

# **End User Agreement**

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## **1. Preamble**

DV.net (“We”, “Us” or “Our”) is a cryptocurrency payment processor. We are not a cryptocurrency exchange platform or a place for purchasing or selling cryptocurrencies. Our Services are only available to businesses that sell a products, provide services or to registered charitable organizations that accept donations. Our Crypto Processing Services streamline cryptocurrency transactions for merchant businesses. We provide an efficient and secure platform to accept, process, and manage digital payments.

DV.net services are provided by DV Technologies Ltd., duly incorporated as an International Business Company (IBC) under the laws of Seychelles with its registered address at: Global Gateway, Rue de la Perle, Providence, Mahé, Seychelles.

Our Services may develop over time. This means that we may change, replace or discontinue (temporarily or permanently) our Services at any time for any reason with or without notice.

## **2. Definitions**

In this Agreement, the following terms shall have the following meaning unless otherwise stated in the text:

- “Agreement” means the End User Agreement;
- “DV.net” is a website containing information about the services and the Provider, allowing to perform a number of operations;
- “Website User” (hereinafter referred to as “User”, “Customer”) is a legal entity / natural person who has access to the Website, via the Internet and uses the Website and / or intend to use the services provided by DV.net;
- “Website Administration” is the authorized employees for the management of the Website;
- “Services” are automated systems of interaction with the cryptocurrency network presented in the form of convenient user interfaces placed in the DV.net personal account as well as the services provided through the DV.net Products, operated by DV.net or any other service provided by DV.net;

- “Cryptocurrency” is type of virtual currency that has no single centralized issuer, it is distributed directly between the holders of such currency and based on blockchain technology;
- “Fiat Currency” is a government-issued currency, defined at the legislative level as legal tender in the country of its issue;
- “Fee” is a remuneration charged in favor of DV.net for the use of the relevant Services by the Customer;
- “Open-Source Software (OSS)” means software distributed under open-source licenses. DV.net services may include OSS and/or code that DV.net publishes in a public repository.
- “Personal Account” is a set of secure pages created as a result of the User's registration on the Website;
- “Website” is a set of information, texts, graphic elements, design, images, photos, videos and other results of intellectual activity, as well as a set of computer programs contained in the information system, ensuring the availability of such information at <https://dv.net>;
- “Decentralized Exchange” (DEX) is a cryptocurrency exchange that operates decentralized, i.e., without a central authority body. Decentralized exchanges allow peer-to-peer trading of cryptocurrencies;
- “Merchant account” is a type of account for DV.net services that allows businesses to accept payments in multiple ways, established under this Agreement.
- “Purchaser” is a legal entity / natural person making payment for goods, services of the Client (user of the Website), where DV.net acts as a processing platform for such payment;

### **3. General provisions**

- 3.1. This End User Agreement (hereinafter referred to as “Agreement”) applies to the DV.net Website located at <https://dv.net>.
- 3.2. This Agreement governs the relationship between the Administration of the DV.net Website (hereinafter referred to as “Website Administration”) and the Customer.

- 3.3. The text of this Agreement, permanently available on the Website <https://dv.net>, contains all material terms and conditions of the public offer.
- 3.4. By creating an account or using any service on the Website, You that You have read, understand and fully accept the terms of this Agreement, as may be subsequently amended, modified and supplemented.
- 3.5. Proper acceptance of this Agreement constitutes the Customer taking the following steps:
- Familiarization with the terms and conditions of this Agreement and all appendices attached hereto;
  - Providing valid and up-to-date information, including the genuine e-mail address entered when registering an account on the Site;
  - Clicking the “Registration” button after filling in the registration form;
  - The Customer shall automatically receive an e-mail to the specified e-mail address with confirmation of registration on the Website.
  - After the Customer clicks on the “Registration” button and a special message about successful registration appears, the process is considered complete and the terms of this Agreement become binding for the registered User.

#### **4. Subject of the agreement**

- 4.1. The subject of this Agreement is to provide the Customer with access to the information contained on the Site and the Site Services;
- 4.2. All existing (actually functioning) at the moment Services of the Website, as well as any of their subsequent modifications and additional Services appearing in the future fall under the scope of this Agreement;
- 4.3. Access to the Website is provided on a free of charge basis;
- 4.4. This Agreement is a public offer. By accessing the Website, the User shall be deemed to have acceded to this Agreement;
- 4.5. Our Services are only available to a legal entity / natural person that sells products / services or to a registered charitable organization that accepts donations. By using the Services, the Customer authorizes us to act as his/her agent so we may receive, hold and disburse funds on his/her behalf and to take

any or all actions that DV.net considers as necessary to provide the Services and to comply with applicable law.

