

Agreement	协议
on the provision of a service for opening a personal account (wallet) with the subsequent issue of a bill of exchange secured by digital assets stored in the wallet	提供开立个人帐户（钱包）的服务，并随后发出由储存在钱包内的数码资产担保的汇票

Section 1. User Agreement of the Personal Account (Wallet)

This Agreement (hereinafter referred to as the “Agreement” or the “Contract” — these terms are equivalent) governs your use of the Wallet (hereinafter — the “Wallet,” Personal Account, “Crypto Wallet”). The Wallet is an independent service that provides storage, transfer, and exchange of virtual digital assets. It allows the user to open a personal wallet, place Personal Collateral Funds (PCF), store virtual assets, perform transactions, and participate in additional services (hereinafter — the Services), such as the sale of digital assets on the open market directly by the Client or by third parties on behalf of the Client.

1. General Provisions

By using the Wallet, you agree to the terms of this Agreement. The Wallet provides its services independently and is not part of any third-party platforms.

第一章. 个人账户（钱包）用户协议

本协议（以下称为“协议”或“合同”，两者含义相同）规范您对钱包的使用（以下简称“钱包”、个人账户、“加密钱包”）。钱包是一项独立的服务，提供虚拟数字资产的存储、转账和交换。它允许用户开设个人钱包，存放个人担保资金（PCF），存储虚拟资产，执行交易，并参与额外的服务（以下简称“服务”，例如由客户本人或客户委托的第三方在公开市场上出售数字资产。

1. 总则

使用钱包即表示您同意本协议的条款。钱包独立提供服务，并不属于任何第三

Opening a Wallet is available only to adult and legally capable users.

Welcome to the Client Wallet service provided by the Credit Agent. This User Agreement (hereinafter referred to as "Agreement") governs your use of the Crypto Wallet application, which enables the exchange of Supported Virtual Assets and Tradeable Assets; allows you to make deposits, withdraw funds, transfer funds, and store Supported Virtual Assets, as well as access services for issuing a transferable bill of exchange and liquidating PSF (hereinafter referred to as "Service" or "Services").

1. Introduction

1.1. Services are provided to you, the "User" or "Client," by the provider of Crypto Wallet services.

1.2. The Credit Agent provides its Services independently and is not a subsidiary company or affiliated entity.

1.3. By accessing the Wallet and using it, you agree to comply with the terms of this Agreement, as well as any additional policies, including the Privacy Policy and conditions mentioned in this document, as well as the terms of any campaigns or additional Services that the Credit Agent may occasionally offer you, even if they are not explicitly mentioned

方平台。钱包的开立仅对已成年且具有完全民事行为能力的用户开放。

欢迎使用由信贷代理人提供的客户钱包服务。本用户协议（以下简称“协议”）规范您使用Crypto Wallet应用程序，该应用支持兑换受支持的虚拟资产和可交易资产；允许您进行存款、取款、转账和存储受支持的虚拟资产，并提供发行可转让汇票和清算PSF的服务（以下简称“服务”或“服务”）。

1. 引言

1.1. 服务由您作为“用户”或“客户”，向Crypto Wallet服务提供商提供。

1.2. 信贷代理人独立提供其服务，不是子公司或关联实体。

1.3. 访问钱包并使用它，您同意遵守本协议的条款，以及任何其他政策，包括隐私政策和本文档中提及的条件，以及信贷代理人可能不时向您提供的任何活动或附加服务的条件，即使未在此明确提及。如果您不同意本协议的任何部分，或其条款与您居住地或国籍适用的法

here. If you do not agree with any part of this Agreement or if its terms contradict the laws applicable in your country of residence or citizenship, you should not use the Wallet and must cease using the Services.

1.4. We may update this Agreement from time to time. The updated Agreement takes effect from the moment it is published on the website cyberpay.cloud, unless otherwise specified. Continuing to use the Services after such updates will be deemed acceptance of the terms of the Agreement.

2. Disclosure of Risks

2.1. Currently, the Services are not subject to supervision by any regulatory body. When using the Services, you will not have access to protection typically available to consumers of regulated financial or similar services, such as the right to file a complaint with a financial ombudsman or similar bodies, or the right to rely on any state compensation schemes. You bear sole responsibility for assessing the appropriateness and risks associated with the Services.

2.2. Transactions involving virtual assets are inherently risky and may result in significant financial losses. You should only invest amounts you can afford to lose and, if necessary, seek independent financial and legal advice.

律相冲突，您不应使用钱包，并应停止使用服务。

1.4. 我们可能会不时更新本协议。更新后的协议自发布于cyberpay.cloud网站之日起生效，除非另有说明。继续使用服务后将被视为接受协议条款。

2. 风险披露

2.1. 目前，服务不受任何监管机构的监管。使用服务时，您将无法获得通常适用于受监管金融或类似服务的消费者保护，例如向金融调解员或类似机构投诉的权利，或依赖任何国家补偿计划的权利。您对评估服务的适当性和相关风险负有唯一责任。

2.2. 虚拟资产交易具有固有风险，可能导致重大财务损失。您只应投资您能承受损失的资金，并在必要时寻求独立的财务和法律咨询。确保您了解相关风险

Ensure that you understand the associated risks and check whether you are allowed to use the Wallet according to your jurisdiction.

2.3. The Wallet disclaims any liability for significant price volatility, devaluation, delisting, forks, airdrops, or other risks associated with virtual asset operations.

3. Account Registration and Compliance Requirements

3.1. Before accessing the Services and registering your Account, you declare and warrant that:

- a. You are at least 18 years old or have reached the age of majority in your jurisdiction of residence;
- b. You are a legally competent individual and have sufficient authority to enter into this Agreement;
- c. You agree to provide the Credit Agent with your own data (including personal data) and will not attempt to impersonate another User or conceal your identity from the Credit Agent;
- d. You confirm that you lawfully own the Virtual Assets used for the Services and all of them were obtained from legal sources;
- e. You undertake to provide accurate and truthful information without any intention to mislead or commit fraud;
- f. Your Account has not been previously suspended or you have not been removed from our list of Users;
- g. You are not prohibited from using

, 并检查您是否被允许根据您的司法管辖区使用钱包。

2.3. 钱包对虚拟资产操作相关的重大价格波动、贬值、除牌、分叉、空投或其他风险不承担任何责任。

3. 账户注册和合规要求

3.1. 在访问服务并注册您的账户之前，您声明并保证：

- a. 您已满18岁或达到您居住地的法定成年年龄；
- b. 您是具有完全行为能力的自然人，并有权签订本协议；
- c. 您同意向信贷代理人提供您的个人信息（包括个人数据），不会试图冒充其他用户或隐瞒您的身份；
- d. 您确认您合法拥有用于服务的虚拟资产，且所有资产均来自合法来源；
- e. 您承诺提供准确、真实的信息，无任何误导或欺诈意图；
- f. 您的账户此前未被暂停，或您未被从我们的用户名单中删除；
- g. 您未因任何司法管辖区的当局命令而被禁止使用我们的服务；
- h. 您不是政治敏感人物（PEP），即在

our Services based on directives from authorities in any jurisdiction;

h. You are not a politically exposed person (PEP), i.e., a person holding a "prominent public function" in your country, international organization, or body, or a close associated person or family member of a PEP;

i. You accept the risks associated with local restrictions on the use of digital currencies in your jurisdiction or due to local licensing requirements for the Credit Agent's activities.

本国、国际组织或机构中担任“重要公职”的人士，或与PEP有密切关系的人士或家庭成员；

i. 您接受在您的司法管辖区使用数字货币的本地限制或信贷代理人业务许可要求带来的风险。

3.2. To access and use our Services, you must register and create a Wallet Account ("Account") through our platform, which may be accessible via our Partners. The Account is personal, and you are solely responsible for all actions performed under your Account.

3.2. 要访问和使用我们的服务，您必须通过我们的平台注册并创建钱包账户（“账户”），该平台可通过我们的合作伙伴访问。账户是个人的，您对账户下所有操作负有唯一责任。

3.3. By registering an Account, you agree to provide us with the information we request for compliance with international and local anti-money laundering regulations and security requirements for our Services.

3.3. 注册账户时，您同意向我们提供所需信息，以符合国际和本地反洗钱法规及我们服务的安全要求。

3.4. You agree to promptly update any information you have provided to ensure its accuracy and completeness. Failure to do so may result in suspension of your Account.

