

Global VIBAN Services Terms & Conditions

as issued on 24 October 2025

These Terms and Conditions for Global VIBAN Services ("**Terms**") form a valid, binding, and enforceable contract between You and Fasset Labuan Limited (which term shall, unless the context requires otherwise, shall include its affiliates within Fasset Group). You acknowledge and agree that the Global VIBAN Services made available on this Platform are powered by a third-party provider and do not form part of the regulated or licensed activities of Fasset Labuan Limited.

The Global VIBAN Services are provided to you by Fasset in partnership with Frost Money Ltd, a company incorporated in England and Wales (company number: 12231881) with its registered office at "Ground Floor, 15 Wellington Road, Eccles, Manchester, England, M30 0DR" (hereinafter referred to in this Agreement as "Frost"). Frost is an Electronic Money Institution (EMI) and is authorised by the Financial Conduct Authority (register reference 1020783) for the issuing of electronic money.

By accessing or using the Global VIBAN Services, You have read, understood, agreed, acknowledged, and accepted these Terms. You further agree that these Terms shall be read together with, and form an aggregate part of, the User Agreement and the Privacy Policy (collectively "**Aggregates**"). By continuing to use the Global VIBAN Services, You confirm Your acceptance of these documents in their entirety and agree to be bound by their terms as an integrated and comprehensive set of conditions governing the use of the Global VIBAN Services. You further acknowledge that You have reviewed these Terms in a language You comprehend and had the opportunity to seek clarification or ask questions if needed. Continued use of the Global VIBAN Services shall constitute a deemed confirmation of such understanding and acceptance.

The Aggregates are integral parts of these Terms that are indispensable. Any matter or aspect that is not specifically addressed or regulated within the confines of these Terms shall be governed and subject to the terms and conditions outlined in the Aggregates. Where a matter relates specifically to the Global VIBAN Services, these Terms shall govern and prevail; for any other matter not directly tied to the Global VIBAN Services, or in the event of any inconsistency outside that subject-matter scope, the terms and conditions set out in the Aggregates shall take precedence.

Fasset is entitled to amend, add to, or reduce these Terms as Fasset thinks necessary. You are required to check these Terms frequently. If You do not agree to be bound by these Terms and the Aggregates, do not access or use the Global VIBAN Services.

Any formal communication with You will be undertaken through electronic mail, pop-up messages on the Platform, notifications on the Platform, and/or other forms of communications accessible to You when signing up to Fasset ("**Communication**").

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In addition to the Definitions set in the User Agreement, the terms written in capital letters have the following meanings:

- a. **"Account"** means an account on the Platform, which is exclusively accessible by and available to You for the purposes of accessing the Global VIBAN Services. It is provided to You as a result of You being deemed fit to hold said account, having been approved by Fasset or by any third party that we have designated to approve Your fitness to be an Account holder.
- b. **"Affiliates"** means any entity that directly or indirectly controls, is controlled by, or is under common control with Fasset. For the purposes of this definition, "control" means the ownership of, or the power to vote, more than fifty per cent (50%) of the voting stock, shares, or interests of the entity or the ability to direct the management or policies of the entity, whether through ownership, contract or otherwise. The term "Affiliates" includes, but is not limited to, parent companies, subsidiary companies, sister or related companies (entities controlled by the same parent company), and any other business entities in which Fasset holds a significant ownership interest or exerts significant influence over management and operations. This also includes all Employees, contractors, agents, or representatives acting on behalf of Fasset or any affiliated companies or entities as described above. Fasset may fulfil its responsibilities and obligations under these Terms through its Affiliates. When acting on its behalf, the Affiliates shall be subject to the same Terms as Fasset.
- c. **"AML/CFT"** means the applicable Anti-Money Laundering and Counter-Terrorist Financing laws.
- d. **"Applicable Law"** means all applicable laws (federal, state, and local) and the applicable rules, orders, guidelines, and regulations of any Governmental Authority that, in each case, are applicable or may become applicable to Fasset and the performance of its obligations or exercise of its rights under these Terms or applicable to You and the performance of its obligations or the exercise of its rights under these Terms, or, as the context may require, are applicable to other persons affected by the subject matter of these Terms. Applicable Law also includes but is not limited to any relevant Labuan data protection laws.
- e. **"Communication"** has the meaning given to it at the start of these Terms.
- f. **"Employees"** means any and all individuals who are employed by Fasset or any of its Affiliates, whether on a full-time, part-time, temporary, or permanent basis, and who receive compensation in the form of wages, salaries, or other remuneration in exchange for their services. This includes but is not limited to executive officers, managers, administrative staff, technical staff, personnel, interns and freelancers,

and any other individuals who provide services to Fasset under its direction and control. The term "Employees" shall not include independent contractors, consultants, or any other persons who are not directly employed by Fasset or its Affiliates.

