

# TERMS OF USE

January 28, 2025

## 1. Introduction

1.1. These Terms of Use (“Terms” or “Agreement”) are between, as applicable, the KOLO entity or entities specified in the table below (“KOLO”, “we”, “us”, or “our”) and you, the individual (“you”). This Agreement applies to an individual’s use of the following KOLO products and services (“Services”) only:

The KOLO.IN Website and any consumer mobile and desktop applications we may offer (“Site Services”);

The ability to purchase and sell Digital Assets through our On Ramp and Off Ramp products (“Ramps Services”);

The ability to swap Digital Assets (“Swap Services”);

The use of a KOLO Wallet, safekeeping or controlling, on behalf of clients, of crypto-assets (“Wallet Services”) and

KOLO Spend Card, the ability to issue a debit card (“Card Services”)

1.2. For clarity, if you use only Services provided by one KOLO entity, this Agreement is between you and the applicable KOLO entity. However, if you use Services provided by more than one KOLO entity, this Agreement is between you and any other KOLO entity dependent on the services offered to you.

KOLO Entity	Services
Hardline Holding Limited Jurisdiction: Kazakhstan Company number: 221240900259	Site Services  Ramps Services  Card Services are provided in collaboration with Signify Holdings Inc, 2810 N Church Street, 59466, Wilmington, Delaware 19802, United States, <a href="https://www.raincards.xyz/">https://www.raincards.xyz/</a>
Cryppo UAB Jurisdiction: Lithuania Company number: 305936248	Wallet Services  Ramps Services

	<p>Swap Services</p> <p>Card Services are provided in collaboration with Quicko sp. z o.o., and its registered office is at Tarnowskie Góry, ul. Sienkiewicza 49, 42-600 Tarnowskie Góry, Poland, <a href="https://www.quicko.pl/">https://www.quicko.pl/</a></p>
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1.3. Please read this document carefully, as it sets out the terms and conditions on which KOLO will provide services to you through our website, Application Programming Interfaces (“APIs”), or mobile applications (together our “Site”).

1.4. By signing up to create an Account with KOLO and use our Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and Cookie Policy.

#### 1.5. Risk acknowledgement

By using the Site of KOLO and by entering into this Agreement, the Client fully understands and was made aware of the inherent and potential risks associated with an investment in any products or services provided by KOLO, including, but not limited to the risk of a complete loss of Client’s funds and investment, or delays in payment or the realization of gains, associated with the provision of services by the KOLO operating in a testing regulatory regime.

The Client acknowledges the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, and the respective successors and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Hardline Holding Limited.

The Client may sue the Hardline Holding Limited for all claims, liabilities, legal action for damages, losses, costs arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by Hardline Holding Limited.

1.6. This Agreement will govern the use of the Services provided by KOLO. By using the Services you agree to be bound by the terms and conditions of this Agreement. If you do not agree to any of the terms in this Agreement, or any subsequent modification to this Agreement, you will not be permitted to use the Services, and your Account with us will be closed. This Agreement will come into effect when you confirm electronically that you agree to it. We recommend that you retain a copy of this Agreement and transaction records.

1.7. Use of Digital assets may be illegal in some jurisdictions. It is your responsibility to know the regulatory requirements concerning transactions with Digital Assets in your jurisdiction before using the Services.

1.8 For the purposes of this Agreement:

1.8.1 an "Account" means an online account created by you in order to access the KOLO Services;

1.8.2 a "Business Day" means any day which is not a Saturday, Sunday or public holiday in the respective jurisdiction referred to at clause 1.1, and which the banks are open for business in such jurisdiction;

1.8.3 "Digital Assets" ("Cryptocurrency" or "Cryptocurrencies") means a cryptographically secured digital representation of value or contractual rights that uses a form of distributed ledger technology and can be transferred, stored or traded electronically. The definition of Digital Assets also includes "right to, or interest in, the Cryptocurrency";

1.8.4 "Order" means a request for the Services;

1.8.5 "Partner" means third party firms who refer you to KOLO in order to purchase and/or sell "Digital Assets";

1.8.6 "Partner Sites" means Partner's mobile applications and websites;

1.8.7 "Services" means to the purchase, sale and/or swap of Digital Assets from KOLO; and

1.8.8 "Wallet" means a secured digital facility in which Digital Assets are held.

1.9 You have understood, acknowledged and accepted the following DISCLAIMER:

1.9.1 The risk of loss in trading or holding Digital assets can be substantial. You should therefore carefully consider whether trading or holding Digital Assets is suitable for you in light of your financial condition. In considering whether to trade or hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero.

