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: 2026-08-27 · 33 documents

> 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.

Contents

CashXChain

Overview

The legal, privacy and compliance documents for CashXChain — the infrastructure for the money of tomorrow. Use the sidebar to browse, or the search box to find a specific clause.

The complete Legal Center is available as a single consolidated PDF for counsel, due diligence and vendor reviews, or as a ZIP of the individual documents. Each document can also be downloaded on its own from the button at the top of its page.

Most requested

- Terms of Service
- Privacy Policy
- Legal Notice
- Compliance
- Cookie Policy
- Contacts

How agreements are formed

You agree to one document. The Terms of Service, between you and CashXChain UG (haftungsbeschränkt), is the only document you actively agree to. Everything that binds you is either in it or incorporated by it, and every incorporated document says so in a banner at the top of its own page.

Nothing binds you by being published here. A notice, a disclosure or a disclaimer in this Legal Center informs you. It does not create obligations between us, and it does not vary the Terms of Service. The Legal Sitemap below says which is which.

The contract is formed when we open your account. You submit a registration or an order form; we confirm in text form that your account is open, or we first make the platform available to you for live transactions. Before that point, nothing here is an offer — prices, product information and the platform itself are an invitation to deal.

Verification is a condition, not a formality. We can make the contract conditional on business verification, on a Partner accepting your business, and on any further condition we tell you about.

Your own terms do not apply. They do not become part of the contract even if we perform without objecting to them, and even if you attach them to an order.

Changes reach you before they take effect. A material change to the Terms of Service or to any document that forms part of it is notified before it takes effect. The notice sets out what is changing and from when. If you do not object, the change takes effect and you may terminate free of charge before it does. Every change, material or editorial, is recorded in the Versioned Terms Archive & Change Log.

One law, one forum, one language. Swiss substantive law governs, the courts and tribunals are named in one place, and the English version is the authoritative text. All of it is on Contracting Entity & Governing Law, and no other document may state anything different.

Legal Sitemap

Every document in this Legal Center, grouped by what it is — so you can tell whether a page binds you, informs you, describes us, or warns you, before you read it.

Contract 11

Binds you and us. The Terms of Service and everything it incorporates by reference. The Terms also link the Partner terms you accept, so that contractual content sits there rather than in a disclosure.

Notice 9

Information we are required, or choose, to give you. It informs you; it creates no obligations between us.

Disclosure 11

A factual statement about CashXChain — our status, our partners, our controls — published so it can be checked.

Disclaimer 1

A statement of risk that you carry.

CashXChain

Legal Notice

VERSION 1.3 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

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

Parent company

CashXChain Inc.

131 Continental Dr, Suite 305
Newark, DE 19713
United States

Registered Agent: Legalinc Corporate Services Inc.
Delaware File No. 10567097
President & CEO: Valentin Israel

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 (haftungsbeschränkt) 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 (haftungsbeschränkt). Additional local subsidiaries in other jurisdictions are planned as the platform expands.

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.

Details are on Regulatory Status & Partner Disclosure.

Consumer dispute resolution

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, write to complaints@cashxchain.com. The timescales and the escalation route are in the Complaints Procedure.

CashXChain

Regulatory Status & Partner Disclosure

VERSION 4.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This page sets out CashXChain's own regulatory status, the licensed institutions through which the regulated parts of our service are provided, and who issues the stablecoins that settle across our rails.

Every authorisation stated below links to the public register entry of the competent authority, so that none of it has to be taken on our word. Where we have not been able to confirm something against the register itself, the entry says so and names whose statement it rests on instead.

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 (all sources retrieved 19 August 2026). 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 (haftungsbeschränkt) 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 (haftungsbeschränkt). 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. At a glance

Who	What they do	Entity you deal with	Supervised by	Status
Circle	Issues USDC and EURC	Circle Internet Financial Europe SAS (EEA)	ACPR / Banque de France	In use
Sokin	Named accounts, payments, currency conversion	Plata Capital Canada Inc.	FINTRAC, Bank of Canada	In use

Who	What they do	Entity you deal with	Supervised by	Status
Stablegate	Stablecoin transit and settlement	STGG AG, or Coinder sp. z o.o.	FINMA-recognised SRO, member No. 101275	In use
Stripe	Card acquiring and payment processing	Stripe Technology Europe, Limited	Central Bank of Ireland	In use
Binance	Scope not settled	—	—	Under evaluation
Coinbase	Developer platform and embedded wallets	—	—	Under evaluation

Circle is an issuer, not a Partner: you hold a token it issues, but you enter into no contract with Circle through us. The four rows below it are Partners, and you enter into a contractual relationship with each of them in addition to your contract with us. Which Partner terms you accept, and how, is set out in clause 6 of the Terms of Service and is not repeated here. The two entries marked *under evaluation* provide no part of the service today.

4. Stablecoin issuer

Circle

Entity. In the European Economic Area, both USDC and EURC are issued by **Circle Internet Financial Europe SAS**, Circle's French subsidiary. Outside the EEA, USDC is issued by **Circle Internet Financial, LLC**.

Role. Issues the stablecoins that settle across our rails, redeems them, and holds the reserves that back them. Circle is a stablecoin issuer, not a payment or custody Partner of CashXChain, and this disclosure keeps the two roles apart.

Regulatory status — EEA. Circle Internet Financial Europe SAS is licensed as an electronic money institution by the Autorité de contrôle prudentiel et de résolution (ACPR), the French prudential authority attached to the Banque de France, with effect from 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 ↗ (retrieved 27 August 2026), which is where it can be checked.

Regulatory status — elsewhere. Circle holds a New York BitLicense from the New York State Department of Financial Services ↗ (since 2015; retrieved 19 August 2026), is a FinCEN-registered money services business, and holds money transmitter licences across the United States, which Circle lists state by state on its own licences page ↗ (retrieved 27 August 2026). On 10 July 2026 Circle received final OCC approval ↗ (retrieved 19 August 2026) to 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.

How MiCAR ↗ treats these tokens. Both USDC and EURC are **electronic money tokens** and are therefore governed by **Title IV** of MiCAR ↗, not Title III. Title III applies to asset-referenced tokens, which reference a basket rather than a single official currency, and neither USDC nor EURC is one. Two consequences of Title IV matter to a holder, and both can be checked rather than assumed:

- The issuer must publish a crypto-asset white paper. Circle publishes one for each token: MiCA USDC White Paper ↗ and MiCA EURC White Paper ↗ (both retrieved 27 August 2026).
- A holder has a right of redemption at par value, at any time. Circle's MiCA Redemption Policy ↗ (retrieved 27 August 2026) sets out how that right is exercised.

Reserves. Circle publishes the composition of the reserves and monthly third-party attestations at circle.com/transparency ↗ (retrieved 27 August 2026).

Why this matters to you. Settlement runs over a token, so the token's issuer and the rules it answers to are part of your risk picture even though you never contract with it. An electronic money token under Title IV is redeemable at par from a supervised issuer — which is the reason we settle over these two and not over a token that offers neither.

Documents. Licences ↗ · EEA Terms of Use ↗ · USDC Terms ↗ · EURC Terms ↗ · MiCA Redemption Policy ↗ · Privacy Policy ↗ · Transparency and reserves ↗ (all retrieved 27 August 2026)

5. Our regulated Partners

Each licensed institution below performs regulated steps in our service under its own authorisation, in its own name and on its own regulatory responsibility.

Sokin

Entity. Plata Capital Canada Inc., trading as Sokin. 333 Bay Street, Suite 2400, Toronto ON M5H 2T6, Canada. Sokin is a trading name used by companies in the Plata Capital group. The group company that holds the name is Plata Capital Limited, registered in England and Wales under company number 10958599, registered office c/o Mishcon de Reya, Africa House, 70 Kingsway, London WC2B 6AH (Companies House ↗, retrieved 26 August 2026). **The entity that contracts with you is the Canadian one.**

Role. Accounts in your own business name, local and international payments, and currency conversion.

Regulatory status. Sokin states, in its Platform Terms & Conditions and on its regulation page, that Plata Capital Canada Inc. is registered with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) as a money services business under registration number **M19963277**, and with the Bank of Canada under the Retail Payment Activities Act. Unlike the other authorisations on this page, we have not been able to confirm those registrations against the registers themselves, so this entry records what Sokin states rather than what we have checked.

The rest of the group. Sokin operates through a different company in each jurisdiction, and the authorisations differ accordingly. The table is reproduced from Sokin's own regulation page ↗ (retrieved 27 August 2026); we have not verified the entries against the individual registers. It is here so that a reference you encounter elsewhere can be placed — **none of these entities other than the Canadian one is your counterparty, and no authorisation of theirs is relied on in our service.**

Jurisdiction	Entity	Authority and reference
Canada — yours	Plata Capital Canada Inc.	FINTRAC money services business M19963277; Bank of Canada under the RPAA
EEA	Plata Capital Europe AS, Oslo	Financial Supervisory Authority of Norway, electronic money institution, FRN 995073064, passported into the EU

Jurisdiction	Entity	Authority and reference
United Kingdom	Plata Capital UK Limited	Financial Conduct Authority, electronic money institution, reference 1029250. Also a distributor of Modulr FS Limited (FCA FRN 900573)
United States	Plata Capital USA, Inc.	FinCEN money services business 31000333679106; state money transmitter licences in application
Australia	Sokin Australia Pty Ltd	ASIC, AFSL 536975; AUSTRAC-enrolled remittance dealer; AFCA member 92855
UAE	Sokin DIFC Limited	Dubai Financial Services Authority, Category 3D Money Service Provider, FRN F011898

Acceptance. You accept Sokin's Terms and Conditions through us, when you accept our Terms of Service, and the record of that acceptance goes to Sokin with your onboarding documents. Sokin then runs its own business verification before your accounts are opened.

Operational limits. Card acceptance and card issuing are not available through the embedded solution. Stablecoin support is limited to USDT and USDC on the Ethereum and Tron networks. Accounts in your own business name are available in GBP, EUR, USD and CAD; other currencies are held in pooled accounts in Sokin's name with a reference that identifies you.

Why we work with Sokin. An account in the customer's own name, rather than a share of a pooled account, is what keeps funds with the licensed institution and us out of the flow. Sokin issues those accounts across the corridors we operate and settles on local rails in each of them.

Documents. Platform Terms & Conditions ↗ (PDF, dated March 2026) · Privacy Policy ↗ · How Sokin is regulated ↗ (all retrieved 27 August 2026)

Sokin does not deal with your own customers directly. Where it needs more information about a payment or about you, it asks us, and we come to you.

Stablegate

Entity. STGG AG, operating under the brand name Stablegate. Dammstrasse 16, 6300 Zug, Switzerland. Commercial Register of the Canton of Zug, CHE-282.984.669. Represented by Boris Mozer, Director.

Role. Stablecoin transit and settlement.

Regulatory status. A Swiss financial intermediary that carries out customer due diligence, monitoring and reporting under the Swiss Anti-Money Laundering Act (AMLA) ↗. Its Terms of Business state that it is a member of a FINMA-recognised self-regulatory organisation ↗ (retrieved 27 August 2026) under member No. 101275. **It is not directly licensed by FINMA, and it is not authorised under MiCAR ↗ or by any EU or EEA financial supervisory authority.** SRO membership is supervision for anti-money-laundering purposes; it is not a licence to provide financial services, and we state it that way rather than letting a FINMA reference imply more than it carries.

Contracting entity. Under the Terms of Business, Stablegate designates the contracting entity during onboarding, and it may be either STGG AG in Switzerland or Coinder sp. z o.o., Romana Dmowskiego 3/9, 50-203 Wrocław, Poland (KRS 0001019528), a registered virtual asset service provider. Which one you get is Stablegate's choice, made in its own onboarding, and it decides which law governs your contract with them.

Why we work with Stablegate. Moving between official currency and a stablecoin needs a counterparty that is supervised for anti-money-laundering purposes and settles on both SEPA and public networks. Stablegate does both under one contract.

Documents. Terms of Business ↗ (retrieved 27 August 2026) · Privacy Policy ↗ · Non-Serviced Countries ↗ · Non-Serviced Business Sectors ↗ · Document Requirements ↗ (all retrieved 19 August 2026)

As part of Stablegate's own onboarding you may be asked to give a reverse-solicitation declaration. That declaration is between you and Stablegate; we neither collect it nor hold it.

Stripe

Entity. Stripe Technology Europe, Limited. Address as recorded on the Central Bank of Ireland register: P.O. Box 559, Dublin 1, Ireland.

Role. Card acquiring and payment processing.

Regulatory status. Authorised as an electronic money institution under Regulation 9 of the European Communities (Electronic Money) Regulations 2011 (as amended), which implement EMD2 ↗ in Ireland, and supervised by the Central Bank of Ireland. The register records the entity type as "E-Money Institutions PSD2 ↗", which carries passporting across the EEA.

Why we work with Stripe. Card acceptance requires an acquirer authorised in the EEA. Stripe covers the card rails our customers use and settles into the same corridors we operate.