- g. **"Fasset"** refers to Fasset Labuan Limited, with the registered address of Jalan Merdeka, Unit Level 14 (B) & 14 (C), Main Office Tower, Financial Park Labuan, Labuan, 87000, Malaysia.
- h. **"Fasset Group"** means collectively Fasset and all affiliates and group companies of Fasset, as well as any entities which are in Control of or are Controlled by or are under common Control with Fasset.
- i. **"Funds"** mean the monetary value deposited to Your Wallet and denominated in USD, representing the available balance that can be used for transactions involving the Global VIBAN Services, including purchases, transfers, and/or withdrawals, as permitted under these Terms.
- j. **"Global VIBAN Services"** means the financial services jointly provided by Fasset and its appointed third-party payment service provider that facilitate the issuance and management of Global VIBAN for the Users, including USD Virtual IBAN, as specified under Article 3 of These Terms.
- k. **"Governmental Authority"** means any governmental, regulatory or administrative authority, agency, commission, board, bureau, court or instrumentality of any kind (including but not limited to any central bank, monetary authority, or securities exchange) having jurisdiction over a Party and its services and/or these Terms.
- l. **"IBAN"** means the standardized numbering system, including any virtual or equivalent account reference, developed to identify bank accounts across national borders and facilitate cross-border payments, as issued by Frost.
- m. **"KYC"** means the Know-Your-Customer procedures implemented by Fasset to verify the identity of its Users in compliance with Applicable Law and regulations in all relevant jurisdictions where Fasset is operating.
- n. **"Parties"** means collectively, You and Fasset, and **"Party"** is to be interpreted accordingly.
- o. **"Platform"** means the website, any associated websites or mobile site, mobile application, and/or APIs owned, controlled, operated, and managed by Fasset as well as its change from time to time, and/or mobile apps accessible in iOS and Android through an application called 'Fasset'.

- p. **"Privacy Policy"** refers to Fasset's Privacy Policy (as relevant) as set out in <https://fasset.io/privacy-policy>; or any other privacy policy applicable to You in the relevant jurisdictions.
- q. **"Tax"** includes:
- (i) Any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called, levied, imposed or assessed by a government or Governmental Authority for and on behalf of a government (including withholding tax, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied); and
 - (ii) Any interest, penalty, charge, fine, fee or other amount of any kind assessed, charged or imposed on or in respect of the above (including in connection with any failure to pay or any delay in payment).
- r. **"Transaction"** means an act initiated by You to place, transfer, or withdraw funds, irrespective of any underlying obligations between You and the recipient of such funds.
- s. **"USD"** refers to the United States Dollar.
- t. **"USDC"** refers to the U.S. Dollar Coin, a fiat-backed stablecoin issued by Circle Internet Financial, LLC and designed to maintain a 1:1 peg with the United States Dollar (**"USD"**), subject to its issuer's terms, reserves, and applicable regulations.
- u. **"USDT"** means Tether, a fiat-backed stablecoin issued by Tether Limited and designed to maintain a 1:1 peg with USD, subject to its issuer's terms, reserves, and applicable regulations.
- v. **"USD Virtual IBAN"** or **"USD VIBAN"** means an internal reference number linked to an IBAN used exclusively for facilitating reconciliation of incoming and outgoing payments denominated in USD. It simplifies the tracking and matching of transactions but does not constitute a separate bank account. VIBANs enhance operational efficiency by providing detailed transaction references without requiring the establishment of individual accounts. Each VIBAN is assigned under a specific User's name, ensuring clear identification of transactions.
- w. **"User"** or **"You"** refers to any individual who can access or use the Platform.
- x. **"User Agreement"** refers to Fasset's User Agreement as set out in here.
- y. **"Wallet"** means the digital account or sub-account assigned to verified Users on the Platform by Fasset for the purpose of holding, transferring, or managing assets available on the Platform.