1.9.2 You acknowledge that KOLO is not responsible for safeguarding or holding your Digital Assets, or any private keys or other security information to access your Digital Assets and that KOLO is not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Assets private keys or other security information outside its control.

KOLO ensures the completion of all Orders that are duly done by the Client. Title to Digital Assets the Client holds within his account remains with the Client at all times and doesn't transfer to KOLO. None of the Digital Assets in the Clients account is property of KOLO, are loaned to KOLO, or are subject to the claims of KOLO's creditors, and KOLO does not represent or treat Digital Assets in the Client's account as property of KOLO.

KOLO guarantees the safety of the Client's Digital Assets that are held in the Client's Account at KOLO and cannot dispose of the Client's Digital Assets without the direct instructions of the Client. KOLO does not ask or keep the Client's private key to the Digital Assets wallet and can not perform any actions with the Client's Digital Assets that are held in the Client's Account at KOLO without the direct instruction of the Client.

1.9.3 Every purchase and sale of Digital Assets is effected on and confirmed by the respective network of that Digital Assets. The confirmation takes a period of time (usually less than one hour, but possibly one day or more). An Order is not complete until it is

confirmed. Digital Assets associated with Orders that are in a pending state will be designated accordingly.

## 2. Eligibility. Account.

2.1. To use most of our services, you need to create an account with us. Your account may hold Digital Assets. To use any of our services, or to create an account, you must meet at least the following conditions:

- if you are an individual, be old enough to legally form a binding contract in your jurisdiction (18 years old or above, but it may be different where you live),
- if you are an entity, be duly organized and validly existing under the applicable laws of the jurisdiction of your organization,
- have a current and valid email address, mobile phone number, and street address,
- have full power and authority to enter into these Terms without violating any other agreement you have made,
- not have been restricted from using our services,
- if you are an individual, not be located in, under the control of, or resident in—or, if you are an entity, not be directly or indirectly owned or controlled by any person located in, under the control of, or organized or resident in—any sanctioned or embargoed jurisdiction (including Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russia, and Syria), or any jurisdiction where we may have restricted use of any services, and
- if you are an individual, not be listed on—or, if you are an entity, not listed on or be directly or indirectly owned or controlled by any person listed on—the Office of Foreign Assets Control of the U.S. Department of Treasury’s Specially Designated Nationals and Blocked Persons List (“SDN”), the U.S. Department of Commerce’s Denied Persons List, Consolidated Non-SDN Lists available [here](#), the United Nations (UN) Security Council Consolidated List available [here](#), or regional or foreign government watchlists.

2.2. In addition, you may be required to comply with additional requirements to open an account or use the services in the jurisdiction in which you are located. We'll use reasonable efforts to notify you of such additional requirements, but your ability to open an account and use the services is subject to those additional requirements whether notice has been provided or not. By making an account or using the services, you represent and warrant that you meet all of the Conditions. If you stop meeting the Conditions, you must immediately notify us and stop using your account and the services. We may require proof that you meet the Conditions. Even if you meet the Conditions, we may, in our sole discretion, determine that you're not eligible to have an account or use the services.

2.3. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, to confirm the above eligibility requirements, to protect you or us against fraud or other financial crime, and as we determine may be necessary to facilitate compliance with these Terms and applicable laws. You understand and agree that we may take action we reasonably deem necessary based on the results of

such inquiries, that we have no obligation to inform you of the results of any inquiry and that you expressly waive any obligation we (or are affiliates) may have to take, or advise you of, any possible remedial measures. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

#### 2.4. Your Activities.

You agree to, and represent and warrant that you will:

- not use your account for the benefit of any person other than you,
- not share your account or password with anyone else,
- maintain the security of your account, including by using a strong password for your account that you don't use anywhere else,
- notify us immediately if you discover or suspect any security breaches related to your account,
- take responsibility for all activities that occur under your account, and accept all risks of any authorized or unauthorized access to your account, to the maximum extent permitted under applicable law, and
- provide accurate, complete, truthful, and updated information (including email address, mobile phone number, and street address) at all times when using any account or service.

2.5. We may, in our discretion, determine that it's necessary or appropriate to temporarily suspend or even terminate your account.

2.6. You are solely responsible for all acts and omissions that occur under your account, and you will be deemed to have made all actions taken using your account.

### 3. Services provided to you

3.1 Once you have completed the registration process (as set out at clause 4 below), KOLO will provide the Services to you.