3.4. 您同意及时更新您提供的任何信息，以确保其准确性和完整性。未能履行此义务可能导致您的账户被暂停。

3.5. Your Account may be restricted in terms of access rights or transaction limits based on:

3.5. 您的账户可能因以下原因受到访问权限或交易限额的限制：

a. Verification level and documentation

provided.

b. Internal risk assessments and compliance requirements.

a. 验证级别和提供的文件。

b. 内部风险评估和合规要求。

3.6. You can access your Account balance and transaction history at any time through the Wallet. We recommend regularly checking your Account information.

3.6. 您可以随时通过钱包访问您的账户余额和交易历史。建议您定期检查账户信息。

4. Rights and Obligations of the User (Client)

4. 用户（客户）的权利和义务

4.1. We grant you a limited, non-exclusive, irrevocable, non-transferable license, subject to the terms of this Agreement, to access and use the Wallet exclusively for accessing and using the Services in accordance with the Agreement.

4.1. 我们授予您有限的、非独占的、不可撤销的、不可转让的许可，根据本协议的条款，仅用于访问和使用钱包以获取服务。

4.2. You may request information about your transactions and use of the Services at any time; however, please note that certain information may not be disclosed due to legal restrictions, commercial confidentiality, or other legitimate reasons, including cases involving confirmed unauthorized access to your Account, when disclosure of such information could harm internal or external investigations.

4.2. 您可以在任何时候请求有关您的交易和使用服务的信息；然而，请注意，出于法律限制、商业保密或其他合法原因，某些信息可能不会披露，包括涉及确认未经授权访问您账户的情况，此时披露此类信息可能损害内部或外部调查。

4.3. If you encounter any issues related to the Services, you can contact support through the personal account on your Partner's website.

4.3. 如果您遇到与服务相关的问题，可以通过合作伙伴网站上的个人账户联系支持。

4.4. You have the right to submit a complaint, which will be reviewed fairly and transparently in accordance with the process outlined in Section 16 of this Agreement.

4.5. You must use the Services strictly in accordance with this Agreement and only for personal use. You may not sell, rent, or provide access to third parties, nor transfer or delegate your rights under the Account. Any attempt to do so may result in suspension or termination of your Account.

4.6. You are obligated to provide accurate, truthful, and up-to-date information for your Account and promptly provide any additional information or documentation that the Wallet may request to continue providing you with Services.

4.7. You are permitted to create and use only one Account: multiple accounts are prohibited.

4.8. You must not use any software, bots, or mechanisms designed to disrupt, damage, interfere with, deceive the system, or gain unfair advantage in the functionality of any computer software, equipment, or communication systems, nor engage in any fraudulent activity regarding the Wallet. Any attempts to manipulate the system for personal gain or interfere with the proper functioning of the Wallet will be considered a violation of the Agreement and may result in

4.4. 您有权提交投诉，将根据第16条所述程序公平透明地处理。

4.5. 您必须严格根据本协议仅将服务用于个人用途。您不得出售、出租或向第三方提供访问权限，也不得转让或委托账户权利。任何此类尝试都可能导致您的账户被暂停或终止。

4.6. 您有义务提供准确、真实和最新的账户信息，并及时提供信贷代理人可能要求的任何额外信息或文件，以继续为您提供服务。

4.7. 您只能创建和使用一个账户：多个账户被禁止。

4.8. 您不得使用任何软件、机器人或机制来破坏、损坏、干预、欺骗系统或获得不公平优势，或从事任何针对钱包的欺诈活动。任何试图操纵系统以谋取私利或干扰钱包正常功能的行为都将被视为违反协议，并可能导致您的账户或服务的访问被暂停、终止或限制。这可能包括无法提取虚拟资产。

suspension, termination, or restriction of access to your Account or Services. This may include the inability to withdraw Virtual Assets.

4.9. You are prohibited from using services such as Tor or VPN to mask or alter your real location when accessing or using the Wallet.

4.10. You are prohibited from copying, distributing, selling, or modifying content, or engaging in any form of unauthorized use, including reverse engineering or publication, without explicit permission in accordance with this Agreement.

4.11. You must ensure the security and protection of your Wallet and take all necessary measures to protect it from unauthorized access. This includes protecting your login credentials, enabling two-factor authentication (where technically possible, provided by the Credit Agent), and taking steps to prevent unauthorized use of your account.

5. Rights and Obligations of the Credit Agent

5.1. The Credit Agent must provide Services in accordance with the terms of this Agreement and applicable laws and regulations.

5.2. The Credit Agent reserves the right at any time and at its discretion to modify, suspend, or terminate the

4.9. 您不得使用Tor或VPN等服务来掩盖或更改访问或使用钱包时的真实位置。

4.10. 您不得复制、传播、销售或修改内容，或从事任何形式的未经授权使用，包括逆向工程或发布，除非根据本协议明确授权。

4.11. 您必须确保钱包的安全和保护，并采取一切必要措施防止未经授权的访问。这包括保护您的登录凭据，在技术上可行的情况下启用双因素认证（由信贷代理人提供），并自行保护您的账户，以防止未经授权的使用。

5. 信贷代理人的权利和义务

5.1. 信贷代理人必须根据本协议的条款和适用的法律和法规提供服务。

5.2. 信贷代理人保留随时并根据自己的判断修改、暂停或终止提供任何或全部

provision of any or all Services, including access to third-party services.

5.3. The Credit Agent has the right to establish and change limits and restrictions on the use of Services, including but not limited to transaction limits, deposit limits, and withdrawal limits.

5.4. The Credit Agent has the right to request additional information or documents from the User for identity verification, source of funds, purpose of funds, source of wealth, address confirmation, physical status of the Client, additional questionnaires, or to comply with any other requirements or internal policies of the Credit Agent.

5.5. The Credit Agent has the right to suspend, restrict, or terminate the User's access to Services in general or to any specific Service provided by the Credit Agent in case of violation of this Agreement, its anti-money laundering policies, or other policies of the Credit Agent, and freeze your PSF in case of the aforementioned, or confirmed suspicious activity, or upon request of law enforcement agencies. Additionally, the Credit Agent reserves the right to withhold the return of any deposit that fails money laundering checks if the deposit amount is insufficient to cover blockchain network fees required for its return.

5.6. The Credit Agent reserves the right to suspend, cancel (if technically

服务的权利，包括访问第三方服务。

5.3. 信贷代理人有权设定和更改服务使用的限制和限制，包括但不限于交易限额、存款限额和取款限额。

5.4. 信贷代理人有权要求用户提供额外信息或文件，以验证身份、资金来源、资金用途、财富来源、地址确认、客户身体状况、额外问卷，或遵守信贷代理人的任何其他要求或内部政策。

5.5. 信贷代理人有权在违反本协议、其反洗钱政策或其他政策的情况下，暂停、限制或终止用户对服务的访问，或冻结用户的PSF。此外，信贷代理人保留权利扣留任何未通过反洗钱检查的存款的退款，如果存款金额不足以支付区块链网络费用。

5.6. 信贷代理人有权在必要时暂停、取消（如果技术上可行）或注销任何交易

possible), or annul any transaction when necessary. Such actions may be taken in cases, among others, of suspected violations of this Agreement, its anti-money laundering policies, or other policies of the Credit Agent; confirmed suspicious or unauthorized activity; compliance with applicable legal obligations or requests from law enforcement agencies; or if there was a technical error in exchange rates. Users acknowledge that these measures are necessary for compliance with legal requirements and security, and agree to fully cooperate with the Credit Agent in any investigations or information requests. The Credit Agent is not liable for any losses arising from these actions. If you have grounds to believe that a transaction was suspended, canceled, or annulled without justification or without proper consideration of evidence, you may submit a complaint in accordance with the procedure outlined in Section 16.

5.7. The Credit Agent has the right to use and disclose User information in accordance with the Privacy Policy and applicable laws and regulations.

5.8. The Credit Agent reserves the right to delist or suspend support for any virtual asset at any time and without prior notice. In such a case, the Credit Agent may, at its discretion, exchange the affected Virtual Asset into USDT without additional consent from the User. The Credit Agent is not liable for any loss of assets, loss of expected

。此类行动可在涉嫌违反本协议、其反洗钱政策或其他政策的情况下采取；确认可疑或未经授权的活动；遵守适用的法律义务或执法机构的要求；或发生汇率错误。用户承认这些措施对于遵守法律要求和安全是必要的，并同意完全配合信贷代理人在任何调查或信息请求中。信贷代理人对由此产生的任何损失不承担责任。如果您有理由认为交易被无正当理由或未经充分考虑证据而暂停、取消或注销，您可以根据第16条所述程序提交投诉。

5.7. 信贷代理人有权根据隐私政策和适用的法律和法规使用和披露用户信息。

5.8. 信贷代理人有权在任何时间且无需事先通知的情况下，将任何虚拟资产从列表中删除或暂停支持。在这种情况下，信贷代理人可根据自己的判断将受影响的虚拟资产兑换为USDT，而无需用户额外同意。信贷代理人不对因虚拟资

profit, or any other losses or consequences resulting from the delisting of a Virtual Asset and its conversion, including cases where the user's balance is insufficient for withdrawal or subsequent operations.