Documents. Central Bank of Ireland register entry, reference C187865 ↗ (retrieved 27 August 2026) · Stripe legal pages (Ireland) ↗ · Connected Account Agreement ↗ · Services Agreement ↗ · Privacy Policy ↗ (all retrieved 19 August 2026)

Stripe's Connected Account Agreement calls our contract with you the "Platform Provider Agreement". Where you have no access to the Stripe Dashboard, that agreement directs you to contact us, not Stripe, for support on the Stripe services.

6. Under evaluation

Neither of the two below provides any part of our service today. They are listed because they are under active evaluation and because we would rather name what is being considered than let it appear later without explanation. **No authorisation of either is claimed or relied upon anywhere in this disclosure.** If an engagement is agreed, it moves into the section above with its licensed entity, its role and its register entry, in the same form as the Partners there.

Binance

Under evaluation as a Partner. The scope of any engagement, the contracting Binance legal entity and its authorisation are all unsettled, so there is nothing here to state or to link.

Coinbase

Under evaluation as a Partner for the Coinbase Developer Platform and embedded wallets. The contracting entity and the authorisation it would rely on are not settled.

One thing is worth separating out, because it is already true: Coinbase, Inc. and Coinbase Crypto Services, LLC process personal data for us today in the **v1 and v2 validation environments** — internal, pre-production environments that carry no customer transactions. That processing is disclosed in our Sub-processor List. It is a data-processing relationship, not a regulated Partner relationship, and it confers no authorisation on anything in our live service.

7. Our technology providers

The following provide infrastructure only and perform no regulated financial step: Cloudflare (network, security and cookieless analytics), Amazon Web Services (cloud hosting, Frankfurt), Resend (transactional email), and Google Workspace (productivity and email). Full processing details, locations and transfer safeguards are in our Sub-processor List.

8. 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 ↗ (both retrieved 26 August 2026); the full portfolio, with each register entry, is on IP & Copyright.

9. Licences and registrations

CashXChain UG (haftungsbeschränkt) and CashXChain Inc. do not themselves hold financial-services licences. Our corporate registrations are listed in our Licenses & Registrations overview.

10. Updates and contact

We keep this page current as our arrangements evolve, and a Partner is added or removed here before the change reaches the service. Questions can be sent to compliance@cashxchain.com or legal@cashxchain.com.

CashXChain

Licenses & Registrations

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

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 ↗ (both retrieved 26 August 2026); the full portfolio, with each register entry, is on IP & Copyright.

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.

CashXChain

Order-of-Precedence Note

VERSION 2.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
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:

1. the Terms of Service, which is the binding contract;
2. the Data Processing Addendum pursuant to Article 28 GDPR (the "DPA"), together with the Sub-processor List, for matters of personal data processing;
3. the Acceptable Use Policy and Prohibited & Restricted Businesses;
4. the API Partner Terms, where you access the API;
5. Environments & Test Products, where you use a test or sandbox environment;
6. the Website & Platform Terms of Use;
7. the Complaints Procedure; then
8. any notice or policy referred to in those documents.

1b. Partner terms. A Partner performs the regulated step under its own terms, which exist between you and that Partner. For that step, and only for that step, the Partner's terms prevail over every document above. Which Partner terms you accept is set out in clause 6 of the Terms of Service.

1a. The one document that outranks the order. Contracting Entity & Governing Law prevails over every document above, including the Terms of Service, on its own subject matter: who you contract with, which law governs, where disputes are heard, and which language version is authoritative. Nothing else may state a different position on those four points.

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.

3. Language versions

This order applies to the English versions, which are the authoritative texts. The German versions are non-binding translations and do not create a conflict of their own; where a German version differs from the English, the English version applies. The position is set out in full on Contracting Entity & Governing Law.

CashXChain

Contracting Entity & Governing Law

VERSION 4.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
This page is the single authoritative source for who you contract with, which law governs that contract, and where disputes are heard.

At a glance

Item	Position
Contracting party	CashXChain UG (haftungsbeschränkt), Feldkirchen-Westerham, Germany
Governing law	Substantive law of Switzerland, for every customer worldwide, CISG excluded
Forum — EU, EEA and EFTA	Commercial Court of the Canton of Zurich ↗, otherwise the courts of the City of Zurich
Forum — everywhere else	Arbitration under the Swiss Rules, seat Zurich, in English, no upper limit
Always available in court	Interim relief, undisputed sums, intellectual property claims
Notice before customer claims (EU/EEA/EFTA)	30 days
Authoritative language	English

The clauses below are what binds. This table summarises them and does not vary them.

1. Contracting entity

The operator of the CashXChain platform and the contracting party for all customer agreements is **CashXChain UG (haftungsbeschränkt)** (“CashXChain”, “we”, “us”), a German company registered under HRB 34664 at Amtsgericht Traunstein. CashXChain UG (haftungsbeschränkt) operates the platform under a licence from its holding company, CashXChain Inc.

2. Group structure and transfer of contract

Group structure

CashXChain Inc. (Delaware, USA) is the parent holding company of the CashXChain group of companies (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 (haftungsbeschränkt) 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 (haftungsbeschränkt). Additional local subsidiaries in other jurisdictions are planned as the platform expands.

Transfer of contract

CashXChain may transfer this contract, in whole or in part, to another company in the CashXChain Group or, in connection with a reorganisation, merger, or transfer of the business or of substantial assets, to a third party. A transfer takes effect only so far as the transferee is able to provide the service. Parts of the service are performed by licensed Partners under their own authorisations, and a Partner may first have to consent to the transferee taking our place or accredit it in its own right; until it does, the part of the service that depends on that Partner does not pass to the transferee. We will inform you in reasonable time before the transfer takes effect. Where the transfer is to an entity outside the CashXChain Group, you may terminate the contract with effect from the date the transfer takes effect. A transfer within the CashXChain Group does not give rise to a termination right. You may not assign or transfer this contract, or any rights or obligations under it, without our prior written consent.

3. Governing law

This contract and all non-contractual obligations arising out of or in connection with it are governed by the substantive law of Switzerland, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This applies to customers worldwide.

Why Swiss law

- **Neutral ground.** Swiss law is the law of neither of our own companies — not of the German operating entity, not of the US holding company. Our customers are international, and the same neutral law applies to all of them on the same terms.
- **A settled commercial code.** The Swiss Code of Obligations ↗ has been in force since 1912 and is among the laws most often chosen for cross-border commercial contracts. Its content is stable and its case law is published.
- **A specialist court.** The Commercial Court of the Canton of Zurich ↗ sits with career judges alongside judges drawn from the industry in dispute. It decides as the single cantonal instance, and appeal lies directly to the Swiss Federal Supreme Court.
- **Awards that travel.** An arbitral award made in Zurich is enforceable in the more than 170 states party to the New York Convention of 1958, which Switzerland ratified without reservation.
- **No loss of data protection.** Switzerland is covered by a European Commission adequacy decision. Choosing Swiss law and a Swiss forum does not lower the standard of protection that applies to personal data under the Privacy Policy.

4. Jurisdiction — customers in the EU, EEA or EFTA

For customers established in the European Union, the European Economic Area or an EFTA state, the Commercial Court of the Canton of Zurich ↗ (Handelsgericht des Kantons Zürich), Switzerland, to the extent it has subject-matter jurisdiction, and otherwise the competent courts of the City of Zurich, have exclusive jurisdiction over any claim brought by the customer.

CashXChain may bring proceedings against the customer, at its election:

- before the Commercial Court of the Canton of Zurich ↗, to the extent it has subject-matter jurisdiction, and otherwise before the competent courts of the City of Zurich;
- before any court in the EU or EFTA having jurisdiction under Regulation (EU) No 1215/2012 ↗ (Brussels Ia) or the Lugano Convention ↗;
- at the customer's general place of jurisdiction; or
- in arbitration in accordance with the Swiss Rules of International Arbitration ↗ of the Swiss Arbitration Centre. The seat of the arbitration is Zurich, Switzerland, and the language of the proceedings is English. The dispute is decided by a sole arbitrator where the amount in dispute does not exceed CHF 1,000,000, and otherwise by three arbitrators. There is no upper limit on the amount in dispute that may be referred to arbitration.

Notice before proceedings. Before bringing a claim against CashXChain, the customer shall notify CashXChain in writing of the intended claim, stating its subject matter and the amount in dispute. The customer may commence proceedings once 30 days have passed since that notice was received. CashXChain may elect arbitration under the fourth bullet above until that period has expired or, where no notice is required, until CashXChain has responded to the claim on the merits. This paragraph does not apply to applications for interim relief or where notice would cause a limitation period to expire.

Language of proceedings. Where the court seised permits proceedings to be conducted in English, the parties agree to request that they be conducted in English.

5. Arbitration — customers outside the EU, EEA and EFTA

For customers established outside the European Union, the European Economic Area and EFTA — including the United Kingdom, the United States and Canada — any claim brought by the customer shall be finally settled by arbitration in accordance with the Swiss Rules of International Arbitration ↗ of the Swiss Arbitration Centre. The seat of the arbitration is Zurich, Switzerland, and the language of the proceedings is English. The dispute is decided by a sole arbitrator where the amount in dispute does not exceed CHF 1,000,000, and otherwise by three arbitrators. There is no upper limit on the amount in dispute that may be referred to arbitration.

CashXChain may, at its election, bring proceedings against such a customer in arbitration on the terms set out above, or before the Commercial Court of the Canton of Zurich ↗ to the extent it has subject-matter jurisdiction and otherwise the competent courts of the City of Zurich, or before any court in the EU or EFTA having jurisdiction under Regulation (EU) No 1215/2012 ↗ (Brussels Ia) or the Lugano Convention ↗, or at the customer's general place of jurisdiction.

Consolidation. Where two or more arbitrations under these terms raise substantially the same questions of law or fact, either party may request their consolidation into a single arbitration, and the Swiss Arbitration Centre shall decide in accordance with the Swiss Rules.

No class or collective proceedings. Claims shall be brought in an individual capacity only, and not as claimant or class member in any purported class, collective, consolidated or representative proceeding, save as provided in the preceding paragraph.

If the difference in treatment between the customer and CashXChain under this clause, or CashXChain's right to elect state court proceedings, is held invalid or unenforceable, this clause applies as if both parties were required to resolve all claims by arbitration on the terms set out above. If the consolidation paragraph or the class and collective proceedings paragraph is held invalid or unenforceable, the remainder of this clause, including the agreement to arbitrate, continues in full force.

6. Matters always available in state court

For customers established in the European Union, the European Economic Area or an EFTA state, either party may apply to any competent state court for interim or protective relief, including injunctive relief. For customers established elsewhere, the customer's sole recourse for interim or protective relief is the emergency arbitrator under the Swiss Rules of International Arbitration ↗; CashXChain may in addition apply to any competent state court.

CashXChain may in any event bring before any competent state court, including at the customer's general place of jurisdiction:

- claims for payment of undisputed or finally determined sums, including proceedings under Regulation (EC) No 1896/2006 ↗ establishing a European Order for Payment procedure and enforcement under the Swiss Federal Act on Debt Enforcement and Bankruptcy (SchKG) ↗; and
- claims arising from the infringement of intellectual property rights.

This paragraph is available to CashXChain only and does not extend to claims for declaratory relief.

7. Independence of provisions

Clauses 3 to 9, and each paragraph within them, are separate and independent provisions. If any of them is held invalid or unenforceable in whole or in part, the remaining provisions continue in full force. In particular, the invalidity of CashXChain's right to elect arbitration under clause 4 does not affect the exclusive jurisdiction agreed under that clause, and the invalidity of that exclusive jurisdiction does not affect CashXChain's right to elect arbitration or to bring proceedings before the courts listed in that clause.

8. Business customers only

The platform is provided exclusively to businesses. The customer warrants that it enters into this contract in the course of its trade, business or profession and not as a consumer, and that the person accepting these terms is authorised to bind it. CashXChain verifies commercial status as part of onboarding.

9. What this clause does not affect

This page governs the law applicable to the contract and the forum for disputes. It does not affect, and cannot limit:

- supervisory and financial services law applicable to us or to our licensed partners;
- anti-money-laundering, counter-terrorist-financing and sanctions obligations;
- the General Data Protection Regulation ↗, including the competence of the Bayerisches Landesamt für Datenschutzaufsicht ↗ as our lead supervisory authority;
- tax law, insolvency law and company law; and
- rights in intellectual property, which are governed by the law of the country for which protection is sought.

10. Language

The English version of this page, and of every other document in this Legal Center, is the legally authoritative text. This applies without exception. The German versions are provided for convenience only and are not binding. Where the two versions differ, the English version prevails, including in any proceedings under this page.

11. Effect on other documents

The Terms of Service, the Data Processing Addendum pursuant to Article 28 GDPR, the API Partner Terms and every other document in this Legal Center are governed by, and subject to the forum and language provisions of, this page. No other document states a different governing law, forum or authoritative language.

CashXChain

IP & Copyright

VERSION 2.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This page sets out the industrial property rights and the copyright behind the CashXChain platform: what is filed, what is registered, who holds it, and what you may and may not do with our material. Each registered right links to the entry in the register of the granting office so that it can be checked independently.