3.2 When using the Services, you are buying Digital Assets from, or selling Digital Assets to, KOLO directly. KOLO does not act as an intermediary or marketplace between other buyers and sellers of Digital Assets.

3.3 KOLO will send / deliver Digital Assets to the Wallet address indicated at the time of the Order subject to the conditions of this Agreement;

3.4 At no point during the purchase or sale, will KOLO be in possession or in control of the Client's Digital Assets. KOLO guarantees the safety of the Client's Digital Assets that are held in the Client's Account at KOLO and cannot dispose of the Client's Digital Assets without the direct instructions of the Client. KOLO is not responsible for safeguarding or holding your Digital Assets, or any private keys or other security information to access your Digital Assets and that KOLO is not responsible for any loss of Digital Assets resulting from

theft, loss, or mishandling of Digital Assets private keys or other security information outside its control.

3.5 Orders through KOLO are executed individually, one by one.

3.7 KOLO DOES NOT facilitate or provide trading or investment or brokerage accounts or facilities, nor does KOLO provide investment or any other financial advice.

## 4. Customer registration process

4.1 To use the KOLO Services, you will need to register for an Account by providing your name, email address and accepting the terms of this Agreement. By using KOLO Services, you agree and represent that you will use the KOLO Services only for yourself, and not on behalf of any third party. Upon successful completion of the registration process, KOLO will establish your Account. You are fully responsible for all activity that occurs under your KOLO Account. We may, in our sole discretion, refuse to open a KOLO Account for you, or terminate any Account, and are not required to provide you with the reasons for taking any such action.

As part of the registration process, you must provide KOLO with the information that is requested as part of the Account opening process to identify and verify your identity and for the detection of anti-money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to start using the KOLO Services.

4.2 The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with the data protection provisions of this Agreement, as set out at clause 13.

4.3 You authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our enquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further KOLO Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.4 Failure to provide any information that KOLO reasonably requests from you pursuant to applicable money laundering laws and regulations after you have become a Customer shall

be grounds for the suspension of the provision of Services to you (including access to your Account) and/or the termination of this Agreement. The nature and extent of the information you are required to provide may differ, for example, based on the Services provided to you under this Agreement and/or the means of payment you use.

4.5 Where you are referred to us by our Partners via Partner Sites, you will still be required to register for an Account with KOLO and this Agreement will apply in full irrespective of any other terms you sign up to with our Partners.

## 5. Transactions limits and enhanced due diligence

5.1 The use of all KOLO Services is subject to a limit on the volume, stated in USD or other fiat currency you may transact or transfer in a given period (e.g. daily). To view your limits, login to your KOLO Account. Your transaction limits may vary depending on your payment method, verification steps you have completed and other factors. We reserve the right to change applicable limits as we deem necessary and where possible will provide advance notice to you, although in some cases this will not be possible and you will be informed after any changes to the applicable limits have taken place. If you wish to raise your limits beyond the posted amounts, you may submit a request at [support@\\_](mailto:support@_).

5.2 We may require you to submit additional information about yourself and provide additional records, if you wish to raise your limits ("Enhanced Due Diligence"). In our discretion, we may refuse to raise your limits, or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

## 6. Digital Assets orders

6.1 You will be able to purchase and sell (or swap) Digital Assets (if in a supported region) from and to us, through our Site and through Partner Sites subject to the applicable fees and limits displayed during the purchase and sale flow. The price, exchange rate and amount of the Digital Assets that you wish to purchase or sell will be confirmed at the time that you place an Order with us.

6.2 Acceptance by us of an Order does not guarantee that you will receive the corresponding amount of Digital Assets or fiat currency. The Digital Assets Order is conditional upon actual receipt by us of the funds from your credit or debit card (or in the case of a swap, the applicable Digital Assets), as well as payment of any applicable fees.

6.3 Subject to clause 6.2 and the Order being honored by the Customer's bank, card provider or other relevant party, Digital Assets purchases and swaps shall be credited to any Digital Assets Wallet, as provided by you at the time of the Order, as soon as possible once the Digital Assets purchase has been confirmed by the Digital Assets network. Once submitted to a Digital Assets network, a Digital Assets purchase will be unconfirmed for a period of time pending sufficient confirmation of the Order by the Digital Assets network. Digital Assets Orders that are in a pending state will not be credited to the Wallet.

