CashXChain

Legal Center

Complete set of legal, privacy and compliance documents

CashXChain UG (haftungsbeschränkt) · Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany
CashXChain Inc. · 131 Continental Dr, Suite 305, Newark, DE 19713, USA
Compiled: 2026-08-03 · 30 documents

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> This bundle is a point-in-time compilation of the CashXChain Legal Center. The authoritative and current version of every document is the one published at legal.cashxchain.com.

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CashXChain

Imprint / Legal Notice

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 21 JULY 2026

Note: This English version is a machine translation provided for convenience. The German original is the legally binding version.

English

Imprint

Information pursuant to § 5 DDG ↗ (Digitale-Dienste-Gesetz ↗, German Digital Services Act). **Operator of this website and the CashXChain platform**

CashXChain UG (haftungsbeschränkt) Georg-Bichler-Str. 9 83620 Feldkirchen-Westerham Germany

Represented by

Managing Director (Geschäftsführer): Dr. Martin Israel

Contact

Phone: +49 15679 706684 | Email: legal@cashxchain.com

Commercial register

Register court: Amtsgericht Traunstein Registration number: HRB 34664

Group structure

CashXChain Inc. (Delaware, USA) is the parent holding company of the CashXChain group and holds the group’s intellectual property. CashXChain UG (haftungsbeschränkt) is currently the sole operating entity. As part of ongoing corporate restructuring, CashXChain UG will be converted into a GmbH and will become a wholly owned subsidiary of CashXChain Inc.; until that reorganisation is completed, CashXChain Inc. holds no equity in CashXChain UG. Additional local subsidiaries in other jurisdictions are planned as the platform expands.

Parent company: CashXChain Inc., 131 Continental Dr, Suite 305, Newark, DE 19713, USA · Registered Agent: Legalinc Corporate Services Inc. · Delaware File No. 10567097 · President & CEO: Valentin Israel

Regulatory status

CashXChain UG (haftungsbeschränkt) and CashXChain Inc. are technology infrastructure providers only. Neither entity is a bank, credit institution, licensed payment institution, e money institution, broker, investment firm, or financial advisor, and neither is regulated as such under PSD2 ↗, MiCAR ↗, KWG ↗, ZAG ↗, or any other financial services regulation. Neither entity holds, transfers, or custodies funds. All regulated payment services, crypto-asset conversions, fiat on/off-ramps, custody, and settlement are executed exclusively by licensed and regulated partner institutions in their own names and under their own regulatory authorisations. See our Regulatory Status & Partner Disclosure for details.

Consumer dispute resolution

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CashXChain UG (haftungsbeschränkt) provides its services exclusively to business customers (B2B). It is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

For complaints, please contact: complaints@cashxchain.com

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Regulatory Status & Partner Disclosure

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This page explains CashXChain's regulatory status and the licensed and regulated Partners through whom the regulated parts of our service are provided. Every authorisation stated below links to the public register entry of the competent authority so that it can be verified independently.

1. Our regulatory status

CashXChain UG (haftungsbeschränkt) and CashXChain Inc. are technology infrastructure providers only. Neither entity is a bank, credit institution, licensed payment institution, e-money institution, broker, investment firm, or financial advisor, and neither is regulated as such under PSD2 ↗, MiCAR ↗, KWG ↗, ZAG ↗, or any other financial services regulation. Neither entity holds, transfers, or custodies funds, and neither provides financial, investment, tax, or legal advice. All regulated payment services, crypto-asset conversions, fiat on/off-ramps, custody, and settlement are executed exclusively by licensed and regulated partner institutions in their own names and under their own regulatory authorisations. Use of the CashXChain platform does not constitute a financial services relationship with CashXChain UG (haftungsbeschränkt) or CashXChain Inc.

Group Structure. CashXChain Inc. (Delaware, USA) is the parent holding company of the CashXChain group and holds the group's intellectual property. CashXChain UG (haftungsbeschränkt) is currently the sole operating entity. As part of ongoing corporate restructuring, CashXChain UG will be converted into a GmbH and will become a wholly owned subsidiary of CashXChain Inc.; until that reorganisation is completed, CashXChain Inc. holds no equity in CashXChain UG. Additional local subsidiaries in other jurisdictions are planned as the platform expands.

2. What this means for you

When you use CashXChain, you are using a technology platform that connects and orchestrates regulated services. The regulated payment, currency-conversion, custody and settlement steps are carried out by our licensed Partner institutions, each in its own name and under its own authorisation. Your funds are never held by CashXChain.

3. Stablecoin issuer

Circle. Circle is the issuer of the stablecoins (USDC and EURC) that settle across our rails. Circle is a stablecoin issuer, not a payment or custody Partner of CashXChain. USDC is issued by Circle Internet Financial; EURC is issued by Circle Mint Europe SAS, Circle's French subsidiary, which is licensed as an electronic money institution by the ACPR / Banque de France ↗ (effective 1 July 2024) under the EU E-Money Directive (EMD2 ↗) and is entitled to provide payment services under PSD2 as part of that authorisation; the authorisation is listed in the French REGAFI register ↗. Under MiCAR ↗ Title III, EURC is classified as an electronic money token, and USDC is handled as an asset-referenced arrangement through Circle's EU compliance regime. Circle also holds a New York BitLicense (NYDFS ↗, since 2015), is a FinCEN-registered money services business, and on 10 July 2026 received final OCC approval ↗ to

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operate Circle National Trust, a federally regulated national trust bank providing fiduciary digital-asset custody, with further authorisations in the United Kingdom, Singapore, Bermuda and Canada. Circle publishes reserve composition and monthly third-party attestations at circle.com/transparency ↗.

4. Our regulated Partners

Each licensed institution below performs the regulated steps in our service under its own authorisation. Each authorisation can be checked directly in the linked public register of the competent authority.

Stripe. The licensed entity is Stripe Technology Europe, Limited (STEL), Ireland, authorised and supervised by the Central Bank of Ireland as an electronic money institution under the European Communities (Electronic Money) Regulations 2011 (implementing EMD2), passporting across the EEA. Register entry: Central Bank of Ireland, reference C187865 ↗, authorised 22 March 2019. Registered office: The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland. Role in our service: card acquiring and payment processing.

Stablegate. The operating entity is STGG AG (trading as Stablegate), Zug, Switzerland. Stablegate is a member of the VQF ↗ (Verein zur Qualitätssicherung von Finanzdienstleistungen, membership No. 101275), a FINMA-recognised self-regulatory organisation ↗ under the Swiss Anti-Money Laundering Act (AMLA) ↗; it is supervised under the Swiss AMLA framework through the VQF and is not directly FINMA-licensed. The VQF does not publish its member directory online; membership under No. 101275 is confirmed by the VQF on request. Stablegate is not MiCA-passported into the EU, and EU customer engagement operates under reverse-solicitation constraints. Role in our service: stablecoin transit and settlement.

Coinbase. Role in our service: fiat on/off-ramps and crypto-asset conversion. The contracting Coinbase legal entity for our service, and the corresponding entry in the BaFin company database ↗ or the ESMA MiCAR register of authorised crypto-asset service providers ↗, are stated here once the contracting entity is fixed. Until then, no Coinbase authorisation is claimed or relied upon in this disclosure.

Binance. Under evaluation as a partner. The scope of any engagement, the contracting Binance legal entity and its authorisation are not yet settled. No Binance authorisation is claimed or relied upon in this disclosure, and no part of our current service is provided through Binance. If and when an engagement is agreed, it will be listed here with the licensed entity, its role and the corresponding register entry, in the same form as the Partners above.

5. Our technology providers

The following provide infrastructure only and do not perform regulated financial steps: Cloudflare (network, security and cookieless analytics), Amazon Web Services (cloud hosting, Frankfurt), Resend (transactional email), and Google Workspace (productivity and email). Full processing details and locations are in our Sub-processor List.

6. Intellectual property

The core methods behind our service are protected by utility models registered at the German Patent and Trade Mark Office (DPMA) ↗ and searchable in DPMAregister ↗; see our IP and Utility-Model Notice.

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7. Licences and registrations

CashXChain UG (haftungsbeschränkt) and CashXChain Inc. do not themselves hold financial-services licences. Our regulatory registrations, and those of our Partners where relevant, are listed in our Licenses & Registrations overview.

8. Updates and contact

We keep this page current in our Legal Center as our partner arrangements evolve. Questions can be sent to compliance@cashxchain.com or legal@cashxchain.com.

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CashXChain

Licenses & Registrations

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This page brings together CashXChain's corporate registrations and regulatory status. We keep it current as our arrangements evolve: each registration is listed with its issuing authority and reference so it can be checked in the relevant public register.

1. Regulatory status. CashXChain UG (haftungsbeschränkt) and CashXChain Inc. are technology infrastructure providers and do not themselves hold financial-services licences. The regulated steps in our service are performed by licensed Partners under their own authorisations; see our Regulatory Status & Partner Disclosure.