1.2. Interpretation

- a. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- b. A reference to an agreement, term, or document (including a reference to these Terms) is to the agreement, term, or document as amended, supplemented, novated, or replaced, except to the extent prohibited by these Terms or that other agreement, term, or document.
- c. A reference to Fasset, where the context requires, includes its Affiliates and Employees, as well as any corporate body, association, partnership, or other legal entity, and includes their successors, permitted substitutes, and permitted assigns.
- d. All schedules, exhibits, appendices, Aggregates and other attachments referred to in these Terms are an integral part of these Terms and shall be deemed to be incorporated herein.
- e. The section headings in these Terms are for convenience only and are not intended to govern, limit, or affect the meanings of the sections.
- f. Singular and plural nouns and pronouns shall mean the singular or plural and the masculine, feminine, or neuter genders as permitted by the context in which the words are used.
- g. In these Terms, reference to any legislation or law or any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- h. The words including and include shall mean including without limitation and include without limitation, respectively. The meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or other such expressions.
- i. Words and phrases shall be interpreted in the context of these Terms and not in isolation. The meaning of any term shall be derived from the overall purpose and intent of these Terms. Fasset has its sole discretion to interpret these Terms if there is any ambiguity or inconsistency in these Terms.
- j. All of the terms and conditions of these Terms, including but not limited to all introductory paragraphs, recitals, and all schedules and documents attached hereto, are contractual and binding upon the Parties hereto and are incorporated herein by reference.

- k. A reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an undertaking, an unincorporated association and an authority or any other person or organisation.
- l. A reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taken by novation) and assigns.
- m. A reference to any date or time of the day refers to that date or time in Labuan.
- n. A reference to a day would be defined as a calendar day in Labuan.
- o. Where a payment or obligation is due on a non-business day or non-working day (other than a Saturday or Sunday) on which banks are open for general business in Labuan, such payment or obligation shall be made on the next business or working day.
- p. A period of time from a given day or the day of an act or event is to be calculated exclusively on that day.
- q. Any examples or illustrations provided in these Terms are for explanatory purposes only and do not limit the scope of any provision.

2. DESCRIPTION OF THE PRODUCT

2.1. Overview

The Global VIBAN assigned to each of You is provided solely for the purpose of facilitating deposits and withdrawals of Funds in USD to and from Your Wallet. Upon your request through our Platform, Your acceptance of these Terms, Your compliance and adherence to the applicable KYC standards, Fasset and its appointed third party payment service provider will jointly facilitate you with the provision of the issuance of Global VIBANs. The Global VIBAN does not constitute a bank account and does not hold any balance in Your name. All Funds processed through Your Global VIBAN are credited into a pooled account maintained by Fasset with the third party service provider and subsequently attributed to the Your Wallet.

2.2. Regulation and License

The Global VIBAN Services are subject to regulation and licensing in multiple jurisdictions. Please be assured that Fasset and its appointed third party service provider have acquired the required authorisations, licences, approvals, and consents which have been imposed by any competent regulator or organisation in the respective country(ies) where the Global VIBAN Services are made available.

3. PRODUCT AND SERVICE TERMS

3.1. User Eligibility

- a. Only Users who have completed all necessary KYC procedures and maintain an active Account and Wallet on the Platform shall be eligible to access and use the Global VIBAN Services. Fasset reserves the right to determine eligibility criteria and to modify such criteria at its sole discretion and in accordance with Applicable Law.
- b. You are not eligible to use the Global VIBAN Services if You qualify, or are deemed by Fasset, in its sole discretion, to qualify as conducting one or more of the following types businesses:
 - (i) Banks;
 - (ii) payment service providers; or
 - (iii) other types of financial institutions.

3.2. Activation of Your Global VIBAN

Once successful completion of the KYC verification process on the Platform, You shall become eligible to activate Your Global VIBAN. Your Global VIBAN will be automatically generated through our third party's infrastructure and seamlessly linked to the Your Wallet.

3.3. Funds Deposit through Your Global VIBAN

The Global VIBAN will enable any third party to directly transfer Funds to Your Global VIBAN. Once the Funds are received, they will be automatically reconciled through Fasset's third-party infrastructure and promptly credited to Your Wallet, making them immediately available for use in transactions, transfers, or withdrawals as permitted under these Terms.

3.4. Withdrawal to Your VIBAN or IBAN Globally

You may use Your Wallet to transfer or withdraw funds to any verified VIBAN or IBAN globally, including those issued in Your name, in accordance with applicable verification and compliance requirements.