6.4 Subject to clauses 6.2 and 8, Digital Assets sales shall be debited to any Digital Assets Wallet, as provided by you at the time of the Order, as soon as possible once the Digital Assets sale has been confirmed by the Digital Assets network. Once submitted to a Digital Assets network, a Digital Assets sale will be unconfirmed for a period of time pending sufficient confirmation of the Order by the Digital Assets network. Digital Assets Orders that are in a pending state will not be debited to the Wallet. Once the Digital Assets sale is confirmed, fiat funds will be credited to the Customer's bank, card provider or other relevant party.

6.5 KOLO may use a third-party payment processor to process any fiat payment between you and KOLO.

6.6 Recurring Transactions. If you set up a recurring purchase or sale of Digital Assets (a "Future Transaction"), you authorize us to initiate recurring electronic payments in accordance with your selected Digital Assets Order. Your Future Transactions will occur in identical, periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or KOLO cancels the Future Transaction. This authorization will remain in full force and effect until you change your Future Transaction settings or until you provide us with a written notice via [support@kolo.in](mailto:support@kolo.in).

6.7 Please note that as part of accessing our Services, you may be required to sign up to separate and independent terms when using the Partner Sites and with any third-party payment processor.

## 7. Digital Assets storage

7.1 Digital Assets, held within your account are assets held in custody by us for you. Title to Digital Assets you hold within your account remains with you at all times and doesn't transfer to us, except as provided herein. None of the Digital Assets in your account or any other customer account are our property, are loaned to us, or are subject to the claims of our creditors, and we don't represent or treat Digital Assets in your account, or in any other customer's account, as our property.

7.2 However, a court may disagree with our treatment of your Digital Assets and subject them to claims of our creditors. We can't grant a security interest in the Digital Assets held in your account (but we don't represent or warrant that any Digital Asset is free or clear of any security interest or other lien or encumbrance). Except as required by a facially valid court order, or as set forth in these Terms, we won't sell, transfer, loan, hypothecate, or otherwise alienate any Digital Assets in your account unless you instruct us to.

7.3 You own and control the Digital Assets in your account. Subject to these Terms, any outages or downtime, a court order, other applicable policies or as otherwise provided herein, you may withdraw your Digital Assets from your account as described in these Terms. In order to more securely and effectively custody Digital Assets, we may use shared blockchain addresses, that we control, to hold Digital Assets on your behalf and to hold on our behalf. We maintain separate ledgers for your account and our accounts.

7.4 We may hold Digital Assets in your account in a variety of different ways, including across multiple blockchain protocols or side chains. In connection with holding your Digital



Assets, we may transfer such Digital Assets off of the primary blockchain protocol and hold such Digital Assets on shared blockchain addresses we control or on alternative blockchain protocols in forms compatible with such protocols.

7.5 You agree that all forms of the same Digital Asset that are held and made available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such Digital Asset is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

7.6 When using the Services, you will be asked to provide us with the address for your Wallet by either:

1. providing a QR code which represents your Wallet address;
2. manually typing your Wallet address;
3. using a Wallet address automatically provided by a KOLO partner; or
4. creating your KOLO Wallet.

7.7 It is your responsibility to provide us with a true, accurate and complete Wallet address when carrying out an Order. It is therefore important that the Wallet address that you provide for an Order is correct. You understand and agree that KOLO accepts no liability for you providing an incorrect or inaccurate Wallet address as part of an Order. By providing a Wallet address to us, you confirm that this is the Wallet address that should be used for the relevant Order and we will not, and have no responsibility to, check whether you have provided a correct and accurate Wallet address for the Order.

7.8 You acknowledge and agree, without prejudice to any other terms in this Agreement, that you bear all of the risk of any loss of access to your Wallet(s) and any Digital Assets contained in your Wallet(s). KOLO does not control and is not responsible for the Digital Assets in your Wallet(s). You are solely responsible for any Digital Assets transferred to or from your Wallet(s) and we make no, and hereby disclaim all, representations, warranties, claims and assurances as to any such transactions. If you lose your keys to your Wallet(s), you may lose access to your Wallet(s) and any Digital Assets contained in your Wallet(s). KOLO is not liable for fluctuations in the fiat currency value of Digital Assets in your Wallet.

## 8. Transmission delays

8.1 KOLO will use good faith efforts to fulfill Orders at the time that you place such Order, including the applicable fee and costs. However, from time to time, it may be necessary for KOLO to delay fulfillment of an Order until such time as we are able to execute the Order. In such cases, we will notify you prior to the completion of your Order both:

8.1.1 the amount of Digital Assets you will receive; and

8.1.2 the price at the time (including associated fees and costs).

