Digital Ledger OÜ
General Terms & Conditions

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Contact information:

Digital Ledger OÜ

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Digital Ledger OÜ offers virtual asset services, which may not be appropriate for everyone. Before engaging in activities with virtual assets, you should learn about them to ensure that they are appropriate for you. Risks inherent to virtual assets include, but are not limited to, exchange rate volatility, transaction confirmation time, irreversible nature of transactions, possible inherent technical defects and regulatory uncertainties.

Digital Ledger OÜ offers the services defined below under the brand name "*OSOM*" pursuant to the terms and conditions presented in the following:

1.   General. These general terms and conditions (hereinafter the **Terms** or the **Agreement**) govern the provision of services by Digital Ledger OÜ (hereinafter **Digital Ledger** or **We**) to users (hereinafter the **User** or **You**), including but not exclusively, under the brand name "*OSOM*". When signing up to use the Service, the User confirms that they have read and agree to comply with these Terms. These Terms are binding on any use of the Service by the User.

2.   Terms. These Terms are available in the English language. The Terms will remain available to the User on the Website (at https://osom.finance). However, we encourage the Users to save or print these Terms for future reference.

3.   Violation of the Terms. Digital Ledger has the right to bring legal action against anyone violating these Terms, as well as terminate or suspend the User account.

4.   Service. Digital Ledger allows Users to:

a. View aggregated financial data from various sources on the contents of third party provider virtual asset wallets and exchanges (via the latter's API keys as well as Public Keys provided by Users);

b. Send virtual assets to and from its own dedicated "*OSOM*" wallet ;

c. Purchase and sell virtual assets;

d. Send virtual assets to the "*OSOM Crypto Autopilot*" feature in order for the algorithm of our business partner InvestSuite NV (Commercial registry number 0692.527.639 ; registered address: Groenveldstraat 76, 3001 Heverlee, Belgium) to create and periodically change and adjust the composition of a custom mix of virtual assets in an automated manner;

e. Send virtual assets to the "*OSOM DeFi Earn*" feature in order to lend / stake these out for the purpose of generating interest.

f.   Use other virtual asset-related features, as set out in the Special Schedule on Product Features, which complements these Terms, and contains the periodically updated description of other Product Features. For more information, please refer to the Special Schedule on Product Features.

Among others, Digital Ledger may also choose to make trades on its own account vis-a-vis Users. Moreover, the above described service (hereinafter the **Service**) is offered under the "*OSOM*" brand name via the "*OSOM*" mobile app (hereinafter the **App**) or browser (at https://osom.finance/) (hereinafter the **Website**), which are operated by Digital Ledger. The virtual asset wallet service listed in point (b) the virtual asset exchange service listed in point (c), and the OSOM Crypto Autopilot are regulated activities authorised by the Estonian Financial Intelligence Unit (Authorisation Nr. FVT000204).

5.   AML/KYC Verifications. Access to and use of our Service is subject to Anti-Money Laundering / Know Your Customer (hereinafter the **AML/KYC**) verifications according to the following conditions:

a.   All Users of our Service will be considered as having entered into a long-term business relationship with Digital Ledger under EU and Estonian AML laws, the purpose of which will be the purchase, sale and storing of virtual assets, and will therefore be subject to our standard AML/KYC verifications before they can start effectively using our Service (i.e transacting).

b.   In very limited circumstances, and as an exception to clause 5(a) above, any initial transaction below EUR 100 or equivalent at time of deposit (only available to SEPA / SWIFT bank transfers and credit card transactions) is to be considered as an "*occasional transaction*" under EU and Estonian AML laws, which does not create a long-term business relationship between the User and Digital Ledger, and therefore does not require them to go through our standard AML/KYC verifications. In such a case, Digital Ledger will apply Simplified Due Diligence (hereinafter **SDD**) measures, and only the User's first name, last name and (verified) email address will initially be requested.