5.9. The Credit Agent must take reasonable measures to ensure the security and confidentiality of User information.

5.10. The Credit Agent must make reasonable efforts to promptly resolve User complaints and requests, in accordance with the volume of the request and the complexity of the issue.

5.11. The Credit Agent must keep records of User transactions and securely store provided personal data for verification and monitoring for up to 5 years in accordance with anti-money laundering laws and fraud prevention and for provision upon request by authorities.

6. Services of the Credit Agent
With the Credit Agent, you can access various Services as follows:

6.1. The Credit Agent securely stores your private keys to ensure the protection of your Virtual Assets (PSF). Your Virtual Assets (PSF) will be credited to your Wallet balance and internally separated from the Credit Agent's own assets in our system. The Wallet is not a bank account, and Virtual Assets (PSF) held in the Wallet

产除牌及其转换而导致的任何资产损失、预期利润损失或其他损失或后果负责，包括用户余额不足以提款或进行后续操作的情况。

5.9. 信贷代理人必须采取合理措施确保用户信息的安全和保密。

5.10. 信贷代理人必须尽合理努力及时解决用户的投诉和请求，根据请求的范围和问题的复杂性。

5.11. 信贷代理人必须记录用户的交易，并根据反洗钱法和欺诈预防要求，安全地保存提供的个人数据长达5年，并根据要求向当局提供。

6. 信贷代理人的服务

通过信贷代理人，您可以按以下方式访问各种服务：

6.1. 信贷代理人安全地存储您的私钥，以确保您的虚拟资产（PSF）的安全。您的虚拟资产（PSF）将记入您的钱包余额，并在我们的系统中与信贷代理人的自有资产内部隔离。钱包不是银行账

are not deposits or other financial products. The Wallet does not accrue interest on Supported Virtual Assets held on your behalf, except in cases where this is expressly provided as part of other separate Services governed by special terms.

For your convenience, the amount of Virtual Assets is provided in equivalent fiat currency only for informational purposes. The Wallet does not offer services for exchanging Virtual Assets for fiat currency, and this information should not be interpreted as a representation of exchange rates.

6.2. Send: Using the Wallet, you can send your Virtual Assets to any of your contacts or perform on-chain transfers and deposits (Service under development). Please note that blockchain transactions are inherently irreversible, meaning they cannot be canceled after confirmation.

6.3. Exchange: You can exchange any Supported Virtual Assets or Tradeable Assets for designated Supported Virtual Assets (USDT or TON) directly within the Wallet (Service under development). When you initiate an Exchange, you enter into a direct deal with the Wallet, which acts as the principal counterparty. Your order is not sent to any external exchanges or trading platforms.

The exchange rate is dynamic and provided by the Credit Agent based on aggregated real-time market data. Before proceeding, you will be shown

户，钱包中持有的虚拟资产（PSF）不是存款或其他金融产品。钱包不会对代您保管的受支持虚拟资产计息，除非作为其他单独服务的一部分，由特殊条款明确规定。

为方便起见，虚拟资产的金额仅以法定货币等值形式提供，仅供信息参考。钱包不提供将虚拟资产兑换为法定货币的服务，此信息不应被解释为汇率表示。

6.2. 发送（Send）：通过钱包，您可以将您的虚拟资产发送给您的任何联系人，或执行链上转账和存款（服务开发中）。请注意，区块链交易具有不可逆性，一旦确认就无法取消。

6.3. 兑换（Exchange）：您可以在钱包内直接将任何受支持的虚拟资产或可交易资产兑换为指定的受支持虚拟资产（USDT或TON）（服务开发中）。当您发起兑换时，您与钱包直接达成交易，钱包作为主要对手方。您的订单不会发送到任何外部交易所或交易平台。汇率是动态的，由信贷代理人基于实时市场聚合数据提供。在继续之前，您将看到确切的汇率。信贷代理人不保证任

the exact exchange rate. The Credit Agent does not guarantee the availability or accuracy of any displayed rate, which may differ from rates on external exchanges and is valid only for a limited period.

By confirming the Exchange, you confirm and agree to the rate provided by the Credit Agent. Please note that exchange rates may fluctuate, and you must promptly confirm the transaction to lock in the offered rate, as it may change due to market fluctuations. Please note that due to technical issues, transactions may be canceled at the sole discretion of the Credit Agent in exceptional cases when the exchange rate is significantly higher than the real-time market rate.

6.4. P2P Wallet: You can trade certain Supported Virtual Assets directly with other Users, either by placing your own offers or accepting offers posted by others (Service under development). The Credit Agent does not act as a counterparty in these deals. The P2P Wallet is governed by separate terms that are an integral part of this Agreement. By using this Service, you also agree to these terms.

6.5. Purchase: You can top up your Wallet balance using integrated third-party services (Service under development). When accessing these services, you will be redirected to a third-party platform and will be subject to their terms. The Credit Agent is not responsible for any actions,

何显示汇率的可用性或准确性，该汇率可能与外部交易所的汇率不同，且仅在有限时间内有效。

通过确认兑换，您确认并同意信贷代理人提供的汇率。请注意，汇率可能会波动，您必须及时确认交易以锁定报价汇率，因为由于市场波动，汇率可能会发生变化。

请注意，由于技术问题，交易可能在极少数情况下因汇率显著高于实时市场汇率而被信贷代理人单方面取消。

6.4. P2P钱包（Wallet P2P）：您可以直接与其他用户交易特定的受支持虚拟资产，无论是发布自己的报价还是接受他人发布的报价（服务开发中）。信贷代理人在这些交易中不作为对手方。

P2P钱包受单独条款约束，这些条款是本协议的不可分割部分。使用此服务即表示您同意这些条款。

6.5. 购买（Purchase）：您可以通过与钱包集成的第三方服务充值钱包余额（服务开发中）。访问这些服务时，您将被重定向到第三方平台，并遵守其条款。信贷代理人不对您使用这些第三方服

transactions, or issues arising from your use of these third-party services.

6.6. Using the Wallet, you may periodically encounter various promotional campaigns. Please ensure that you have read and understood the specific conditions associated with each campaign, as they may vary and affect your use, rights, and obligations.

6.7. The Wallet does not hold fiat money on behalf of Users. Instead, it displays balances of Users' Virtual Assets and transaction amounts in fiat currency for convenience. Purchasing Virtual Assets for fiat currency is carried out by third-party Partners.

6.8. Some Services may be unavailable in certain jurisdictions to ensure compliance with internal procedures or policies. The availability of these Services may be changed at the sole discretion of the Credit Agent.

6.9. It is entirely your responsibility to assess whether any taxes apply to transactions you carry out using the Services and to ensure withholding, collection, reporting, and payment of the correct amounts to the relevant tax authorities. We do not provide legal or tax advice and are not responsible for determining the applicability of taxes to your transactions, nor for collecting, reporting, withholding, or paying any taxes related to your activities. We strongly recommend that you consult a lawyer or professional tax advisor to

务所产生的任何行为、交易或问题负责。

6.6. 使用钱包时，您可能会遇到各种促销活动。请确保您已阅读并理解每项活动的具体条件，因为它们可能有所不同，并影响您的使用、权利和义务。

6.7. 钱包不为用户持有法定货币。相反，它显示用户虚拟资产余额和交易金额的法定货币价值，以便于使用。通过第三方合作伙伴以法定货币购买虚拟资产。

6.8. 某些服务可能在特定司法管辖区不可用，以确保符合内部程序或政策。这些服务的可用性可由信贷代理人单方面更改。

6.9. 您有完全责任评估您通过服务进行的交易是否适用任何税款，并确保正确扣缴、收集、报告和支付相应税款给相关税务机关。我们不提供法律或税务咨询，也不对确定您交易的税务适用性，或收集、报告、扣缴或支付任何与您活动相关的税款负责。我们强烈建议您咨询律师或专业税务顾问，以了解您在居住国的税务义务和地位。

understand your tax obligations and status in your country of residence.