8.2 KOLO does not have any control over transaction times for the Digital Assets Network and there may be instances where transaction times may take longer than usual. As such,

you accept the risk that an Order facilitated by KOLO may be delayed and you confirm that you will not hold KOLO responsible for any losses, damages or injury arising out of or related to such delay.

## 9. Cancellations and refunds

9.1 Once you have placed an Order has been made it cannot be canceled or recalled.

9.2 All Orders are final and cannot be refunded.

9.3 Once an Order has been sent to the Digital Assets Wallet it cannot be recalled or retrieved under any circumstances.

9.4 You hereby agree that upon delivery, you will not be entitled to any credit or refund and all purchases, sales, and swaps of Digital Assets are final. KOLO 's obligation towards you will be absolutely discharged upon delivery of the Digital Assets to your Wallet or fiat funds to your bank account and you shall have no claim or right against KOLO upon such delivery.

9.5 Please also note that Digital Assets transactions are irreversible. It is your sole responsibility to be vigilant of any fraud or mistake and to keep your private key safe. KOLO will not take responsibility to issue refunds, regardless of whether you were the victim of fraud, mistake or loss of private key.

9.6 If an order for a swap fails for any reason, including if we have to requote a swap quote to you because of price volatility and you reject the requote, then there will be an automatic refund to you, minus any applicable network fees.

## 10. Suspension, termination and cancellation

10.1 KOLO may: (a) refuse to complete, or block or cancel you have authorised, (b) suspend, restrict, or terminate your access to any or all of the KOLO Services, and/or (c) deactivate or cancel your KOLO Account with immediate effect for any reason, including but not limited to where:

10.1.1 we reasonably believe that we need to do so in order to protect our reputation;

10.1.2 we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction;

10.1.3 we reasonably suspect you of acting in breach of this Agreement;

10.1.4 we have concerns that a transaction is erroneous or about the security of your KOLO Account or we suspect the KOLO Services are being used in a fraudulent or unauthorised manner;

10.1.5 we suspect money laundering, terrorist financing, fraud, or any other financial crime;

10.1.6 use of your KOLO Account is subject to any pending litigation, investigation, or government proceeding and / or we perceive a heightened risk of legal or regulatory non-compliance associated with your KOLO Account activity; and / or

10.1.7 you take any action that may circumvent our controls such as opening multiple KOLO Accounts or abusing promotions which we may offer from time to time.

10.1.8 you fail to provide on request such documentation as KOLO (or any third party whose services we use in providing the Services to you under this Agreement) reasonably requires in order to comply with its obligations under applicable money laundering laws and regulations or otherwise to ensure the verification of your identity and/or funding sources to KOLO satisfaction.

10.1.9 any Digital Assets Order is significantly larger in size;

10.1.10 KOLO reasonably believes that it is necessary or desirable to do so in order to protect the security of the Account, including circumstances where any Account details may have been lost or stolen.

10.2 In the case of any such suspension, KOLO shall make reasonable efforts to inform you about the withholding or suspension, provided that such disclosure:

10.2.1 is not in breach of any applicable law or regulation and does not contravene the instruction of any competent authority or regulator; and

10.2.2 would not compromise KOLO's reasonable security measures.

10.3 KOLO shall not be liable to you for any losses you may suffer as a result of any reasonable action it takes to suspend the Account or withhold settlement of a Digital Assets Order in accordance with this clause 10.

Where the reasons for KOLO's actions under this clause 10 cease to exist, KOLO may, at its discretion, either reinstate access to the Account and the Services and/or issue the Customer with new Account details and reserves the right to ask you to re-complete the Account opening procedures as outlined in this Agreement and to resolve any open issues with your Account before a restriction can be removed.

Notwithstanding the above, we may suspend, restrict, or terminate your access to any or all of the KOLO Services and/or deactivate or cancel your KOLO Account, without reason by giving you one months' notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your KOLO Account, may be based on confidential criteria that are essential for the purposes of our risk management and security protocols. You agree that we are under no obligation to disclose the details of its risk management and security procedures to you.

10.4 You will also be able to cancel your KOLO Account, at any time and free of charge, and will only be required to pay for those Services used that are subject to charges. If any Order is in a pending status at the time your KOLO Account is cancelled or suspended, such Order will be completed before cancellation is effected. You may not cancel your KOLO Account to evade an investigation or avoid paying any amounts otherwise due to KOLO.

10.5 In the event that you or we terminate this Agreement or your access to the Services, or deactivate or cancel your KOLO Account, you will remain liable for all amounts due under this Agreement prior to this, including all fees and charges.