c.   For a period of two (2) weeks, the User referred to in clause 5(b) may make one single withdrawal below EUR 100 or equivalent, but only to a SEPA/SWIFT bank account in their name.

d.   If (i) within two (2) weeks of having accepted these Terms, the User referred to in clauses 5(b)-5(c) carries out another transaction in any amount by using their account, or (ii) if after two (2) weeks of having accepted these Terms, the User is still using our Service, the User will be deemed to have entered a business relationship with Digital Ledger under EU and Estonian AML laws. In such a case, the User will be obliged to go through our standard AML/KYC verifications in order to continue using our Service, and will no longer be able to transact within the App until they do so.

e.   Should the said User referred to in clauses 5(b)-5(d) fail to successfully carry out our AML/KYC checks within six (6) weeks of accepting these Terms, Digital Ledger reserves itself the right to unilaterally suspend and/or deactivate the concerned User's account. While Digital Ledger shall strive to notify / remind the User to carry out our AML/KYC checks, it shall be under no obligation to do so. The User therefore understands it is their sole responsibility to ensure that they successfully pass our AML/KYC checks within the prescribed period.

f.   Should the User fail to to successfully carry out our AML/KYC checks within the prescribed period referred to in clause 5(e), the User will then have a further 180 days

to claim any outstanding balance of fiat funds or virtual assets in relation to the their current / former account, subject however to their submission of a valid governmental identification document (e.g. ID or passport) to Digital Ledger. Any such unclaimed fiat funds or virtual assets will automatically revert to / become the property of Digital Ledger after that period.

g. Digital Ledger further reserves itself the right to carry out further or "*enhanced*" AML/KYC verifications on its Users, where it deems it justified and / or there may be potential higher risk factors (e.g. higher amounts, PEP/Sanctions matches, unusual behaviour or transaction patterns etc), in line with EU and Estonian AML laws.

The above conditions shall apply to all the features of our Service, including but not limited to, our virtual asset wallet and exchange, as well as our Crypto Autopilot.

6.   Ownership and Custody of Your Virtual Assets. Digital Ledger will not use either your fiat or virtual assets other than for the purpose for which you entrusted them to us, i.e. trading, purchasing and selling of virtual assets on your behalf. We will therefore be acting as the "*custodians*" of your virtual assets, which will remain yours at all times. As for your fiat funds, these are prepayments in view of carrying out virtual asset transactions. You will retain the ability to move either your fiat or virtual assets in and out of the App at any time.

For the avoidance of doubt, in the event of a hypothetical bankruptcy on our part, no claims would be valid against your virtual assets with us, as custody does not transfer legal ownership, and in no event would these be used to repay our debts.

7.   Your OSOM Crypto Autopilot. By choosing to send virtual assets to the OSOM Crypto Autopilot, you grant Digital Ledger the right to change the composition and weighting of the underlying virtual assets of your account as per guidance of the algorithm provided by InvestSuite NV. Notwithstanding the above, you retain the full discretion to add or subtract any and all assets sent to OSOM Crypto Autopilot. We will provide you with regular statements with the details of your OSOM Crypto Autopilot balance.

8.   Your OSOM DeFi Earn. By choosing to send virtual assets to the OSOM Defi Earn feature, you grant Digital Ledger the right to integrate with third party projects (whether from Centralised Finance ("*CeFi*") or Decentralised Finance ("*DeFi*")) in order to enable the latter's algorithms and protocols to (among others) lend, stake, and/or manage your virtual assets, in view of earning fixed income. Notwithstanding the above, you retain the full discretion to add or subtract any and all assets sent to the OSOM DeFi Earn feature. We will strive on a best efforts basis to provide you with regular statements with the details of your OSOM DeFi Earn balance.

