

Terms and Conditions

These terms and conditions (hereinafter in the text referred to as “Agreement” or “Terms and Conditions”) govern Your use of service provided by FISKL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, incorporated on 20 July 2023 , with its registered office at Dajwór 14/19, 31-052 Kraków, Polska, under KRS number 0001048293 and listed in the register of virtual asset service providers, maintained by the Director of the Fiscal Administration Chamber in Katowice, under number RDWW-1093 (hereinafter “FLYZEX,” “we,” “us” or “our”).

This Agreement is between You and Flyzex.

Pursuant to this Agreement, Flyzex provides: (1) services in the exchange of fiat currency for virtual assets, and virtual assets for fiat currency (hereinafter in the text referred to as “Exchange Services”); and (2) custodian virtual asset wallet services enabling You to hold, store, transfer, and manage Your balances of supported cryptocurrencies (hereinafter in the text referred to as “Custodian Wallet Services”); as well as (3) services in exchange of one virtual asset to another virtual asset (hereinafter in the text referred to as “Crypto Swap Services”) (hereinafter together in the text referred to as “Services”), provided that:

FISKL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ provides Services within the territory of the Republic of Poland.

The Services are available via the Flyzex platform (hereinafter in the text referred to as “Platform”) exclusively. The Platform is a partially automated online system located on <https://flyzex.com/> (hereinafter in the text referred to as “Website”) and the Flyzex widget.

Please read these terms and conditions carefully before accessing the Platform and creating Your Account and keep them for Your future reference.

Flyzex may revise, amend, and modify these Terms and Conditions from time to time for the following reasons: i) changes in applicable laws and regulations; ii) expansion or modification of the Services provided; iii) implementation of new technologies; iv) changes in ownership or management; v) security or privacy concerns; vi) feedback and requests from users, partners, or advisors; vii) changes in industry standards and best practices; viii) court decisions and legal precedents; ix) economic factors, such as fluctuations in the market; x) correction of errors or inaccuracies in the previous terms.

Such changes and modifications will become effective upon publication on the Website. However, in the event of any substantial modifications to these Terms and Conditions, we will notify You through the email address provided by You upon Your Account’s registration or other reasonable means. In such a case You will be given a minimum of 30 days' notice before the amended Terms and Conditions become effective, except where a change is required to comply with legal obligations or to address a security concern, in which case the changes may take effect immediately.

If You do not agree with such changes or modifications, You may terminate this Agreement in compliance with Section 9 of this Agreement. The continued use of the Platform or Services, after any amendment to these Terms and Conditions, constitutes Your acceptance of the amended Terms and Conditions.