At a glance

Right	Reference	Status
Patent application (DPMA)	DE 10 2026 002 845.0	Pending
Utility model (DPMA)	DE 20 2025 001 388.2	Registered, in force
Utility model (DPMA)	DE 20 2025 003 738.2	Registered, in force
Utility model (DPMA)	DE 20 2025 003 741.2	Filed, pending registration
Utility model (DPMA)	DE 20 2025 003 743.9	Filed, pending registration
Utility model (DPMA)	DE 20 2025 003 744.7	Filed, pending registration
EU trade mark (EUIPO)	019403993 — CashXChain	Application pending
Copyright	Software, content and documentation	Arises without registration

1. Patent application

DE 10 2026 002 845.0 — filed with the German Patent and Trade Mark Office (DPMA) ↗ (retrieved 26 August 2026) and pending. It claims priority from utility model DE 20 2025 001 388.2 under the Paris Convention for the Protection of Industrial Property.

A German patent application is published, and only then appears in the public register, eighteen months after its priority date. Until that point there is no register entry to link, and the application is deliberately not described here in more detail than the file number.

A pending application confers no enforceable exclusive right. What it does is fix the priority date, and the two registered utility models below already protect the same subject matter in Germany in the meantime.

2. Registered utility models

Two utility models are registered at the DPMA and in force. Both are currently held personally by our founder, Valentin Israel. Assignment to CashXChain Inc. is planned as part of the ongoing corporate restructuring, and this page will be updated when it is recorded in the register.

- ***Payment system with blockchain integration*** (Zahlungssystem mit Blockchain-Integration) — DE 20 2025 001 388.2. Filed 23 May 2025, registered 26 June 2025, publication of the registration in the Patentblatt 7 August 2025. Main IPC class G06Q 20/08. Published document DE 20 2025 001 388 U1. Register entry ↗ (retrieved 26 August 2026).
- ***Routing engine for digital payment networks*** (Routing-Engine für digitale Zahlungsnetzwerke) — DE 20 2025 003 738.2. Filed 2 December 2025, registered 19 January 2026. Register entry ↗ (retrieved 26 August 2026).

A German utility model is registered without substantive examination of novelty and inventive step. It confers an exclusive right that can be enforced, but validity is examined only if it is challenged in cancellation or infringement proceedings. We state that distinction rather than let a registration number imply more than it carries.

3. Utility models pending registration

Three further utility models were filed with the DPMA on 2 December 2025 and are awaiting registration. The DPMA creates a public register entry on registration, so there is nothing to link for these yet.

- ***Device for the technical enforcement of regulatory and safety-relevant requirements in digital payment transactions*** — DE 20 2025 003 741.2.
- ***Device for forecast-based capital allocation and technical pre-initialization of payment infrastructures*** — DE 20 2025 003 743.9.
- ***System for the unified abstraction of multiple payment infrastructures into one digital wallet*** — DE 20 2025 003 744.7.

Patents and utility models at the DPMA can be searched in DPMAregister ↗ (retrieved 26 August 2026).

4. Trade marks

CashXChain is filed as an EU trade mark with the European Union Intellectual Property Office (EUIPO) under application number **019403993**, held by CashXChain Inc. It covers classes 9 (software), 36 (payment and financial services) and 42 (platform and API services) across all 27 EU Member States. The application was made under the EUIPO Fast Track procedure; publication was on 16 August 2026 and registration is expected on 16 November 2026, subject to the opposition period passing without opposition.

The status is **application pending**. Once registered, the mark will be searchable in the EUIPO eSearch register ↗ (retrieved 26 August 2026).

Independently of registration, "CashXChain", the CashXChain logo and our product names are used in trade and are protected as unregistered signs to the extent the law provides for that.

5. 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 licence from CashXChain Inc.

What that covers. Source code and object code; the structure, selection and arrangement of our APIs and their specifications and reference documentation; interface and interaction designs, layouts, icons and other graphic works; technical and product documentation; the text of every document in this Legal Center, including its German translations; and our marketing and website copy. It covers the works themselves, not the facts or legal positions they describe.

How the rights reach us. Works created by our employees and contractors are brought to CashXChain Inc. through their employment or engagement contracts. Under German law authorship stays with the individual who created the work and copyright itself cannot be assigned (§§ 7 and 29(1) of the Copyright Act (UrhG) ↗, retrieved 26 August 2026); what is granted instead is an exclusive, unrestricted right of use under § 31 UrhG, including for types of use not yet known. Under United States law, works made for hire vest in the company directly. The practical result is the same in both places: CashXChain Inc. controls the exploitation of the work.

Databases. Where our systems and this corpus constitute databases, the sui generis database right under §§ 87a to 87e UrhG, implementing Directive 96/9/EC, belongs to CashXChain Inc. as the maker of the database. That right is separate from copyright in the individual entries and applies even where the entries themselves are not protected.

Notices. The copyright notice on our pages and in our PDFs is generated from a single source so that it cannot drift between them. Copyright arises on creation and without any formality under the Berne Convention: the absence of a notice on a particular page or file does not place that material in the public domain.

6. Third-party and open-source components

Our platform and this site incorporate third-party components, including open-source software. Nothing in this page claims any right in them.

Open-source components remain subject to their own licences. Nothing stated here restricts, and nothing here is intended to restrict, any right granted to you under such a licence. Where a licence requires attribution, the preservation of notices, or the availability of source code, we comply with it on the terms of that licence. Third-party trade marks, logos and product names named anywhere in this Legal Center belong to their respective owners and are used for identification only.

7. Using our content

You may read, print, download, quote and link to the documents in this Legal Center. Quotation should identify CashXChain as the source and must not alter the meaning of what is quoted; where you rely on a document, quote the version that is in force.

Beyond that, you may not copy, reproduce, distribute, publicly communicate, modify or otherwise reuse our content without our written permission, except to the extent the law allows without it — in Germany, for example, the statutory exceptions in the UrhG for quotation, press reporting, and temporary and incidental reproduction.

Text and data mining. This Legal Center is published to be read, indexed and quoted, by people and by automated systems alike, and our robots.txt and llms.txt say so. We do not restrict text and data mining of the documents in this Legal Center. For our software, our product interfaces and our non-legal content, we reserve the right of reproduction for text and data mining under § 44b(3) UrhG and Article 4(3) of Directive (EU) 2019/790; that reservation is made here in machine-readable form on a page a crawler reaches.

8. No licence

Nothing on our websites, in our documents or in this notice gives you any right in our marks, our patent or utility-model rights, our protected methods or our content, beyond using the service as intended. No right is granted by implication, by acquiescence or by estoppel. Where we do not enforce a right immediately, that is not a waiver of it.

9. Reporting infringement, and licensing

To report suspected infringement of our rights, to notify us that our material infringes yours, or to ask about a licence, write to legal@cashxchain.com. A notice about content on our sites reaches us fastest if it identifies the material, the right relied on and the basis of the claim, and gives us a way to reply.

CashXChain

Accessibility Statement

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

CashXChain UG (haftungsbeschränkt) ("CashXChain") wants the surfaces it builds to be usable by people with disabilities, including people who rely on assistive technology. This statement sets out the standard we work towards, where we stand today, and how to tell us when something does not work.

It is a voluntary commitment. It is not a declaration of conformity, and we do not claim that any accessibility standard has been met.

1. The standard we work towards

We treat the Web Content Accessibility Guidelines (WCAG) 2.1 ↗ (retrieved 25 August 2026) at Level AA as the design goal for the surfaces we build. It is what we design and review against — a target, not an achievement we are reporting.

2. Where we stand today

Our surfaces have not been formally audited against WCAG 2.1. We hold no accessibility certification and have commissioned no third-party assessment. We therefore make no conformity claim, at Level AA or at any other level. What follows describes our practice; it is not a test result.

3. What we do

As we build, we work with:

- **Semantic markup** — headings, lists, tables and landmark regions that carry meaning in the markup rather than only in the visual layout, so assistive technology can convey the structure of a page.
- **Keyboard operation** — navigation and controls reachable and operable without a pointing device, with a visible focus indicator and a means of skipping repeated navigation.
- **Text contrast** — a palette chosen so that text meets the WCAG Level AA contrast thresholds against its background, in both the light and the dark theme.
- **Screen-reader support** — declared page language, text alternatives for non-decorative images, and accessible names on interactive controls, where those controls are ours.

Coverage varies between surfaces and between individual features. Where we have not implemented something on a given screen, we say so on request rather than assume it works.

4. What this statement covers

It covers the surfaces we build and operate: our website at cashxchain.com, this Legal Center at legal.cashxchain.com, the CashXChain platform, and our mobile applications.

It does not cover third-party components embedded in those surfaces, or interfaces operated by our Partners. Where a step in the service runs in a Partner's own interface — onboarding, identity verification, or a regulated payment step — that Partner builds and controls the interface, and its accessibility position applies rather than ours. The Partners are named in our Regulatory Status & Partner Disclosure.

5. Reporting a barrier

If something on one of our surfaces is not accessible to you, write to accessibility@cashxchain.com. Tell us the page or screen, what you were trying to do, and — if it helps — the assistive technology you were using.

We acknowledge reports within 5 business days, and within 15 business days we tell you what we will do about the barrier: fix it, offer a workaround, or explain why we cannot. If the barrier stops you from completing something you need, we will find another route with you in the meantime.

6. Review

We review this statement as the product develops and whenever we change how a surface is built. Our position will change if our regulatory scope changes — for example, if we begin offering a service to consumers rather than to businesses only — and we will update this statement when it does.

CashXChain

Terms of Service

VERSION 6.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

These Terms of Service are the master contract between CashXChain and you. Everything else in this Legal Center either forms part of this contract or explains how we apply it. This is the only document you actively agree to.

1. Scope and parties

1.1 These Terms of Service govern the contract between CashXChain UG (haftungsbeschränkt), Feldkirchen-Westerham, Germany, registered under HRB 34664 at Amtsgericht Traunstein (“CashXChain”, “we”, “us”), and you as our business customer (“you”, “the customer”). The contracting entity, the law that governs this contract, the courts and tribunals that hear disputes, and the language that prevails are set out in full on Contracting Entity & Governing Law, which forms part of this contract and is not restated here.

1.2 The platform is offered to businesses only. You confirm that you enter into this contract in the course of your commercial or professional activity and not as a consumer. We do not contract with consumers, and provisions of law that protect consumers do not apply to this contract.

1.3 Your own general terms and conditions do not apply, and do not become part of this contract, even where we perform without objecting to them and even where you refer to them in an order, a purchase order or any other document.

1.4 Individual agreements made with you in writing take precedence over these Terms of Service in the matters they cover.

2. Definitions

2.1 In this contract:

- **Account** means your account on the platform, including any sub-accounts and user accounts created under it.
- **API** means the application programming interface through which you may access the platform, governed additionally by the API Partner Terms.
- **Business Day** means a day other than a Saturday, Sunday or public holiday in Bavaria, Germany.
- **Order** means an instruction you give us to initiate a transfer of value.
- **Partner** means a licensed or supervised institution that performs a regulated payment, exchange, custody or settlement step in connection with an Order. The current Partners are named on Regulatory Status & Partner Disclosure.
- **Platform** means the CashXChain™ software, interfaces, dashboards and API through which the service is provided.
- **Sanctioned Person** means a person or entity that is designated under, owned or controlled by a person designated under, or otherwise the target of, applicable financial or trade sanctions.

- **Stablecoin** means a crypto-asset used for settlement that is designed to maintain a stable value by reference to a single official currency and that qualifies as an electronic money token under Title IV of Regulation (EU) 2023/1114 ↗ (MiCAR ↗), or under an equivalent regime outside the European Union. The Stablecoins currently used and their issuers are named on Regulatory Status & Partner Disclosure.

2.2 Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation". References to a document in this Legal Center are references to that document as amended from time to time in accordance with clause 25.

3. Documents that form the contract

3.1 The following documents form an integral part of this contract and are incorporated by reference:

- Contracting Entity & Governing Law
- Order-of-Precedence Note
- Website & Platform Terms of Use
- Acceptable Use Policy
- Prohibited & Restricted Businesses
- Data Processing Addendum pursuant to Article 28 GDPR (the "DPA"), together with the Sub-processor List
- API Partner Terms, where you access the API
- Environments & Test Products, where you use a test or sandbox environment
- Complaints Procedure

3.2 Each of those documents is marked as part of this contract where it is published. Any other document in this Legal Center is a notice, a disclosure or a disclaimer: it informs you, it creates no contractual obligations between us, and it does not vary this contract.

3.3 Where the documents conflict, the Order-of-Precedence Note decides which prevails.

3.4 The Privacy Policy is a notice under Articles 13 and 14 of the General Data Protection Regulation (GDPR) ↗, not a term of this contract. Our contractual data protection obligations are in the DPA and in clause 19.

4. Formation of the contract

4.1 The presentation of the platform, of prices or of any product information does not constitute a binding offer.

4.2 The contract is formed when you submit a registration or an order form and we confirm in text form that your account is opened, or when we first make the platform available to you for live transactions, whichever happens first. Opening an account does not oblige us to execute any particular Order.

