or functionalities that are provided in whole or in part by third parties — partners of the Group (Other Third-Party Services).

E.1.2. Such Other Third-Party Services may be made available to the User through the Access Interfaces to the Services, including, without limitation, the 67 Mini-App and other Access Interfaces, and are provided in addition to the Group's core Services.

E.2. Nature of Other Third-Party Services

E.2.1. Other Third-Party Services may include, without limitation:

(a) services for the purchase, sale, exchange, or transfer of digital assets provided by third-party providers;

(b) payment, settlement, or infrastructure services;

(c) analytical, informational, or auxiliary services;

(d) referral, bonus, or marketing programs;

(e) other functions or services provided by third parties and integrated into the Services.

E.2.2. Unless expressly stated otherwise, the Group is not the provider of Other Third-Party Services and acts solely as:

(a) an access interface;

(b) a technical intermediary;

(c) an integration platform.

E.3. Third-Party Terms

E.3.1. The use of Other Third-Party Services may be governed by separate terms, rules, or policies of the relevant third parties.

E.3.2. The User agrees that, prior to using such services, the User is solely responsible for reviewing and accepting the applicable third-party terms, where required.

E.3.3. In the event of any conflict between these Terms and the terms of the relevant third parties, the terms of the third parties shall prevail to the extent necessary for the use of the relevant Other Third-Party Service.

E.4. Liability and Limitations

E.4.1. The Group does not control and shall not be liable for:

(a) the content, operation, or availability of Other Third-Party Services;

(b) acts or omissions of third parties;

(c) the results of the User's use of such services.

E.4.2. The Group does not guarantee:

(a) uninterrupted or error-free operation of Other Third-Party Services;

(b) that such services will meet the User's expectations;

(c) the security of data or assets transferred to third parties in connection with the use of Other Third-Party Services.

E.4.3. Fiat Transactions Disclaimer

The Group does not provide any fiat on-ramp or off-ramp services.

Any functionality involving fiat currencies or local payment methods, including, where available, funding through local payment rails, is provided or processed by independent third-party service providers. Availability of a button, form, QR code, payment instruction or other integration within 67 does not mean that the Group receives or holds the User's fiat funds or itself provides the underlying regulated fiat payment service.

The Group does not:

(a) receive or hold fiat funds;

(b) control or process fiat transactions.

The User may be redirected to, connected with, or technically integrated with an independent third-party provider through the 67 Mini-App. The contractual and regulated payment relationship relating to the underlying fiat transaction is with the relevant provider, subject to its applicable terms, even where the User experience is initiated from within 67.

The Group does not recommend, endorse, or provide any representations or warranties in respect of any third-party providers, their services, or their terms.

The User shall not use the Services or any third-party services for the purpose of circumventing applicable laws or regulations, including but not limited to anti-money laundering (AML), counter-terrorist financing (CTF), or sanctions regimes.

The Group shall not be liable for any losses, damages, or claims arising from or related to the use of any third-party fiat services.

E.4.4. Any claims, demands, or disputes arising in connection with the use of Other Third-Party Services shall be resolved directly between the User and the relevant third party, unless otherwise required by applicable law.

E.5. Modification and Termination of Access

E.5.1. The Group may, at any time, at its sole discretion and without prior notice:

(a) add new Other Third-Party Services;

(b) modify, restrict, or terminate access to existing Other Third-Party Services;

(c) suspend or disable integration with any third parties.

E.5.2. Termination of access to Other Third-Party Services shall not affect the validity of these Terms with respect to the other Services.

PART F. REFERRAL, REWARDS AND INCENTIVE PROGRAMS

F.1. General

F.1.1. 67 may make available referral, cashback, bonus, promotional or other incentive functionality (collectively, the "Rewards Program"). Participation is optional and subject to these Terms, any program-specific rules displayed in the 67 Mini-App, eligibility requirements, jurisdictional restrictions and any applicable Partner requirements.

F.1.2. Rewards may be calculated by reference to qualifying activity, including eligible fees, transactions or other events associated with invited users. The applicable percentage, calculation basis, limits, qualifying period, exclusions and other conditions are those displayed or otherwise communicated for the relevant Rewards Program and may differ between Users, jurisdictions, campaigns or periods.

F.2. Referral Materials and Invited Users

F.2.1. A User may be provided with a personal referral link, referral code, QR code or sharing functionality ("Referral Materials"). Referral Materials may be used only for lawful, non-misleading personal referral activity and must not be distributed through spam, bots, deceptive advertising, impersonation, unlawful incentives or other abusive methods.

F.2.2. An invited person must independently satisfy all onboarding, verification, eligibility and Service requirements. A referral does not guarantee that the invited person will be accepted, receive a Card or obtain access to any particular Service.