1. Definitions

- **“You / Your”** or **“the Customer”** means either: i) a natural (physical) person (hereinafter in the text separately referred to as “Individual Customer”); or ii) a representative / authorized signatory of an organization (legal entity) recognized by law (hereinafter in the text separately referred to as “Corporate Customer”) who has agreed to all terms and conditions of Flyzex, as well as other relevant policies, and uses the Services available on the Platform.
- **“Your Account”** means an account created by You on the Platform. As an Individual Customer, You may create only one account. As a representative / authorized signatory, You may create an account for each Corporate Customer You represent / on whose behalf You are authorized. By using Your Account, You agree that You will use the Services only for: i) Yourself, and not on behalf of any third party (if You are the Individual Customer); or ii) the organization (legal entity) You represent / on whose behalf You are authorized. If You are a Corporate Customer, all Orders must be made using financial accounts set up in the name of Your organization (legal entity), and any virtual assets held are regarded as Your assets. You are fully responsible for all activity that occurs on Your Account. Flyzex may, at its sole discretion, refuse to open an account for You, or suspend or terminate any existing account.
- **“Your Wallet”** means Your virtual asset wallet which is generated on Platform by Flyzex, at Your request.
- **“Stored Virtual Assets”** means virtual assets that You store in Your Wallet. The ownership of the Stored Virtual Assets remains with You. Flyzex may not borrow, sell, transfer, loan, encumber or pledge the Stored Virtual Assets without Your consent, except when Flyzex is required to do so by the relevant regulations.
- **“Order”** means (i) a purchase of virtual assets by You from Flyzex via the Platform; or (ii) a sale of virtual assets to Flyzex by You via the Platform; or (iii) exchange of one virtual asset to another virtual asset from Flyzex by You via the Platform; or (iv) Your initiated deposit of virtual assets to Your Wallet; or (v) Your initiated withdrawal of the Stored Virtual Assets to another public blockchain address. Each Order within the meaning of Points (i), (ii), and (iii) of the present Paragraph is a two-party transaction involving only Flyzex and You.
- **“Polish AML Act”** means the Polish Act of 1 March 2018 on Anti-Money Laundering and Countering the Financing of Terrorism, as amended.
- **“CDD Procedures”** means the processes we use to identify and verify the identity of the Customers, as well as to monitor ongoing activities, in order to comply with regulatory standards.
- **“Request for the Order”** occurs when, using Your Account, You initiate an Order by specifying the type and amount of virtual assets You wish to purchase, sell, exchange, deposit or withdraw, and by agreeing to these Terms and Conditions. Please note that the Request for the Order is not a binding agreement but rather a preliminary step to initiate the process for potential Order confirmation and fulfillment.
- **“Confirmation of the Order”** means an email received by You from Flyzex, a page displayed on the Flyzex Platform, or any other form of communication from Flyzex to You, all of which include the Details of the Order. Confirmation of the Order constitutes a binding agreement between You and Flyzex.
- **“Details of the Order”** means an invoice number, the type and amount of virtual assets being purchased and the amount of fiat currency You need to pay for those virtual assets (for virtual asset purchases); the type and amount of virtual assets being sold and the amount of fiat currency You will receive from the sale (for virtual assets sale); the type and amount of virtual assets being exchanged by You and the type and amount of virtual assets You will receive from Flyzex (for exchange of one virtual assets to other virtual assets); the amount of virtual assets to be deposited into Your Wallet (for deposits); or the amount of virtual assets being withdrawn to another public blockchain address (for withdrawals), along with any applicable fees or processing details, as confirmed by Flyzex in the Confirmation of the Order.

2. Main principles for the provision of the Services

- To use our Services, You need to successfully complete Your Account registration process, including compliance with our CDD Procedures. Please note that if these conditions are not met,

Flyzex will: (i) decline to establish a business relationship with You; (ii) refuse to process any Orders; and/or (iii) terminate any existing business relationship with You.

- You are responsible for ensuring that the information You provide during Your Account's registration and throughout Your use of the Services is accurate, complete, and current. You warrant that all information provided, including personal identification documents, contact details, and any other requested information, is true, reliable, and up-to-date. You agree to promptly update Your information if any changes occur.
- Flyzex reserves the right to request additional information and documents from You if required by applicable law and Flyzex' internal procedures. If You do not provide the requested information or documents, Flyzex may limit Your access to the Platform as well as the delivery of the Services.
- The list of available virtual assets may change without prior notice.
- Flyzex does not store, safeguard, or administer fiat currency on behalf of You. We do not possess any fiduciary duty or obligation to You concerning the execution of Orders or any decisions You make or actions You take in the course of using our Services.
- Flyzex does not provide financial/investment advice to You. Any communication or data shared with You by Flyzex should not be considered or construed as investment, financial, or trading advice. Flyzex is not a bank.
- Virtual assets are highly volatile assets, which means their price can move from extreme highs to extreme lows and vice versa within a short period of time. You bear exclusive responsibility for evaluating whether any Order is suitable for You based on Your personal goals, financial situation, and risk tolerance. Furthermore, any losses or liabilities resulting from Your decisions remain solely Your responsibility. We encourage You to consult legal or tax professionals tailored to Your unique circumstances.
- Flyzex does not endorse any particular virtual asset to be bought, earned, exchanged, sold, or held by You. Before deciding to buy, sell, exchange or hold any virtual asset, we recommend You conduct thorough due diligence and consult with Your financial advisors.
- Virtual assets are not legal tender and are not backed by any government. Also, the legislative and regulatory landscape around virtual assets is constantly changing and may affect Your ability to use, transfer, or exchange Your Virtual Assets.
- Our Services are not covered by the Bank Guarantee Fund (Bankowy Fundusz Gwarancyjny), the Polish Deposit Guarantee Scheme or any other guarantee scheme.
- Flyzex reserves the right to suspend Your Account and provision of the Services if Flyzex suspects You to be in violation of these Terms and Conditions, our Privacy Policy, or applicable laws and regulations. Flyzex can freeze or lock the virtual assets, freeze or lock any fiat currency, in case of situations where Flyzex suspects You to be in violation of these Terms and Conditions, our Privacy Policy, or applicable laws and regulations.
- Flyzex may refuse to process or execute any Orders for the following reasons: (i) if processing or executing the Order would result in non-compliance with applicable laws, regulations, or internal policies of Flyzex, including but not limited to Anti – Money Laundering and Counter-Terrorism Financing laws, and sanctions lists; (ii) if processing or executing the Order would pose an unacceptable risk to Flyzex, such as credit risk, reputational risk, or operational risk; or (iii) if there are not enough funds or virtual assets to cover the Order and any applicable fees. In such cases, Flyzex will inform You of the refusal.
- All information provided by You during the use of the Services will be treated in accordance with our Privacy Policy.