9.   Fees. All fees associated with this agreement (hereinafter the **Fees**) shall be for the User to bear, and will be subtracted from the User's net balance. Digital Ledger's Fees are displayed in the App and can be found in the Help Center. In addition, operational fees paid to third party providers to facilitate transactions such as network and trading fees may also apply. Separate Service Fees related to the use of our OSOM Crypto Autopilot feature can also be found in our Help Center - https://intercom.help/osom-finance/en/. Those are incurred in the course of changes in the basket composition as well as upon execution of transfers. In parallel, the use of our OSOM Crypto Autopilot feature may also include a minimal withdrawal amount, including to respect such limitations imposed by third party service providers and/or to cover their fees, which are independent of our control. For more up-to-date information on minimal withdrawal amounts, please also refer to the abovementioned Help Center.

Moreover, you understand and accept that there may be a discrepancy between the withdrawal amount shown on the application or website when you submit your withdrawal instruction and the final amount you receive. For the purposes of this agreement, the User agrees that Digital Ledger is recognized as the sole party eligible to act as Calculation Agent. The User explicitly concedes all of its rights to dispute any and all calculations performed by Digital Ledger.

10.   Prohibited Use. Users may not use the Service for unlawful purposes, including but not limited to money laundering, terrorist financing, fraud and other illegal activities.

The Service will be offered worldwide, with the exception of high-risk countries, see URL for up-to-date list, which at the time of writing includes : Albania, Afghanistan, the Bahamas, Barbados, Bosnia and Herzegovina, Botswana, Cambodia, Ethiopia, the Democratic Republic of Korea, Ghana, Guyana, Iran, Iraq, Jamaica, Laos, Mauritius, Mongolia, Myanmar, Nicaragua, Laos, Pakistan, Panama, Sri Lanka, Syria, Trinidad and Tobago, Tunisia, Uganda, Vanuatu, Yemen, Zimbabwe. See also combined list of EU, FATF & other here : https://finance.belgium.be/en/high-risk-countries

In addition, the Service will not be offered to U.S. Persons, which are defined as either U.S. residents or U.S. citizens. For a comprehensive list of jurisdictions where we operate, please refer to our FAQ available on our OSOM website at https://osom.finance/.

Digital Ledger has the right to terminate the provision of Service to the User and bring legal action against the User if such activities are detected or suspended.

11.   Registration. Users must register to use the App and the Website. In order to become a User, the explicit acceptance of the Terms is required – by clicking on "*Create Account*" during the registration process, Users agree to the Terms. When registering as a User of the Website and the App, the User must submit a valid e-mail address and choose a password. Confirmation of registration is sent to User's e-mail. User must inform Digital Ledger about any changes to their personal information that they have provided. Digital Ledger retains the right to ask the user for additional personal data if it is required by the applicable laws, necessary for the provision of the Service, combat fraud or any other justified reason.

Registered Users have to be at least 18 years of age.

Both natural and legal persons are accepted as Users by Digital Ledger. Legal persons are registered as Users by their authorised representative. The representative will provide Digital Ledger with their own personal information. The representative must ensure that it has a valid authorisation to represent the legal person. Digital Ledger may, but is not obligated, to examine the proof of such authorization.

The User must have a valid e-mail and password to access their account. Such credentials are strictly personal and confidential. Users are responsible for maintaining the confidentiality of their account and password, which should not at any time be disclosed to third parties. The User agrees to accept full responsibility and liability for all activities that occur under their account. Should a User realise or suspect any unpermitted disclosure of their credentials, they shall be obliged to change these and contact Customer support immediately to notify the latter of such unpermitted disclosure.

12.   Privacy Policy. Digital Ledger or its affiliates process Users' personal data pursuant to the OSOM Privacy Policy (https://osom.finance/files/privacy-policy.pdf). For the purposes of EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), and in the context of the Service, the data controller is, depending on the circumstances, either Digital Ledger, or its

Estonian affiliate, Polybius Tech OÜ. For more information, on the data controller ownership, please refer to the Privacy Policy. The User confirms having read and understood the Privacy Policy.