2. Company registrations. CashXChain UG (haftungsbeschränkt): Amtsgericht Traunstein, HRB 34664 — searchable in the German commercial register (Handelsregister) ↗. CashXChain Inc.: State of Delaware, File No. 10567097 — searchable in the Delaware Division of Corporations entity search ↗.

3. Intellectual property. Our core methods are protected by utility models registered at the German Patent and Trade Mark Office (DPMA) ↗ and searchable in DPMAregister ↗; see our IP and Utility-Model Notice.

4. Partner authorisations. The financial licences and authorisations relevant to our service are held by our Partners; see our Regulatory Status & Partner Disclosure.

5. Updates. As CashXChain obtains any registration or authorisation, it will be listed here with its issuing authority and reference.

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Order-of-Precedence Note

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Our terms are made up of several documents. If they ever appear to conflict, this note says which one applies, so nothing is unclear.

1. The order. Where a conflict appears, the documents apply in this order, highest first: the AGB, which is the binding contract; then the Data Processing Agreement, for matters of personal data processing; then the Acceptable Use Policy and the Prohibited and Restricted Businesses List; then the API Partner Terms, where you access the API; then the Website and Platform Terms of Use; then any notice or policy referred to in those documents.

2. Product-specific terms. Where we publish terms for a specific product or feature, those terms apply for that product only, and only as far as the conflict goes.

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CashXChain

Contracting Entity & Governing Law

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1. Contracting Entity. The operator of the CashXChain platform and the contracting party for all customer agreements is CashXChain UG (haftungsbeschränkt), a German company registered under HRB 34664 at Amtsgericht Traunstein. CashXChain UG operates the platform under a license from its holding company, CashXChain Inc.

2. Group Structure. CashXChain Inc. (Delaware, USA) is the parent holding company of the CashXChain group and holds the group's intellectual property. CashXChain UG (haftungsbeschränkt) is currently the sole operating entity. As part of ongoing corporate restructuring, CashXChain UG will be converted into a GmbH and will become a wholly owned subsidiary of CashXChain Inc.; until that reorganisation is completed, CashXChain Inc. holds no equity in CashXChain UG. Additional local subsidiaries in other jurisdictions are planned as the platform expands.

3. Governing Law. These Terms are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

4. Jurisdiction. The place of jurisdiction for all disputes arising from or in connection with these Terms is Munich, Germany, to the extent permitted by law and where all parties are merchants (Kaufleute) within the meaning of the German Commercial Code (HGB).

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IP & Utility-Model Notice

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1. Ownership and IP portfolio. The CashXChain™ group's intellectual property portfolio comprises:

- **Two utility models registered at the German Patent and Trade Mark Office (DPMA)**, currently held personally by the founder Valentin Israel. Assignment to CashXChain Inc. is planned as part of ongoing corporate restructuring.
  - *Payment system with blockchain integration* — DE 20 2025 001 388.2, filed 23 May 2025, registered 26 June 2025.
  - *Routing engine for digital payment networks* — DE 20 2025 003 738, registered 19 January 2026.
- **Three additional utility models filed with the DPMA on 2 December 2025**, currently pending registration:
  - *Device for the technical enforcement of regulatory and safety-relevant requirements in digital payment transactions.*
  - *Device for forecast-based capital allocation and technical pre-initialization of payment infrastructures.*
  - *System for the unified abstraction of multiple payment infrastructures into one digital wallet.*
- **One patent application in preparation**, claiming priority from utility model DE 20 2025 001 388.2 under the Paris Convention.
- **EU trade mark "CashXChain"**, filed with the European Union Intellectual Property Office (EUIPO) as application no. 019403993 and held by CashXChain Inc. Classes 9 (software), 36 (payment and financial services) and 42 (platform and API services), covering all 27 EU Member States. Filed under the EUIPO Fast Track procedure; publication 16 August 2026, registration expected 16 November 2026. Status: application pending.
- **Copyright in all software, content, documentation and other original works**: CashXChain Inc.

Registrations at the DPMA are searchable in DPMAregister ↗; the EU trade mark application is searchable in the EUIPO eSearch register ↗.

2. Trade mark usage. "CashXChain" is used as CashXChain™ while the EU application is pending. The ® symbol will only be used after registration is granted.

3. Copyright. All content, software, designs, documentation, and other original works published or made available by CashXChain — including this Legal Center, the CashXChain platform, and all associated applications, APIs, and interfaces — are © 2025–2026 CashXChain Inc. All rights reserved.. CashXChain UG (haftungsbeschränkt) operates the platform under a license from CashXChain Inc.

4. Use of our content. You may not copy, reproduce, distribute or reuse our content without our written permission, except as the law allows.

5. No licence. Nothing on our website or in our documents gives you any right in our marks, our protected methods or our content, beyond using the service as intended.

6. Reporting. To report suspected infringement, or for licensing enquiries, contact legal@cashxchain.com.

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CashXChain

General Terms & Conditions (AGB)

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> **Note:** This English version is a machine translation provided for convenience. The German original is the legally binding version.

1. Parties and scope. The operator of the CashXChain platform and the contracting party for all customer agreements is CashXChain UG (haftungsbeschränkt), a German company registered under HRB 34664 at Amtsgericht Traunstein. CashXChain UG operates the platform under a license from its holding company, CashXChain Inc. These terms govern the contract between CashXChain UG (haftungsbeschränkt) and you as a business customer. They apply only to businesses, meaning entrepreneurs within the meaning of § 14 Bürgerliches Gesetzbuch ↗ (Civil Code) and not to consumers. Your own terms and conditions do not apply, even if we do not expressly object to them.

2. Definitions. “Partner” means a licensed institution that performs a regulated payment, exchange, custody or settlement step. “Stablecoin” means the regulated tokens used for settlement, currently USDC, issued by Circle Internet Financial, and EURC, issued by Circle Mint Europe SAS, which is licensed as an electronic money institution by the ACPR (Banque de France) and under which EURC is classified as an electronic money token under Title III of MiCAR ↗. “Order” means an instruction to transfer value. “Account” means your account on the platform. “Business Day” means a day other than a Saturday, Sunday or public holiday in Bavaria, Germany. “Sanctioned Person” means a person or entity subject to applicable financial sanctions.

3. Our services. The platform lets you instruct cross-border business payments, receive funds and integrate this through our API. CashXChain™ operates the technology and orchestration layer. The regulated steps, meaning the conversion between currency and stablecoin, the holding of funds and the execution of the regulated payment or transfer, are performed by our Partner under the Partner’s own licence. CashXChain does not hold your funds.

4. Where we operate. We serve business customers established in the EU/EEA, the United Kingdom, the United States, and additional countries subject to Partner availability. We do not serve customers or process transfers connected with the jurisdictions listed in our Prohibited and Restricted Businesses List.

5. Who holds your money. CashXChain does not hold your funds. Where funds are held before or after a transfer, they are held by our Partner as the licensed institution, under its own safeguarding obligations.

6. Onboarding. Before you can transact, you and your beneficial owners must complete our and our Partner’s business identity and ownership verification. We may refuse to open, or may close, an account. The law may prevent us from giving you the reason.

7. Orders and execution. An order becomes binding when you confirm it and it passes our checks. You are responsible for making sure the recipient’s payment details are correct. You cannot cancel an order once our Partner has executed it and settlement on the blockchain is final and cannot be reversed.

8. Fees and exchange rates. Our fees and the reference rate we use are shown to you before you contract. The exchange rate applied to an order is the rate available at the time it is executed.

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9. Your obligations. You must use the platform lawfully and in line with our Acceptable Use Policy and our Prohibited and Restricted Businesses List. You must not send to or receive from a Sanctioned Person. You must give accurate details about the sender and the recipient of every transfer. Transfers are made only between accounts held at regulated providers, not to or from self-hosted wallets.

10. Settlement asset and risk. Settlement uses regulated stablecoins on public blockchains — Solana plus multiple EVM-compatible chains, including Polygon PoS, with additional networks added over time. You send and receive value in your own currency and do not hold crypto-assets, so in the ordinary flow you carry no direct crypto price exposure. A stablecoin can in rare cases lose its stable value and that residual risk sits with you. More detail is in our Crypto-Asset Risk Warnings.

11. Liability. Where a loss is caused by CashXChain, we are liable without limit for injury to life, body or health, for intent and gross negligence, and wherever the law makes liability mandatory. For simple negligence we are liable only for breach of an essential contractual duty (Kardinalpflicht), and then only for the foreseeable damage typical for this type of contract, limited in the aggregate to the lower of twelve months of the affected customer's fees or EUR 25,000 per event. Liability for simple negligence in respect of non-essential duties is excluded. Where a loss is caused by you — including your breach of these terms, misuse of the platform, incorrect or fraudulent data, or non-compliance with applicable law — you indemnify and hold CashXChain harmless against all claims, losses, penalties and costs, including reasonable legal fees.