## 11. Fees

11.1 All fees payable under this Agreement are displayed prior to the purchase or sale of Digital Assets by using the Services, and shall be paid in the applicable fiat currency. Please note, our fees are made clear to you at the point of sale, and on this point, you will be asked to confirm that you are clear about the fee and that in proceeding you agree to the fee before KOLO executing the Order.

11.2 The base fee for exchange Orders (acquire/sell/swap of Digital Assets) is 1% of the Order amount + transactional expenses that may vary depending on the corresponding banking/network fees. Each Order will contain all the information concerning the KOLO fee and transactional expenses and will be displayed to the Client prior to acceptance of the Order by the Client.

11.3 The base fee for Digital Assets storage is 0% (no fees for the Client for depositary services of Digital Assets).

11.4 KOLO reserves the right to pursue any financial losses suffered due to you filing a chargeback procedure with your bank. These can include administration fees levied by the card acquirer and card schemes as well as the monetary value of the Digital Assets.

## 12. Taxes

You are responsible for determining whether, and to what extent, any taxes apply to any transactions associated with these Services, You must withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.

## 13. Data protection law

We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. Please read our privacy policy to understand how we use and protect the information you provide us (a copy of our privacy policy can be accessed here: [\\_](#)). Hardline Holding Limited keeps all personal information and records for six years and maintains all necessary and sufficient records in relation to each service provided to the Client. All personal data and records are kept in accordance with the AIFC COB rules.

## 14. Liability

14.1 Neither KOLO, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect result of the provision by KOLO of its Services, save that nothing in this Agreement shall exclude or restrict any liability of KOLO resulting from:

14.1.1 death or personal injury;

14.1.2 for fraud, fraudulent misrepresentation or fraudulent misstatement; and/or

14.1.3 any statutory liability not capable of limitation.

14.2 KOLO shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, loss of Digital Assets, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by KOLO's negligence and/or breach of contract and even if such loss was reasonably foreseeable or KOLO had been advised of the possibility of you incurring the same.

14.3 KOLO disclaims all liability associated with the use of Digital Assets, including:

14.3.1 unknown inherent technical defects;

14.3.2 regulatory or legislative changes; and

14.3.3 currency fluctuation.

14.4 KOLO shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. It is your responsibility to use a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from KOLO.

14.5 You indemnify and hold us, our subsidiaries, members, directors, partners, officers, employees, contractors and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with the Services, any content on the Services shared by you or other users, any third party websites or resources found through the services, any users of the services, or any breach of this Agreement, applicable laws or any law or regulation in any jurisdiction.

14.6 Except for the express statements set forth in this Agreement, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to you use and access of the KOLO Services and Site.

## 15. Warranties and representations

15.1 By agreeing to this Agreement, you represent, warrant and undertake to us that:

15.1.1 you have full power and authority to enter into this Agreement;

15.1.2 you understand and acknowledge that we do not warrant that any of the Services available through our API are suitable or appropriate for your needs and that you must take your own independent legal and other advice on such Services;

15.1.3 you are entering into this Agreement as principal and not on behalf of any third party;

15.1.4 you will not violate any applicable laws by entering into this Agreement or receiving the Services provided under it;

15.1.5 you will not provide false, misleading or inaccurate information;

15.1.6 you will not facilitate any viruses, malware, worms, trojan horses or some other computer programming routines that may damage, corrupt, disrupt, misuse or gain unauthorized access to any data, system information or KOLO services;

15.1.7 funds or Digital Assets transferred to the Wallet or any sub-Wallet have been acquired lawfully;

15.1.8 you will not use an anonymizing proxy; use any, other automatic devices, spider or manual process to copy or monitor our websites without our prior written permission;

15.1.9 you will not harass and/or threaten our employees, agents, or other users;

15.1.10 you understand and acknowledge that while we make reasonable endeavours to ensure the accuracy of the information that we provide, and which in turn, is provided to you, neither we nor any of our directors, employees or agents make any representation or warranty, express or implied, as to the accuracy or completeness of such information;

15.1.11 any information provided by you to KOLO under this Agreement is true, complete, accurate, up to date and not misleading; and

15.1.12 you shall provide all assistance reasonably requested by KOLO to enable KOLO to comply with its obligations under this Agreement.

15.2 The KOLO Services are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the KOLO Services. Specifically, we do not give any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any promises that access to the Site, any of the KOLO Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.

15.3 KOLO makes no representation or warranty that the Services are applicable or appropriate for use by Customers in all jurisdictions and it is your responsibility to ensure compliance with the laws of any relevant jurisdiction of your residence.

