

## Terms and Conditions (Public Client agreement).

### 1. General terms

In the following, "ACM Exchange" or "we" means ACM Exchange Sp. Z OO These Terms and Conditions (hereinafter, "Terms") govern the terms under which you may access and use this website <https://acm-finance.net/> ("Platform") and the services associated with it ("Service") operated by ACM Exchange Sp. Z OO ("[ACM Finance](#)"), with its registered office in Warsaw, Poland Arbitration board. Court of Arbitration at the Polish Financial Supervision Authority (Schiedsgericht bei der polnischen Finanzaufsichtsbehörde), Pl. Powstańców Warszawy 1, Warsaw, 00-030, Poland [sad.polubowny@knf.gov.pl](mailto:sad.polubowny@knf.gov.pl),

[http://www.knf.gov.pl/dla\\_konsumenta/sad\\_polubowny](http://www.knf.gov.pl/dla_konsumenta/sad_polubowny). By accessing, registering with and using the Service, you express your consent to accept the terms of the Terms and Conditions. The language of these Terms and Conditions is English and all Services, instructions and transactions carried out in connection with it shall be in English. Services, used for additional verification, might additionally be provided in other languages.

In these Terms and Conditions, the terms "ACM Finance", "Company", "we", "us", and "our" refer to ACM Finance, together with its employees, management, affiliated and/or associated entities including any successors, and assigns.

The terms "Client", "Customer", "User", "you" and "your" refer to users of the Service, or visitors to this website.

The terms "Cryptocurrency", "Crypto" refer to presented digital assets, such as Bitcoin, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

The term "Fiat" refers to currencies such as EURO, which Platform operates.

These Terms and Conditions are effective from 25 August 2025. The Company can change this Client Agreement in any time at its sole discretion. Client should, therefore, read these Terms and Conditions from time to time. If the Client does not accept new version of the Client Agreement, he/she must stop using the Service and inform the Company.

Please read the terms carefully as they govern your use of ACM Finance services. These terms contain important provisions including an arbitration provision that requires all claims to be resolved by way of legally binding arbitration. As with any asset, the values of Digital Currencies (as defined below) may fluctuate significantly and there is a substantial risk of economic losses when purchasing, selling, holding or investing in Digital Currencies and their derivatives. By making use of ACM Finance services, you acknowledge and agree that: (1) you are aware of the risks associated with transactions of digital currencies and their derivatives; (2) you shall assume all risks related to the use of ACM Finance services and transactions of digital currencies and their derivatives; and (3) ACM Finance shall not be liable for any such risks or adverse outcomes.

### 2. Warranties and Liability.

- A. ACM Finance shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading the any of the materials on this website. In no event shall ACM Finance be liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether in an action of contract, negligence or other action, arising out of, or in connection with, the use or performance of information available from Platform or resulting from defective or faulty software regardless if owned by the Company.
- B. The Client holds the sole responsibility for the protection and backup of data and/or equipment used in connection with the site and the user will not make a claim against Company for lost data, work delays, or lost profits resulting from the use of the materials.
- C. Any actions on the Site, transactions, orders, Instructions and operations initiated from your Account or using your password are (1) considered to have been made by you and (2) irrevocable once validated using your password or made through your Account. If there is suspicious activity related to your Account, we may, but are not obligated to, request additional information from you, including authenticating documents, and freeze any transactions pending our review. You are obligated to comply with these security requests or accept the termination of your Account. You are required to notify ACM Finance immediately of any unauthorised use of your Account or password, or any other breach of security, by email to [support@acm-finance.net](mailto:support@acm-finance.net).
- D. You acknowledge that the Company may use third-party payment service providers to process payments between you and the Company, including but not limited to payments in relation to your use of the Services and any transaction executed by you. In such cases, you confirm and consent to the Company providing certain personal information and/or documentation about you, including with respect to a transaction executed by you as needed to complete the transaction and/or as required under any inquiry or in the event of detection of fraud or suspicion of such.
- E. The responsibility for the fact that the crypto asset cannot be treated as “security” lies with the owner of digital assets. The Company reserves the right at its sole discretion to prohibit and discontinue any operations with the crypto assets. For the avoidance of any doubt the provisions of this clause shall not constitute or deemed to be construed to constitute any warranty and/or investment, financial, technical, legal or any other professional advice, that any crypto asset available through our Services is not a security.
- F. You agree to indemnify and hold harmless ACM Finance, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of this website or Service, all activities that occur under your password or account e- mail login, your violation of this Terms and Conditions or any other violation of the rights of another person or party. This

shall also apply to your violation of any applicable law, regulation, or rights of any third party during your use of Service. You agree that the Company is not liable for errors arising from its services.

G. All intellectual property rights relating to all the material used on the Platform belong the Company.

### 3. Applicable laws and regulations

Your conduct on the ACM Finance platform is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering (“AML”) and counter-terrorist financing (“CTF”) provisions.

If your country of residence is based within the European Economic Area (“EEA”) and the General Data Protection Regulation (EU) 2016/679 (“GDPR”) applies to our processing of your personal data (within the meaning of GDPR). If your Country of Residence is outside of the EEA, provisions related to the GDPR shall not apply to your use of the Services.