12. Suspension, blocking and termination. As operator of the platform, we may suspend or restrict your access, block or decline transactions, close your account, or refuse service where we reasonably determine that any of the following applies: a suspected breach of these terms, the Acceptable Use Policy, or applicable law; suspected involvement in fraud, money laundering, terrorism financing, sanctions violations, or other financial crime; a request or requirement from a Partner or its regulator; an order or request from a competent authority; a reputational, security, or integrity risk to the platform or its users; KYB or verification issues, including failed re-verification, false information, or missing beneficial-ownership disclosure; payment default, chargeback abuse, or excessive dispute activity; or, at our reasonable discretion and on notice, any other legitimate business reason.

Depending on the severity of the circumstances, we may

- (i) suspend access immediately and without prior notice for good cause (aus wichtigem Grund) in serious cases,
- (ii) suspend access with reasonable notice, or
- (iii) terminate the relationship on the ordinary contractual notice period. We will act proportionately.

These measures are contractual platform-access controls, not regulatory freezing actions. CashXChain does not hold your funds; on suspension or termination, funds sit with the licensed Partner, and you may need to address the recovery or release of funds directly with that Partner. Either party may terminate for good cause. You may close your account at any time, once any pending orders are complete and subject to our record-keeping duties.

13. Changes to these terms. We may change these terms on at least two months' notice. If you do not object before the change takes effect, you are treated as having accepted it and we will tell you this clearly when we give notice. You may end the contract free of charge before the change takes effect.

14. Complaints. You can complain at complaints@cashxchain.com. We will acknowledge and respond within the time frames in our Complaints Procedure. If you are not satisfied, you may contact the competent authority named there.

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15. Governing law and jurisdiction. These Terms are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from or in connection with these Terms is Munich, Germany, to the extent permitted by law and where all parties are merchants (Kaufleute) within the meaning of the German Commercial Code (HGB).

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CashXChain

Website & Platform Terms of Use

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1. What these terms are. These terms govern access to and use of the CashXChain™ website, platform and API. They are not the contract for our payment service. That contract is our AGB, which applies once you contract for the service. If these terms and the AGB appear to conflict, the AGB apply.

2. Who may use the platform. The platform is for registered business entities only. You confirm you act for a business and are authorised to bind it.

3. Your account and security. You are responsible for keeping your login details safe and for activity under your account. Tell us straight away if you suspect unauthorised access. Our protections are summarised in our Security Statement and security researchers can report issues through our Responsible Disclosure page.

4. Acceptable use. Your use must follow our Acceptable Use Policy and our Prohibited and Restricted Businesses List.

5. The API. Use of the API is subject to our API Partner Terms, which pass our anti-money-laundering, sanctions, transfer-information and data-protection duties on to you where you build our service into your own product.

6. Intellectual property. The platform, its software and its content are protected as set out in our IP and Utility-Model Notice. Nothing here gives you any right in our marks or protected methods.

7. Data protection. We handle personal data as described in our Privacy Policy.

8. Availability and changes. We may change, suspend or withdraw platform features. Changes to the contract itself follow the AGB.

9. The documents that form the agreement. Once you contract, the AGB, the Acceptable Use Policy, the Prohibited and Restricted Businesses List, the Privacy Policy and, where relevant, the API Partner Terms and Data Processing Agreement together form the agreement. Their order in a conflict is set out in our Order-of-Precedence Note.

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CashXChain

Acceptable Use Policy

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 23 JULY 2026

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This policy governs what you may and may not do when using the CashXChain™ platform. It forms part of our Website and Platform Terms of Use and, once you contract for the service, our AGB. By accessing or using the platform you agree to this policy.

1. Intended Use

The CashXChain platform is designed for legitimate business-to-business payment and value transfer purposes. It enables businesses to initiate and receive cross-border payments, to integrate payment functionality into enterprise systems through the API, and to access transaction records for accounting purposes.

To use the platform, your business must be legally registered in a jurisdiction in which we operate, must complete our business identity and ownership verification process before initiating transactions, and must use the platform solely in the name and for the benefit of the registered business entity.

2. Permitted Uses

You may use the platform for:

- Sending and receiving cross-border business payments on behalf of your registered entity, including payments to suppliers, contractors, and service providers in the corridors in which the platform operates.
- Integrating payment initiation and receipt functionality into your own enterprise systems through the published API, subject to our separate API Partner Terms.
- Accessing transaction records and accounting exports for the purpose of lawful financial reporting and tax compliance.
- Managing payment flows to sub-contractors or suppliers where you hold documented authority to initiate payments on their behalf.

3. Prohibited Uses

The following activities are strictly prohibited. This list is not exhaustive. We may prohibit additional activities where we reasonably determine that they create legal, regulatory, financial crime, operational, or reputational risks. If you are uncertain whether a use is permitted, contact compliance@cashxchain.com before proceeding.

Financial crime: Using the platform to launder proceeds of crime, to finance terrorism or the proliferation of weapons of mass destruction, or to conduct any activity that violates the German Money Laundering Act (Geldwäschegesetz ↗ – GwG), EU Directive 2018/843 on the prevention of money laundering, or the

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FATF Recommendations.

- Initiating, receiving, or facilitating transfers that involve a person or entity whose assets are subject to a freeze order under EU, UN, or applicable national sanctions, including transfers in which a sanctioned party is the ultimate beneficiary of funds, even where they are not the named counterparty in the instruction.
- Structuring transactions — that is, splitting payments or timing transfers to avoid applicable reporting thresholds or to circumvent monitoring obligations.
- Providing inaccurate or false information about the originator, beneficiary, or purpose of a payment for the purpose of evading the information requirements under Regulation (EU) 2023/1113 ↗.
- Tax evasion, customs fraud, or any deliberate concealment of assets from competent tax or customs authorities.

Prohibited business activities:

Businesses and activities in the following categories are not permitted to use the platform: sale of unlicensed weapons or military equipment; trade in controlled substances or narcotics and equipment for producing or concealing them; unlicensed gambling or betting operations; unlicensed money services, payment intermediaries or currency exchanges; adult services and sexually explicit content; businesses that promote or facilitate pyramid schemes, Ponzi schemes, recruitment-based multi-level marketing, or unregistered investment products; businesses operating in jurisdictions subject to comprehensive EU or UN trade sanctions at the time of the transaction; beneficial ownership arrangements designed to conceal the true owner of funds from our verification processes.

Our Prohibited and Restricted Businesses List is the authoritative and complete statement of the businesses and activities that may not use the platform, or may use it only on conditions. It forms part of this policy, is updated from time to time, and should be reviewed periodically by users of the platform.

Technical misuse: Attempting to access accounts, infrastructure, or data you are not authorised to access. Introducing malicious code, conducting denial-of-service attacks, or exploiting security vulnerabilities. Using automated tools to access the platform outside the terms of an authorised API agreement. Circumventing transaction controls, rate limits, or security features implemented to satisfy regulatory obligations.

4. Your Obligations Regarding Payment Information

When you initiate a transfer, you confirm that the payment account identifier you have provided for the beneficiary is correct and belongs to the person or entity you intend to pay. Where our platform offers a payee name verification service and that service indicates a discrepancy between the name you have provided and the name associated with the account identifier, your decision to proceed despite that notification affects the allocation of liability between you and us under applicable law. Details are set out in our AGB.

Where a transfer involves crypto-asset elements, including stablecoin-linked payment rails, you must provide accurate originator and beneficiary information as required under Regulation (EU) 2023/1113; failure to provide this information may result in the transfer being delayed or declined.

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5. Enforcement

Our role. CashXChain UG (haftungsbeschränkt) is the operator of the platform. It is not an obliged entity (Verpflichteter) within the meaning of § 2 GwG, has no direct reporting obligation under § 43 GwG, and no freezing obligation under § 46 GwG. Those obligations are carried out by our licensed Partner institutions within their own regulatory perimeter. The measures in this section are contractual platform-access controls based on our rights as platform operator, not regulatory actions.

Grounds for action. We may suspend or restrict your access to the platform, block or decline transactions, close your account, or refuse service where we reasonably determine that any of the following applies:

- a suspected breach of this policy, our AGB or Website and Platform Terms of Use, or applicable law;
- suspected involvement in fraud, money laundering, terrorism financing, sanctions violations, or other financial crime;
- a request or requirement from a licensed Partner or its regulator;
- an order or request from a competent authority;
- a reputational, security, or integrity risk to the platform or its users;
- KYB or verification issues, including failed re-verification, false information, or missing beneficial-ownership disclosure;
- payment default, chargeback abuse, or excessive dispute activity;
- at our reasonable discretion, on notice, for any other legitimate business reason.