4.3 We may make formation conditional on the successful completion of the verification described in clause 8, on the acceptance of your business by a Partner, and on any additional condition we notify to you.

4.4 Where a separate order form, framework agreement or statement of work is signed between us, that document and these Terms of Service are read together as one contract.

5. Our role

5.1 CashXChain operates the technology and orchestration layer: the interfaces, the routing logic, the reconciliation and the reporting. We instruct Partners on your behalf and present the result to you.

5.2 The regulated steps — the conversion between official currency and Stablecoin, the holding of funds, and the execution of the regulated payment, transfer or exchange — are performed by a Partner under that Partner's own licence and under that Partner's own regulatory responsibility.

5.3 CashXChain does not hold your funds, does not operate a payment account for you, does not provide credit, and does not provide investment, tax or legal advice. Where funds are held before or after a transfer, they are held by a Partner under that Partner's own safeguarding obligations. Our regulatory position is described on Regulatory Status & Partner Disclosure.

5.4 We may change which Partner performs a given step, add Partners, or remove Partners, without your consent, provided the service you receive remains materially equivalent. Where a change of Partner requires new verification of your business, clause 8 applies.

6. Partner relationships

6.1 The regulated steps described in clause 5 are performed by Partners under their own licences. Each Partner requires a contractual relationship with you, as its own customer, in addition to this contract.

6.2 By accepting these Terms of Service you also accept the terms of the Partners named in clause 6.5, where that Partner has authorised us to obtain your acceptance on its behalf.

6.3 Where a Partner runs its own onboarding, you accept that Partner's terms directly in that process. Where you have also accepted them under clause 6.2, the two acceptances do not conflict: the first lets the relationship be opened for you, the second is the Partner's own record of it. Where a Partner is not named in clause 6.5, its own onboarding is the only place you accept its terms.

6.4 A Partner's terms apply in the version in force from time to time. They exist between you and that Partner, we are not a party to them, and we cannot amend them; clause 25 does not reach them. Your obligation to comply with them is owed to us under clause 14.5.

6.5 The Partner terms you accept are:

- **Stripe Technology Europe, Limited** — card acquiring and payment processing. You accept the Stripe Connected Account Agreement ↗ (retrieved 19 August 2026), which incorporates the Stripe Services Agreement ↗ (retrieved 19 August 2026) by reference.
- **Sokin** — accounts in your own business name, local and international payments, and currency conversion. In using services provided through Sokin, you agree to engage with Plata Capital Canada INC. trading as Sokin, in accordance with Sokin's Terms and Conditions ("Sokin T&Cs"), available at sokin.com/platform-terms-conditions ↗ (retrieved 26 August 2026). In the event of any discrepancy between the Sokin T&Cs and any other document, the Sokin T&Cs shall prevail to the extent that the discrepancy relates to the Services provided by Sokin.

Every other Partner takes your acceptance in its own onboarding under clause 6.3. Who each Partner is, what it is authorised to do and why we work with it is on Regulatory Status & Partner Disclosure.

6.6 Where a Partner relationship does not come into existence, is refused, ends, or is terminated by that Partner, we may suspend or withdraw the affected function.

6.7 A Partner's terms govern the step performed by that Partner. Where they conflict with this contract in respect of that step, the Partner's terms govern it. Where the wording in clause 6.5 states that rule in a Partner's own words, it states this same rule for that Partner's services and not a wider one.

6.8 You authorise us to act for you towards a Partner, and to make and receive statements for you, only so far as is necessary to: (a) submit your onboarding and due-diligence information to that Partner and answer its requests for more; (b) open and set up the accounts and access that Partner provides for you; and (c) transmit your instructions to that Partner and receive its responses. That is the whole of the authority. It does not extend to concluding, varying or terminating any agreement between you and a Partner, to disposing of your funds, or to anything beyond those three purposes. You may withdraw it at any time by notice to us; if you do, we can no longer operate the affected Partner functions for you and may suspend or withdraw them.

7. Where we operate

7.1 We serve business customers established in the jurisdictions we support at the relevant time. Availability depends on Partner coverage and may change.

7.2 We do not onboard customers, and do not process Orders connected with, the countries and territories listed as restricted or prohibited on Prohibited & Restricted Businesses. That list forms part of this contract and is updated from time to time.

7.3 You are responsible for satisfying yourself that your use of the platform is lawful where you are established and where your counterparties are established. We give no assurance that the service is appropriate or available in any particular jurisdiction.

8. Onboarding and ongoing due diligence

8.1 Before you may transact, and at intervals afterwards, you and your beneficial owners, directors and authorised representatives must complete the business identity, ownership and source-of-funds verification required by us and by our Partners. What we check and why is described on the KYC / KYB Notice.

8.2 You must provide complete, accurate and current information and supporting documents, and must tell us without undue delay of any change to your legal form, ownership, control, beneficial owners, registered address, business activity, or the countries you transact with.

8.3 We may repeat or extend verification at any time, including on a change in your circumstances, on a request from a Partner or an authority, or on a risk indicator identified by our monitoring.

8.4 We may decline to open an account, decline to reactivate one, or close one, at our reasonable discretion. Where the law, a regulatory requirement or a confidentiality obligation prevents us from giving you the reason, we will not give it.

9. Your account and users

9.1 You are responsible for everything done through your account. Access credentials, API keys and security tokens are confidential and must not be shared, published or transferred.

9.2 You must maintain appropriate technical and organisational security on your side, including multi-factor authentication where offered, prompt removal of leavers, and segregation of duties for payment initiation.

9.3 You must notify us at security@cashxchain.com without undue delay of any actual or suspected compromise of your credentials, of your systems used to access the platform, or of any unauthorised Order. Until you notify us, Orders received through your account are treated as authorised by you.

9.4 You may create user accounts for your personnel. You remain responsible for their acts and omissions as if they were your own, and you must ensure they comply with this contract.

10. Orders, execution and finality

10.1 An Order becomes binding on you when you confirm it in the platform or submit it through the API and it passes our and our Partner's checks. We are not obliged to accept or execute any Order.

10.2 You are responsible for the accuracy of the payment details you provide, including the beneficiary's name, account identifier and any reference. Where the platform offers a payee verification service and it indicates a mismatch, and you proceed anyway, you accept the consequences of proceeding to the extent permitted by law.

10.3 Execution times are estimates and depend on Partner processing, network conditions and applicable screening. We do not guarantee that an Order will be executed by a particular time.

10.4 Once a Partner has executed an Order, it cannot be recalled by us. Settlement on a public blockchain is final and cannot be reversed. A recall or return depends entirely on the voluntary cooperation of the beneficiary and of the institutions in the chain, and we do not undertake to obtain it.

10.5 We may delay, decline, hold, reverse where technically possible, or return an Order where required by law, by a Partner, by an authority, or where our screening produces an alert. Where the law prevents us from telling you why, we will not tell you.

10.6 Transfers are made only between accounts held at regulated providers. We do not send to, or receive from, self-hosted wallets.

11. Settlement asset and network risk

11.1 Settlement uses Stablecoins on public blockchain networks, currently Solana and EVM-compatible networks including Polygon PoS, with further networks added over time.

11.2 In the ordinary flow you pay in and receive an official currency and do not acquire, hold or control crypto-assets. You therefore carry no direct crypto price exposure in that flow.

11.3 A Stablecoin may nevertheless lose its peg, an issuer may suspend redemption, and a blockchain network may halt, fork, congest or fail. Those risks are inherent in the settlement method and are not within our control. Their allocation between us is governed by clause 21, and they are described in more detail in the Crypto-Asset Risk Warnings.

11.4 We may change the settlement route, the Stablecoin used or the network used for any Order, including after the Order has been placed, where this is necessary or reasonable for execution.

12. Fees, exchange rates and taxes

12.1 Our fees and the reference rate we use are shown to you before you commit to an Order, or are set out in a separate order form.

12.2 The exchange rate applied to an Order is the rate available at the moment the Order is executed, not the rate displayed when it was created. Rates move, and an indicative rate is not a quotation.

12.3 Partner charges, correspondent charges, network fees and beneficiary-bank charges may be deducted along the chain. Where they are not within our control, we do not warrant the amount that will arrive.

12.4 We may change fees for future Orders on notice in text form. A change of fees does not affect an Order already executed.

12.5 All amounts are exclusive of value-added tax and of any other tax, duty or levy, which you bear in addition where applicable. You are responsible for your own tax position, including any withholding, reporting or filing obligation arising from your use of the platform.

13. Payment, set-off and default

13.1 Fees are due as stated in the platform or in the order form and are payable without deduction.

13.2 You may set off against our claims only with a counterclaim that is undisputed or has been finally determined by a court or an arbitral tribunal, and you may exercise a right of retention only in respect of a counterclaim arising from the same contractual relationship. To that extent you waive set-off in advance in accordance with Art. 126 OR ↗.

13.3 We may set off any amount you owe us against any amount we owe you, and may recover an amount you owe us by deduction from a subsequent Order, on notice to you.

13.4 On late payment, default interest accrues at 8% per annum from the due date until payment, or at the highest rate permitted by law if that is lower. This replaces the statutory rate in Art. 104 OR ↗. We reserve the right to claim further damage caused by the delay.

14. Your obligations and representations

14.1 You represent and warrant, on each day on which you use the platform, that:

- you are validly incorporated or registered and have the power and authority to enter into and perform this contract;
- the persons using the platform on your behalf are authorised to do so;
- the information you have given us, including on ownership and control, is complete, accurate and current;
- the funds you transfer derive from lawful sources and the purpose of each Order is lawful;
- neither you, nor your beneficial owners, directors or authorised representatives, nor any counterparty of an Order, is a Sanctioned Person;
- your business is not one that is prohibited under Prohibited & Restricted Businesses, and where your business is a restricted one you have disclosed it to us and satisfied any condition we set; and
- your use of the platform complies with the law applicable to you.

14.2 You must not structure Orders to avoid reporting thresholds or monitoring, must not give false or misleading originator or beneficiary information, and must not use the platform on behalf of an undisclosed third party.

14.3 You must cooperate with reasonable requests for information from us, from a Partner or from an authority acting through us, and must respond within the time we reasonably specify.

14.4 A breach of clause 14.1, 13.2 or 13.5 is a material breach.

14.5 Where a Partner requires a direct contractual relationship with you, you must comply with that Partner's terms in full for as long as that relationship exists. A breach by you of a Partner's terms is also a breach of this contract.

14.6 During the term and for twelve months after it ends, you must not contract directly with a Partner for services materially equivalent to those you receive through the platform, where your relationship with that Partner arose through us. This does not apply to a relationship with that Partner that existed before we introduced you, or that you establish independently of the platform.

15. Acceptable use

15.1 Your use of the platform must comply with the Acceptable Use Policy and with Prohibited & Restricted Businesses. Both form part of this contract.

15.2 You must not attempt to access systems, data or accounts you are not authorised to access, introduce malicious code, conduct load or penetration testing without our prior written consent, scrape or systematically extract data, circumvent rate limits or transaction controls, or use automated access outside the API Partner Terms.

15.3 Testing that is coordinated with us under Responsible Disclosure is permitted on the terms stated there.

16. Availability and changes to the service

16.1 We aim for high availability but do not warrant that the platform will be uninterrupted or error-free. Where a service level is agreed, it is agreed in a separate written document; in the absence of such a document no service level is owed.

16.2 We may carry out maintenance, and may suspend the platform or a part of it for maintenance. We will give reasonable notice where the maintenance is planned, and no notice where it is urgent or required for security.

16.3 We may change, improve, add to or discontinue features of the platform. Where a change materially reduces the functionality you use, we will notify you before it takes effect and you may terminate the affected service with effect from that date.

16.4 Test and sandbox environments carry no availability commitment at all and may be reset or withdrawn at any time. Environments & Test Products applies to them.

17. Intellectual property, your content and feedback

17.1 The platform, the software, the documentation, the interfaces, the trade marks and all other intellectual property in them are and remain ours or our licensors'. Our trade mark position is set out on IP & Copyright.

17.2 We grant you a non-exclusive, non-transferable, non-sublicensable licence to use the platform for your own internal business purposes for the term of this contract. Nothing else is granted, expressly or by implication.

17.3 You must not copy, modify, decompile, reverse-engineer or create derivative works of the platform except to the extent that mandatory law permits it and only after you have asked us for the information you need and we have not supplied it within a reasonable time.

17.4 You retain ownership of the data and content you submit. You grant us a non-exclusive licence to host, process, transmit and display it for the purpose of providing the service, of meeting our legal obligations, and of protecting the platform against fraud and abuse.

17.5 Where you give us feedback, suggestions or improvement ideas, we may use them without restriction and without owing you any payment, acknowledgement or confidentiality.

17.6 We may name you as a customer and use your name and logo in a factual customer list, unless you object in text form. We will not describe the substance of your transactions.

18. Confidentiality

18.1 Each party must keep the other's confidential information confidential, must use it only for the purposes of this contract, and must protect it with at least the care it applies to its own confidential information of similar importance.