7. Third-Party Services (Partners)

7.1. The Wallet is an independent third-party service integrated into the platform accessed by the Credit Agent. By using the Wallet, you acknowledge and agree that: your access to and use of the Wallet are governed by separate terms and privacy policy. The Credit Agent does not control your transactions and is not responsible for any actions, transactions, security breaches, or other issues arising from your use of the Wallet service.

7.2. Purchase of Virtual Assets for Fiat Currency: Purchase of Virtual Assets for fiat currency through the Wallet is provided and managed by independent third-party service providers or Partners (Service under development). By accessing or using such services, you acknowledge and agree that:

- a. Your use of third-party Partners for purchasing Virtual Assets for fiat currency is subject to the terms, privacy policy, and practices of the respective third-party Partners.
- b. The Credit Agent accepts no responsibility for the behavior, services, or operations of third-party Partners, including but not limited to the storage of any fiat funds transferred, stored, or exchanged through their platforms.
- c. Any disputes, claims, or issues arising from your use of third-party services

7. 第三方服务（合作伙伴）

7.1. 钱包是一个独立的第三方服务，集成在信贷代理人提供的平台上。使用钱包，您承认并同意：您对钱包的访问和使用受单独条款和隐私政策的约束。信贷代理人不控制您的交易，也不对您使用钱包服务所产生的任何行为、交易、安全漏洞或其他问题负责。

7.2. 以法定货币购买虚拟资产：通过钱包以法定货币购买虚拟资产由独立的第三方服务提供商或合作伙伴提供和管理（服务开发中）。访问或使用此类服务时，您承认并同意：

- a. 您使用第三方合作伙伴以法定货币购买虚拟资产的行为受相关第三方合作伙伴的条款、隐私政策和实践约束。
- b. 信贷代理人对其行为、服务或运营不承担任何责任，包括但不限于存储通过其平台转移、存储或兑换的任何法定资金。
- c. 任何与您使用第三方服务相关的争议、索赔或问题必须由您与相关第三方合作伙伴直接解决。

must be resolved directly between you and the relevant third-party Partner.

7.3. The Credit Agent may receive referral commissions if you decide to use services provided by a third-party partner, but this partnership does not affect the terms of the services provided to you. The Credit Agent is not responsible for any losses, damages, or claims arising from your use of third-party services, regardless of whether these services were accessible via referral links or promotions within the Wallet.

7.4. All communications, information, or content provided by the Credit Agent, including any content provided by third-party services within the Wallet, are strictly intended for informational purposes only. Such information should not be construed as, and is not intended for, investment advice, financial advice, trading advice, or any other form of professional advice.

7.5. You acknowledge and agree that you bear sole responsibility for conducting your own assessment of reliability and making independent decisions regarding any transactions, investments, or activities conducted through the Wallet or third-party services (Partners).

8. Fees and Processing Time

7.3. 信贷代理人可能从您决定使用第三方合作伙伴提供的服务中获得推荐佣金，但这种合作关系不影响提供给您的服务条款。信贷代理人不对您使用第三方服务所产生的任何损失、损害或索赔负责，无论这些服务是否通过推荐链接或钱包内的促销活动提供。

7.4. 信贷代理人提供的所有通信、信息或内容，包括钱包内提供的第三方服务内容，严格仅供信息目的。此类信息不应被解释为，也不旨在构成投资建议、财务建议、交易建议或任何形式的专业建议。

7.5. 您承认并同意，您对进行自身可靠性评估和就通过钱包或第三方服务（合作伙伴）进行的任何交易、投资或活动做出独立决策负有唯一责任。

8. 费用和处理时间

8.1. The most up-to-date information on fees and applicable minimum and maximum transaction limits for a specific Service is displayed in the Wallet interface during each transaction and is also available in the FAQ section. Transactions not meeting the specified limits will not be processed.

8.2. By continuing any transaction, the User unequivocally confirms and agrees to the applicable fees and transaction limits in effect at the time of the transaction. In case of any discrepancy between the information provided in the FAQ section and the Wallet interface, the fees and transaction limits displayed in the Wallet interface at the time of the transaction shall prevail.

8.3. In some cases, transaction processing time may be extended due to checks, technical limitations, or operational requests from the relevant blockchain protocol.

8.4. The Wallet reserves the right to change fees and transaction limits at its discretion without prior notice.

9. PROHIBITED USE

9.1. The use of our Services for any of the following activities is strictly prohibited ("Prohibited Use"), unless explicitly permitted by us under a separate agreement. We reserve the right to review your transactions and

8.1. 关于特定服务的最新费用信息以及适用的最低和最高交易限额在每次交易期间的钱包界面中显示，也可在FAQ部分找到。不符合指定限额的交易将不予处理。

8.2. 继续任何交易，用户明确确认并同意交易时生效的适用费用和交易限额。如果FAQ部分提供的信息与钱包界面之间的信息存在任何不一致，钱包界面在交易时刻显示的费用和交易限额具有优先效力。

8.3. 在某些情况下，由于检查、技术限制或相关区块链协议的操作请求，交易处理时间可能会延长。

8.4. 钱包保留随时更改费用和交易限额的权利，无需事先通知。

9. 禁止使用

9.1. 严禁将我们的服务用于以下任何活动（“禁止使用”），除非我们通过单独协议明确允许。我们保留审查您的交易和账户以确保遵守本条款的权利：

Account to ensure compliance with this provision:

a. Business transactions (B2B). Our Services are intended exclusively for personal use, and any B2B activity is strictly prohibited;

b. Prohibited goods and services: strictly prohibited are sale, promotion, or facilitation of the following: narcotics or illegal substances; weapons, firearms, ammunition, and related accessories; tobacco products; medicines, dietary supplements, or any unlicensed pharmaceutical products; government-issued identification documents, stolen goods (including digital goods), counterfeit goods, or illegally imported/exported products;

c. Financial fraudulent schemes and risky investments: participation in high-yield financial schemes, pyramid or Ponzi schemes, matrix programs, or any form of "get rich quick" schemes is prohibited. This also includes online trading and online auction services;

d. Intellectual property infringement: distribution of materials protected by copyright, such as music, videos, or software, without proper licensing is prohibited. Selling counterfeit goods or uncertified products is also prohibited;

e. Violations of rights and discriminatory activities: any activity infringing on the rights of third parties or promoting discrimination based on gender, race, religion, nationality, or sexual orientation is prohibited. This also includes promoting specific political beliefs, calls for violence or extremist activities, supporting military

a. 商业交易（B2B）。我们的服务仅用于个人用途，任何B2B活动均严格禁止；

b. 禁止的商品和服务：严格禁止销售、推广或促进以下商品和服务：毒品或非法物质；武器、枪支、弹药及相关配件；烟草制品；药品、膳食补充剂或任何未经许可的药品；政府颁发的身份证明文件、被盗商品（包括数字商品）、假冒商品或非法进出口商品；

c. 金融欺诈方案和高风险投资：禁止参与高收益金融方案、金字塔或庞氏骗局、矩阵程序或任何形式的“快速致富”方案。这也包括在线交易和在线拍卖服务；

d. 侵犯知识产权：禁止传播受版权保护的材料，如音乐、视频或软件，而没有适当的许可。销售假冒商品或未经认证的产品也是禁止的；

e. 侵犯权利和歧视性活动：禁止任何侵犯第三方权利或煽动基于性别、种族、宗教、国籍或性取向的歧视的活动。这也包括宣传特定政治信仰、鼓吹暴力或极端主义活动、支持任何国家或地区的军事冲突，以及鼓励使用违禁物质或性剥削的内容；

f. 未经许可的赌博和成人内容：严格禁止参与赌博（如扑克、投注和二元期权

conflicts in any country or region, and content encouraging the use of prohibited substances or sexual exploitation;

f. Unlicensed gambling and adult content: participation in gambling (such as poker, betting, and binary options), as well as promotion or distribution of adult content, is strictly prohibited;

g. Restricted activities: engaging in any business or service that is prohibited or restricted by law.

This list may be changed at any time and is not exhaustive. The prohibitions listed here may vary depending on the relevant jurisdiction and applicable legal requirements.

9.2. If we suspect, at our own discretion, that your Account is associated with any Prohibited Use listed above, we may take immediate action without notice. This may include suspension or termination of your Account, blocking transactions, or freezing your funds. Furthermore, we reserve the right to report any suspected or actual prohibited activity to law enforcement authorities.