How we act. Depending on the severity of the circumstances, we may (i) suspend access immediately and without prior notice for good cause (aus wichtigem Grund) in serious cases, (ii) suspend access with reasonable notice, or (iii) terminate the business relationship on the contractual notice period set out in our AGB. We will act proportionately to the circumstances.

Funds. CashXChain does not hold your funds. Where funds are held before or after a transfer, they sit with the licensed Partner institution. If your access is suspended or terminated, you may need to address the recovery or release of any funds directly with that Partner.

Transaction holds and tipping-off. Where a transaction must be held or delayed under § 46 GwG following a suspicious-activity report, this is carried out by the licensed Partner as the obliged entity. Where the tipping-off prohibition in § 47 GwG or equivalent law applies, neither we nor the Partner may inform you that a report has been made or that an investigation is underway.

Voluntary reporting. While CashXChain is not a Verpflichteter under § 2 GwG and has no direct FIU reporting obligation, we reserve the right to make voluntary reports to competent authorities — including criminal complaints under § 158 StPO and voluntary suspicious-activity reports under § 261 (8) StGB — where we identify indicators of money laundering, terrorism financing, sanctions evasion, fraud, or other serious criminal activity. We do so in good faith and independently of any regulatory obligation. Where the law prevents us from informing you that such a report has been made, we will not do so.

Review requests. If your account is suspended or restricted, you may contact us at compliance@cashxchain.com to request a review of the decision. We may be unable to provide detailed reasons where disclosure would violate applicable law, regulatory requirements, confidentiality obligations, or restrictions relating to ongoing investigations.

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Updates

We may revise this policy in response to regulatory changes or changes to our services. The current version will always be published on our Legal Center. For material changes, notice will be provided in accordance with our AGB. Continued use of the platform following a revision constitutes acceptance.

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CashXChain

Prohibited & Restricted Businesses

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

This list sets out the businesses and activities that may not use the platform, or may use it only on conditions. It forms part of our Acceptable Use Policy. The Acceptable Use Policy governs how a permitted business must behave. This list governs who may use the platform at all.

1. Prohibited businesses. These may not use the platform, whatever their conduct: unlicensed weapons or military equipment; controlled substances or narcotics and equipment for producing or concealing them; unlicensed gambling or betting; unlicensed money services, payment intermediaries or currency exchanges; pyramid and Ponzi schemes, recruitment-based multi-level marketing and unregistered investment products; adult services and sexually explicit content; businesses established in, or linked to, jurisdictions under comprehensive trade sanctions at the time of the transaction; arrangements built to hide the true owner of funds from our checks.

2. Restricted businesses. These may use the platform only after extra checks and on conditions we set case by case: dealers in precious metals, stones or other high-value goods; businesses that handle third-party funds; businesses in sectors we assess as higher risk for financial crime. We may decline any of these where the risk is too high for us.

3. Restricted jurisdictions. We do not onboard customers established in, or process transfers connected with, the jurisdictions listed in our Legal Center. That list reflects sanctions and our own risk assessment and it changes as those change.

4. How we apply and update this list. This list is not exhaustive. We may add categories that create legal, regulatory, financial-crime, operational or reputational risk. The current version is always in our Legal Center. If you are unsure whether your business is affected, contact us at compliance@cashxchain.com before onboarding.

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CashXChain

Privacy Policy

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 23 JULY 2026

Note: This English version is a machine translation provided for convenience. The German original is the legally binding version.

This policy explains how CashXChain UG (haftungsbeschränkt) processes personal data when you use the CashXChain platform, our website and our application programming interface (API). Our services are for business customers only.

1. Controller. The controller responsible for your data is CashXChain UG (haftungsbeschränkt), Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany. You can reach us at privacy@cashxchain.com, which is also our contact point for data protection matters.

2. What we collect and where it comes from. From you, at signup and during the relationship, we collect details about your company and its representatives, including company name, registration details, address, the identity and role of authorised users and beneficial ownership information. Identity verification is performed by our licensed Partners under their own KYC/KYB frameworks; we receive the verification results and the data necessary to record the outcome. If you choose to sign in using a third-party provider (Google, Apple, Microsoft, GitHub or LinkedIn), we receive the basic account information you authorise that provider to share. When you send or receive payments we collect transaction data, including amounts, currencies, timestamps, references and counterparty identifiers. We also receive information about the payees your company pays.

3. Why we process your data and on what legal basis. We process your data to provide the service, on the basis of our contract with you under Article 6(1)(b) General Data Protection Regulation (GDPR) ↗. We process it to comply with legal obligations to which we are subject, such as tax and commercial record-keeping, under Article 6(1)(c) GDPR. We process it for fraud prevention, network and platform security, the safety of the service, and to make voluntary reports to and cooperate with competent authorities where we identify indicators of serious crime, on the basis of our legitimate interests under Article 6(1)(f) GDPR. Where we rely on your consent, the basis is Article 6(1)(a) GDPR and you can withdraw it at any time. The anti-money-laundering, sanctions and transfer-information obligations that apply to the regulated steps are met by our licensed Partners under their own regulatory obligations; where information must accompany a transfer, it is used only to prevent, detect and investigate money laundering and terrorist financing and for no other purpose.

4. Who receives your data. We share data with providers who process it on our instructions, including our identity-verification, hosting and analytics providers, listed in our Sub-processor List. We use Cloudflare Web Analytics, a cookieless tool that processes limited data such as your IP address for country-level geolocation (not stored), on the basis of our legitimate interests under Article 6(1)(f) GDPR. We share data with the licensed Partner that performs the conversion, custody and settlement steps, which is responsible for that data in its own right and which meets the applicable regulatory reporting obligations, including any reporting to the German Financial Intelligence Unit. We may also disclose data to competent authorities where we make a voluntary report of suspected serious crime or are otherwise required to do so by law.

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5. The blockchain. Settlement uses regulated stablecoins on public blockchains — Solana plus multiple EVM-compatible chains, including Polygon PoS, with additional networks added over time. Only technical transaction data and wallet addresses reach the blockchain, not your customers' names or contact details. Because entries on a public blockchain cannot be changed or deleted, your right to have data erased cannot extend to anything recorded on the blockchain. It still applies to the data we hold off the blockchain.

6. Payees who are not our customers. When your company pays a payee, we hold some personal data about that payee even though they are not our customer. We make the information in this policy available to them here. Contacting every payee individually would involve disproportionate effort, so we rely on the exemption the GDPR allows in that situation.

7. Sending data outside Europe. Where we or our partners process data outside the European Economic Area, we use the safeguards European data protection law requires. For countries without an adequacy decision we use the European Commission's Standard Contractual Clauses, together with a transfer risk assessment and any further measures needed. Destinations and their safeguards are in our Sub-processor List.

8. How long we keep it. We keep accounting records for the periods German tax and commercial law require. Where we make a voluntary report to an authority, we keep the related records for as long as necessary for that purpose and to establish, exercise or defend legal claims. The five-year retention of anti-money-laundering and transfer records that applies to the regulated steps is met by our licensed Partners as the obliged entities. Otherwise we keep data only as long as we need it, then delete or anonymise it.

9. Your rights. You have the rights to access your data, to have it corrected or erased, to restrict or object to its use and to receive it in a portable form, subject to data we must keep by law. You may also complain to a data protection supervisory authority under Article 77 GDPR. The authority for our seat is the Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) ↗, Promenade 18, 91522 Ansbach, Germany.

10. Automated decisions. Our systems may flag a transaction or account for review. Where a decision to restrict or suspend your access to the platform, or to decline a transaction, would significantly affect you, it is not made by automated means alone. A person reviews it before it is final and you may ask us to review it, unless the law prevents us from explaining the reason. Any freezing of funds is a matter for the licensed Partner that holds the funds, under its own obligations.

11. Cookies. How we use cookies and how you control them is set out in our Cookie Policy.

12. Security. We protect your data with technical and organisational measures suited to the risk, summarised in our Security Statement.

13. Changes. We publish the current version in our Legal Center and keep earlier versions in our Versioned Terms Archive with the dates each applied.

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CashXChain

Cookie Policy

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 23 JULY 2026

Note: This English version is a machine translation provided for convenience. The German original is the legally binding version.

Applies to: cashxchain.com, app.cashxchain.com, auth.cashxchain.com, dev.cashxchain.com, docs.cashxchain.com, demo.cashxchain.com and their sandbox equivalents (*.sandbox.cashxchain.com).

1. Introduction

This Cookie Policy explains how CashXChain Inc. (Delaware, USA) and its operating entity CashXChain UG (haftungsbeschränkt) (Feldkirchen-Westerham, Germany) — together "CashXChain", "we", "us" — use cookies and similar technologies on our websites and web applications listed above.