18.2 Confidential information does not include information that is or becomes public without breach, that the receiving party already held without a duty of confidence, or that it develops independently.

18.3 A party may disclose confidential information where a law, a court, a regulator or a Partner's regulator requires it, and may disclose it to its professional advisers under a duty of confidence. Where notice of the disclosure is lawful, it will give notice.

18.4 This clause survives termination for three years, and for as long as the information remains a trade secret in the case of source code, security architecture and cryptographic material.

19. Data protection

19.1 Where we process personal data on your instructions in providing the service, we do so as your processor and the DPA applies. It forms part of this contract.

19.2 Where we determine the purposes and means of processing — in particular for identity verification, financial-crime screening, fraud prevention, security, record-keeping and our own legal compliance — we act as an independent controller, not as your processor, and our processing is described in the Privacy Policy.

19.3 Each party is responsible for its own compliance with data protection law in its own role. You are responsible for having a lawful basis for the personal data you submit and for providing the required information to the individuals concerned.

19.4 Sub-processors are listed on the Sub-processor List, and changes to it are notified as set out in the DPA.

20. Third parties and open-source components

20.1 Partner relationships, the Partner terms you accept, and the effect of those terms on a regulated step are dealt with in clause 6.

20.2 Stablecoin issuers are third parties. We do not issue Stablecoins, do not guarantee redemption, and do not act as agent of any issuer.

20.3 The platform includes third-party and open-source components. Where a component's own licence terms apply to you, those terms prevail over clause 17 for that component.

20.4 Links or integrations to third-party services are provided for convenience. We do not control them and are not responsible for them.

21. Liability

21.1 Unlimited liability. We are liable without limitation for damage caused by intent or gross negligence, for injury to life, body or health, for fraudulent misrepresentation, and wherever liability is mandatory under applicable law. Consistent with Art. 100 OR ↗, nothing in this contract excludes or limits liability for unlawful intent or gross negligence in advance.

21.2 Cap on liability. Subject to clause 21.1, our aggregate liability to you is limited to the total fees you paid us in the twelve months preceding the event giving rise to the claim. Where a claim arises from more than one event, the earliest of those events is the relevant one. This cap applies to every obligation under this contract, to every type of loss and to every basis of claim, and it is the only limit of amount that applies. Where fees were charged in more than one currency, they are converted into Swiss francs at the rate published by the Swiss National Bank for the date of the event.

21.3 Excluded loss. Subject to clause 21.1, we are not liable for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill or reputation, loss of business or business opportunity, business interruption, loss arising from a claim made against you by a third party, or loss or corruption of data. This clause is a separate and independent limitation. It applies whether or not the cap in clause 21.2 applies, and it stands if clause 21.2 is held unenforceable in whole or in part.

21.4 Auxiliary persons. Subject to clause 21.1, and to the extent permitted by Art. 101 OR ↗, our liability for auxiliary persons is limited in the same way as our own liability, and is excluded for slight negligence on their part.

21.5 Reduction rather than failure. Should a limitation in clauses 21.2, 21.3 or 21.4 be held excessive or unenforceable in whole or in part, the parties agree that it shall be deemed replaced by the most extensive limitation of liability that is permissible under the applicable law, and that the remainder of this clause 21 and of this contract shall remain in force. Each limitation in this clause 21 is a separate and independent provision, and the invalidity of one does not affect the others.

21.6 Matters outside our responsibility. Subject to clause 21.1, we are not liable for: the independent acts or omissions of a Partner in performing a regulated step under its own licence; the loss of a Stablecoin peg, the suspension of redemption by an issuer, or the insolvency of an issuer; the halting, forking, congestion, reorganisation or failure of a blockchain network; the consequences of payment details you supplied incorrectly; a delay or refusal required by law, by a Partner or by an authority; or loss arising from your own breach of this contract.

The exclusion for a Partner's acts or omissions does not apply to our own fault in selecting a Partner, in routing or transmitting an Order, in integrating with a Partner, or in the instructions we give.

21.7 Notice of claim. You must notify us in text form of any claim under this contract within twelve months of the date on which you became aware, or ought reasonably to have become aware, of the circumstances giving rise to it. This is a notification duty and does not shorten any statutory limitation period.

21.8 Scope. The limitations in this clause apply to every basis of claim, contractual and non-contractual alike, and apply in favour of our directors, employees and agents as well as in favour of us.

22. Indemnity

22.1 You will indemnify and hold us harmless against all claims, proceedings, losses, fines, penalties, damages and costs, including reasonable legal fees, arising from:

(a) your breach of this contract;
(b) your misuse of the platform;
(c) information you gave us that was incorrect, incomplete or fraudulent;
(d) a claim by a third party relating to an Order you initiated, to the extent arising from your conduct, your breach of this contract, or information you provided;
(e) your breach of a Partner’s terms;
(f) a claim brought against us by a Partner arising from your conduct, from information you gave that Partner, or from your use of that Partner’s services; or
(g) your failure to comply with the law applicable to you.

This indemnity does not apply to the extent the claim was caused by our own breach of this contract, our negligence or our wilful misconduct.

22.2 We will notify you of a claim covered by clause 22.1 and will not settle it without your consent, which you may not unreasonably withhold or delay. We may conduct the defence ourselves where the claim also concerns the platform, our regulatory position or another customer.

23. Force majeure

23.1 Neither party is liable for a failure or delay in performing an obligation, other than an obligation to pay money, caused by an event beyond its reasonable control. This includes war, civil unrest, terrorism, epidemic, natural disaster, industrial action other than by its own workforce, failure of a public telecommunications or electricity network, failure or halt of a blockchain network, an act of an authority, and the withdrawal or suspension of a Partner’s licence or of a Partner’s services.

23.2 The affected party must notify the other without undue delay and must use reasonable efforts to resume performance.

23.3 Where the event continues for more than sixty days, either party may terminate the affected service on notice in text form, with no liability arising from the termination itself.

24. Term, suspension and termination

24.1 This contract runs for an indefinite term. Either party may terminate it for convenience on thirty days’ notice in text form, unless a longer term or notice period is agreed in an order form.

24.2 We may suspend or restrict your access, block or decline Orders, close your account, or refuse service where we reasonably determine that any of the following applies: a suspected breach of this contract, of the Acceptable Use Policy or of applicable law; suspected involvement in fraud, money laundering, terrorism financing, sanctions evasion 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; a verification issue, including failed re-verification, false information or undisclosed beneficial ownership; payment default, chargeback abuse or excessive dispute activity; or, at our reasonable discretion and on notice, any other legitimate business reason.

24.3 Depending on the severity of the circumstances we may suspend access immediately and without prior notice for good cause, suspend access on reasonable notice, or terminate on the contractual notice period. We will act proportionately.

24.4 Either party may terminate this contract with immediate effect for good cause. Good cause exists for us in particular where clause 24.2 applies and the circumstances make it unreasonable for us to continue, and where a material breach is not remedied within a reasonable period after we ask for it.

24.5 These measures are contractual platform-access controls exercised as operator of the platform. They are not regulatory freezing actions, which only a Partner as the obliged institution can take. Our position on financial-crime obligations is set out on the Public AML Statement.

24.6 CashXChain does not hold your funds. On suspension or termination, any funds in the chain sit with a Partner, and you may need to deal with that Partner directly to recover or release them.

24.7 You may close your account at any time once pending Orders are complete. Termination does not affect Orders already executed, fees already accrued, or our record-keeping obligations, which continue for the retention periods stated in the Privacy Policy.

24.8 Clauses 13, 14.5, 14.6, 17, 18, 19, 21, 22 and 26 survive termination, together with any other clause that by its nature is intended to survive.

25. Changes to these terms

25.1 We may change these Terms of Service and the documents that form part of this contract. We will notify you of a material change before it takes effect, in text form to the address you have given us or through the platform. The notice sets out what is changing and from when.

25.2 If you do not object in text form before the change takes effect, the change is treated as accepted. We will say so clearly in the notice. You may terminate this contract free of charge with effect from the date the change takes effect.

25.3 Where a change is required by law, by a regulator, or by a Partner's regulator, it may take effect on shorter notice, or immediately where the requirement allows no notice at all. We will tell you as soon as we can.

25.4 Editorial corrections that do not alter the substance take effect immediately and are not notified. Every change, material or editorial, is recorded on the Versioned Terms Archive & Change Log.

26. Notices, complaints and final provisions

26.1 Complaints. You may complain at complaints@cashxchain.com. We acknowledge and respond within the time frames set out in the Complaints Procedure, which also names the competent authority if you remain dissatisfied.

26.2 Notices. Notices under this contract must be in text form. Ours are valid when sent to the email address registered on your account or made available in the platform; yours are valid when sent to legal@cashxchain.com. You must keep your registered contact details current.

26.3 Assignment. Assignment and transfer of this contract are governed by Contracting Entity & Governing Law.

26.4 No waiver. A failure or delay in exercising a right is not a waiver of it, and a single or partial exercise does not prevent a further exercise.

26.5 Severability. Where a provision of this contract is or becomes invalid or unenforceable, the remainder stays in force, as Art. 20(2) OR ↗ provides for partial nullity. The parties agree that the invalid provision shall be deemed replaced by a valid provision that comes as close as possible to the commercial purpose the parties pursued with it. The same applies to a gap.

26.6 Entire agreement. This contract, together with the documents listed in clause 3.1 and any signed order form, is the entire agreement between us on its subject matter and replaces any earlier understanding on that subject matter. This does not exclude liability for fraudulent misrepresentation.

26.7 Precedence. Where these Terms of Service conflict with a document listed in clause 3.1, the Order-of-Precedence Note decides which prevails.

26.8 Governing law, forum and language. Governing law, jurisdiction, arbitration and the authoritative language version are governed exclusively by Contracting Entity & Governing Law. No other document, including this one, states a different position.

CashXChain

Website & Platform Terms of Use

VERSION 1.4 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.

1. What these terms are

These terms govern access to and use of the CashXChain™ website, platform and API, operated by CashXChain UG (haftungsbeschränkt) ("CashXChain"). They are not the contract for our payment service. That contract is our Terms of Service, which applies once you contract for the service. If these terms and the Terms of Service appear to conflict, the Terms of Service prevail.

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 & 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 & Copyright. 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 Terms of Service.

9. The documents that form the agreement

Once you contract, the agreement is the Terms of Service together with every document it incorporates, listed in clause 3.1 of that document. Each of those documents carries a banner at the top saying so. The Privacy Policy is not one of them: it is an information notice under Articles 13 and 14 of the General Data Protection Regulation (GDPR) ↗, and our contractual data-protection obligations are in the Data Processing Addendum pursuant to Article 28 GDPR. Their order in a conflict is set out in our Order-of-Precedence Note.

CashXChain

Acceptable Use Policy

VERSION 1.2 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
This policy governs what you may and may not do when using the CashXChain™ platform. It is incorporated into the Terms of Service and forms part of that contract, and it also applies to your use of the Website & Platform Terms of Use before you contract. 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 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 businesses and countries: Which businesses may not use the platform at all, which may use it only on conditions, and which countries and territories we will not deal with are set out in full in Prohibited & Restricted Businesses. That document is the authoritative and complete statement, it forms part of the same contract as this policy, and it is updated from time to time.

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 Terms of Service.

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.

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 Terms of Service 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 Terms of Service. 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.

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 Terms of Service. Continued use of the platform following a revision constitutes acceptance.

CashXChain

Prohibited & Restricted Businesses

VERSION 2.2 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
This list sets out who may not use the platform at all, who may use it only on conditions, and which countries and territories we will not deal with. It forms part of the Terms of Service. The Acceptable Use Policy governs how a permitted business must behave; this list governs who may use the platform in the first place.

1. Prohibited businesses

These may not use the platform, whatever their conduct:

- unlicensed weapons, ammunition, explosives or military equipment;
- controlled substances or narcotics, and equipment for producing or concealing them;
- unlicensed gambling or betting;
- unlicensed money services, payment intermediaries, currency exchanges or crypto-asset exchanges;
- pyramid schemes, Ponzi schemes, recruitment-based multi-level marketing and unregistered investment products;
- adult services and sexually explicit content;
- shell arrangements built to hide the true owner of funds from our checks;
- businesses established in, controlled from, or operating out of a layer-one jurisdiction under clause 3.

2. Restricted businesses

These may use the platform only after additional checks and on conditions we set case by case: dealers in precious metals, precious stones or other high-value goods; businesses that hold or handle third-party funds; virtual asset service providers and other regulated financial businesses; charities and non-profits with cross-border grant flows; defence and dual-use exporters; and any sector 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 — layer one: not served

3.1 We do not onboard a customer that is established in, controlled from, or operating out of the following, and we do not process a transfer with a payer, payee, correspondent or underlying counterparty there:

- Belarus
- Cuba
- Iran
- Myanmar
- North Korea (DPRK)
- Russian Federation
- Syria

- the non-government-controlled areas of Ukraine, being Crimea and the Donetsk, Luhansk, Kherson and Zaporizhzhia regions

3.2 Layer one is applied automatically and is not open to negotiation, an exemption or a case-by-case assessment. It reflects comprehensive sanctions regimes together with our own decision not to carry the residual risk in the remaining cases, and it can be wider than any single sanctions regime requires.