10. TERMINATION

10.1. Termination by User: You may terminate your Account and cease using the Wallet at any time by notifying us through the Personal Account and following the instructions of the support service.

), 以及推广或传播成人内容;

g. 受限活动: 禁止从事任何被法律禁止或限制的商业或服务。

此列表可能随时更改, 且不尽。此处列明的禁止事项可能因相关司法管辖区和适用的法律要求而有所不同。

9.2. 如果我们怀疑您的账户与上述任何禁止使用行为有关, 我们可立即采取措施, 无需通知。这可能包括暂停或终止您的账户、阻止交易或冻结您的资金。

此外, 我们保留向执法机构报告任何可疑或实际禁止活动的权利。

10. 终止

10.1. 用户终止: 您可以在任何时候通过个人账户通知我们并遵循支持服务的指示, 终止您的账户并停止使用钱包。

10.2. Termination by Credit Agent: We reserve the right at our own discretion to suspend or terminate your access to Services with prior notice or without it to comply with legal requirements and ensure the security of our Services. In case of suspension or termination of your Account, the Credit Agent reserves the right to withhold or limit disclosure of the main reasons for such actions when such non-disclosure is necessary to comply with applicable laws, regulatory norms, internal security protocols, or risk management policies.

10.3. In certain exceptional circumstances, in case of termination of the Wallet and suspension of your Account, your Virtual Assets may be frozen, preventing any withdrawal of funds for security or legal compliance reasons. The possibility of withdrawing Virtual Assets may be restored based on the information you provide and the review of your specific case.

10.4. Upon termination of this Agreement:

- a. All rights granted to you under this Agreement immediately cease;
- b. Any unfulfilled obligations, including fees, obligations, or pending transactions, must be properly settled where permissible under the circumstances of termination;
- c. You will no longer have access to any Services, and your Account will be disconnected.

10.5. Continuation of Effect: Any

10.2. 信贷代理人终止：我们保留随时并根据自己的判断暂停或终止您对服务的访问的权利，无论是否有事先通知，以遵守法律要求并确保服务的安全。在暂停或终止您的账户的情况下，信贷代理人保留不披露导致此类行动的主要原因的权利，当此类不披露对于遵守适用法律、监管规范、内部安全协议或风险管理政策是必要的。

10.3. 在某些特殊情况下，如果钱包终止且您的账户被暂停，您的虚拟资产可能会被冻结，从而防止任何资金提取，以满足安全或法律合规要求。恢复提取虚拟资产的可能性将基于您提供的信息和对您具体案例的审查。

10.4. 协议终止时：

- a. 您根据本协议享有的所有权利立即终止；
- b. 任何未履行的义务，包括费用、义务或待处理的交易，必须在终止情况下尽可能妥善解决；
- c. 您将不再有任何服务的访问权，您的账户将被断开连接。

10.5. 条款的持续效力：本协议中任何

provisions of this Agreement that by their nature should remain in force after termination, including but not limited to disclaimer of liability, limitation of liability, indemnification, and governing law, remain in effect after termination.

10.6. Termination of Specific Services: The Credit Agent reserves the right to terminate, modify, or discontinue the provision of any specific Service at any time without any prior notice.

11. Ownership and Intellectual Property Rights

11.1. All rights to trademarks and software, including any related software, technologies, and all intellectual property rights therein, are and remain the exclusive property of the Credit Agent.

11.2. No rights or interests in the Services are transferred to you, except for the limited licenses granted for access and use of the Services in accordance with the Agreement.

11.3. Services are protected by copyright, trademarks, and other applicable intellectual property laws. Any unauthorized use of Services may be considered a violation of these laws and is strictly prohibited.

12. Limitation of Liability. Indemnification

在性质上应在终止后继续有效的条款,包括但不限于免责条款、责任限制、赔偿和适用法律,将在终止后继续有效。

10.6. 特定服务的终止: 信贷代理人保留随时终止、修改或停止提供任何特定服务的权利, 无需任何事先通知。

11. 所有权和知识产权

11.1. 所有商标和软件的所有权利, 包括任何相关软件、技术和其中的所有知识产权, 均为信贷代理人的独家财产。

11.2. 除了根据本协议授予的有限许可, 以访问和使用服务外, 您不会获得服务的任何权利或利益。

11.3. 服务受版权、商标和其他适用知识产权法保护。任何未经授权使用服务的行为均视为违反这些法律, 严格禁止。

12. 责任限制。赔偿

12.1. The Credit Agent and its Partners are not liable for any direct or indirect losses, damages, or costs arising from the risks described in the "Disclosure of Risks" section, including updates. This includes issues related to the operation, functionality, security, or availability of the protocols underlying the Supported Virtual Assets (PSF), as well as the cost or sufficiency of reserves of any secured Virtual Assets (PSF).

12.2. The Credit Agent is not liable for any errors, inaccuracies, delays, or discrepancies in price data for virtual assets, as well as for service interruptions due to scheduled or unscheduled technical maintenance. Liability is also excluded for actions, inactions, or violations by other Users or third parties, as well as for any limitations on your Account, such as inability to withdraw assets, give instructions, or conduct transactions during periods of suspension, retention, or restriction.

12.3. The Credit Agent is not liable for transaction failures, delays, or limits applied to your Account, as well as for decisions regarding support or non-support of specific virtual assets. This includes instructions sent from your Account or authorized communication channels, as well as any security breaches resulting from your failure to implement adequate security measures.

12.4. The Credit Agent is not liable for disputes if formal legal proceedings are

12.1. 信贷代理人及其合作伙伴对“风险披露”部分所述风险产生的任何直接或间接损失、损害或成本不承担责任，包括更新。这包括与支撑受支持虚拟资产（PSF）的底层协议的操作、功能、安全或可用性相关的问题，以及任何担保虚拟资产（PSF）储备的成本或充足性。

12.2. 信贷代理人对虚拟资产价格数据中的任何错误、不准确、延迟或差异，以及由于计划或非计划的技术维护导致的服务中断不承担责任。责任也排除了其他用户或第三方的行为、不作为或违规，以及您账户的任何限制，如在暂停、保留或限制期间无法提取资产、发出指令或进行交易。

12.3. 信贷代理人对交易失败、延迟或施加在您账户上的限制，以及对特定虚拟资产的支持或不支持的决定不承担责任。这包括从您的账户或授权通信渠道发送的指令，以及由于您未能实施适当的安全措施而导致的任何安全漏洞。

12.4. 信贷代理人对纠纷不承担责任，如果正式法律诉讼未在事件发生后的一

not initiated within one calendar month from the date of the event causing the dispute, as prescribed in the Agreement. This limitation applies regardless of the cause, including negligence, and extends to the maximum extent permitted by law.

13. Indemnification

You agree to defend, indemnify, and hold harmless the Credit Agent, its Partners, subsidiaries, affiliated entities, and their respective directors, officers, employees, shareholders, licensors, partners, contractors, and agents from and against any and all losses, claims, damages, costs, liabilities, and expenses (including reasonable attorney and auditor fees) arising from or related to:

- a. Your use or misuse of the Services;
- b. Your breach of this Agreement;
- c. Any violation by you of applicable laws or regulations;
- d. Any claims from another User, developer, or third party arising from your actions or inactions.

14. Force Majeure

We are not liable for any delays, failures, or interruptions in the Service caused by events beyond our reasonable control, including, but not limited to:

- a. Events of general nature: natural disasters, actions of civil or military authorities, terrorism, civil unrest,

个日历月内启动，如协议所规定。此限制适用于任何原因，包括疏忽，并在法律允许的最大范围内适用。

13. 赔偿

您同意保护并使信贷代理人、其合作伙伴、子公司、关联实体及其各自的董事、官员、员工、股东、许可方、合作伙伴、承包商和代理人免受与以下事项相关的任何和所有损失、索赔、损害、成本、负债和支出（包括合理的律师费和审计师费）：

- a. 您对服务的使用或不当使用；
- b. 您违反本协议；
- c. 您违反任何适用的法律或法规；
- d. 由于您的行为或不作为而产生的其他用户、开发者或第三方的索赔。

14. 不可抗力

我们不对由超出我们合理控制范围的事件引起的任何延迟、故障或服务中断承担责任，包括但不限于：

- a. 一般事件：自然灾害、民事或军事当局的行为、恐怖主义、公民骚乱、劳资

labor disputes, pandemics, or disruptions in telecommunications and internet services;

b. Technological failures: equipment or software failures, cyberattacks, hacks, or other malicious actions;

c. Blockchain-specific events: network congestion, protocol failures, forks, upgrades, 51% attacks, or significant network failures, including extreme price volatility, supply shortages, or liquidity crises affecting virtual assets;

d. Regulatory measures: government sanctions, changes in legislation, or restrictions affecting blockchain operations or transactions with virtual assets.