It should be read together with our Privacy Policy, which explains how we process personal data more generally. This document describes *what* is stored on your device, *why*, for *how long*, and *how you can control it*.

2. Summary — what we do and do not do

We do not use advertising, marketing, or cross-site tracking cookies. We run no Google Analytics, Google Tag Manager, Meta/Facebook Pixel, LinkedIn Insight, or comparable third-party analytics or ad-tech on any CashXChain property. We do not sell or share personal data with advertisers.

The cookies we set fall into three groups only:

- Strictly necessary — required to sign you in and keep your session secure. These cannot be switched off.
- Functional — remember minor preferences such as language and interface layout.
- Security / anti-abuse — provided by our infrastructure partner Cloudflare to protect against bots and fraud.

Our public marketing site (cashxchain.com) sets **no cookies at all** on a normal visit; a language cookie is written only if you actively switch language, and your theme choice is stored in your browser's local storage (not a cookie).

3. What are cookies and similar technologies?

A cookie is a small text file placed on your device by a website. Cookies can be **session** (deleted when you close the browser) or **persistent** (kept for a defined period). A **first-party** cookie is set by the site you are visiting; a **third-party** cookie is set by another domain.

We also use **similar technologies** that are not cookies but are treated the same way under EU law — chiefly the browser's *localStorage*. These are listed in Section 7.

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4. Strictly necessary cookies

Set by our authentication service (auth.cashxchain.com, powered by our self-hosted Better Auth on Cloudflare). They are essential to log you in, keep you logged in across our sub-domains, and protect your account. Without them the service cannot function, so they are exempt from consent. In production these names carry a **__Secure-** prefix and are served only over HTTPS (Secure, HttpOnly, SameSite=Lax). Example names below use the sandbox prefix *cxc-sandbox*; production uses the equivalent production prefix.

Cookie / key	Provider	Purpose	Duration
cxc-sandbox.session_token	CashXChain (auth)	Maintains your authenticated login session.	7 days (refreshed daily)
cxc-sandbox.session_data	CashXChain (auth)	Short-lived cached copy of session data to reduce database lookups.	5 minutes
cxc-sandbox.dont_remember	CashXChain (auth)	Records that you chose not to stay signed in, so the session ends when the browser closes.	Session
cxc-sandbox.oauth_state	CashXChain (auth)	CSRF, PKCE and nonce protection during social sign-in (Google, Apple, Microsoft, GitHub, LinkedIn).	Transient (deleted when sign-in completes)
cxc-sandbox.two_factor	CashXChain (auth)	Carries state while you complete two-factor (2FA) verification.	Transient
cxc-sandbox.trust_device	CashXChain (auth)	Set only if you choose “trust this device” so 2FA is not re-prompted on it.	Up to ~60 days
cxc-sandbox passkey challenge	CashXChain (auth)	One-time challenge during passkey / WebAuthn registration or login.	Transient
cxc-sandbox.admin_session	CashXChain (auth)	Only present when authorised staff (admin/compliance/support) securely act on an account.	Session

Note: the 2FA, passkey and staff cookies appear only for users who actually use those features. The “up to ~60 days” trust-device duration is the framework default and should be confirmed against the final production configuration.

5. Functional cookies

These remember minor choices to improve your experience. They hold no identifying or tracking data.

Cookie / key	Provider	Purpose	Duration
NEXT_LOCALE	CashXChain (website)	Remembers your language choice (English / German). Written only when you actively switch language.	1 year
sidebar_state	CashXChain (web app)	Remembers whether the dashboard sidebar is expanded or collapsed.	7 days

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6. Security and anti-abuse cookies (Cloudflare)

All CashXChain domains are served through Cloudflare, our infrastructure and security provider. Cloudflare sets its own cookies at the network edge to protect the service against bots, abuse and fraud. We also use **Cloudflare Turnstile** (a privacy-preserving CAPTCHA alternative) on sign-in, sign-up, password-reset and the contact form. These are provided by Cloudflare, Inc. and are treated as third-party.

Cookie / key	Provider	Purpose	Duration
__cf_bm	Cloudflare	Bot-management: distinguishes humans from automated traffic. Cannot be read by page scripts (HttpOnly).	30 minutes
cf_clearance	Cloudflare / Turnstile	Records that your browser passed a security challenge, so you are not re-challenged.	~30 minutes (set only if challenged)
_cfuvid / __cfruid	Cloudflare	Supports Cloudflare rate-limiting rules; not used for cross-site tracking.	Session

As deployed, Turnstile uses server-side verification ("siteverify") and issues a one-time token; Cloudflare's pre-clearance cookie mode is not enabled. Cloudflare states these cookies do not track individuals across unrelated sites. See Cloudflare's cookie documentation for the authoritative, current list.

7. Third-party sign-in providers

If you choose to sign in with Google, Apple, Microsoft, GitHub or LinkedIn, that provider will set its own cookies on its own domain during the sign-in redirect, under its own privacy and cookie policies. CashXChain does not control those cookies and receives only the account information you authorise. If you sign in with an email and password instead, no third-party sign-in cookies are involved.

8. Similar technologies (local storage)

The following are stored in your browser's local storage rather than as cookies. They are not transmitted to our servers and remain on your device until cleared.

Key	Purpose	Where
cashxchain-theme	Remembers your light / dark / system theme preference.	Marketing site & web app (localStorage)
Session cache (Better Auth)	Client-side cache of non-sensitive session state for performance.	Web app (localStorage)

9. Legal basis

Under the EU ePrivacy Directive and the German TDDDG (formerly TTDSG), storing or reading information on your device requires your consent unless it is strictly necessary to provide the service you requested. We rely on:

• Strict necessity — for the authentication and security cookies in Sections 4 and 6, which are required to deliver a service you have asked for and to keep it secure.

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- Consent (Art. 6(1)(a) GDPR ↗ / § 25(1) TDDDG) — where required for non-essential cookies. Because we currently deploy no analytics or advertising cookies, no consent banner is required for those categories; functional cookies are minimal and privacy-neutral.

If analytics or marketing technologies are added in future, a compliant consent-management banner (opt-in, granular, with easy withdrawal) must be implemented before they are activated, and this policy must be updated accordingly.

10. How to manage or delete cookies

You can control cookies through your browser settings — view, delete, or block them. Blocking strictly necessary cookies will prevent you from signing in and using the web application.

- Chrome: Settings → Privacy and security → Third-party cookies / Site data.
- Safari: Settings → Privacy → Manage Website Data.
- Firefox: Settings → Privacy & Security → Cookies and Site Data.
- Edge: Settings → Cookies and site permissions.

You can also sign out at any time from your account menu, which clears your session cookies.

11. Changes to this policy

We may update this Cookie Policy to reflect changes to our technologies or legal obligations. Material changes will be dated at the top of this document and, where required, notified to you.

12. Contact

CashXChain UG (haftungsbeschränkt) — Munich, Germany

CashXChain Inc. — Delaware, USA (holding)

Email: privacy@cashxchain.com

Website: https://cashxchain.com ↗

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CashXChain

Sub-processor List

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

What this list is

A sub-processor is a provider that processes personal data on CashXChain's behalf and on our instructions, under a data processing agreement that meets Article 28 GDPR ↗. This page lists our current sub-processors, what they do, where they process data, and the safeguards that apply to any transfer outside the European Economic Area (EEA).

Infrastructure sub-processors

Sub-processor	Purpose	Location of processing	Transfer safeguard
Cloudflare, Inc.	CDN, DNS, DDoS protection, edge compute (Workers, D1, R2, KV), bot protection (Turnstile), and cookieless web analytics	United States and global edge network	EU Standard Contractual Clauses + transfer risk assessment
Amazon Web Services, Inc. (AWS)	Cloud hosting and storage of platform data	eu-central-1 (Frankfurt, Germany)	Processed in the EEA; SCCs where any processing occurs outside the EEA
Google LLC (Google Workspace)	Business email, calendar, documents and related productivity/identity services	United States and EU	EU Standard Contractual Clauses
Resend	Transactional email delivery (e.g. account and security notifications)	United States	EU Standard Contractual Clauses

Social-login identity providers

If you choose to sign in with Google, Apple, Microsoft, GitHub or LinkedIn, that provider processes your data as an independent controller under its own terms during the sign-in process. These are not CashXChain sub-processors.

Mobile app distribution

Our mobile apps are distributed through Google Play (Google LLC) and the Apple App Store (Apple Inc.). Where you download or use the apps through those stores, the store operator processes data under its own terms as an independent controller.

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Licensed Partners are independent controllers

The licensed institutions that perform the regulated payment, conversion, custody and settlement steps (see our Regulatory Status & Partner Disclosure) are not sub-processors. They process personal data in their own right as independent controllers, under their own regulatory and data-protection obligations.