13.   Intellectual Property. Content of the Website and the App, including design, graphics, images, text, code, domain, database rights and other copyrights, such as the brand name "*OSOM*", are intellectual property of Digital Ledger or its affiliates. Such content may not be edited, made into derivative works, be reproduced, distributed or displayed for any other purposes than provided in these Terms, unless provided otherwise by applicable law.

"*OSOM*" is a registered EU trademark of Polybius Fintech Sprl, a Belgian-incorporated company and affiliate of Digital Ledger (Commercial registry number: BE 0695.912.840 ; Registered address: Boulevard de Waterloo 34, 1000 Brussels, Belgium).

14.   No Warranty. Digital Ledger disclaims any and all warranties, expressed or implied, in connection with the Service. The Service is provided "*as is*" and "*as available*" and at User's own risk, and Digital Ledger does not warrant or represent any quality, fitness for purpose, non-infringement, completeness or accuracy of the Service. Regardless of our efforts to provide the User with services of the highest quality, safety and security, Digital Ledger makes no warranty that the Service will be uninterrupted, timely or error-free or that defects will be corrected.

Digital Ledger reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, and Digital Ledger will not be liable to the User for any interruption, modification, or discontinuation of the Service or any function or feature thereof. Reasonable advance notification will be provided of discontinuing or suspension of the Service where possible. Digital Ledger is not responsible for any difficulties in operating or using the Service that are caused by the web hosting service provider, internet service provider of the User or any other third party, unless prescribed otherwise by applicable law.

15.   No Recommendations or Investment Advice. Digital Ledger does not provide any financial, legal, tax or investment advice or recommendations. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Our services are not, do not offer, and shall not be construed as investment or financial products. You are solely responsible for determining whether any of our services are appropriate for you based on your personal objectives, financial circumstances and risk tolerance. You agree and understand that under no circumstances will the operations of Digital Ledger and your use of our services be deemed to create a relationship that includes the provision of or tendering of investment advice. You should consult your legal or tax professional regarding your specific situation.

16.   High Risk Disclaimer. Before dealing with virtual assets via our Service, you should be aware of the different considerably high risks associated with them, including the following:

a. **Legal and Regulatory**: The regulatory status of virtual assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies or rules relating to virtual assets, blockchain technology, or blockchain applications may be implemented, which would directly or indirectly affect or restrict the services we provide to you. In particular, note that:

○ You are responsible for determining whether the use of or purchase of virtual assets via any of our services is legal in your jurisdiction and you shall not use

any of our services if illegal in your jurisdiction. If you are uncertain, please seek independent legal advice;

- ○ We may be forced to suspend or discontinue or to change certain aspects of our services in some jurisdictions, if required by the relevant regulators and/or laws, and this without notice and for whatever reason. In such instances, virtual assets in your account may be frozen for an indefinite period of time until the matter is resolved;
- ○ Virtual assets are not legal tender and are not backed by any government.

b. **Loss of Value:** The price, value and liquidity of virtual assets are extremely volatile and unpredictable, which may adversely affect the value and the ability to liquidate the underlying virtual assets and result in significant or total loss in a short period of time. Among others, note that:

- ○ The decrease or discontinuance of willingness of market participants to exchange fiat currencies for virtual assets may also result in significant or total loss of value in your virtual assets.

c. **Theft, Hacking and Cyber Attack:** virtual assets may be subject to expropriation, theft and/or fraud; hackers or other malicious groups or organizations may attempt to interfere with our system/network in various ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your virtual assets, or the loss of your ability to access or control your virtual assets. In such an event, there may be no remedy, and holders of virtual assets are not guaranteed any remedy, refund, or compensation. In particular, note that:

- ○ Any third party who gains access to your account login credentials or your private keys, may be able to liquidate, sell, dispose or transfer virtual assets in your account and may result in significant or total loss of value in your account.