## 16. Stored card details

16.1 We are legally obligated to secure your consent to allow us to store your card details for future use and cannot process your payment before you agree to such storing. By accepting this Agreement, you hereby give us permission to do so.

16.2 Your card will remain stored against your Account for transactional purposes, unless you decide to remove it, or until the card expires. For legal purposes, we will continue to store records of your transactions in accordance with our Privacy Policy.

16.3 We need to do this so that you will be able to deposit and withdraw more easily in future and it also helps us to prevent and detect any fraudulent activity.

16.4 Stored details are primarily used so that you don't have to re-enter all your details for every transaction you make. In your Account you will see the last 4 digits of the card number, and this forms the reference for you to reference the correct card you wish to use.

16.5 We also compare stored details in our fraud screening systems, to prevent your details being used on any other Accounts and safeguard your data.

16.6 As per our policy, if you don't agree to us storing your payment card details, we won't be able to process your deposit from the card used.

16.7 Changes in the permitted use will require your agreement, we will notify you if this occurs.

## 17. Right of withdrawal

17.1 You have 14 (fourteen) calendar days to exercise your right of withdrawal from this Agreement, without having to justify any reason or pay any penalty. This withdrawal period begins on the day after the date that your application is accepted by us.

17.2 We will not normally provide the Services during the withdrawal period. Any Services or Orders which are fully performed before a withdrawal cannot be reversed.

17.3 You must notify your withdrawal request to us within the allotted period by email to support@\_.

17.4 If you exercise your right of withdrawal, this Agreement will be terminated at no cost to you.

## 18. Term

18.1 This Agreement will commence in the manner set out in clause 1 and will continue unless either party notifies the other of termination, in writing, in accordance with this Agreement.

18.2 This Agreement can be terminated immediately by the Customer providing written notice to KOLO.

18.3 This Agreement can be terminated by KOLO in accordance with all the provisions of this Agreement.

18. KOLO will retain the copy of the client agreement (consent of the Customer by creating the account) for a period of six years from the date on which the relationship with the Customer has terminated.

## 19. Security

19.1 You will be provided with security details from us which will be needed in order for you to access your Account with us. You must keep all such security details (including usernames and passwords) private and not share such details with any third party.

19.2 You must monitor your Account and read all messages that have been sent to you. If you suspect that any feature of your Account (for example login details, password or other security feature) has been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you must contact us immediately notifying us of such action and you agree to change your password immediately if necessary.

19.3 We will never ask you to share your password with us or to any third party and you must never disclose this to anybody or allow someone to watch you when you are accessing your Account. It is advised that in order to keep your Account safe, you change your password regularly as this will minimise the risk of your Account being compromised.

19.4 You must also ensure that your registered email account(s) are secure and can only be accessed by you, as your email address may be used in the process of resetting passwords or we may send communications to your email account regarding the security of your Account with us. In case any of the email addresses registered with your Account are compromised, you should, immediately contact us and also contact your email service provider, once you have been made aware of this.

## 20. Force majeure

Except as set out otherwise, neither party will be liable for any loss caused directly or indirectly from circumstances not within its control, including but not limited to acts of God, government restrictions, exchange or market rulings, actions affecting securities, clearing or commodity exchanges including suspensions of trading or extensions of trading hours, dealing cut-off times and holidays, acts of civil or military authority, national emergencies, natural disasters, wars, riots or acts of terrorism, industrial disputes, acts or regulations of any governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.

## 21. Notices

21.1 All notices and communications pursuant or in connection with this Agreement:

21.1.1 Must be in English, in writing and legible (you confirm by signing this Agreement that you possess proper knowledge and understanding of the English language);

21.1.2 Must be delivered and/or sent to us to the following:

- 2 n.r., 16 Dostyk Street, Yesil District, Astana city
- Email: [k.derbyshev@acquis.law](mailto:k.derbyshev@acquis.law)



or at another address as we may from time to time notify you; and

21.1.3 Will be delivered or sent to you at the postal address or email address that you have notified or provided to us in connection with this Agreement.

21.2 Any notice or other communication sent by post will be sent by pre-paid first-class post or by pre-paid airmail.

21.3 The parties acknowledge that any notice or other communication will be deemed to be given as follows:

21.3.1 If delivered, at the time and on the date of delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;

21.3.2 If sent by email, at the time and on the date of transmission if transmitted during normal office hours (09:00-17:30) on a Business Day (local time at the place of receipt) and, in any other case, at the start of the Business Day following the date of transmission.