3.3 We may add a jurisdiction to layer one at any time, with immediate effect where a sanctions measure requires it. A jurisdiction added to layer one while you are a customer is treated as a change under clause 25 of the Terms of Service, except where an immediate measure is required by law.

4. Restricted jurisdictions — layer two: enhanced checks and a decision

4.1 A jurisdiction is layer two where any of the following applies:

- it is on the European Union's list of high-risk third countries ↗ for anti-money-laundering purposes;
- the Financial Action Task Force names it in its statement on high-risk jurisdictions subject to a call for action, or in its list of jurisdictions under increased monitoring;
- it is subject to targeted or sectoral measures under EU ↗, UN ↗, US ↗, UK or Swiss ↗ measures that are relevant to the business or the transfer; or
- our own risk assessment places it there, for reasons including corruption indices, the strength of the local supervisory regime, Partner coverage, or our experience of the corridor. All sources linked in this clause were retrieved on 19 August 2026.

4.2 For a layer-two jurisdiction we apply enhanced due diligence: additional verification of the business, its owners and its controllers; documentary evidence of the source of funds and of the commercial purpose of the corridor; confirmation of the counterparty; and, where appropriate, transaction limits, a lower approval threshold or a requirement to pre-notify individual transfers.

4.3 Layer two is a decision, not an automatic block. We may accept the business on conditions, accept it for some corridors and not others, or decline it. We are not obliged to explain a decision where the law, a regulatory requirement, a confidentiality obligation or an ongoing investigation prevents us.

4.4 A Partner may decline a layer-two jurisdiction even where we would accept it. Where that happens the corridor is unavailable, whatever our own assessment.

5. How we apply the two layers

5.1 We test both establishment and connection. The tests are the customer's place of establishment and effective management, the residence and nationality of its beneficial owners and controllers, the payer and payee of each transfer, any correspondent or intermediary in the chain, and the currency corridor itself.

5.2 Screening runs at onboarding, at each re-verification and on every transfer. A change in your ownership, control or corridor mix can move you between layers, which is why clause 8.2 of the Terms of Service requires you to tell us when any of it changes.

5.3 Routing your business through a third country does not take it out of a layer. We assess where the money and the control actually come from and go to, not only what the paperwork says.

6. Where the current lists live

6.1 Layer one is the list in clause 3.1 and is maintained here. Layer two is defined by reference to the sources linked in clause 4.1, as they stand at the time of the assessment. The sanctions and high-risk lists themselves are not reproduced here; the links in clause 4.1 lead to the current versions.

6.2 Every change to clause 3.1 is recorded in the Versioned Terms Archive & Change Log with the date it took effect.

7. How we apply and update this list

7.1 This list is not exhaustive. We may add categories that create legal, regulatory, financial-crime, operational or reputational risk.

7.2 If you are unsure whether your business or a corridor is affected, contact compliance@cashxchain.com before onboarding.

CashXChain

Privacy Policy

VERSION 4.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This is the master privacy notice for CashXChain. It describes the personal data we process as a controller in our own right — for identity verification, financial-crime screening, fraud prevention, security, record-keeping and our own legal compliance — and it is our information notice under Articles 13 and 14 of the General Data Protection Regulation (GDPR) ↗.

It is a notice, not a contract term. It informs you; it does not create obligations between us and does not vary the Terms of Service. Where we process personal data on a customer's instructions, our contractual obligations are in the Data Processing Addendum pursuant to Article 28 GDPR (the "DPA").

1. Who is responsible

1.1 The controller is CashXChain UG (haftungsbeschränkt), Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany, registered under HRB 34664 at Amtsgericht Traunstein.

1.2 You can reach us on any data protection matter at privacy@cashxchain.com. That address is our contact point for data subject requests and reaches the people who can answer them.

1.3 CashXChain Inc. (Delaware, USA) is the parent holding company. It holds the group's intellectual property and does not process personal data of platform users in the ordinary course. Where that changes, this notice will say so.

2. Who this notice is for

2.1 This notice applies to the representatives, authorised users, directors and beneficial owners of our business customers; to people who contact us, use our websites or subscribe to our updates; to the payees and counterparties of transfers processed through the platform; and to visitors to our public sites.

2.2 Job applicants are covered by a separate document, the Recruitment Privacy Notice, not by this one.

2.3 Our services are for businesses. We do not process the personal data of anyone under the age of 13, and the platform is not directed at consumers. Where we learn that we hold such data, we delete it.

3. Our role, and our Partners' roles

3.1 For the processing described in this notice we act as an independent controller. We determine the purposes and the means ourselves, we are accountable for it ourselves, and we do not act on our customers' instructions when we do it. This covers identity and business verification, financial-crime and sanctions screening, fraud and abuse prevention, platform security, statutory record-keeping, our own accounting and tax obligations, and the defence of legal claims.

3.2 We act as a processor only where we handle personal data purely on a customer's documented instructions in delivering the service. That processing is governed by the DPA, and the sub-processors involved are named on the Sub-processor List.

3.3 A customer cannot instruct us out of the processing in clause 3.1. Where a customer's instruction would conflict with an obligation we owe in our own right, our own obligation prevails.

3.4 Our Partners — the licensed institutions that perform the regulated payment, exchange, custody and settlement steps — are controllers for the personal data they process under their own licences. They are not our processors, and we are not theirs. Their own privacy notices apply to that processing. The current Partners are named on Regulatory Status & Partner Disclosure.

3.5 That control is not of the same kind with every Partner. With most, the Partner determines the purposes and means entirely by itself and answers for that processing alone; Stripe is in that position. With some, we and the Partner determine the purposes and means of certain processing together and are joint controllers for it under Article 26 GDPR ↗: that is the position under our agreement with Sokin for the onboarding, account and instruction data we pass to it. Where we are joint controllers you may exercise your rights against either of us, and Article 82 GDPR ↗ makes each of us liable for the whole of the damage caused by processing that infringes the Regulation, so you may claim the full amount from either. An arrangement under Article 26 GDPR ↗ allocates the responsibilities between the joint controllers; its essence is published on our Sub-processor List once it is in place.

4. What we process and where it comes from

4.1 From you, or from the business you represent. Company name, legal form, registration number, registered and trading addresses, business activity and the countries you transact with. Name, role, business email address, business telephone number, date of birth, nationality and identity document details for authorised users, directors and beneficial owners. Ownership and control structure, and source-of-funds information.

4.2 From your use of the platform. Account and sub-account records, authentication events, session and device information, IP address, API keys and their use, support correspondence, and the configuration choices you make.

4.3 Transaction data. Amounts, currencies, timestamps, references, originator and beneficiary identifiers, the settlement route taken, and the outcome of any screening applied.

4.4 From third parties. Verification results and risk indicators from our Partners and from identity, sanctions, politically-exposed-person and adverse-media screening providers. Company information from commercial registers and other public sources. Where you sign in with Google, Apple, Microsoft, GitHub or LinkedIn, the basic account information you authorise that provider to release.

4.5 About people who are not our customers. Where your business pays a payee, we process the payee's name, account identifier and the payment reference, together with any information required to accompany the transfer.

4.6 We do not process special categories of personal data under Article 9 GDPR ↗ as a routine matter. Where screening for politically exposed persons or adverse media surfaces such information incidentally, we process it only so far as Article 9(2)(g) GDPR ↗ permits, for the substantial public interest in preventing financial crime.

5. Why we process it, and on what legal basis

Purpose	Legal basis
Providing the platform and performing the contract with your business	Art. 6(1)(b) GDPR ↗ — performance of a contract, or steps before entering into one. For your representatives personally, Art. 6(1)(f) GDPR ↗
Verifying business identity, ownership and control before and during the relationship	Art. 6(1)(c) GDPR ↗ where a legal obligation applies to us; otherwise Art. 6(1)(f) GDPR ↗
Financial-crime, sanctions and adverse-media screening	Art. 6(1)(c) GDPR ↗ for obligations that apply to us directly, and Art. 6(1)(f) GDPR ↗ for the checks we run beyond them. Art. 9(2)(g) GDPR ↗ where special categories are unavoidably involved
Fraud prevention, abuse detection and platform security	Art. 6(1)(f) GDPR ↗
Voluntary reports to competent authorities where we identify indicators of serious crime	Art. 6(1)(f) GDPR ↗, and Art. 6(1)(c) GDPR ↗ where a report is required
Accounting, tax and commercial record-keeping	Art. 6(1)(c) GDPR ↗
Establishing, exercising and defending legal claims	Art. 6(1)(f) GDPR ↗
Service messages about the platform, incidents and changes to these documents	Art. 6(1)(b) and Art. 6(1)(f) GDPR ↗
Marketing emails you asked to receive	Art. 6(1)(a) GDPR ↗ — consent, withdrawable at any time
Non-essential cookies and similar technologies	Art. 6(1)(a) GDPR ↗ and § 25(1) TDDDG ↗ — consent

5.1 Our legitimate interests. Where we rely on Article 6(1)(f) GDPR ↗, the interests are: operating a payment platform that is not used for crime, protecting our customers and our infrastructure from fraud and abuse, keeping our relationships with regulated Partners, and defending ourselves against claims. We weighed those against the interests and rights of the people concerned and concluded the processing is proportionate: it uses business rather than private contact data, it is limited to what the purpose requires, and it is what a business dealing with a payments provider would expect. You may object under Article 21 GDPR ↗, and we tell you how in clause 12.

5.2 The anti-money-laundering, sanctions and transfer-information obligations that attach to the regulated steps are met by our licensed Partners under their own regulatory perimeter. Where information must accompany a transfer under Regulation (EU) 2023/1113 ↗, it is used only to prevent, detect and investigate money laundering and terrorist financing, and for no other purpose. Our own position is set out on the Public AML Statement.

6. Who receives the data

6.1 Processors acting for us. Hosting, infrastructure, identity verification, screening, support tooling and email delivery providers, each under a contract meeting Article 28 GDPR ↗. They are named on the Sub-processor List.

6.2 Partners as controllers. The licensed institutions that perform the regulated steps receive the data they need for those steps and are responsible for it in their own right, including any reporting to a financial intelligence unit. With most Partners that responsibility is theirs alone; with a Partner we are joint controllers with, it is shared, on the basis set out in clause 3.5.

6.3 Authorities. Competent supervisory, tax, law-enforcement and judicial authorities, where the law requires it or where we make a voluntary report of suspected serious crime. Where the law prohibits us from telling you that a report has been made, we will not tell you.

6.4 Professional advisers and, in a corporate transaction, a prospective acquirer under a duty of confidence.

6.5 We do not sell personal data, do not share it with advertisers, and run no cross-site tracking or ad-tech on any CashXChain property. See the Cookie Policy.

7. Transfers outside the European Economic Area

7.1 Where we or a processor process personal data outside the EEA, we rely on an adequacy decision of the European Commission where one covers the destination, and otherwise on the European Commission's Standard Contractual Clauses together with a transfer impact assessment and any supplementary technical and organisational measures the assessment shows are needed.

7.2 Destinations, recipients and the safeguard relied on for each are listed on the Sub-processor List. You can ask us for a copy of the safeguards at privacy@cashxchain.com.

8. The blockchain

8.1 Settlement uses stablecoins on public blockchain networks. Only technical transaction data and wallet addresses reach a blockchain — not names, not contact details, not identity documents.

8.2 Entries on a public blockchain cannot be altered or deleted by us or by anyone else. Your right to erasure therefore cannot extend to anything recorded on a blockchain. It applies in full to the data we hold off the blockchain, and we will act on it there.

8.3 A wallet address may in principle be linkable to a person by someone who holds other information. We do not publish the link, and we treat the mapping between an address and an identified customer as personal data subject to this notice.

9. Payees and others who are not our customers

9.1 Where your business pays a payee, we process the payee's data under Article 6(1)(b) GDPR ↗ as necessary to perform the payment your business instructed, under Article 6(1)(c) GDPR ↗ for the information that must accompany a transfer, and under Article 6(1)(f) GDPR ↗ for screening and fraud prevention.

9.2 We did not obtain that data from the payee, so Article 14 GDPR ↗ applies. Contacting every payee of every transfer individually would involve disproportionate effort within the meaning of Article 14(5)(b) GDPR ↗. We therefore make this notice publicly available at legal.cashxchain.com/privacy instead, and our customers are required to point their payees to it.

9.3 A payee has the same rights as anyone else under clause 12 and can exercise them at privacy@cashxchain.com.

10. How long we keep it

Data	Retention
Accounting and commercial records	Ten years, per § 147 AO ↗ and § 257 HGB ↗
Verification and screening records we hold in our own right	Five years after the end of the business relationship, aligned with the period that applies to our Partners
Transaction records	Ten years, as part of the accounting record
Account, authentication and security logs	Twelve months, longer where needed for a specific investigation
Support correspondence	Three years after the matter is closed
Records relating to a voluntary report to an authority	As long as necessary for that purpose and to establish, exercise or defend legal claims
Marketing consent and its withdrawal	Three years after withdrawal, as evidence that consent was properly obtained

10.1 Where a period above has run but the data is still needed to establish, exercise or defend a legal claim, we restrict the processing rather than delete it, and delete it when the claim is resolved.