- 4.6. Payment by Purchaser to DV.net shall be considered the same as a payment made directly to the Customer and shall extinguish the Purchaser's outstanding obligation, to the extent of the payment Merchant's Account.

## **5. Account registration**

- 5.1. In order to use the Services, you are required to create a DV.net Merchants account. During the account registration process, we shall collect contact information such as email address, password and details regarding the ultimate beneficial owner or the most senior individual associated with your organization (if applicable).
- 5.2. Additionally, we may also request information about your business, including its legal name, physical address, and website. The information provided during the account opening must be accurate and complete. Furthermore, DV.net may require to provide information about you from third-party sources such as credit bureaus, identity verification services and others. Please note that we reserve the right to decline your account registration or terminate your DV.net Merchants account if the information provided is inaccurate, incomplete, or unsatisfactory.

## **6. Protecting your password**

- 6.1. Upon registration, you shall be prompted to select a password for your account. It is your responsibility to maintain the confidentiality of your password and account access details. You are fully liable for any activities conducted using your password or account.
- 6.2. Kindly notify us immediately if you suspect any unauthorized use of your password or account, or if you become aware of any security breaches. Please be aware that if you share your password with others, we cannot be held responsible for any losses incurred as a result of unauthorized use of your password or account, whether or not you were aware of such usage.
- 6.3. While utilizing the DV.net website or Services, you may encounter services, products, and promotions offered by third-party providers. If you choose to engage with these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding, and complying with their respective terms and conditions. We explicitly disclaim any liability associated with third-party services and are not accountable for their performance or any issues arising from their use.

## **7. Rights and obligations of the parties:**

### **7.1. The Website Administration has the right to:**

- Change the rules of use of the Site, as well as change the content of this site. Changes come into force from the moment of publication of the new edition of the Agreement on the Site;
- Without liability to the User or any third party, block the account and suspend the use of one or more Services. Such actions may be taken as a result of a breach of the terms of any clause of this Agreement.

### **7.2. The Customer has the right to:**

- Use all of the Services available on the Website;
- Ask questions related to the Website services through technical support;
- Request from the Website Administration to hide confidential information regarding the Customer.

### **7.3. The Website Administration is obliged to:**

- Provide information regarding amounts, addresses, transactions, statistics, etc. at the Customer's request;
- Not to withhold funds received by the Customer, provided that there is no violation of the terms of this Agreement;
- Avoid any actions that may compromise the confidentiality of information;
- Not to take actions that may be considered as disturbing the normal operation of the Site and its Services.

### **7.4. The Customer is obliged to:**

- Provide, upon request of the Website Administration, additional information that is directly related to the Customer's project;
- Observe property and non-property rights of authors and other right holders when using the Site;

- Not to take actions that may be considered as disturbing the normal operation of the Website and its Services;
- Not to distribute any confidential information using the Website;
- Avoid any actions, as a result of which confidentiality of information may be violated;
- Not to use the Website for distribution of information of advertising nature, except for affiliate (referral) program, except for the permission of the Site Administration;
- When using the Website, the Customer guarantees that the funds received as a result of the operation are legal, the Customer's activity is not related to illegal activities and does not violate applicable laws, is not directly or indirectly related to legalization (laundering) of funds, financing of terrorism, proliferation of weapons of mass destruction, sale of drugs or deception of customers.

## **8. Responsibilities of the parties**

- 8.1. Any losses that the Customer may suffer in the event of intentional or reckless breach of any clause of this Agreement, or as a result of unauthorized access to the Customer's account, shall not be indemnified by Website Administration.
- 8.2. Customer agrees to defend, indemnify and hold DV.net, its service providers and consultants, and their respective directors, employees and agents harmless from any claims, damages, costs, liabilities and expenses arising out of or related to the use of DV.net or breach of this Agreement.
- 8.3. Customer acknowledges and agrees that the value of cryptocurrency is highly volatile and that cryptocurrency transactions are high risk. In addition, Cryptocurrency Consensus Network is solely responsible for verifying and validating transactions that the User sends through the Site.
- 8.4. Customer acknowledges and agrees that DV.net is not responsible for any errors or omissions that User makes in initiating any cryptocurrency transaction through the Site Services.
- 8.5. Customer acknowledges and agrees that transaction requests that Customer submits through the Service may be materially delayed or not completed by the cryptocurrency network. When the Customer executes a transaction request through the Service, the Customer authorizes the transaction request

to be sent to the cryptocurrency network in accordance with the instructions the Customer provides through the user interface of the Service.