纠纷、大流行病或电信和互联网服务的中断；

b. 技术故障：设备或软件故障、网络攻击、黑客入侵或其他恶意行为；

c. 区块链特定事件：网络拥堵、协议故障、分叉、升级、51%攻击或严重影响虚拟资产的重大网络故障，包括极端价格波动、供应短缺或流动性危机；

d. 监管措施：政府制裁、立法变更或影响区块链操作或虚拟资产交易的限制。

15. Communication

15. 沟通

15.1. You may contact us through the Personal Account to send feedback, questions, or complaints.

15.1. 您可以通过个人账户联系我们，发送反馈、问题或投诉。

15.2. This Agreement, as well as any other separate terms mentioned in this document, is provided to you in English. Any translation of this Agreement or related documents is for your convenience only. In case of any contradictions, the English version of the Agreement or related documents shall prevail.

15.2. 本协议以及本文档中提到的任何其他单独条款以英文提供。任何翻译仅为您的便利。如有任何矛盾，英文版本的协议或相关文件具有优先效力。

16. Dispute Resolution

16. 争议解决

YOU AND THE CREDIT AGENT AGREE TO RESOLVE ANY DISPUTES ARISING FROM THIS AGREEMENT OR RELATED

您和信贷代理人同意按照以下顺序解决

TO YOUR USE OF THE SERVICES IN THE FOLLOWING ORDER, WHICH MAY AFFECT DISPUTES THAT COULD AFFECT YOUR RIGHTS IN ANY DISPUTE WITH US. Any dispute must first be resolved through the complaint submission process to the Credit Agent. Only after exhausting all reasonable avenues for peaceful resolution may either party initiate formal legal proceedings in accordance with the applicable law and jurisdiction specified in this Agreement.

16.1. If you have disputes or claims related to the Wallet, Personal Account, or provided Services, you should attempt to resolve your complaint by sending a detailed written description of your situation to our complaint review service for further consideration. You may submit a complaint if you believe your rights under this Agreement have been violated, the terms of this Agreement have not been met, or you received an incomplete or unjustified response to a previously raised issue. You and the Credit Agent agree to discuss the complaint in good faith and may not initiate any formal proceedings related to the complaint until all possibilities of the complaint resolution process outlined in this Section 16 have been exhausted.

16.2. To ensure timely and effective consideration of your complaint, you must clearly indicate that you wish to submit a complaint and provide the

因本协议或您使用服务而产生的任何争议，这可能会影响您与我们之间争议的权益。任何争议必须首先通过向信贷代理人提交投诉的方式解决。只有在穷尽所有和平解决争议的合理途径后，任何一方才能根据本协议规定的适用法律和管辖权提起正式法律诉讼。

16.1. 如果您有关于钱包、个人账户或所提供服务的争议或索赔，您应尝试通过向我们的投诉审查服务发送详细的书面描述来解决您的投诉。如果您认为您的权利根据本协议被侵犯，本协议的条款未得到遵守，或您收到的先前提出的问题的答复不完整或不合理，您可以提交投诉。您和信贷代理人同意善意讨论投诉，并在耗尽本节第16条所述的投诉解决程序的所有可能性之前，不得就投诉提起任何正式诉讼。

16.2. 为了确保您的投诉得到及时和有效的考虑，您必须清楚地表明您希望提交投诉，并提供以下信息：

following information:

- a. A clear and concise description of your complaint;
- b. Specific actions, events, or transactions that led to your complaint;
- c. The desired resolution or outcome you are seeking;
- d. Any supporting documents or evidence relevant to your complaint.

16.3. After submitting your complaint, the Credit Agent reserves the right to request identity verification to prevent misuse, fraudulent activity, and ensure compliance with applicable legal and regulatory requirements. Failure to provide sufficient information or verify your identity may result in delays in processing your complaint or inability to conduct a thorough investigation.

16.4. After receiving your official complaint, the Credit Agent:

- a. Will confirm receipt within 3 business days;
- b. Will conduct an investigation based on the provided information;
- c. Will provide a response with our findings and proposed solution within 30 days from the date of receipt of the official complaint. However, this period may be extended if the complexity of the case requires additional time for thorough examination and resolution.
- d. If additional information or documents are required during the investigation, the Credit Agent will notify you of this. The review period may be extended depending on the complexity of the complaint and the

- a. 对您投诉的清晰简洁的描述；
- b. 导致您投诉的具体行动、事件或交易；
- c. 您希望实现的解决方案或结果；
- d. 与您的投诉相关的任何支持文件或证据。

16.3. 提交投诉后，信贷代理人保留要求身份验证的权利，以防止滥用、欺诈活动，并确保遵守适用的法律和监管要求。未能提供足够的信息或验证您的身份可能导致处理您的投诉延迟或无法进行彻底调查。

16.4. 收到您的正式投诉后，信贷代理人：

- a. 将在3个工作日内确认收到；
- b. 将根据提供的信息进行调查；
- c. 将在收到正式投诉之日起30天内提供包含我们的结论和建议解决方案的答复。然而，如果案件的复杂性需要更多时间进行彻底审查和解决，此期限可能会延长。
- d. 如果调查过程中需要额外的信息或文件，信贷代理人将通知您。审查期限可能会根据投诉的复杂性和您提供所需信息所需的时间而延长。

time needed for you to provide the requested information.

16.5. If the Credit Agent is unable to resolve your complaint after completing the complaint resolution process, despite good-faith efforts by both parties, you or the Credit Agent may initiate formal proceedings as specified in Section 17.

16.5. 如果信贷代理人在完成投诉解决程序后仍无法解决您的投诉，尽管双方都做出了善意的努力，您或信贷代理人可以根据第17条启动正式程序。

17. Governing Law. Place of Jurisdiction

17. 适用法律。审理地点

17.1. This Agreement, including its conclusion, performance, interpretation, and enforcement, as well as any disputes arising from it or in connection with it, shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of laws principles.

17.1. 本协议，包括其订立、履行、解释和执行，以及由此或与之相关的任何争议，应受香港法律管辖和解释，不考虑其冲突法原则。

17.2. You and the Credit Agent agree that any claims arising from this Agreement or your use of the Services, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether the claims arose before, during, or after the termination of this Agreement, shall be resolved in the competent courts of Hong Kong.

17.2. 您和信贷代理人同意，任何源于本协议或您使用服务的索赔，无论基于合同、侵权、法律、欺诈、误导或任何其他法律理论，以及无论索赔是在本协议订立前、期间还是之后产生，都应由香港的有管辖权的法院解决。

17.3. If any provision of this Agreement is deemed invalid, unlawful, or unenforceable in accordance with applicable law, such provision shall be deemed amended to the extent necessary to conform to the law, while preserving its original intent to the

17.3. 如果本协议的任何条款被认定为无效、违法或不可执行，该条款应被视为修改，以使其符合法律，同时最大限度地保留其原始意图。任何条款的无效

maximum extent possible. The invalidity, illegality, or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

17.4. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement, superseding all prior negotiations, agreements, correspondence, and arrangements, whether oral or written. No other statements, warranties, promises, or conditions apply unless expressly stated in this Document.

PART 2. PROCEDURE FOR LIQUIDATION OF PERSONAL SECURITY FUNDS

DEFINITIONS

Creditors – Any credit organization, including banks registered in the list of credit organizations at https://cbr.ru/banking_sector/credit/FullCoList and microfinance organizations included in the Register of Microfinance Organizations of the Central Bank of Russia at the address, having concluded an active agreement with the Credit Agent (the company providing the service for opening a personal Client Wallet, as defined in this Agreement).

Client – A physical person who has registered in the Personal Account on the Creditor's website and signed a loan agreement with the Creditor.