21.4 This clause will not apply to the service of any proceedings or other documents in any legal action by the parties. KOLO will not accept service of proceedings or any legal action by way of email by you or any third party.

21.5 We may (where allowed to do so by law) communicate with you by posting information in your Account or on the Site, in which case the information will be treated as received by you when it is posted by us.

21.6 Complaints and general queries If you have any feedback or questions contact us via our Customer support email address at support@kolo.in. Please provide your name, address, and any other information we may need to identify you, your Account, and the Order on which you have feedback or questions.

21.7 For any complaint relating to the Services, you are advised to contact support@\_. Should we receive a complaint from you, we will immediately carry out an independent investigation of your complaint and will provide you with a written response. We will aim to respond to you within thirty (30) days of receipt of your written complaint with our final response.

21.8 Customers and individuals who are aggrieved about the services or products offered by Hardline Holding Limited or their staff may complain to the Astana Financial Services Authority ("AFSA"), the financial regulator of the Astana International Financial Centre.

To lodge a complaint to the AFSA contact:

- ✓ +7(7172) 64 72 60;
- ✓ [fintechlab@afsa.kz](mailto:fintechlab@afsa.kz); or
- ✓ AFSA Office, Mangilik El 55/17, pavilion C3.2.

## 22. General

22.1 You must comply with all applicable laws, regulations, licensing requirements and third-party rights (including, without limitation, data privacy laws) in your use of the KOLO Services.

22.2 We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of KOLO and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

22.3 "KOLO", \_ and all logos related to the KOLO Services or displayed on the Site are trademarks or registered marks of KOLO or its licensors. You may not copy, imitate or use them without our prior written consent or any third party's copyright, trade secret, patent or other intellectual property rights, or rights of publicity or privacy.

22.4 Your use of the KOLO Services and the Site is subject to international export controls and economic sanctions requirements. By storing, sending, buying, selling, Digital Assets through the Site or KOLO Services, you agree that you will comply with those requirements. You are not permitted to acquire Digital Assets or use any of the KOLO Services through the Site if:

22.4.1 you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or any other country subject to United States embargo, UN sanctions, the European Union or HM Treasury's financial sanctions regimes (each a "Sanctioned Country"), or if you are a person on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or the EU or HM Treasury's financial sanctions regime (a "Sanctioned Person"); or

22.4.2 you intend to supply any acquired or stored Digital Assets or KOLO Services to a Sanctioned Country (or a national or resident of a Sanctioned Country) or Sanctioned Person.

22.5 We will notify you of any change to this Agreement on your first use of the KOLO Services after any amendment. You will be deemed to have accepted the change if you continue to use the KOLO Services. If you do not accept the change you should let us know, and the Agreement will terminate.

22.6 We may make all other amendments to the Agreement by posting the revised Agreement on the Site or by emailing it to you, indicating when the revised Agreement becomes effective. Although we will endeavour to provide you with advance notice where possible, where lawful we may indicate that the revised Agreement shall be effective immediately and if you do not agree with any such modification, you should close your KOLO Account and cease using the KOLO Services.

22.7 Copies of the most up-to-date version of the Agreement will be made available in the Site at all times and will be provided to you by email on your request.

22.8 Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, either you or KOLO to be treated as partners or joint ventures, or either you or KOLO to be treated as the agent of the other.

22.9 If you receive information about another user through the KOLO Services, you must keep the information confidential and only use it in connection with the KOLO Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to carry out a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the user's express consent to do so. You may not send unsolicited communications to another user through KOLO.

22.10 You are responsible for keeping your email address and telephone number up to date in your KOLO Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breaches).

22.11 This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between you and KOLO as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and KOLO.

22.12 Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

22.13 This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time to any persons, including but not limited as part of a merger, acquisition or other corporate reorganisation involving KOLO, provided that this transfer or assignment does not materially impact the quality of the KOLO Services you receive. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

22.14 If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.

22.15 We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

22.16 This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.

22.17 In the event that KOLO is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.

22.18 Unless otherwise stated, nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

22.19 All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the Sections relating to suspension or termination, KOLO Account cancellation, debts owed to KOLO, general use of the Site, disputes with KOLO, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.

22.20 This Agreement will be governed by, and construed in accordance with, the laws of AIFC and, subject to any overriding legal requirements, the parties irrevocably submit to the exclusive jurisdiction of the AIFC Court and its legal jurisdiction. This Agreement and any information or notifications that you or we are to provide should be in English.