- 8.6. Customer acknowledges that DV.net does not warrant uninterrupted, error-free or secure Services and does not reimburse any assets/funds in case of incidents, including software bugs, vulnerabilities or fraudulent acts of third parties

## **9. Limitation of administrator's responsibility:**

- 9.1. The website Administration is not responsible for:
- 9.2. The operation of the cryptocurrency network or the cryptocurrency exchange rate. The Website provides access to the following information: amounts, addresses, description of addresses, transactions, description of transactions, statistics, graphs, etc.;
- 9.3. Delays or failures in the transaction process due to force majeure, as well as any case of malfunction in telecommunication, computer, electrical and other related systems.
- 9.4. Actions of transfer systems, banks, payment systems and for delays related to their work;
- 9.5. Improper functioning of the Website in case the Customer does not have the necessary technical means for its use, as well as does not bear any obligations to provide users with such means.
- 9.6. The website Administration does not accept liability or provide compensation for any loss of assets/funds arising from software bugs/defects, attacks/hacks, unlawful or fraudulent acts of third parties, user errors, or characteristics/failures of distributed ledgers and related infrastructure; DV.net is not a custodian and does not provide insurance/guarantees for asset preservation.

## **10. Non-Custodial Nature of Services and Exclusion of Reimbursement**

- 10.1. DV.net is not a custodian, financial institution, trustee, insurer, or guarantor of any User assets.
- 10.2. All crypto transactions are irreversible and occur on decentralized networks outside DV.net's control. You bear all risks of loss, theft, or loss of access.



- 10.3. No compensation, reimbursement, make-good or replacement shall ever be provided for any assets/funds, including (without limitation) losses arising from:
- vulnerabilities, bugs, defects, outages, updates, incompatibilities, forks;
  - hacks, exploits, phishing, data breaches, or unlawful or fraudulent acts of third parties;
  - user mistakes (wrong network/address/amount/keys), misconfiguration;
  - actions/omissions of external providers, networks, nodes, wallets, exchanges, oracles, telecom/hosting providers.
- 10.4. DV.net assumes no obligation to refund, replenish, insure, or otherwise restore any assets/funds and shall not be liable for any direct, indirect, incidental, punitive, special, or consequential damages, loss of profits, data, goodwill, or any other losses of any kind, even if advised of the possibility.

## **11. Amendments to the agreement**

- 11.1. DV.net has the right to unilaterally change the terms of the Agreement, Privacy Policy, tariffs (fees). Such changes shall come into force from the moment of publication of the new version of the relevant documents on the Website and DV.net is not obliged to notify the Customer about such changes.
- 11.2. At each subsequent visit to the Website, before using the personal account, the Customer undertakes to familiarize himself with the new version of the Agreement, Privacy Policy, tariffs (commissions). Continued use of the Website shall mean the Customer's agreement with the terms of the new version of the relevant documents.
- 11.3. If the Customer does not agree with the terms of the new version of this Agreement, Privacy Policy, tariffs (commissions), the Customer must stop using the Website.

## **12. Changes to Fees**

- 12.1. DV.net reserves the right, at any time and in its sole discretion, to revise, increase, decrease, introduce, suspend or eliminate any fees, price lists, commissions, subscription rates or other charges applicable to the Services (collectively, "Fees").
- 12.2. Unless expressly stated otherwise, any revised Fees will become effective immediately upon (i) DV.net's posting of the updated Fees on the Site or (ii) the date indicated in such notice. DV.net may, but is not obliged to, provide additional notice by e-mail or through the Service dashboard.

- 12.3. Your continued use of the Services after the applicable effective date constitutes your binding acceptance of the revised Fees. If you do not agree with any Fee change, your sole remedy is to stop using the Services before the revised Fees take effect.
- 12.4. Failure by DV.net to enforce this Section at any time shall not be construed as a waiver of its right to do so in the future.