d. **Development of Virtual Assets**: Any change in the development of virtual assets, including but not limited to the change of blockchain protocol, forks, management team etc., may significantly impact the availability, usability, liquidity or value of virtual assets. In particular, the User understands that virtual assets are subject to to sudden changes in operating rules, and third parties may from time to time create a copy of a virtual asset network and implement changes in operating rules or other features (**Forks**) that may result in more than one version of a network (each, a **Forked Network**) and more than one version of a virtual asset (**Forked Assets**). The User hereby acknowledges that Forked Networks and the available supply of any Forked Assets are wholly outside of the control of the Digital Ledger, and the Digital Ledger's ability to deliver Forked Assets resulting from a Forked Network may depend on third parties outside of Digital Ledger's control. The User understands and acknowledges that Forks may materially affect the value, function, and/or even the name of virtual assets. Thus, the User acknowledges that he/she has no right, claim or other privilege to Forked Assets on such unsupported Forked Network and Digital Ledger does not bear any liability from any loss resulting as a consequence.

e. **Third Party Service Providers and Counterparties:** In providing our services to you, we may use various third party service providers and counterparties (together " *Third Party Service Providers*"). The purchase of the underlying virtual assets is subject to the availability and liquidity of such virtual assets offered by Third Party Service Providers, including online virtual assets exchanges. If the availability of any specific virtual assets is scarce, or if such Third Party Service Providers malfunction,

go bankrupt or are subject to hack attack, we may not be able to purchase or liquidate specific virtual assets on a timely basis or at all.

f. **Source Code Weakness:** There is a risk that the App or any of our products may unintentionally include weaknesses or bugs in the source code which may adversely affect the function of the services.

g. **Insurance:** The virtual assets held in your account are not protected by any third party insurance scheme or government-backed insurance scheme.

h. **Centralised Finance (“*CeFi*”) / Decentralised Finance (“*DeFi*”):** OSOM strives to offer its users only the best fixed income projects. However, OSOM only acts as a platform to showcase both CeFi and DeFi projects and provide users with related services, such as accessing crypto assets on behalf of users and/or distributing earnings, etc. OSOM does not assume liability for any losses incurred due to the theft, hacking, cyber attack, source code weakness, security issues, or any other issues related to such projects and/or their on-chain contracts, which are fully outside our control. By using our Service you acknowledge that you understand the risks associated with the underlying assets and/or third party services offered.

i. **Foreign Exchange (“*FX*”):** You also understand that, as part of our own Service, many third party services and/or solutions we interact with, and particularly CeFi and DeFi lending services, mostly work with USD-denominated assets, while OSOM accepts and interacts with users in EUR. For this reason, there is always an FX / currency risk where the EUR might decrease against the USD, causing a loss where your yield could be fully wiped out and where you may even receive less EUR than you had initially deposited.

In light of the foregoing, you understand and agree that your use of our Services is conducted at your own risk. This section is not exhaustive and does not disclose all the risks associated with virtual assets and the use of our Services. You should, therefore, carefully consider whether such use is suitable for you in light of your particular circumstances and financial resources.

17. Limitation of Liability. Each User is liable for and must compensate to Digital Ledger any and all damages (including the loss of profits), which arise from the activities of the User.

Digital Ledger is liable for and must compensate to Users only direct monetary damages caused by Digital Ledger intentionally or due to gross negligence. Under no circumstances is Digital Ledger liable for the loss of profits of the User.

Digital Ledger will not be liable for any damages caused by third parties or by circumstances outside the control of Digital Ledger (force majeure). Among others, Digital Ledger will not be responsible for the failings of third party banking and financial institutions, Digital Ledger's business partners (e.g. credit card payment processors etc), CeFi and DeFi projects, including but not limited to instances of personal data breaches or hacked/lost Virtual Assets and/or funds, which may arise on their part.

The limitations or exclusions of liability prescribed in this section will not apply in case such limitation or exclusion is not permissible under applicable law.