F.3. Accrual and Availability of Rewards

F.3.1. Amounts shown as "accrued", "earned", "bonus", "cashback", "for all time" or similar wording in the 67 Mini-App are informational records of rewards calculated under the applicable Rewards Program. They do not constitute a bank deposit, interest, investment return, guaranteed yield, security, ownership interest or other financial instrument.

F.3.2. A reward becomes finally available only after the relevant qualifying activity has been completed, verified and not reversed, refunded, charged back, cancelled, disputed or identified as abusive, fraudulent or otherwise ineligible. Pending or provisional rewards may be adjusted or cancelled.

F.3.3. Rewards may be credited in Digital Assets, fiat-denominated units, Card balance, promotional units or another form specified in the applicable program. The method of crediting, withdrawal or use may be subject to minimum thresholds, fees, limits, technical availability and verification requirements.

F.4. Abuse and Adjustments

F.4.1. Self-referrals, multiple or duplicate accounts, coordinated artificial activity, transaction cycling, sham transactions, manipulation of qualifying fees or volumes, use of bots, false identities or any other conduct intended primarily to generate rewards without genuine qualifying activity are prohibited.

F.4.2. Where the Group reasonably determines that a reward was credited incorrectly or resulted from ineligible, reversed, fraudulent or abusive activity, the Group may withhold, cancel, reverse or deduct the corresponding amount, including from future rewards or other balances to the extent permitted by Applicable Law and these Terms.

F.5. Changes and Discontinuation

F.5.1. Unless a specific promotion expressly provides otherwise, the Group may change prospective reward rates, eligibility rules, limits, calculation methods or other parameters of a Rewards Program, or suspend or discontinue a Rewards Program, subject to Applicable Law. Changes shall not deprive a User of rewards that became final and unconditional before the effective date of the change, except where adjustment is permitted under these Terms.

F.5.2. Nothing in the Rewards Program constitutes a promise that any particular reward rate, referral percentage, cashback level or promotional benefit will remain available for any minimum period.

ANNEX 1. DEFINITIONS

Unless the context expressly requires otherwise, the following terms used in these Terms shall have the meanings set out below:

67 / 67 Mini-App — the Telegram Mini-App branded as “67” through which eligible Users may access the Services.

Referral Materials — referral links, codes, QR codes or other invitation identifiers made available to a User under a Rewards Program.

Rewards Program — any referral, cashback, bonus, promotional or other incentive program made available through 67 from time to time.

Account — a User account created by the Group for the purpose of providing access to and enabling the use of the Services, which may include a Custodian Wallet and/or a Virtual Account, as applicable.

Applicable Law — any laws, statutes, regulations, regulatory requirements, rules, directives, or other binding legal provisions in force in the relevant jurisdiction.

Confirmation — an electronic message, notice, or other document provided to the User in connection with a specific transaction performed within the Services, containing the key parameters of such transaction, including the amount, fees, exchange rate, limits, and other applicable terms.

Custodian Wallet / 67 Wallet — wallet functionality made accessible through 67 through which the User may view and, where available, deposit, withdraw, transfer or otherwise interact with supported Digital Assets using applicable third-party wallet or custodial infrastructure. The precise custody and technical model may vary by Service and Partner.

Digital Assets — cryptocurrencies, tokens, or other digital units of account supported within the Services.

Event of Default — any circumstance expressly specified in these Terms upon the occurrence of which the Group is entitled to suspend, restrict, or terminate the provision of the Services.

Fees — any fees, charges, or other payments payable by the User in connection with the use of the Services.

Group / we / us / our — UANT GLOBAL CORP. and, where applicable, its Affiliates involved in making the 67 product and Services available, together with references to Partners only where the context expressly requires.

Interfaces / Access Interfaces — the 67 Mini-App within Telegram and any website, support page or other electronic interface designated by the Group for access to the Services.

Other Third-Party Services — services, features or functionalities provided in whole or in part by independent third parties and made accessible or integrated through 67, including, where applicable, fiat funding, payment, card, exchange, infrastructure, referral or auxiliary services.

Card / Payment Card — a virtual payment card and, if made available, any physical or other payment card issued by a third-party licensed issuer or regulated partner and made accessible to the User through 67.

Services — the aggregate of services, features and functionalities made accessible through 67, including supported Wallet functionality, 67 Card functionality, Swap Transactions where available, referral and rewards functionality, and Other Third-Party Services.

Swap Service Providers — third-party exchanges, brokers, or other third parties — partners of the Group — that directly execute Swap Transactions.

Swap Transactions — transactions involving the exchange of digital assets, initiated by the User through the Services and executed by Swap Service Providers.

Virtual Account — a virtual accounting mechanism used to reflect the User’s transactions and balances within the Services, which is not a bank account, payment account, or electronic money account.

Wallet Balance / Virtual Account Balance — the accounting balance of digital assets or funds reflected, respectively, in the Custodian Wallet or the Virtual Account.

You / your — a natural person using the Services in accordance with these Terms.