When You initiate a withdrawal, the corresponding Funds will be debited from the Your Wallet and transferred through Fasset's designated third party service provider to the destination IBAN You have specified. All withdrawals are subject to Fasset's operational procedures, timelines, and applicable fees.

3.5. Buy or Sale of Crypto Assets Using Your Global VIBAN

You acknowledge that Your ability to buy or sell assets "via Global IBAN" operates through Your Wallet.

- a. **Purchase of Crypto Assets:** Buying assets on the Platform are executed by debiting the available balance in Your Wallet. This balance reflects deposits received

through Your Global VIBAN, which serves solely as a unique reference for crediting funds to Your Wallet and does not hold funds itself.

- b. **Sale of Crypto Assets.** Proceeds from the sale of assets are first credited into Your Wallet, and may then be withdrawn to an IBAN or VIBAN account as instructed by You. Any withdrawal is executed from the Platform's main account or designated service provider, with the IBAN or VIBAN functioning only as an internal ledger reference.

3.6. Transfers to External VIBANs or IBANs

The Global VIBAN Services enable You to instruct the transfer of Funds available in Your Wallet to an external IBAN through the designated payout infrastructure provided by Fasset's third party service provider. By initiating such transfers, You acknowledge that the Funds are routed through Fasset's third party service providers and may be subject to external banking or payment network rules.

3.7. Internal Fasset Ledger Transfers via Your Global VIBAN

You may instruct Fasset to transfer the available balance in Your Wallet to other Users on the Platform by referencing the recipient's Global VIBAN. Such transfers are executed solely through debits and credits on the Platform's internal ledger and do not involve any movement of funds through external banking systems or payment rails.

3.8. Conversion of USDT or USDC (Stablecoins)

You may:

- a. convert Your USDT and USDC held in Your Wallet into fiat currency denominated in USD, with the resulting Funds automatically made available for withdrawal through any IBAN specified by You; or
- b. deposit Funds via an IBAN or VIBAN, which will be automatically converted on the Platform into USDT or USDC and credited to Your Wallet.

For the avoidance of doubt, all Funds deposits and withdrawals processed via Global VIBANs are credited to or debited from Your Wallet. The Global VIBANs serve solely as unique references for tracking these funds and do not hold balances themselves. All conversions are executed through the Platform at the applicable exchange rates and are subject to the Platform's fees, processing times, and operational procedures.

3.9. Unauthorised Transaction

If You become aware of any unauthorised Transaction, You must notify Fasset of this occurrence immediately through help@fasset.io. If such unauthorised Transaction was executed without Your consent, Fasset shall immediately, following an investigation into the unauthorised Transaction:

- a. refund the amount of the unauthorised Transaction; and

- b. where applicable restore a Your Wallet to the state it would have been in had the unauthorised Transaction not taken place.

3.10. Closing Your Global VIBAN

You may request to close Your Global VIBAN at any time through the Platform. Upon confirmation by Fasset and the third party service providers, any remaining balance linked to Your Global VIBAN will be automatically reconciled and transferred back to the Your Wallet. An additional fee may apply if you choose to close your Global VIBAN and automatically deducted from Your Wallet. Any applicable fee will be shown to you in the app before you confirm the closure. The Global VIBAN shall be securely deactivated through our third party's API, to ensure the immediate suspension of use for any Funds deposits or withdrawals. For compliance and accountability purposes, a complete closure audit trail is generated and stored in the backend system logs.

3.11. Modification

- a. Certain features described in these Terms may not be immediately available to all Users. Fasset reserves the right to enable, modify, or discontinue any such features at its sole discretion and in accordance with Applicable Law. Any future features, once made available, shall form part of these Terms and be subject to the same rights and obligations
- b. Fasset or the third party service providers reserves the right to modify, enhance, discontinue, or introduce new features related to the Global VIBAN Services at their sole discretion. Any such modifications shall be binding to You.
- c. Fasset may update these Terms from time to time to reflect changes in operational procedures, regulatory requirements, risk management measures, or market conditions.
- d. In the event of any material modifications, Fasset shall provide reasonable notice to You through the Platform or other appropriate Communication channels. Continued use of the Global VIBAN Services after such modifications shall constitute acceptance of the updated Terms.
- e. Fasset shall not be liable for any loss or inconvenience caused to You due to modifications, provided that such modifications are made in good faith and in compliance with Applicable Laws and regulations. You are encouraged to review these Terms periodically to stay informed of any updates.