3. Processing of Orders

- For Corporate Customers, all Orders are processed through FISKL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ.
- For Individual Customers, all Orders are processed through FISKL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ.
- Custodian Wallet Services are provided by FISKL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ.
- Flyzex is not responsible for delays or failures in the handling of Orders arising as a consequence of any problems in the telecommunications, computer, and other systems; block or closure of the accounts, freezing or holding of funds, change of political regimes, civil strike; and actions of third parties, which are beyond the control of the Platform.
- Your Order is entered into at the moment when You submit a Request for the Order through the Flyzex Platform, and receive a Confirmation of the Order from Flyzex.
- If the Order is for the purchase of virtual assets, upon receiving the Confirmation of the Order, You shall transfer the fiat currency to an account designated by Flyzex as outlined in the Confirmation of the Order.
- Flyzex transfers the virtual assets to Your virtual assets wallet, in accordance with the Confirmation of the Order, after receipt of the fiat currency.
- Until the transfer of the virtual assets to Your virtual asset wallet, You retain ownership of the fiat currency and the right to its return in the event of non-completion of the Order.
- If Flyzex does not transfer the virtual assets to Your virtual assets wallet in accordance with the Confirmation of the Order, the Order is not completed. In this case the fiat currency will be returned to Your Account.
- An Order is considered to be completed when: (i) Flyzex makes a transfer of the required virtual assets amount to the virtual assets wallet of Your choice (if You purchase virtual assets or exchange virtual asset to another virtual asset); or (ii) Flyzex makes a transfer of the required fiat amount to Your indicated account (if You sell virtual assets); or (iii) You receive the required amount of virtual assets to Your Wallet; or (iv) the required amount of virtual assets are transferred to another public blockchain address indicated by You.
- Flyzex may charge a fee for the processing of the Order. You are responsible for paying the fees associated with the use of the Services. You will be informed of the applicable fee before authorizing the Order.
- In case of withdrawal of the Stored Virtual Assets, Your Wallet must have sufficient balance for the order to be processed, including any fees applicable.
- If You provide inaccurate or false information while filling out the Order (including but not limited to a bank account number that belongs to a third party), which later proves to be the reason why the Order cannot be completed, the fees associated with the Order refund shall be borne by You.
- The return of the transferred funds is not possible after the Order is completed.
- If the amount of virtual assets received is different by more than 20% from the amount indicated in the Order, Flyzex may unilaterally reject the Order.
- Due to the volatile nature of virtual assets markets and the fact that prices can fluctuate significantly, there may be instances where the price of virtual asset amount has moved between the time an Order is submitted and the time when the Order is processed. Instances like this are rare but may happen. If the virtual asset amount to be sent to You differs by more than 2% between the time the Order is submitted and the time the Order is processed, Flyzex reserves the right to reject the transaction and contact You to inform You about the new amount of virtual assets to be paid out. You have the option to either withdraw or proceed with the transaction at the new rate.
- In the implementation of the return, all commission costs for the virtual assets or fiat currency transfers are deducted from the funds received from You.
- Flyzex reserves the right to temporarily hold the funds transferred to it from You if there are attempted attacks on the server, as well as any attempts of hacking and cheating scripts of the Platform. The funds will be returned to You via the same method of payment upon request.

