CashXChain

General Terms & Conditions (AGB)

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

> **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.

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.

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).