3.12. Limitations

- a. The Global VIBAN Services are provided solely as a technical identifier to facilitate deposits into and withdrawals from Your Wallet and it does not itself hold any Funds or operate as a standalone bank account.

- b. The Global VIBAN Services may only be used for the following purposes:
 - (i) Receiving Funds into Your Wallet from permitted funding sources; and
 - (ii) Withdrawing Funds from Your Wallet to an eligible external bank account, subject to the withdrawal policies herein.
- c. The Global VIBAN Service shall not be used for:
 - (i) General-purpose banking activities, including but not limited to bill payments, payroll, or settlement of third-party commercial transactions;
 - (ii) Issuance or deposit of cheques; or
 - (iii) Peer-to-peer transfers that simulate remittance activity between Users.
- d. Withdrawals may only be made to bank accounts held in Your name, unless otherwise approved by Fasset in writing and subject to applicable compliance requirements.
- e. The availability of the Global VIBAN Services is subject to jurisdictional, regulatory, and partner-bank limitations, and may be restricted for certain Users or countries.
- f. All Transactions are subject to AML/CFT screening. Fasset may suspend, reject, or reverse any transaction where it deems necessary to comply with Applicable Laws.

4. FEES

4.1. Fees

Fees applicable to the Global VIBAN Services will be disclosed to Users through the Platform at the time of each transaction. Fasset reserves the right to update or modify such fees from time to time, and any changes will be communicated to Users before they take effect.

4.2. Disclosure and Transparency

Fasset shall disclose, through the Platform or other appropriate Communication channels, any changes to the applicable fees or charges related to the Global VIBAN Services. Fasset reserves the right to adjust the applicable fees at its sole discretion. Any such adjustments will be communicated to Users reasonably in advance.

4.3. Tax and Regulatory Charges

You acknowledge that Your access and usage of Global VIBAN Services may incur Taxes or other governmental charges as per Applicable Law. You shall be solely responsible for any such Taxes or governmental charges.

4.4. Operational Charges

Fasset may apply reasonable charges in connection with the processing, administration, or operational execution of the Global VIBAN Services, including but not limited to currency conversions, platform-level adjustments, or other necessary facilitation measures. Any such charges shall be clearly disclosed to You at the time of the relevant transaction or prior to the application of such charges, through the Platform or other designated Communication channels.

5. REPRESENTATIONS AND WARRANTIES

5.1. User Representations

By accessing and/or using the Global VIBAN Services made available on the Platform, You represent, warrant, and undertake on a continuing basis that:

- a. You have full legal capacity, power, and authority to enter into and perform Your obligations under these Terms, and that such participation and engagement with the Global VIBAN Services does not contravene any Applicable Law, contract, or third-party rights applicable to them;
- b. You confirm that all crypto assets used in connection with the Global VIBAN Services are legally obtained, solely owned by You, and are not subject to any third-party claims, liens, or encumbrances. You further warrant that Your crypto assets do not represent proceeds of crime or unlawful activity, including but not limited to money laundering, terrorist financing, fraud, or corruption;
- c. You affirm that You are not subject to any prohibition, restriction, or limitation under Applicable Law or by any Governmental Authority that would prevent their access and usage of the Global VIBAN Services;
- d. You confirm that You are not and are not owned or controlled by or acting on behalf of any individual or entity that is subject to sanctions administered or enforced by any Governmental Authority. You are not located, organised, or resident in a country or territory that is the subject of comprehensive country-wide sanctions;
- e. You further undertake that all information provided to Fasset, including KYC documentation and identity verification data, is and shall remain true, accurate, complete, and up-to-date. You agree to promptly update such information and provide additional documentation upon request;
- f. You confirm that they have made an independent assessment of the risks and merits of accessing and using the Global VIBAN Services, and that You do not rely on any representation or warranty made by Fasset or its Affiliates, except those expressly set forth in these Terms;
- g. You acknowledge that usage of the Global VIBAN Services is voluntary, conducted entirely at their own risk, and is not insured, guaranteed, or underwritten by any Governmental Authority or third party;

- h. You agree to be solely responsible for determining, declaring, and fulfilling any tax obligations arising in connection with Your access to and use of the Global VIBAN Services, in accordance with the laws applicable to You;
- i. You also undertake to use the Fasset Platform solely for lawful purposes and in full compliance with these Terms, the User Agreement, and all policies, notices, or guidance issued by Fasset from time to time.