10.2 Otherwise we delete or anonymise personal data once the purpose for which we hold it has ended.

11. Automated decision-making and profiling

11.1 Our systems score and flag transactions, accounts and counterparties, and apply rules that can hold, delay or decline an instruction. That is profiling within the meaning of Article 4(4) GDPR ↗.

11.2 As a matter of policy, a decision that produces legal effects concerning you or similarly significantly affects you — restricting or suspending access, closing an account, or refusing the business relationship — is not taken by automated means alone. A person reviews the case before the decision is final.

11.3 Some controls necessarily act before a person can look at them. A sanctions match, for example, blocks an instruction at the moment it is detected. To the extent that such a control falls within Article 22(1) GDPR ↗, it is permitted under Article 22(2)(a) GDPR ↗ because it is necessary for entering into or performing the contract between us, and under Article 22(2)(b) GDPR ↗ because it is authorised by Union and Member State law to which we and our Partners are subject.

11.4 In either case you may obtain human intervention, put your point of view and contest the outcome by writing to privacy@cashxchain.com or compliance@cashxchain.com. We may be unable to give you the reasons where disclosure would breach the law, a regulatory requirement, a confidentiality obligation, or a restriction relating to an ongoing investigation.

11.5 Freezing funds is not something we can do. Funds sit with a licensed Partner, and any freeze is that Partner's decision under its own obligations.

12. Your rights

12.1 Subject to the conditions in the GDPR ↗, you have the right to:

- access your personal data and receive a copy (Art. 15);
- have inaccurate data corrected and incomplete data completed (Art. 16);
- have data erased (Art. 17), except where we must keep it by law or need it for legal claims, and except for anything recorded on a blockchain;
- restrict processing (Art. 18);
- receive data you gave us in a portable form and have it transmitted to another controller where technically feasible (Art. 20);
- object to processing based on legitimate interests, on grounds relating to your particular situation (Art. 21), and to object at any time and without reason to direct marketing; and
- withdraw consent at any time, without affecting the lawfulness of processing before the withdrawal (Art. 7(3)).

12.2 Write to privacy@cashxchain.com. We answer within one month and may extend that by two further months for complex requests, telling you if we do. We may ask for information to confirm your identity, and we use it only for that purpose.

12.3 Exercising these rights is free. We may charge a reasonable fee, or refuse, where a request is manifestly unfounded or excessive, and we will explain why.

13. Complaints and supervisory authority

13.1 You can complain to a supervisory authority under Article 77 GDPR ↗, in the Member State of your habitual residence, your place of work, or the place of the alleged infringement.

13.2 The authority competent for us is the Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) ↗, Promenade 18, 91522 Ansbach, Germany.

13.3 We would rather hear from you first, at privacy@cashxchain.com. Complaints about the service itself follow the Complaints Procedure.

14. Data protection officer

14.1 We have not appointed a data protection officer. We assessed the question against Article 37(1) GDPR ↗ and § 38(1) Bundesdatenschutzgesetz ↗: we are not a public authority, our core activity is not regular and systematic monitoring of data subjects on a large scale, we do not process special categories on a large scale, and fewer than twenty people are constantly engaged in the automated processing of personal data.

14.2 We keep this under review and will appoint a data protection officer, and publish the contact details here, if the position changes. In the meantime privacy@cashxchain.com is the contact point for all data protection matters.

14.3 We are established in the European Union, so no representative under Article 27 GDPR ↗ is required.

15. Cookies, security and changes

15.1 Cookies. What we store on your device, why, and how to control it is set out in the Cookie Policy.

15.2 Security. The technical and organisational measures we apply are summarised in the Security Statement. How we handle a personal data breach is set out in the Incident Notification Policy.

15.3 Changes. We publish the current version here and keep earlier versions, with the dates each applied, in the Versioned Terms Archive & Change Log. Where a change materially affects how we process your data, we will tell you before it takes effect.

CashXChain

Recruitment Privacy Notice

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This notice explains how CashXChain handles the personal data of people who apply to work with us, or whom we approach about a role. It is our information notice under Articles 13 and 14 of the General Data Protection Regulation (GDPR) ↗ for recruitment.

It stands on its own. The Privacy Policy covers customers, their representatives and payees, and does not apply to applicants.

1. Who is responsible

1.1 The controller is CashXChain UG (haftungsbeschränkt), Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany.

1.2 Contact us on any question about this notice at privacy@cashxchain.com. Questions about a specific application can go to careers@cashxchain.com.

1.3 We have not appointed a data protection officer; the reasoning is set out in clause 14 of the Privacy Policy and applies here too.

2. Whose data this covers

Applicants for any role, whether they applied to an advertised vacancy or sent a speculative application; people we approach directly about a role; people put forward by a recruitment agency; and referees an applicant names.

3. What we process

3.1 From you. Name, contact details, CV or résumé, cover letter, work history, education and qualifications, references, work-permit and right-to-work information, salary expectations, notice period, portfolio or code samples, and anything else you choose to include in your application.

3.2 From the process itself. Interview notes, assessment and exercise results, scheduling and correspondence, and the outcome at each stage.

3.3 From third parties. Information from a recruitment agency that put you forward; references from the referees you name, which we contact only after telling you; and information from professional profiles you have made public, such as LinkedIn or a public code repository, where it is relevant to the role.

3.4 What we ask you not to send. Please leave out data we do not need: date of birth, marital or family status, photograph, health information, religious or political affiliation, trade-union membership, and national insurance or tax identifiers. Where you include such data anyway, we do not use it in the decision and delete it at the retention point in clause 6.

3.5 We do not carry out background checks, credit checks or criminal-record checks during recruitment. Where a role would require one before it starts, we tell you before we ask, and it happens under a separate basis and with your knowledge.

4. Why we process it, and on what legal basis

Purpose	Legal basis
Assessing your application and taking steps before an employment contract	Art. 6(1)(b) GDPR ↗ and § 26(1) Bundesdatenschutzgesetz ↗
Communicating with you about your application and organising interviews	Art. 6(1)(b) GDPR ↗
Keeping the file after a rejection to defend a discrimination claim	Art. 6(1)(f) GDPR ↗ — our legitimate interest in being able to defend a claim under the Allgemeines Gleichbehandlungsgesetz (AGG) ↗
Keeping your details in a talent pool for future roles	Art. 6(1)(a) GDPR ↗ — your consent, which you can withdraw at any time
Statistics on the recruitment process, in aggregated form only	Art. 6(1)(f) GDPR ↗

4.1 Providing the data in clause 3.1 is not a legal requirement, but we cannot assess an application without it. There is no consequence to declining beyond our being unable to consider you.

5. Who sees it

5.1 Inside CashXChain: the hiring manager for the role, the people on the interview panel, and the founders. Access is limited to those people.

5.2 Outside CashXChain: our applicant-tracking and scheduling providers, and our email and document hosting, each acting as our processor under a contract meeting Article 28 GDPR ↗. Where a recruitment agency introduced you, we confirm the outcome to that agency.

5.3 We do not pass applicant data to our customers, to our Partners, or to anyone for marketing.

6. How long we keep it

6.1 If we do not offer you the role: six months after we tell you the outcome. That period covers the two-month window in § 15(4) AGG ↗ for raising a claim and the further period for bringing it before a court, plus a margin. We then delete the file.

6.2 If you consent to the talent pool: two years from your consent, after which we delete the data or ask you whether to extend. You can withdraw at any time at privacy@cashxchain.com and we delete it then.

6.3 If you join us: the relevant parts of the application become part of your personnel file and are kept under the employee privacy notice you receive on joining. The rest is deleted.

6.4 If a claim is raised or threatened: we keep the file until the matter is finally resolved, and delete it afterwards.

7. Transfers outside the European Economic Area

Our recruitment tooling is hosted in the European Union where the provider offers it. Where a provider processes data outside the European Economic Area, we rely on an adequacy decision where one covers the destination and otherwise on the European Commission’s Standard Contractual Clauses with a transfer impact assessment. Ask us at privacy@cashxchain.com for the detail on a specific provider.

8. Automated decision-making

We do not screen, rank, score or reject applications by automated means. Every decision at every stage is made by a person. We do not use an AI system to decide who advances.

9. Your rights

9.1 You have the rights of access, rectification, erasure, restriction, data portability and objection, and the right to withdraw consent at any time, on the same terms as set out in clause 12 of the Privacy Policy. Write to privacy@cashxchain.com.

9.2 You may complain to a supervisory authority under Article 77 GDPR ↗. The authority competent for us is the Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) ↗, Promenade 18, 91522 Ansbach, Germany.

10. Changes

We publish the current version here and keep earlier versions, with the dates each applied, in the Versioned Terms Archive & Change Log.

CashXChain

Cookie Policy

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

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.

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

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.

• 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) — Feldkirchen-Westerham, Germany

CashXChain Inc. — Delaware, USA (holding)

Email: privacy@cashxchain.com

Website: https://cashxchain.com ↗

CashXChain

Sub-processor List

VERSION 4.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.

What this list is

A sub-processor is a provider that processes personal data **on behalf of CashXChain UG (haftungsbeschränkt) ("CashXChain") and on our instructions**, under a Data Processing Addendum pursuant to Article 28 GDPR. The tables below are the complete list of our sub-processors: what each does, where it processes data, the transfer safeguard, the Article 28 agreement in force between that provider and us, where that provider states how it handles personal data, and the provider's own sub-processor list. Where a cell is empty, the provider does not publish that document.

A provider that decides the purposes and means itself, or decides them together with us, is a controller rather than a sub-processor and is not in these tables. Those relationships are described in prose after the tables, each with the reason it falls outside Article 28.

A. Product and infrastructure sub-processors

These process personal data as part of delivering the CashXChain platform itself.

Sub-processor	Purpose	Location of processing	Transfer safeguard	Agreement in force with us	Their privacy policy	Their sub-processors
Cloudflare, Inc. — Impressum ↗ (retrieved 24 August 2026)	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 with a transfer impact assessment	Cloudflare Data Processing Addendum ↗ (retrieved 19 August 2026)	Privacy Policy ↗ (retrieved 19 August 2026)	Cloudflare sub-processors ↗ (retrieved 19 August 2026)
Amazon Web Services, Inc. (AWS) — entities and contact ↗ (retrieved 24 August 2026)	Cloud hosting and storage of platform data	eu-central-1 (Frankfurt, Germany)	Processed in the EEA. EU Standard Contractual Clauses with a transfer impact assessment where any processing occurs outside the EEA	AWS GDPR Data Processing Addendum ↗ (retrieved 19 August 2026)	AWS Privacy Notice ↗ (retrieved 19 August 2026)	AWS sub-processors ↗ (retrieved 19 August 2026)
Resend — contact ↗ (retrieved 19 August 2026)	Transactional email delivery, including account, security and service notifications	United States	EU Standard Contractual Clauses with a transfer impact assessment	Resend Data Processing Addendum ↗ (retrieved 19 August 2026)	Privacy Policy ↗ (retrieved 19 August 2026)	Resend sub-processors ↗ (retrieved 19 August 2026)
Coinbase, Inc. and Coinbase Crypto Services, LLC	Coinbase Developer Platform and Embedded Wallets, used in the v1 and v2 validation environments	United States	EU Standard Contractual Clauses, Module Two, under Appendix 3 of the Coinbase Developer Platform Terms of Service	Coinbase Developer Platform Terms of Service, section 10, with the processing details in Appendix 2		

B. Internal operations sub-processors

These are not part of the platform. We use them for internal work — drafting, analysis, correspondence and day-to-day administration — where documents and communications may contain personal data of our employees and interns, of partner staff, and of the representatives of our business customers. They do not process customer transaction data, and they sit outside the payment flow.

Sub-processor	Purpose	Location of processing	Transfer safeguard	Agreement in force with us	Their privacy policy	Their sub-processors
Proton AG — contact ↗ (retrieved 24 August 2026)	Encrypted business email, calendar and file storage	Switzerland	Switzerland is covered by the European Commission's adequacy decision, so no additional transfer mechanism is required for personal data sent from the EEA	Proton Data Processing Agreement ↗ (retrieved 19 August 2026)	Privacy Policy ↗ (retrieved 19 August 2026)	Proton data processors ↗ (section 4 of that policy; retrieved 19 August 2026)
Google LLC (Google Workspace) — Impressum ↗ (retrieved 24 August 2026)	Business email, calendar, documents, storage and related productivity services	United States and EU	EU Standard Contractual Clauses with a transfer impact assessment	Cloud Data Processing Addendum ↗ (retrieved 19 August 2026)	Privacy Policy ↗ (retrieved 19 August 2026)	Google Workspace sub-processors ↗ (retrieved 19 August 2026)
Anthropic PBC — company ↗ (retrieved 19 August 2026)	Drafting, review and analysis of internal documents and correspondence	United States	EU Standard Contractual Clauses with a transfer impact assessment. Our content is not used to train models	In force; not published by the provider	Privacy Policy ↗ (retrieved 19 August 2026)	Anthropic sub-processors ↗ (retrieved 19 August 2026)
OpenAI	Drafting, review and analysis of internal documents and correspondence	United States	EU Standard Contractual Clauses with a transfer impact assessment. Our content is not used to train models	In force; not published by the provider		OpenAI sub-processors ↗

Our sub-processors' own sub-processors

Each provider above engages its own sub-processors under Article 28(4) GDPR ↗. Each imposes equivalent data-protection obligations on them and remains liable to us for their performance, as we remain liable to our customers for ours. The right-hand column links to each provider's current list.