### **13. Intellectual property**

- 13.1. The Website contains the results of intellectual property owned by the Site Administration, its affiliates and other related parties.
- 13.2. By using the Website. The User acknowledges and agrees that the content of the Site and the structure of the content of the Site are protected by copyright and other rights to the results of intellectual activity, and that the said rights are valid and protected in all forms, in all media and in relation to all technologies, both currently existing and developed or created subsequently. No rights to the content of the Site and the system, are transferred to the Customer as a result of using the Site and the system or entering into the Agreement.
- 13.3. For modules distributed as OSS, the terms of the respective open-source licenses apply; see 'Open-Source Notices
- 13.4. In order to avoid misinterpretation of the respective offences, the User is prohibited to:
- Copy and/or distribute any intellectual property objects placed on the Website, except when such function is expressly assumed by the terms of work on the Website.
  - Copy or otherwise use the software part of the Website, as well as the design.
  - Place on the Site personal data of third parties without their consent.
  - Modify in any way the software part of the Website, perform actions aimed at changing the functioning and operability of the Website.
  - Use offensive and violating the rights and freedoms of third parties and groups of persons words as a login (nickname, alias) during registration.

## **14. Open-Source Notices**

- 14.1. The Services may include software distributed under open-source licenses and/or contain modules whose source code DV.net makes publicly available under the respective licenses.
- 14.2. The terms of such licenses apply directly to the relevant modules and prevail over this Agreement to the extent of any conflict. Nothing in this Agreement limits or modifies your rights under applicable open-source licenses.
- 14.3. DV.net may publish a NOTICE/THIRD-PARTY-LICENSES file listing OSS components and licenses in the dashboard/website. By using the Services, you acknowledge those licenses.

### **Supplementary Agreement on the use of web links and logo**

DV.net will grant you a personal, non-exclusive, non-transferable license to post hyperlinks (the “Link”) to DV.net's Internet website and/or use the DV.net logo as a web link (the “Logo”) on your Internet website on the following terms and conditions.

This Agreement shall be an integral part of the DV.net End User Agreement and when using DV.net services you shall assume the rights and obligations set forth in this Agreement.

1. By using DV.net as a payment method, you undertake to place on any World Wide Web (WWW) page you create, the Link and the DV.net Logo.

This Agreement shall not grant you any rights to any DV.net intellectual property or, in particular, any rights to distribute DV.net software.

2. You shall only use the licensed Logo and Link. No other DV.net logo obtained on the DV.net web page from any other source owned by DV.net or another person shall be used.
3. You shall not use the DV.net name, Link or Logo to criticize DV.net, its software, data and/or services in any manner that, in DV.net's sole professional judgment and discretion, may diminish or discredit the goodwill of the DV.net name or Logo/Link, including but not limited to uses that may be deemed obscene, pornographic or excessively violent or that may encourage illegal conduct.
4. You shall not alter the appearance of the Logo/Link. The Logo/Link must be placed separately and must include at least 30 pixels of free space around it to avoid unintended associations with any other objects, including but not limited to text, photography, borders and edges. You shall not use the Logo/Link as a feature or design element of any other logo.
5. You shall not use the name “DV.net”, the Link and/or the Logo in any manner that implies DV.net sponsors or recommends your products, services and/or website on the Internet.
6. You shall not display the “DV.net” name, Link and/or Logo in a manner that is more prominent than your company, product, Internet website name or logo.
7. DV.net reserves the right, in its sole discretion, to change, modify or discontinue the DV.net Web Page and the DV.net Logo/Link at any time. DV.net does not

warrant (either express or implied) and specifically disclaims any warranty of merchantability or fitness for use with respect to the DV.net Web Page and/or the DV.net Services. DV.net shall not be responsible or liable for any damages or other losses of any kind incurred by you in connection with the subject matter of this Agreement, and you hereby agree to waive any such claims you may have against DV.net.

8. You hereby agree to defend, indemnify and reimburse DV.net, its officers, directors, employees, agents and any of its affiliates for any loss or damage (including legal fees) suffered by DV.net in connection with your use of the DV.net name, Link and/or Logo.
9. DV.net reserves the right to review your use of the DV.net name, Link and/or Logo, and you agree to allow DV.net unrestricted access to your website to evaluate your use of the DV.net name, Link and/or Logo. DV.net may at any time, in its sole professional judgment and discretion, require you to discontinue your use of the DV.net name, Link and/or Logo.