5.2. Fasset Representations

Fasset represents and warrants that:

- a. It has, and will continue to have, the full right, power and authority to enter into this Terms and carry out its obligations under these Terms;
- b. It shall perform its obligations under this Agreement with all due care and skill and in accordance with all Applicable Law and shall take such steps as may be required to ensure that in discharging or performing its obligations pursuant to these Terms and all the Applicable Laws;
- c. The provision of Global VIBAN Services does not constitute financial advisory, brokerage, custodial, or fiduciary services. You participate at Your own discretion and risk.

5.3. Third Party Representation

Fasset's third party service providers hereby warrants and represents to You that:

- a. It has the full right, power and authority to carry out its obligations in respect of the provision of Global VIBAN Services in accordance with these Terms;
- b. It shall perform its obligations under these Terms in accordance with all Applicable Laws; and
- c. It has all authorisations, licences, approvals and consents which have been imposed by any competent regulator or organisation in relation to its business relative to the provision of Global VIBAN Services.

6. RISKS AND DISCLAIMERS

6.1. General Risk Acknowledgement

6.2. Third Party Service Providers

The Global VIBAN Services on the Platform are made available by Fasset in partnership with Frost Money Ltd, a company incorporated in England and Wales (company number: 12231881) with its registered office at "Ground Floor, 15 Wellington Road, Eccles, Manchester, England, M30 0DR". Frost is an Electronic Money Institution (EMI) and is

authorised by the Financial Conduct Authority (register reference 1020783) for the issuing of electronic money. By using the Global VIBAN Services, You acknowledge and agree that:

- a. The issuance, operation, and maintenance of the Global VIBAN Services are ultimately provided by such third-party service providers under their applicable licenses and regulatory frameworks;
- b. Fasset acts solely as a facilitator of access to these services through its Platform and does not itself issue or operate IBANs, Virtual IBANs, or payment accounts;
- c. Your use of these services may be subject to additional terms, conditions, and fees imposed by the relevant third-party service providers, in addition to these Terms; and
- d. Fasset shall not be liable for any act, omission, delay, or failure in performance attributable to such third-party service providers, except to the extent required under the Applicable Law.

6.3. Global VIBAN Does Not Constitute a Bank Account

The Global VIBAN provided to You is a reference number linked to a master account maintained with our regulated third-party service providers. Each Global VIBAN does not constitute a personal or separate bank account in Your name. You acknowledge and agree that You do not have direct control over, or legal title to, any bank account associated with Your Global VIBAN.

6.4. No Direct Protection of User Funds

Fasset and the third party service providers do not provide safeguarding services directly to You. By agreeing to these Terms and by accessing or using the Global VIBAN Services, You acknowledge and agree that any Funds processed through Global VIBAN Services infrastructure made available to You on the Platform are safeguarded solely on behalf of Fasset and not on Your behalf as the Users.

6.5. Exemption of Refund Policy for Unauthorised Transactions

You acknowledge and agree that You shall not be entitled of receiving refund of the amount of unauthorised Transaction in the event of the following circumstances:

- a. the Transaction was able to be initiated due to an underlying Your fraud, negligence, breach of these Terms and/or wilful misconduct; or
- b. where the Transaction is connected to a fraud or scam in general.

6.6. Termination or Suspension of Your Global VIBAN Access and Transactions

You acknowledge and agree that Fasset and the third party service provider may, at their discretions, terminate or suspend Your access to login credentials, Wallet, or the execution of any Transaction in the absence of the following information:

- a. sufficient information regarding You, as may be requested by Fasset from time to time;
- b. the nature or purpose of a Transaction; or
- c. the identity of any party involved in such Transaction.

To the extent permitted by law and practicability, Fasset will use reasonable efforts to provide prior notice of any such termination or suspension. You further acknowledge and agree that Fasset shall not be liable for any losses or consequences arising from such termination, suspension, or postponement of access or transactions.

6.7. Platform and Technical Risks

The provision of Global VIBAN Services depends on the Platform's technical infrastructure. You acknowledge that service interruptions, bugs, software vulnerabilities, or third-party system failures may impact the availability or accuracy of the Global VIBAN Services. Fasset shall not be liable for any loss or delay resulting from such issues unless caused by gross negligence or wilful misconduct.