Identity verification

Onboarding and identity verification are performed by our regulated Partners in accordance with their own KYC/KYB and AML obligations. There is no separate identity-verification sub-processor engaged by CashXChain.

International transfers

Where a sub-processor processes personal data outside the EEA, and the destination is not covered by an adequacy decision, we rely on the European Commission’s Standard Contractual Clauses together with a transfer risk assessment and any further measures needed. This mirrors Section 7 of our Privacy Policy.

Changes

We keep this list current in our Legal Center. When we add or replace a sub-processor, we update this page and, where a data processing agreement requires it, give business customers advance notice so they may object. Questions: privacy@cashxchain.com.

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CashXChain

Data Processing Agreement (DPA)

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

Parties. This Data Processing Agreement (“DPA”) is between the customer identified in the Agreement (the “Controller”) and CashXChain UG (haftungsbeschränkt), Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany (the “Processor”). It forms part of the Agreement and applies where the Processor processes personal data on behalf of the Controller under Article 28 GDPR ↗.

1. Definitions. Terms such as “personal data”, “processing”, “controller”, “processor”, “sub-processor”, “data subject” and “personal data breach” have the meanings given in the GDPR.

2. Subject matter and duration. The subject matter, nature and purpose of the processing, the types of personal data and the categories of data subjects are set out in Annex 1. Processing continues for the term of the Agreement.

3. Instructions. The Processor processes personal data only on the Controller’s documented instructions, including as to international transfers, unless required otherwise by law, in which case it informs the Controller unless the law prohibits this. The Processor informs the Controller if it considers an instruction infringes data protection law.

4. Confidentiality. The Processor ensures that persons authorised to process the personal data are bound by an obligation of confidentiality.

5. Security. The Processor implements the technical and organisational measures required by Article 32 GDPR, as described in Annex 2 (our Security Statement).

6. Sub-processors. The Controller gives general authorisation for the Processor to engage the sub-processors listed in our Sub-processor List (Annex 3). The Processor informs the Controller of intended changes and gives the Controller the opportunity to object. The Processor imposes data-protection obligations on each sub-processor equivalent to those in this DPA and remains liable for its sub-processors.

7. Data subject rights. Taking account of the nature of the processing, the Processor assists the Controller by appropriate measures to respond to requests to exercise data subject rights.

8. Assistance. The Processor assists the Controller in ensuring compliance with its obligations under Articles 32 to 36 GDPR (security, breach notification, data protection impact assessments and prior consultation), taking into account the information available to the Processor.

9. Personal data breach. The Processor notifies the Controller without undue delay after becoming aware of a personal data breach affecting the Controller’s personal data, with the information the Controller reasonably needs to meet its own obligations.

10. Deletion or return. On termination of the services, the Processor deletes or returns all personal data at the Controller’s choice, and deletes existing copies, unless the law requires storage.

11. Audits. The Processor makes available to the Controller the information necessary to demonstrate compliance with Article 28 GDPR and allows for and contributes to audits, including inspections, conducted by the Controller or an auditor it mandates, subject to reasonable confidentiality and security

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conditions.

12. International transfers. Where processing involves a transfer of personal data outside the EEA to a country without an adequacy decision, the transfer is made under the European Commission’s Standard Contractual Clauses together with any further measures required.

13. Liability. Liability under this DPA is governed by Article 82 GDPR and the liability provisions of the Agreement.

14. Governing law. This DPA is governed by German law. The place of jurisdiction is Munich, Germany, as far as the law allows.

Annex 1 — Details of the processing. Subject matter: provision of the CashXChain platform. Nature and purpose: hosting, transmitting and processing transaction and account data to deliver the service. Types of personal data: business representative and authorised-user identifiers, contact details, transaction data, and payee data. Categories of data subjects: the Controller’s authorised users and the payees it pays. Duration: the term of the Agreement.

Annex 2 — Technical and organisational measures. As set out in our Security Statement, as updated from time to time.

Annex 3 — Sub-processors. As set out in our Sub-processor List, as updated from time to time.

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CashXChain

Public AML Statement

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

1. Our commitment. CashXChain is committed to preventing money laundering and terrorist financing. CashXChain UG (haftungsbeschränkt) is not an obliged entity (Verpflichteter) within the meaning of § 2 GwG ↗; it therefore has no direct reporting obligation under § 43 GwG and no freezing obligation under § 46 GwG. The regulated steps in our service, and the anti-money-laundering obligations that attach to them — including customer due diligence, monitoring, suspicious-activity reporting and any freezing — are carried out by our licensed Partner institutions within their own regulatory perimeter. CashXChain operates the technology and orchestration layer, applies high standards, supports the Partners' controls, and cooperates fully with the Partners and the authorities. We retain, and exercise at our discretion, (i) broad contractual platform-access controls and (ii) voluntary reporting rights.

2. Standards we follow. As a matter of best practice, our internal anti-money-laundering programme is designed to standards drawn from German, European Union, United States, United Kingdom and Canadian law and the recommendations of the Financial Action Task Force (FATF).

3. Who is responsible. Although we are not statutorily required to appoint one, we have designated a Money Laundering Reporting Officer (MLRO) as a matter of best practice. The MLRO is Dr. Martin Israel, Managing Director, reachable through the contact below. A Deputy MLRO will be designated if and when we become an obliged entity or as the company grows.

4. Knowing our customers. Before a business relationship begins, we and our Partner verify the business and the people who own and control it. We do not transact with a business we cannot verify.

5. Sanctions. We screen customers, their owners and their counterparties against applicable sanctions lists and we refuse to deal where there is a confirmed match. Our full position is in our Public Sanctions Statement.

6. Monitoring and reporting. Our licensed Partners monitor transactions for signs of financial crime and make the reports required of them as obliged entities, including to the German Financial Intelligence Unit. Although CashXChain is not itself a Verpflichteter, we reserve the right to make voluntary reports to competent authorities — including criminal complaints under § 158 StPO and voluntary suspicious-activity reports under § 261 (8) StGB — where we identify indicators of money laundering, terrorism financing, sanctions evasion, fraud, or other serious criminal activity. We do so in good faith and independently of any regulatory obligation. Where the law prevents us from telling a customer that a report has been made, we will not do so.

7. Information that travels with transfers. Details of the sender and the recipient accompany every transfer, as the law requires. Transfers are made only between accounts held at regulated providers, not to or from self-hosted wallets. This is explained further in our Travel Rule Notice.

8. Records and training. The five-year retention of anti-money-laundering records that applies to the regulated steps is met by our licensed Partners as the obliged entities. We keep our own business and accounting records for the periods the law requires, together with records of any voluntary reports we make. Our staff receive anti-money-laundering training and our controls are reviewed regularly.

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9. Contact. You can reach our compliance function at compliance@cashxchain.com.

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CashXChain

Public Sanctions Statement

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

1. Our commitment. CashXChain does not do business with, and does not process transfers involving, persons or entities under applicable financial sanctions. We screen to prevent this and refuse to deal where there is a confirmed match.

2. The sanctions we apply. We screen against European Union, United Nations and applicable German and national sanctions.

3. What we screen and when. We screen customers, their beneficial owners and, where relevant, transaction counterparties, at onboarding, during the relationship and when sanctions lists change. Screening for the regulated step is carried out by our licensed Partner as part of its own obligations.

4. What happens on a match. Where a match is confirmed, we will block or refuse the transaction or the relationship as the law requires; where funds must be frozen, this is done by the licensed Partner that holds the funds. The law may prevent us from explaining the reason.

5. No circumvention. We do not act on instructions designed to evade sanctions, including transfers where a sanctioned party is the real beneficiary even if not the named counterparty, and including splitting or timing transfers to get around controls.

6. Contact. Questions about this statement can be sent to compliance@cashxchain.com.

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CashXChain

KYC / KYB Notice

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

This page explains, in plain language, what we check before and during your use of the platform and why. Because our customers are businesses, our main checks are on the business, with identity checks on the people who represent and own it.

1. Why we verify. Knowing who our customers are before they transact is essential to prevent money laundering and terrorist financing. Verification follows the customer due diligence standards set out in §§ 10 to 14 of the German Anti-Money Laundering Act (Geldwäschegesetz ↗, GwG), applied through our regulated Partners.

2. What we collect. Your company's registration details, its address and evidence that it is genuinely trading; the identity of the people authorised to act for it; the identity of its beneficial owners, meaning the people who ultimately own or control it; and identity documents to confirm those people.

3. When we check. We verify before you can transact. We may check again during the relationship, when your circumstances change, or when a review is due.

4. Who carries out the checks. Onboarding and identity verification are performed by our regulated Partners in accordance with their own KYC/KYB and AML obligations, to a regulated standard. We receive the outcome of those checks.

5. If you do not provide the information. If your business or its owners cannot be verified, we cannot onboard you and we may suspend or close an existing account. The law may prevent us from explaining the reason in full.