Loan – Monetary funds provided by the

、违法或不可执行不影响本协议其余条款的有效性或可诉性。

17.4. 本协议构成了双方就本协议主题事项的完整理解和协议，取代了所有先前的谈判、协议、通信和约定，无论是口头的还是书面的。除非在本文件中明确说明，否则不适用任何其他陈述、保证、承诺或条件。

第二部分。个人担保资金清算程序

定义

债权人 – 任何信贷机构，包括注册在 https://cbr.ru/banking_sector/credit/FullCoList 的银行列表中的银行，以及列入俄罗斯联邦中央银行微贷组织注册表的微贷组织，与信贷代理人（即提供为客户开设个人钱包服务的公司，如本协议中所定义）签订了有效合同。

客户 – 在债权人网站上注册个人账户并签署贷款协议的自然人。

贷款 – 债权人根据客户的要约向客户提

Creditor to the Client (principal debt amount) in response to the Client's offer and subject to repayment by the Client in the manner and within the timeframe specified in the Loan Agreement.

Guarantor – Company LLC "CyberPay Payment Services", registered in the United Arab Emirates at the address, Dubai, Dubai Investment Park 1, Office Number F1-494, registered by the Government of Dubai under number 2167272, registration date 19.12.2023, license number 1279587, operating under the Charter.

The Guarantor, upon the first demand of the Creditor, undertakes to repay the Client's debt to the Creditor from the Client's funds in rubles, in accordance with the Agency Agreement between the Client and the Guarantor.

Personal Security Funds of the Client (hereinafter referred to as PSF) – any intangible assets belonging to the Client.

Ownership of PSF belongs to the Client and under no circumstances passes to the Creditor, Credit Agent, or Guarantor within the scope of this Agreement. In the event of Technical Default or upon the request of the Creditor, the Client transfers the Credit Agent the right to dispose of PSF. Information about the occurrence of Technical Default is received by the Credit Agent from the Creditor based on the Information Exchange Agreement between the Credit Agent and the Creditor. The

供的资金（本金债务金额），客户须按贷款协议规定的顺序和期限偿还。

担保人 – 注册于阿拉伯联合酋长国的有限责任公司“赛博支付支付服务”，注册地址为迪拜，迪拜投资公园1号，办公室编号F1-494，由迪拜政府注册，注册号为2167272，注册日期为2023年12月19日，许可证号为1279587，根据章程运作。

担保人承诺在债权人首次要求时，以客户的卢布资金偿还客户对债权人的债务，根据客户与担保人之间的代理协议。客户个人担保资金（以下简称PSF） – 客户拥有的任何无形资产。

PSF的所有权属于客户，在本协议范围内，PSF的所有权绝不转移给债权人、信贷代理人或担保人。在发生技术违约或债权人要求的情况下，客户将PSF的处置权转让给信贷代理人。关于技术违约发生的信息，信贷代理人根据信贷代理人与债权人之间的信息交换协议从债权人处获得。客户授予债权人向信贷代

Client grants the Creditor the right to provide the Credit Agent with information about Technical Default based on the Loan Provision Rules, Consent to Personal Data Processing, and Privacy Policy published on the Creditor's website.

Credit Agent – Company Win Forever Trust Company Limited, registered in the Special Administrative Region of the People's Republic of China, Hong Kong (Shanghai), at the address: HK 168-200 Connaught Road Central West Tower Shun Tak Centre FLAT / RM 3007 30/F, issued on 05.01.2025, certificate number 68759229-000-01-25-6, operating under the Charter.

The Credit Agent performs a dual function:

A) It is the provider of the service for opening a Client Wallet for storing PSF belonging to the Client.

B) Under the pledge of PSF, the Credit Agent issues a transferable bill of exchange in fiat currency, including but not limited to: Chinese yuan (CNY), Russian rubles (RUB), US dollars (USD), euros (EUR), UAE dirhams (AED). The holder of the bill of exchange, i.e., the recipient of funds under the bill, is the Guarantor. The funds received by the Guarantor under the transferable bill are the Client's own funds directed through the bill to the Guarantor for the purpose of repaying the Client's debt to the Creditor.

Client Wallet – the information system used by the Credit Agent, automatically

理人提供技术违约信息的权利，依据债权人网站上公布的贷款提供规则、个人数据处理同意书和隐私政策。

信贷代理人 – 公司“永胜信托有限公司”，注册于中华人民共和国特别行政区香港（新界），地址：香港九龙尖沙咀康乐道168-200号信德中心西座30楼3007室，签发日期为2025年1月5日，证书号为68759229-000-01-25-6，根据章程运作。

信贷代理人执行双重职能：

A) 是为客户提供服务，用于开设客户钱包以存放客户拥有的PSF的供应商。

B) 在PSF质押下，信贷代理人发行以法定货币计价的可转让汇票，包括但不限于：人民币（CNY）、卢布（RUB）、美元（USD）、欧元（EUR）、阿联酋迪拉姆（AED）。汇票持有人，即汇票收款人，是担保人。担保人通过汇票收到的资金是客户自己的资金，通过汇票流向担保人，以偿还客户对债权人的债务。

客户钱包 – 信贷代理人使用的信息系统

creating a unique alphanumeric identifier belonging to the Client, storing information about the Client's Personal Security Funds (PSF), and giving the Client the ability to use PSF at any time and at their discretion, except during the period of using the Loan.

，自动创建唯一的字母数字标识符，属于客户，存储客户个人担保资金（PSF）的信息，并赋予客户在使用贷款期间以外的任何时间、任何情况下使用PSF的权利。

Technical Default – absence of the fact of repayment of funds by the Client on the date of expiration of the Loan; in case of repayment of funds by third parties, information is not transmitted to the Credit Bureau. The client's credit rating is not deteriorated.

技术违约 – 客户在贷款到期日未偿还资金的事实；如果第三方偿还资金，信息不会传送到信用局。客户的信用评级不会恶化。

PROCEDURE FOR CONCLUSION OF THE AGREEMENT

协议签订程序

A. The fact of acceptance (acceptance) by the Client of the terms of this Agreement is the fact of registration of the Client in the Client's Personal Account on the Creditor's website using ASP.
B. The Client joined this Agreement by accepting (accepting) the Agreement in full, without any conditions, exclusions, or reservations.

A. 客户接受本协议条款的事实是客户通过ASP在债权人网站上注册个人账户的事实。
B. 客户通过接受（接受）本协议全文，没有任何条件、例外或保留，加入了本协议。

MAIN PROVISIONS

主要条款

The Client, on the one hand, and the Credit Agent, on the other hand, jointly referred to as "Parties," entered into this Agreement as follows:
At the moment of submission of the Client's application for obtaining a Loan through the Creditor's website, the Credit Agent opens a Client Wallet, in which the Client places Personal

客户（一方）和信贷代理人（另一方），共同称为“双方”，达成如下协议：
客户向债权人提交贷款申请时，信贷代理人开设客户钱包，客户在其中存放个人担保资金（PSF），金额由信贷代理人的内部规定确定；

Security Funds (PSF) in an amount determined by the internal regulations of the Credit Agent;

The Client is obliged to pay a commission established by the Credit Agent for opening the Client Wallet; By default, the commission amount is 4.5% of the loan amount;

The commission amount may be changed by the Credit Agent unilaterally;

PSF are the private property of the Client. Under no circumstances does ownership of PSF pass to the Creditor, Guarantor, or Credit Agent;

In the event of Technical Default, the Credit Agent acquires the right to dispose of PSF in the interest of the Client, including their sale to an unlimited circle of legal and natural persons (Buyers);

Upon occurrence of Technical Default, the Creditor notifies the Credit Agent of this fact through technical communication channels. The Credit Agent, acting on the basis of the pre-obtained acceptance from the Client, sells PSF on the market, previously withholding a commission fee for this operation;

The Client expresses his unconditional consent (acceptance) to search for a buyer of PSF and conduct transactions for the sale of PSF by the Credit Agent in case of receiving a request from the Creditor, including the sale of PSF to third parties (Buyers) at a price and under conditions set by the Credit Agent;

The Client expresses his unconditional

客户有义务支付信贷代理人设定的开户费；

默认佣金金额为贷款金额的4.5%；

佣金金额可由信贷代理人单方面更改；

PSF是客户的私人财产。在任何情况下，PSF的所有权都不会转移给债权人、担保人 or 信贷代理人；

在发生技术违约时，信贷代理人获得处置PSF的权利，以客户利益为出发点，包括向无限数量的法人和自然人（买家）出售；

技术违约发生时，债权人通过技术通信渠道通知信贷代理人。信贷代理人根据预先获得的客户接受，出售PSF，事先扣除该操作的佣金；

客户无条件同意（接受）在收到债权人要求的情况下，由信贷代理人寻找PSF买家并进行PSF销售交易，包括以信贷代理人设定的价格和条件向第三方（买家）出售PSF；

客户无条件同意（接受）在收到债权人关于贷款担保价值不足的信息时，由信贷代理人出售PSF，包括在市场条件变化、PSF市场价值降至由债权人或信贷代理人内部规则确定的最低允许水平时；