4. Liability and Indemnification

- Flyzex undertakes to make reasonable efforts to ensure that Orders are processed in a timely manner. However, it may be necessary for Flyzex to delay the fulfillment of an Order, until such time as we are able to execute the Order, i.e. in the following circumstances: (i) we perceive a risk of illegal activity or fraud or in order to secure Your obligations under this terms and conditions; (ii) due to unexpected increases in transaction volumes on a weekend or bank holiday; (iii) as a result of latency, disruption, congestion, or other delay on the distributed ledger network; (iv) incorrect instructions or address information entered by You; (v) as required by law or in response to a subpoena, court order, or government order; (vi) if we perceive a risk of illegal activity, fraud, or violation of our AML obligations and/or procedures.
- The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied, or statutory. Flyzex does not guarantee that any Order will be accepted. You hereby understand and agree that Flyzex shall not be liable for any losses or damages arising out of or relating to: (i) any inaccuracy, defect, or omission of virtual assets price data, (ii) any error or delay in the transmission of such data, or (iii) interruption in any such data.
- To the maximum extent permitted by applicable law, in no event shall Flyzex, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors be liable for any lost profits, decrease in value or business opportunity, any loss, damage, corruption or breach of data, or any special, incidental, indirect, intangible, or similar damages, arising in connection with authorized or unauthorized use of the Website or the Services, or these terms and conditions, except to the extent of a final judicial determination that such damages were a result of Flyzex' fraud, wilful misconduct or intentional violation of applicable law.
- You agree to indemnify Flyzex, its subsidiaries and affiliates, beneficiaries, owners, shareholders, members of the board, directors, representatives, attorneys, officers, managers, employees, agents, and contractors from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages arising from (i) fraud, negligence, wilful misconduct by You in the use of the Services, (ii) Your violation of these Terms and Conditions, or (iii) Your violation of other policies, guidelines or instructions of Flyzex, or (iv) Your violation of any applicable law, regulation, or rights of any third party during Your use of the Services.
- You acknowledge that Flyzex is not liable for actions of third parties providing investment or financial advice, investment services, or other kinds of services to You through the Platform. Flyzex strongly encourages You to use the virtual asset wallets under Your direct control. Flyzex cannot be held accountable if You order to send the purchased virtual assets to a virtual asset wallet outside of Your control.

5. Acceptable use

While using the Services, You unconditionally agree to the following:

- You will not act illegally, defamatory, threatening, intimidating, or harassing;
- You will not impersonate someone;
- You will not disguise Your location through IP proxying or other methods;
- You will not violate, misappropriate, or infringe the rights of publicity, intellectual property, or other proprietary rights; and
- You will not violate any applicable law or regulation.
- You will not use our Services for any illegal or unauthorized purposes, including but not limited to activities involving gambling, illicit drug trade, human trafficking, terrorist financing, unlicensed firearms and weapons trade, fraudulent schemes and scams.

6. Resolution of Disputes & Applicable Law

- Flyzex and You agree that any disputes arising between us shall initially be attempted to be resolved by mutual negotiations. In such a case, You shall contact Flyzex by sending an email describing the dispute to support@flyzex.com, and Flyzex shall contact You via the email that

was used for registration or any other information that You provided to Flyzex in order to access the Platform.

- The provision of the Services provided by FISKL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ shall be governed by and interpreted in accordance with Polish Law and the parties submit to the exclusive jurisdiction of the Polish courts.

7. Form of the Terms and Conditions

You and Flyzex acknowledge that the digital form of these terms and conditions is legally equal to the terms and conditions executed in a written form and signed by both parties.

8. Data Protection

Flyzex is committed to protecting the personal information of its Customers and will process personal data under applicable data protection laws and regulations, including the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Flyzex will process Customer's personal data to perform the terms and conditions properly as per Flyzex Privacy Policy.