6. Your data. How we handle this data, how long we keep it and your rights are set out in our Privacy Policy.

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CashXChain

Travel Rule Notice

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

1. Why sender and recipient details travel with your payment. When you send or receive a transfer, information about the sender and the recipient is attached to it. This is required by Regulation (EU) 2023/1113 ↗, known as the Travel Rule.

2. What information is attached. For each transfer this includes the name, the account or wallet identifier and the address or equivalent details of both the sender and the recipient. We collect this at onboarding and when you instruct a transfer.

3. What we use it for. This information is used only to prevent, detect and investigate money laundering and terrorist financing. It is not used for anything else.

4. Missing information. If a transfer arrives without the required information, or we cannot obtain it, the transfer may be delayed, rejected or returned, and it may count towards deciding whether a transfer is suspicious.

5. Self-hosted wallets. Transfers are made only between accounts held at regulated providers, not to or from self-hosted wallets.

6. Your data. How we handle this data, including how long we keep it and your rights, is in our Privacy Policy.

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CashXChain

Conflicts-of-Interest Disclosure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

This statement explains where our interests could clash with yours and how we manage that so you are not disadvantaged.

1. Where a conflict could arise. We earn revenue from a transaction fee and from the margin on the exchange rate applied when your payment is converted for settlement. Because we choose the route and timing of that conversion, our interest in the margin could in principle sit against your interest in the best rate. We may also have commercial relationships with the Partners whose routes we use.

2. How we manage it. Our routing chooses the path on objective grounds of cost, speed and compliance, not on which Partner is most profitable for us. We show our fee and the exchange-rate reference before you contract, so the price is clear in advance. We do not trade against our clients.

3. Review. We review this statement and the policy behind it at least once a year and update it if our arrangements change.

4. Contact. Questions can be sent to compliance@cashxchain.com.

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CashXChain

Crypto-Asset Risk Warnings

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

Settlement on the platform uses regulated stablecoins. Please read these risks before you use the service.

1. You transact in your own currency, but settlement uses stablecoins. In the ordinary flow you send and receive value in your own currency and do not hold crypto-assets. Settlement happens in the background using USDC, issued by Circle Internet Financial, and EURC, issued by Circle Mint Europe SAS, on public blockchains — Solana plus multiple EVM-compatible chains, including Polygon PoS, with additional networks added over time.

2. A stablecoin can lose its value. A stablecoin is designed to hold a steady value, but that is not guaranteed and it can in rare cases lose its stable value. That residual risk sits with you.

3. Settlement is final. Once a transfer settles on the blockchain it cannot be reversed. Check the recipient details before you confirm.

4. Technology and network risk. Blockchain networks can face congestion, outages or technical faults that delay settlement.

5. Where your funds sit. Funds in the flow are held by our licensed Partner, not by CashXChain. Their safety depends on the Partner meeting its safeguarding duties.

6. The rules may change. The rules for crypto-assets and stablecoins are still developing and may change in ways that affect the service.

7. Issuer information. The issuers of the stablecoins used to publish reserve and transparency information, including regular third-party attestations and reserve disclosures. You can review it at https://www.circle.com/transparency ↗.

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Incident Notification Policy

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

This policy explains how and when we notify our customers and the authorities about service outages, security incidents and personal data breaches.

1. Scope. This policy covers unplanned service outages, security incidents, and personal data breaches affecting the CashXChain platform.

2. Personal data breaches. Where we act as controller and a breach is likely to result in a risk to individuals, we notify the competent supervisory authority (the Bayerisches Landesamt für Datenschutzaufsicht ↗) without undue delay and, where feasible, within 72 hours of becoming aware of it, in line with Article 33 GDPR ↗. Where a breach is likely to result in a high risk to individuals, we notify the affected individuals without undue delay, in line with Article 34 GDPR. Where we act as processor for a business customer, we notify that customer without undue delay so it can meet its own obligations.

3. Service outages. We inform affected customers of significant unplanned outages, with the impact and the expected time to resolution, and we confirm when service is restored.

4. Security incidents. We investigate, contain and remediate security incidents, and we notify affected customers and authorities where the law or a contract requires it.

5. What our notifications contain. Where applicable, a notification describes the nature of the incident, its likely consequences, the measures taken or proposed, and a contact point for more information.

6. How we notify. We notify the account contact by email and, for wide-reaching incidents, publish updates on our status page.

7. Contact. Report a suspected incident to security@cashxchain.com; data-protection questions can be sent to privacy@cashxchain.com.

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Environmental Disclosure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

This page describes the environmental impact of the blockchains used to settle transactions on the platform. Every figure below is attributed to its published source; we do not produce our own energy estimates.

1. The networks. Settlement uses Solana plus multiple EVM-compatible chains, including Polygon PoS, with additional networks added over time. These networks secure transactions with a proof-of-stake mechanism, which uses far less energy than proof-of-work networks such as Bitcoin.

2. Solana. The Solana Foundation publishes an energy use report prepared with the Crypto Carbon Ratings Institute (CCRI) ↗, an independent research institute that measures blockchain energy consumption. Its September 2024 Energy Impact Report ↗ puts the network at approximately 0.00412 watt-hours per transaction and roughly 8,755 MWh of electricity per year, with an estimated footprint of about 2,671 tonnes CO_2 for 2024 — a reduction of around 69% against the previous year. Live figures, including the emissions methodology aligned to MiCAR ↗ sustainability-indicator reporting, are published on the Solana climate dashboard ↗. Earlier reports are collected on the Solana energy use reports index ↗ .

3. Polygon PoS. Polygon Labs publishes a sustainability dashboard ↗ built with CCRI. CCRI's Polygon energy and carbon footprint report ↗ measured the Polygon PoS network at roughly 109,213 kWh per year, with the overwhelming majority of the historical footprint attributable to the underlying Ethereum base layer rather than to Polygon PoS itself; that base-layer share fell by approximately 99.99% when Ethereum moved to proof of stake.

4. Comparison with proof of work. The scale difference is not marginal. The Cambridge Bitcoin Electricity Consumption Index (CBECI) ↗, maintained by the Cambridge Centre for Alternative Finance at the University of Cambridge Judge Business School, tracks Bitcoin's annualised electricity consumption in the order of well over a hundred terawatt-hours per year; its methodology ↗ and the underlying improved assessment ↗ are published in full. The proof-of-stake networks we settle on consume a very small fraction of that.

5. What we do not claim. We do not operate validators, we do not purchase or retire carbon credits in our own name, and we make no carbon-neutrality claim for CashXChain. Any offsetting referenced in the sources above is carried out by the respective network foundations, not by us. Figures are those of the cited third parties as at the dates stated in their reports; networks and figures change, and the linked sources carry the current numbers.

6. Updates. We review this information at least once a year, and sooner if there is a material change such as a switch of network or a significant change in energy use. This page shows the date it was last reviewed.

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API Partner Terms

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

These terms govern use of the CashXChain™ API by partners who embed our infrastructure into their own products. They form part of, and are subject to, our Website and Platform Terms of Use.

1. Licence. We grant you a non-exclusive, non-transferable, revocable right to access and use the API in accordance with our documentation and these terms.

2. Eligibility. You must be a registered business and must complete our and our Partners' onboarding and verification before using the API in production.

3. Your compliance obligations (pass-through). Where you build our service into your own product, you must comply with, and pass on to your own users, our requirements on anti-money-laundering, sanctions, the transfer-information requirements of Regulation (EU) 2023/1113 ↗, and data protection. You must ensure identity verification is completed through our regulated Partners, and you must not enable any business or activity listed in our Prohibited and Restricted Businesses List.

4. API credentials and security. You are responsible for keeping your API keys secure and for all activity under them. You must notify us without undue delay if you suspect a credential has been compromised.

5. Acceptable use. Your use must follow our Acceptable Use Policy. You must not exceed published rate limits or circumvent transaction controls, rate limits or security features.

6. Data protection. Where you process personal data through the API, you do so as an independent controller or, where applicable, under a data processing agreement with us. Each party complies with applicable data protection law.

7. Intellectual property. These terms grant a licence to use the API only. All intellectual property in the platform and the API remains ours, as set out in our IP and Utility-Model Notice.

8. Suspension and termination. We may suspend or restrict your API access, block or decline transactions, or terminate these terms on the grounds and in the manner set out in Section 5 (Enforcement) of our Acceptable Use Policy. These are contractual platform-access controls.

9. Fees and commercial terms. Commercial terms, fees, and service-level commitments are set out in a separate Order Form or Commercial Agreement executed between the parties and referenced by these API Partner Terms.

10. Changes. We may change these terms and the API on reasonable notice, or immediately where required for security, legal or regulatory reasons.

11. Governing law. These Terms are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from or in connection with these Terms is Munich, Germany, to the extent permitted by law and where all parties are merchants (Kaufleute) within the meaning of the German Commercial Code (HGB).