客户无条件同意（接受）信贷代理人选

consent (acceptance) to the sale of PSF by the Credit Agent in favor of the Client in case of receiving an informational message from the Creditor about insufficient collateral value of the Loan, including in case of changes in market conditions, reduction in market value of PSF to the minimum allowable level, determined by the internal rules of the Creditor or the Credit Agent;

The Client expresses his unconditional consent (acceptance) to the selection by the Credit Agent of third parties (Buyers) for the sale of the Client's PSF; The Client expresses his unconditional consent (acceptance) to the receipt of funds, including ruble funds, received from the sale of PSF in case of Technical Default, by any legal or natural persons appointed by the Credit Agent, including the Guarantor, but not limited to him. At the same time, funds received from the sale of PSF are the property of the Client;

The Client expresses his unconditional consent (acceptance) to the transfer of the Loan amount to the Creditor's account by the Guarantor in case of Technical Default;

The Client expresses his unconditional consent (acceptance) to the sending of requests by the Creditor to the Guarantor and the Credit Agent through technical communication channels based on agreements on technical information exchange between the Creditor, Guarantor, and Credit Agent;

The Credit Agent is not liable for the

择第三方（买家）出售客户的PSF；

客户无条件同意（接受）在技术违约情况下，由信贷代理人指定的任何法人或自然人接收从PSF销售中获得的资金，包括担保人，但不限于此。同时，从PSF销售中获得的资金属于客户；

客户无条件同意（接受）在技术违约情况下，由担保人将贷款金额转账至债权人的账户；

客户无条件同意（接受）债权人通过技术通信渠道向担保人和信贷代理人发送要求，基于债权人、担保人和信贷代理人之间的技术信息交换协议；

信贷代理人对客户PSF的保存或可能发生的任何处置限制不承担责任，包括由于国家机关请求、第三方AML政策激活或其他原因造成的限制。

preservation of PSF of the Client or any restrictions on the disposal of PSF that may arise for the Client, including due to requests from state authorities, activation of AML policies of third parties, and other reasons.

APPENDIX TO PART 1 USER AGREEMENT

Below are some definitions included in this Agreement to help clarify and better understand certain provisions. Unless otherwise defined or the context requires otherwise, all terms written with a capital letter should have the meaning assigned to them:

Storage – this is a service whereby the Wallet stores and protects virtual assets on behalf of the User, managing secret keys and wallets used for access, storage, or transfer of these virtual assets.

Exchange means a direct exchange between one supported virtual asset and another, where the counterparty is the wallet.

Restricted activity means that the use of any business or service that is prohibited or restricted by law is not allowed. This includes transactions with shell companies, companies owning bearer shares, or activities related to the defense industry, nuclear energy, or ivory trade; involvement in the creation or dissemination of materials on child sexual abuse; credit card data suppliers; criminal

附录一

用户协议

以下是本协议中包含的一些定义，以帮助澄清和更好地理解某些条款。除非另有定义或上下文要求，所有以大写字母书写的术语应具有分配给它们的含义：

存储 – 这是一项服务，钱包代表用户存储和保护虚拟资产，管理用于访问、存储或传输这些虚拟资产的密钥和钱包。

兑换是指在一种受支持的虚拟资产和另一种之间直接兑换，其中对手方是钱包。

受限活动意味着不允许使用任何被法律禁止或限制的商业或服务。这包括与壳公司、持有记名股票的公司或与国防工业、核能或象牙贸易相关的活动进行交易；参与制作或传播儿童性虐待材料；信用卡数据供应商；犯罪组织；暗网论坛和市场；勒索；洗钱；与已知罪犯或

organizations; dark web forums and markets; blackmail; money laundering; associations with known criminals or subjects of law enforcement requests; dissemination or use of malware, ransomware, or research chemicals; affiliation with terrorist organizations; activities related to theft; use of mixers or services designed to hide illegal activities; interaction with sanctioned entities; phishing schemes; financial pyramids and other forms of fraud; and participation with entities located in restricted jurisdictions.

Supported virtual assets (PSF) – these are virtual assets supported by the Wallet and allowing users to deposit, withdraw, transfer, exchange, and store or perform transactions. These include virtual assets that have been approved and integrated into the Wallet's services. The list of supported assets and specific operations available for each of them are displayed in the Wallet interface and are considered current and have priority over any conflicting information. The Wallet may periodically update or change the list of supported virtual assets, and such updates will be reflected in the Wallet or in user messages.

The Credit Agent is not liable for depositing unsupported virtual assets, which may be irretrievably lost.

Tradeable assets – these are virtual assets supported by the Wallet that users can exchange exclusively for specific supported virtual assets.

执法机构请求对象有关的联系；传播或使用恶意软件、勒索软件或研究化学品；与恐怖组织有关；与盗窃相关的活动；使用混币器或旨在隐藏非法活动的服务；与受制裁实体互动；钓鱼骗局；金融金字塔和其他形式的欺诈；以及参与位于受限司法管辖区的实体。

受支持的虚拟资产（PSF）– 这些是钱包支持的虚拟资产，允许用户存入、取出、转账、兑换或存储或执行交易。这些包括已批准并集成到钱包服务中的虚拟资产。受支持资产的列表以及每个资产的可用具体操作在钱包界面中显示，并被认为是当前的，且优先于任何冲突信息。钱包可能会不时更新或更改受支持虚拟资产的列表，这些更新将反映在钱包或用户消息中。

信贷代理人对存入不受支持的虚拟资产不负责任，这些资产可能永久丢失。

可交易资产 – 这些是钱包支持的虚拟资产，用户只能将其兑换为特定的受支持

Deposits, withdrawals to external wallet addresses, and transfers to contacts are not available for tradeable assets. Some specified tradeable assets may be available for sale through the P2P Marketplace (Service under development). Please refer to the frequently asked questions section for detailed information on the types of transactions available for each tradeable asset.

The term "Tradeable assets" refers exclusively to the name of the service and does not imply order matching, "bid-ask" mechanism, or traditional execution of financial deals.

The list of tradeable assets is provided in the frequently asked questions section, which is included in this document as a reference. However, preference is given to the most up-to-date list of tradeable assets displayed in the wallet interface. The Credit Agent reserves the right to change, update, or remove any tradeable assets at its own discretion and without prior notice.

Wallet P2P – this is a platform that allows Users to directly trade supported virtual assets with other Users (Service under development). Within the framework of this agreement, one party agrees to transfer ownership of specified virtual assets at a predetermined price, while the other party agrees to accept the virtual assets and pay the corresponding amount in fiat currency.

Dispute Resolution

All disputes are resolved through negotiations.

虚拟资产。可交易资产不支持向外部钱包地址存款、取款和向联系人转账。一些指定的可交易资产可能通过P2P市场（服务开发中）出售。请参阅常见问题解答部分，了解每种可交易资产的可用交易类型的详细信息。

“可交易资产”一词仅指服务名称，不暗示订单匹配、“出价-要价”机制或传统金融交易的执行。

可交易资产的列表在常见问题解答部分中列出，该部分作为参考包含在本文件中。然而，优先考虑的是钱包界面中显示的最新可交易资产列表。信贷代理人有权在自己判断下随时更改、更新或删除任何可交易资产，无需事先通知。

钱包P2P – 这是一个平台，允许用户直接与其他用户交易受支持的虚拟资产（服务开发中）。根据本协议，一方同意以预定价格转让指定虚拟资产的所有权，而另一方同意接受虚拟资产并支付相应的法定货币金额。

争议解决

所有争议通过协商解决。

If an agreement cannot be reached, the dispute is submitted to arbitration.

Electronic correspondence may serve as evidence in arbitration.

AML/KYC and Compliance

The Wallet implements an anti-money laundering policy.

All Users are required to undergo identity verification.

In case of suspicious activity, the Wallet suspends operations.

Tax Aspects

The User independently calculates and pays taxes.

The Credit Agent may transfer information to tax authorities upon request.

The Credit Agent does not provide tax advisory services.

如果无法达成协议，争议提交仲裁。

电子通信可作为仲裁中的证据。

AML/KYC和合规

钱包实施反洗钱政策。

所有用户必须进行身份验证。

在发现可疑活动时，钱包会暂停操作。

税务方面

用户自行计算和缴纳税务。

信贷代理人可应要求向税务机关传递信息。

信贷代理人不提供税务咨询服务。