Flyzex will not transmit Customer's personal data to other entities unless this possibility is provided in the Privacy Policy, the Customer consents to it, or it is required by law. In any case, any data transfers will be conducted in accordance with applicable data protection laws.

9. Termination Policy

- You may terminate Your Account on the Platform at any time.
- The Terms and Conditions will continue to apply until terminated by either You or Flyzex as set forth below. If You want to terminate terms and conditions with Flyzex, You may do so by (i) notifying Flyzex at any time and (ii) closing Your Account for all of the Services which You use.
- Flyzex may terminate this Agreement for valid reasons only, i.e.: (i) due to non-compliance with the terms of this terms and condition, stated in clause 10; (ii) if we reasonably believe that You create risk or possible legal exposure for us; (iii) if You attempt to use the Services in a fraudulent, abusive or questionable manner that violates any applicable laws, statutes or governmental regulations.

10. Eligibility

- Flyzex prohibits the provision of the Services in certain jurisdictions (hereinafter in the text referred to as "Restricted jurisdictions") in accordance with our regulatory obligations.
- At the point of registering an Account on the Platform, the Individual Customer represents and warrants that they:
 1. are at least 18 years (if You are an individual) ;
 2. have sufficient capacity to enter into legally binding agreements;
 3. have not previously been suspended from using the Services;
 4. are not located in, or is not a resident of any Restricted jurisdictions; and
 5. will not use the Services if any applicable laws in their jurisdiction prohibit them from doing so.
- Flyzex has the right to reject Your Orders and freeze the Stored Virtual assets in Your Wallet if we detect that You provided us with false or misleading information regarding Your eligibility to use our Service.

- The list of Restricted jurisdictions for the provision of the Services includes Afghanistan, the Central African Republic, Cuba, the Democratic Republic of the Congo, Ethiopia, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, USA, Venezuela, Yemen and geographies with unrecognized or disputed status.
- Disclaimer for the Customers from selected jurisdictions :
 1. Canada. The purchase of stablecoins is currently subject to restrictions under regulatory guidance issued by the Canadian Securities Administrators (CSA). Accordingly, Flyzex does not process or accept any Orders involving the purchase of stablecoins (including, but not limited to, Tether) from individuals who are residents of Canada. Any such Orders identified by Flyzex will be automatically declined. By submitting an Order for the purchase of stablecoins via the Platform, You expressly represent and warrant that You are neither a resident of Canada and that You are lawfully entitled to engage in such transactions through the Platform.
 2. Province of Quebec. In addition to the foregoing, please be advised that the purchase of any virtual assets — including, without limitation, stablecoins and other forms of virtual assets — via the Platform is not permitted for individuals who are residents of the Province of Quebec. This restriction applies regardless of the type of virtual asset or the payment method selected. Any attempted Order for the purchase of virtual assets submitted by such individuals or entities shall be automatically rejected. By initiating a purchase Order through the Platform, You expressly represent and warrant that You are neither a resident of the Province of Quebec and that You are fully eligible to access such services in accordance with all applicable laws and regulations.

11. Refund Policy

Please see the detailed refund policy.

12. Complaints Policy

- Flyzex will always strive to provide an efficient and professional service and will aim to provide prompt, courteous, and informative advice in respect of every communication received.
- You have the right to complain about the Services. The complaints should be communicated to Flyzex by sending an email to support@flyzex.com. Flyzex undertakes to deal with each complaint and issue a response within 14 days of the initial complaint. Flyzex records and analyses all complaints in order to improve the Services.
- Flyzex will notify the complainant of how the complaint has been handled in the same manner in which the complaint was lodged, in writing or by other durable medium.
- For the Customers from the United Kingdom, please note that virtual asset activity is not:
 1. within the scope of the jurisdiction of the Financial Ombudsman Service; or
 2. subject to protection under the Financial Services Compensation Scheme; or
 3. within the scope of the jurisdiction of, or subject to protection under either of the schemes referred to in paragraphs (1) and (2) above.

13. Language clause

These Terms and Conditions may be translated into the other languages as well in order to facilitate their understanding by You. Notwithstanding this translation, it is expressly agreed between the parties that in the event of a dispute, only the English version of these Terms and Conditions shall be binding between the parties.

Last updated: September 10, 2025