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Security Statement

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 24 JULY 2026

This statement summarises the technical and organisational measures we use to protect the CashXChain platform and the data on it. It is a public summary; it does not disclose internal procedures.

1. Our approach. Security is built into how we design, build and run the platform. We apply measures appropriate to the risk, in line with Article 32 GDPR ↗, and review them regularly.

2. Encryption. All traffic to and from our platform is encrypted in transit using TLS 1.3, terminated at Cloudflare's edge. Data at rest is encrypted using AES-256.

3. Authentication and access. We protect accounts with multi-factor authentication, including support for passkeys (WebAuthn), and optional sign-in through established identity providers. Authentication is handled by our self-hosted authentication service. Internal access to systems and data uses role-based access control, enforces multi-factor authentication on all internal systems, follows the principle of least privilege, and is recorded through audit logging.

4. Network and infrastructure security. Our platform operates behind Cloudflare, which provides TLS, a web application firewall, DDoS protection, bot management and a privacy-preserving challenge (Turnstile). The platform is hosted with Amazon Web Services in the eu-central-1 (Frankfurt) region.

5. Secure development. We follow secure development practices, including code review and dependency management. An independent security design review was conducted by Certora in Q2 2026, covering the Rust/Axum backend architecture and blockchain integration.

6. Monitoring and incident response. We monitor our systems for security and availability. How and when we notify customers and authorities of security incidents and personal data breaches is set out in our Incident Notification Policy. Security researchers can report issues through our Responsible Disclosure page.

7. Data protection. How we process personal data, including retention and your rights, is set out in our Privacy Policy.

8. Resilience and backups. We take daily automated backups with 30-day retention, maintain point-in-time recovery for critical databases, and use cross-region replication for production data, so that we can restore availability and access in a timely way after an incident.

9. Certifications and roadmap. ISO 27001 certification and SOC 2 attestation are in active preparation as part of a dual-track implementation programme. Certification and attestation timelines will be published as they are confirmed.

10. Contact. Security questions can be sent to security@cashxchain.com; to report a vulnerability, see our Responsible Disclosure page.

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Responsible Disclosure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

We welcome reports from security researchers who find a vulnerability in our platform. This page explains how to report one safely.

1. How to report. Send details to security@cashxchain.com. Please include enough for us to reproduce the issue.

2. What we ask of you. Give us reasonable time to investigate and fix the issue before you disclose it publicly. Do not access, change or delete data that is not yours, do not degrade our service and do not go further than needed to show the issue.

3. What you can expect from us. We will acknowledge your report, keep you informed, and we will not take legal action against researchers who act in good faith and within this policy.

4. Scope. In scope: our own domains and applications — *.cashxchain.com, api.cashxchain.com, the iOS app, the Android app, and the web dashboard. Out of scope: third-party services we do not operate (report those directly to the relevant provider, e.g. Stripe, Coinbase, Cloudflare, AWS or Google); social-engineering against team members; physical attacks; denial-of-service (DoS/DDoS) testing; spam or phishing simulation; and findings that require an already-compromised account.

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Environments & Test Products

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

CashXChain operates several environments with different purposes and risk profiles. This page explains what each one is, whether real funds or assets are involved, and the terms that apply. Where an environment shows its own notice at sign-in, that notice governs your use of it.

1. Sandbox environments (*.sandbox.cashxchain.com)

Our sandbox environments mirror the production product for testing and integration. They use simulated funds only — no real money is involved. Standard sandbox terms apply: there is no service-level agreement and no availability guarantee; test data is not treated as confidential; access to a feature in the sandbox gives no right to that feature; and we may reset or wipe a sandbox environment at any time.

2. Demo environment (demo.cashxchain.com)

The demo environment is a live demonstration environment in which real assets may be involved. It is provided for demonstration purposes, and you use it at your own risk.

3. Validation environment — v2 (v2.cashxchain.com)

v2 is a non-custodial wallet interface operating on the Solana Mainnet for SOL, USDC and EURC, powered by Coinbase Embedded Wallets. Transactions involve real assets and are irreversible, and you retain full control of your private keys at all times. The following notice is shown at sign-in and governs your use of v2:

“By signing in, you acknowledge that CashXChain v2 is a non-custodial technical interface and not a financial service provider or bank. Through this process, a non-custodial wallet is accessed or created for you; you retain full control over your digital assets and private keys at all times. This interface operates on the Solana Mainnet, where transactions involve real assets and are irreversible. Use of this validation environment is at your own risk. By proceeding, you agree to our Terms of Service and Privacy Policy. Legal information can be found in our Imprint.”

4. Validation environment — v1 (v1.cashxchain.com)

v1 is the same non-custodial interface as v2 but runs on the Solana Devnet using simulated assets only; no real funds are involved. The following notice is shown at sign-in and governs your use of v1:

“By signing in, you acknowledge that CashXChain v1 is a non-custodial development interface running on Solana Devnet. Through this process, a non-custodial wallet is accessed or created for you; you retain full control over your digital assets and private keys at all times. This environment uses simulated assets only and no real funds are involved. Use of this validation environment is at your own risk. By proceeding, you agree to our Terms of Service and Privacy Policy. Legal information can be found in our Imprint.”

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5. Which terms apply

Where an environment shows its own sign-in notice, that notice applies to your use of that environment. Our Website and Platform Terms of Use, Privacy Policy and Imprint apply across all environments. The non-custodial validation environments (v1 and v2) are technical interfaces only: CashXChain is not a financial service provider or bank in respect of them, does not hold your assets, and you control your own keys.

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Complaints Procedure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

We take complaints seriously and aim to resolve them quickly. This page explains how to complain, what happens next and how to escalate.

It covers complaints about CashXChain — our service, our decisions, billing and refusals. It does not cover third-party complaints about the conduct of a customer.

1. How to complain. Send your complaint to complaints@cashxchain.com, or by post to CashXChain UG (haftungsbeschränkt), Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany. Please include the details below so we can deal with it without delay.

2. What to include. Company name and account reference; contact name and email; what went wrong, with dates; what you would like us to do; and any documents that help explain the issue.

3. What happens next. We will acknowledge your complaint within 5 business days and aim to give you a final response within 15 business days. In complex cases where we need longer, we will handle the complaint within the maximum period permitted by applicable law and give you an interim update explaining why we need more time and when to expect our reply.

4. If you are not satisfied. If our reply does not resolve the matter, and your complaint concerns a regulated payment service, you may refer it to the authority that supervises the licensed Partner responsible for that service. For data-protection complaints, you may contact the Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) ↗, Promenade 18, 91522 Ansbach, Germany.

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Versioned Terms Archive & Change Log

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 22 JULY 2026

We keep every prior version of our legal documents so you can see what changed and when.

1. The two dates on every document. Last reviewed is the date the document was last substantively reviewed for accuracy — not the date the page was published or edited. **Effective from** is the date that version became legally applicable to you. In practice the two are often the same, but they can differ: a review that confirms no change is needed updates only “Last reviewed”.

2. How versions work. Previous versions are archived with the dates they applied and a plain-language summary of what changed. We do not use version numbers; each version is identified by its entry in our source repository, and earlier versions are reachable through this archive.

3. Material changes and editorial fixes. A **material change** — anything altering substance, rights or obligations — gets a new “Effective from” date and an entry in the change log below. An **editorial fix** — a typo or formatting correction — updates only “Last reviewed” and does not create a new effective date.

4. Change log. The change log below lists material changes in reverse-chronological order, by date, document and a short summary.

5. How we notify you. Material changes to the AGB and other contract terms are notified to you in accordance with the AGB. Minor corrections are recorded here without separate notice.

Date	Document	Summary
2026-08-03	contracting-entity	state the current and planned structure
2026-08-03	imprint	state the current and planned structure
2026-08-03	ip-utility-model-notice	EUIPO trade mark and full DPMA portfolio
2026-08-03	regulatory-status	state the current and planned structure
2026-08-03	acceptable-use-policy	EUIPO trade mark and full DPMA portfolio
2026-08-03	agb	align governing law, translation notices, archive build
2026-08-03	agb	state the current and planned structure
2026-08-03	agb	EUIPO trade mark and full DPMA portfolio
2026-08-03	website-platform-terms	EUIPO trade mark and full DPMA portfolio
2026-08-03	api-partner-terms	align governing law, translation notices, archive build
2026-08-03	api-partner-terms	EUIPO trade mark and full DPMA portfolio

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Contacts

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Reach the right CashXChain team directly. For formal legal service, see the Imprint.

Purpose	Email
Legal / general	legal@cashxchain.com
Compliance / AML	compliance@cashxchain.com
Data protection / privacy	privacy@cashxchain.com
Complaints	complaints@cashxchain.com
Security / vulnerability reports	security@cashxchain.com

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