18. Taxes. Each user is responsible to determine if any taxes apply to the transactions carried out via the Services, as well as to report such taxes correctly and in a timely fashion to the competent tax authorities. User acknowledges that Digital Ledger is neither responsible for determining whether taxes apply, nor for the collection, reporting, withholding or otherwise of any such taxes arising from the said transactions. However, should we at any

point become legally required to withhold any taxes, then we will pay the User the remaining net amount. Similarly, we will not gross up the User for any taxes they might be required to pay.

19.   Indemnification. User agrees to indemnify, defend, and hold harmless Digital Ledger and its third party service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to any activities of the User or the misuse of the Service; breach or alleged breach of any of these Terms and the violation of any rights (including intellectual property rights) of a third party.

20.   Amending the Terms. Digital Ledger reserves the right to amend any part of the Terms at any time. Digital Ledger will strive to provide the User with reasonable prior notice of such changes. If the User does not agree to these amendments, or any particular amendment, the User may not be able to continue to use the Website or the App.

21.   Assignment. This agreement may not be assigned or transferred by User, without the prior written consent of Digital Ledger. Digital Ledger may assign its rights and transfer its obligations at any time provided it ensures that User's rights are still adequately safeguarded after that transfer.

22.   Termination. User may terminate the agreement with Digital Ledger under these Terms by deleting their account on the Website or on the App. Upon selecting to delete the account, the User will remain subscribed to the Service for 30 days. During this period, the User shall be responsible for withdrawing their virtual assets and Fiat currencies prior to the termination date and shall retain the possibility to cancel the termination. If the User does not cancel the deletion of the account, the User's account will be deactivated after 30 days and the User's rights to use the Service will be terminated. After this termination Digital Ledger is not able to retrieve the User data or its account. Moreover, any virtual asset and Fiat currency balances remaining will be nullified and we will be under no obligation to provide any refunds or compensations.

The User acknowledges and agrees that Digital Ledger may stop (permanently or temporarily) providing the Service and/or terminate the agreement with the User under these Terms at Digital Ledger's sole discretion, without the obligation to provide a prior notice to the User, if the User breaches these Terms or one of Digital Ledger's policies.

The User further understands that they are not subject to Estonian consumer right protections under the agreement as the purpose of the Agreement and the business relationship between the Parties is related to the User's economic interest in the purchase, sale and storing of virtual assets. In particular, by signing the Terms, the User acknowledges that the Service consists of the delivery of digital content which is not delivered on a tangible medium and therefore, when the delivery of digital content has begun with the User's prior express consent, which will be taken from the User each case before delivery of digital content (i.e. by pressing the "*Confirm*" button within the App), the User is not entitled to any right to withdraw from the agreement (consumer withdrawal right) and Digital Ledger has no obligation to reimburse or refund amounts paid by the User in connection with the Service. The User fully understands that once they have confirmed their virtual asset related orders within the App, these executed transactions are by nature irreversible and non-refundable. The User may however at any time initiate a refund of their unspent prepaid funds within the App back to their bank account.

If you do not agree with these Terms, you should not create an account with us, visit our Website, download or use our App in any way, and/or you should immediately stop using these or our Services in general.

23. **Applicable law and dispute resolution.** The Terms are governed by the laws of the Republic of Estonia. Any disputes arising out of or in connection to these Terms will be finally settled by the Harju County Court in Tallinn, Estonia, unless otherwise required by mandatory law.

24. **Costs.** The User shall bear all court expenses related to settlement of disputes arising from the Agreement (including legal fees), unless the legislation of the Republic of Estonia sets forth otherwise (hereinafter the **Costs**). If the User fails to pay the Costs, Digital Ledger shall have the right at its discretion to pay the Costs and demand compensation thereof from the User.

25. **Final provisions.** If any one or more of the provisions of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired.

Upon any User's infringement of any of these Terms or of the law, Digital Ledger has the sole right to terminate User's account immediately without any prior notice.

Customer support:

Customers can contact Digital Ledger by:

- Sending an email to support@osom.finance
- Within the app, through the support chat