You unequivocally agree and understand that by opening an Account and using the Services in any capacity, you shall act in compliance with and be legally bound by this Agreement and all applicable laws and regulations (including without limitation where applicable), and failure to do so may result in the suspension of your ability to use the Services or the closure of your Account. For the avoidance of doubt, continued use of your Account, and is conditioned on your continued compliance at all times with this Agreement and all applicable laws and regulations.

### 4. Opening of account

- A. By opening an Account, you expressly represent and warrant;
- B. That you have accepted you are legally bound by these Terms;
- C. That you provided full and correct information in User account and will update it according to ACM Finance requirements;
- D. If you are an individual, that you are at least 18 years of age;
- E. That you are not operating from designated countries: Afghanistan, Algeria, Angola, American Samoa, Bahamas, Barbados, Belarus, Benin, Botswana, Burma, Burundi, Cambodia, Cape Verde, Central African Republic, Congo, Cote d’Ivoire (Ivory Coast), Cuba, Ecuador, Eritrea, Ethiopia, Former Liberian Regime of Charles Taylor, FYR of Macedonia, Ghana, Guinea-Bissau, Guam, Haiti, Iran, Iraq, Jamaica, Kenya, Laos, Lebanon, Libya, Mali, Mauritius, Mongolia, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Russian Federation, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tanzania, Trinidad and Tobago, Tunisia, Uganda, Venezuela, Yemen, Zimbabwe, Liberia, Sierra Leone, Paraguay, Mongolia, Mozambique, USA;
- F. If you are a legal entity or acting in the name of a legal entity, that you are duly authorized to act on behalf and in the name of the legal entity, and bind the latter validly:

- G. That you have the full capacity to accept these Terms, either in your own name or in the name and on behalf of the legal entity you represent, and enter into transactions involving Crypto;
- H. That you will not use any Account other than your own or access the Account of any other Member at any time or assist others in obtaining unauthorized access;
- I. That you are responsible for withdrawal information, including bank details and Crypto addresses.

#### 5. Verification of account

The creation and use of your Account are subject to verifications, as required by statutory and regulatory obligations incumbent on us. You agree to provide us with the information we request for the purposes of identity verification, compliance with know-your-customer rules, as well as detection of money laundering, terrorism financing, fraud or any other financial crime. The requested information may include Personal Data (please refer to our Privacy Policy). By providing us with the information we request, you confirm that it is true and accurate, and agree to inform us in case of change concerning such information. Your Account will be blocked until we are satisfied with the information you have provided and determine in our sole discretion that it is sufficient to validate your Account. In the meantime, you will not be allowed to terminate your Account or request the deletion of the Personal Data processed in the course of verification operations.

We expressly reserve the right to cancel and/or terminate Accounts that have not been verified despite efforts made in good faith by us to contact you to obtain such verification.

#### 6. Funding Account

- If you have chosen to fund your Account via wire deposits, funds from a wire deposit will be made available as soon as they are settled. Please note that the deposit settlement times are subject to bank holidays, the processes of partner banks and the processes of your bank. In addition to that, deposit settlement times may be delayed because of any technical issues.
- We do not accept fiat currency deposits from third-party bank accounts. The name on your linked bank account must match the name verified on your ACM Finance Account. If a wire transfer is received from a third-party bank account, we will reject and return the wire immediately. As for joint accounts, you will have to prove legal rights to account.
- For card deposits, only cards owned by client (you are a cardholder) and protected by 3d Secure can be used.
- Fees for transactions are displayed prior each transaction. This fee can vary depending on payment solution that Client uses to deposit money.
- By using our service you agree to pay fees according to that calculation. The Company may adjust such fees in its sole discretion.

- The minimum amount of one deposit by Wire is 500 EUR in equivalent;
- The minimum amount of one deposit by Credit Card/AMP is 200 EUR in equivalent.
- The minimum amount of Crypto deposit is unlimited;
- The fee for Crypto withdrawal is 0.0005 BTC.
- Transaction request is considered a client's order to provide service.

## 7. Withdrawal

- Withdrawal request will be executed within 48 hours. It has to contain bank details of client's personal bank account or Crypto wallet.
- If the client in 14 calendar days does not provide documents, required by the Company for identity or payment verification, the Company will make a refund to the card or through wire transfer to the account from which the funds had arrived.
- All sales and purchases of Virtual Assets and other Digital Assets done with any payment method are final. We do not accept any returns or provide refunds for your purchase of Virtual Assets or any other Digital Assets from ACM Finance, except for the cases provided in these Terms of Use.

## 8. Termination of account

- You may close your Account at any time.
- You may terminate this agreement with ACM Finance and close your Account at any time here, following settlement of any pending Transactions.
- We reserve the right to terminate these Terms and close your Account in case if Service is discontinued, Terms or security violation from your side, other reasons that affect Company.

## 9. Communications

By entering into this Agreement, you agree to receive electronic communications and notifications to the email address that you verify.

This Agreement is provided to you in English. We will communicate with you in English for all matters related to your use of our Services. Where we have provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of the Agreement will govern your use of the Services.

## 10. Governing law and jurisdiction

The Terms of Use shall be governed and construed in accordance with the law of Estonia. The parties hereto agree to irrevocably submit to the exclusive jurisdiction of the court of Estonia.