6.8. Regulatory and Legal Risks

You acknowledge that regulatory treatment of the provision of Global VIBAN Services and their facets may change. Fasset may be required to suspend or modify these Terms in response to applicable regulatory or legal requirements, including directives from any Governmental Authority. Fasset shall not be liable for any losses arising from such actions.

6.9. Reliance and Suitability

Nothing in these Terms or on the Fasset Platform shall be construed as investment, legal, or tax advice. You acknowledge and agree that accessing and using the Global VIBAN Services are made solely at Your own discretion and based on Your independent judgment. You should consult with professional advisors if uncertain about any aspect of the service or its legal implications.

6.10. Third-Party Custodians

Fasset may use third-party custodians, financial institutions, or service providers to hold, safeguard, or administer Supported Assets or facilitate related operations for the provision of Global VIBAN Services. Fasset shall not be liable for any losses, delays, failures, or technical issues resulting from the actions, omissions, insolvency, or operational failures of such third-party entities, except to the extent directly caused by Fasset's own gross negligence or wilful misconduct. You acknowledge and agree with the inherent risks associated with the involvement of such third parties.

7. GENERAL PROVISIONS AND MISCELLANEOUS

- 7.1. Fasset reserves the right, at its sole discretion, to suspend or cancel your access to the Global VIBAN Services at any time, without prior notice, under the following circumstances:

- a. You fail to provide any required documentation or information necessary for compliance with Applicable Laws, internal policies, or risk assessments;
- b. You are in breach of these Terms, any Aggregates, or any Applicable Laws and regulations;
- c. Any risk-related factor arises, which, in Fasset's sole judgment, poses a potential threat to the integrity, security, or lawful operation of the Platform, the Global VIBAN Services, or the interests of other Users.

You expressly agree that such suspension or cancellation may be effected immediately and without prior notice, where such action is taken in good faith based on Fasset's internal risk assessments, legal obligations, or regulatory directives. Fasset shall not be liable for any losses or claims arising from such suspension or cancellation.

- 7.2. In the event of an Exceptional Circumstance, Fasset's obligations under these Terms shall be suspended for the duration of such event. Fasset will use reasonable efforts to mitigate the effects and to notify you promptly.
- 7.3. You acknowledge that the Platform may experience downtime, system maintenance, or unexpected outages that could affect the Global VIBAN Services. Fasset shall not be liable for any losses or delays. You remain responsible for ensuring timely repayments, even in cases of technical disruptions.
- 7.4. For avoidance of doubt, the Dispute Resolution, Indemnity and Limitation of Liability provisions of the User Agreement of the Platform apply to the Global VIBAN Services in full.
- 7.5. You agree that you are solely responsible for understanding and complying with all laws, rules, and regulations that apply to you on account of your citizenship, residency, location, or jurisdiction in relation to your access and use of the Platform and associated materials.
- 7.6. By using the Global VIBAN Services, you expressly consent to the placement, custody, and safekeeping of your crypto assets and Funds with third-party custodians, financial institutions, or service providers selected by Fasset or its Affiliates, where deemed necessary for operational, legal, or risk management purposes. You acknowledge and agree that such custodial arrangements may be subject to separate legal frameworks, operational policies, and regulatory environments, and accept the associated risks.
- 7.7. In addition to the indemnity provisions set forth in the User Agreement of the Platform, you agree to indemnify, defend, and hold harmless Fasset, its Affiliates, the appointed third-party service providers supporting this Global VIBAN Services, directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- a. Technical failures, misconfigurations, or operational disruptions affecting return accrual, display, or distribution;
- b. Your breach of these Terms or any Aggregates.

This indemnity shall survive termination or suspension of access to the Global VIBAN Services.

- 7.8. These Terms, along with their Aggregates, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior understandings and Communications relating thereto. No term or condition of any other document provided to Fasset which is different from, inconsistent with, or in addition to the Terms set forth herein will be binding upon the Parties. You represent and warrant that all information disclosed to Fasset and the appointed third-party service providers in connection with these Terms is true, accurate, and complete.
- 7.9. These Terms and the rights and obligations set forth herein are personal to You and shall not be assigned, transferred, delegated, or otherwise disposed of in any manner by You without the prior written consent of Fasset. For clarity, Fasset shall not assign or transfer any of its obligations under these Terms to any third party, except to entities within the Fasset Group as part of an internal reorganisation, and even such internal transfers shall not affect the Your obligations under these Terms.