Social-login identity providers

If you choose to sign in with Google, Apple, Microsoft, GitHub or LinkedIn, that provider processes your data during the sign-in process under its own terms. It is not a CashXChain sub-processor: it determines its own purposes and means for that processing and is responsible for it in its own right as an independent controller. We receive only the account information you authorise it to release.

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 is not a CashXChain sub-processor: it determines its own purposes and means for the data it collects about downloads, payments and device state, and is responsible for it in its own right as an independent controller.

Licensed Partners: independent controllers and joint controllers

The licensed institutions that perform the regulated payment, conversion, custody and settlement steps are not sub-processors. None of them acts on our instructions, and we cannot instruct any of them out of what its regulator requires. They are named on Regulatory Status & Partner Disclosure. Their role under data protection law is not the same for all of them.

Independent controllers. Most Partners determine the purposes and means of their processing entirely by themselves under their own licence and their own regulatory obligations, and are responsible for it in their own right. We answer for our processing and the Partner answers for its own; neither of us answers for the other's. Stripe is in this group.

Joint controllers with us. For some processing we and a Partner determine the purposes and means together, which makes us joint controllers for it under Article 26 GDPR ↗. Our agreement with Sokin puts the onboarding, account and instruction data we pass to Sokin in this category. Joint controllership does not mean shared systems or mutual access to each other's records; it means we are accountable together for that processing. For you it has two practical consequences. You may exercise your data-protection rights against either of us, and Article 82 GDPR ↗ makes each joint controller liable for the whole of the damage caused by processing that infringes the Regulation — so you may claim the full amount from either of us, and we settle the split between ourselves afterwards. An arrangement under Article 26 GDPR ↗ allocates the respective responsibilities between the joint controllers; its essence is published here once it is in place.

Identity verification

Onboarding and identity verification are performed by those same regulated Partners under their own KYC/KYB and anti-money-laundering obligations. The checks are theirs to run and theirs to answer for, not ours to direct, so no Partner is our sub-processor for them; whether a given Partner is an independent controller or a joint controller with us follows the split above. CashXChain engages no separate identity-verification sub-processor.

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 impact assessment and any supplementary measures the assessment shows are needed.

Changes

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

CashXChain

Data Processing Addendum (DPA)

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.

Parties. This Data Processing Addendum pursuant to Article 28 GDPR ↗ (the “DPA”) is between the customer identified in the Terms of Service (the “Controller”) and CashXChain UG (haftungsbeschränkt), Georg-Bichler-Str. 9, 83620 Feldkirchen-Westerham, Germany (the “Processor”). It does not stand alone: it forms an integral part of the Terms of Service under clause 3.1 of that document, and applies where the Processor processes personal data on behalf of the Controller.

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 Terms of Service.

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 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 Terms of Service.

14. Governing law, jurisdiction and arbitration

Governing law and forum are set out in the Contracting Entity & Governing Law page and are not restated here. In summary: Swiss substantive law applies, the Commercial Court of the Canton of Zurich ↗ has jurisdiction for customers in the EU, EEA or EFTA, and arbitration under the Swiss Rules with seat in Zurich applies elsewhere.

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 Terms of Service.

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.

CashXChain

Compliance

VERSION 1.2 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This is the entry point to everything CashXChain publishes about financial crime, sanctions, data protection and security. It says where we sit in the regulatory picture, who is accountable, and which document answers which question. It is a disclosure, not a term of the Terms of Service.

1. Where we sit

1.1 CashXChain UG (haftungsbeschränkt) operates the technology and orchestration layer. 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 ↗.

1.2 The regulated steps — converting between official currency and stablecoin, holding funds, and executing the payment, transfer or exchange — are performed by licensed Partner institutions under their own licences. The statutory anti-money-laundering, sanctions and transfer-information obligations attach to those Partners, inside their own regulatory perimeter.

1.3 Who those Partners are, and what each is licensed to do, is on Regulatory Status & Partner Disclosure. What CashXChain itself holds is on Licenses & Registrations.

1.4 We describe our position accurately and do not claim regulated status we do not have. Where a document in this Legal Center could be read as claiming otherwise, this page governs the reading.

2. Who is accountable

Function	Person or address
Money Laundering Reporting Officer (MLRO)	Dr. Martin Israel, Managing Director — compliance@cashxchain.com
Deputy MLRO	To be designated if and when we become an obliged entity, or as the company grows
Data protection contact	privacy@cashxchain.com. No data protection officer is required; the assessment is in clause 14 of the Privacy Policy
Security and vulnerability reports	security@cashxchain.com, under Responsible Disclosure
Complaints	complaints@cashxchain.com, under the Complaints Procedure

2.1 We appointed an MLRO although no statute requires us to. It is the person who owns financial-crime risk internally, and the escalation point for anything a member of staff, a customer or a Partner raises.

3. What the programme covers

Area	Where it is described
Anti-money-laundering posture, standards and controls	Public AML Statement
Sanctions screening and what we do on a match	Public Sanctions Statement
Business and beneficial-owner verification	KYC / KYB Notice
Information that must accompany a transfer	Travel Rule Notice
Businesses and countries we will not serve	Prohibited & Restricted Businesses
What customers may and may not do	Acceptable Use Policy
Conflicts of interest	Conflicts-of-Interest Disclosure
Security controls	Security Statement
How we handle an incident or a data breach	Incident Notification Policy
Crypto-asset and settlement risk	Crypto-Asset Risk Warnings
Energy and environmental profile of settlement	Environmental Disclosure

4. Voluntary reporting

4.1 CashXChain is not a Verpflichteter under § 2 GwG ↗ and owes no report to a financial intelligence unit.

4.2 We reserve the right to report voluntarily to competent authorities where we identify indicators of money laundering, terrorism financing, sanctions evasion, fraud or other serious criminal activity. This includes criminal complaints under § 158 StPO ↗ and voluntary suspicious-activity reports under § 261 (8) StGB ↗. We do so in good faith and independently of any regulatory obligation, and we do not need a customer's agreement to do it.

4.3 We also alert the relevant Partner, which is the obliged entity and which makes any report it owes under its own obligations.

4.4 Where the tipping-off prohibition in § 47 GwG ↗ or an equivalent rule applies, neither we nor the Partner may tell you that a report has been made or that an investigation is under way. Do not read the absence of a notice as the absence of a report.

4.5 Holding or freezing funds is not something we can do. Funds sit with a licensed Partner, and any hold is that Partner's decision under its own obligations. What we can do is contractual: restrict access, decline instructions, and close accounts, under clause 24 of the Terms of Service.

5. What we expect of customers

5.1 Complete and current information about your business, its ownership and its control, and prompt notice when any of it changes.

5.2 Accurate originator and beneficiary information on every instruction, no structuring around thresholds or monitoring, and no use of the platform for an undisclosed third party.

5.3 Cooperation with information requests from us, from a Partner, or from an authority acting through us.

5.4 The full obligations are in clauses 8 and 14 of the Terms of Service and in the Acceptable Use Policy.

6. Raising something with us

6.1 Suspected financial crime, or a question about whether a use is permitted: compliance@cashxchain.com.

6.2 A security vulnerability: security@cashxchain.com, on the terms in Responsible Disclosure. We do not pursue researchers who follow it.

6.3 A complaint about the service or a decision we took: the Complaints Procedure sets out the timescales and names the competent authority if you remain dissatisfied.

6.4 A concern raised in confidence, including by a member of our own staff, can go to compliance@cashxchain.com and reaches the MLRO. We do not retaliate against anyone who raises a concern in good faith.

7. Review

We review this page and the documents it points to at least annually, and sooner where the law, our Partners or our services change. Every revision is recorded in the Versioned Terms Archive & Change Log.

CashXChain

Public AML Statement

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 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.

9. Contact

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

CashXChain

Public Sanctions Statement

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

1. Our commitment

CashXChain UG (haftungsbeschränkt) (“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.

CashXChain

KYC / KYB Notice

VERSION 2.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 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

This applies to the payment service. In the v1 and v2 validation environments the position is different: the terms of the Coinbase Developer Platform require us to screen end users ourselves and do not let us rely on Coinbase for that screening. Where you use those environments, the checks are ours.

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.

CashXChain

Travel Rule Notice

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 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.

CashXChain

Conflicts-of-Interest Disclosure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 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.

CashXChain

Crypto-Asset Risk Warnings

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

Settlement on the CashXChain UG (haftungsbeschränkt) ("CashXChain") 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 ↗.

CashXChain

Incident Notification Policy

VERSION 2.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This policy explains how and when CashXChain UG (haftungsbeschränkt) ("CashXChain") notifies its 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. Notifying processors and partners

Where an incident affects data a processor or a partner handles for us, or data they entrusted to us, we notify that processor or partner as well as you. We do this without undue delay and, where their agreement with us sets a shorter deadline, within that deadline. For end-user data held through the Coinbase

Developer Platform, the Coinbase Developer Platform Terms of Service require prompt notification to Coinbase of any security incident affecting that data.

8. Contact

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

CashXChain

Environmental Disclosure

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This page describes the environmental impact of the blockchains used to settle transactions on the CashXChain UG (haftungsbeschränkt) ("CashXChain") 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.

CashXChain

API Partner Terms

VERSION 1.3 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
These terms govern use of the CashXChain™ API, operated by CashXChain UG (haftungsbeschränkt) ("CashXChain"), 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 Prohibited & Restricted Businesses.

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 & Copyright.

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, jurisdiction and arbitration

Governing law and forum are set out in the Contracting Entity & Governing Law page and are not restated here. In summary: Swiss substantive law applies, the Commercial Court of the Canton of Zurich ↗ has jurisdiction for customers in the EU, EEA or EFTA, and arbitration under the Swiss Rules with seat in Zurich applies elsewhere.

CashXChain

Security Statement

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This statement summarises the technical and organisational measures CashXChain UG (haftungsbeschränkt) ("CashXChain") uses 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.

CashXChain

Responsible Disclosure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 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.

CashXChain

Environments & Test Products

VERSION 1.2 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
CashXChain UG (haftungsbeschränkt) ("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."

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 Legal Notice 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.

CashXChain

Complaints Procedure

VERSION 1.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

This document forms an integral part of the CashXChain Terms of Service.
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.

CashXChain

Versioned Terms Archive & Change Log

VERSION 1.1 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 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

Every document carries a version number and two dates, shown together at the top of the page. The version number identifies the text; the dates say when it was reviewed and from when it applies. A material change increments the first part of the version number (1.0 to 2.0); an editorial fix increments the second (1.0 to 1.1). Previous versions are archived with the dates they applied and a plain-language summary of what changed, and each is also identified by its commit in our source repository.

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 Terms of Service and other contract terms are notified to you in accordance with the Terms of Service. Minor corrections are recorded here without separate notice.

Date	Document	Summary
2026-08-26	contracting-entity	add Sokin as a Partner
2026-08-26	ip-copyright	rename to IP & Copyright and rewrite
2026-08-26	regulatory-status	add Sokin as a Partner

Date	Document	Summary
2026-08-26	terms-of-service	add Sokin as a Partner
2026-08-26	privacy-policy	add Sokin as a Partner
2026-08-26	sub-processor-list	add Sokin as a Partner
2026-08-25	accessibility-statement	add Accessibility Statement
2026-08-25	contacts	add accessibility@cashxchain.com
2026-08-19	order-of-precedence	provider documentation and Coinbase
2026-08-19	regulatory-status	per-Partner disclosure, Coinbase removed
2026-08-19	compliance	provider documentation and Coinbase
2026-08-19	compliance	new clause 6, Partner relationships
2026-08-19	incident-notification-policy	provider documentation and Coinbase
2026-08-19	kyc-kyb-notice	provider documentation and Coinbase
2026-08-19	prohibited-restricted-businesses	provider documentation and Coinbase
2026-08-19	prohibited-restricted-businesses	new clause 6, Partner relationships
2026-08-19	terms-of-service	provider documentation and Coinbase
2026-08-19	terms-of-service	new clause 6, Partner relationships
2026-08-19	privacy-policy	provider documentation and Coinbase
2026-08-19	sub-processor-list	provider documentation and Coinbase
2026-08-17	contracting-entity	forum fallback, corrected reduction clause, narrowed Partner exclusion, causation in the indemnity

Date	Document	Summary
2026-08-17	terms-of-service	forum fallback, corrected reduction clause, narrowed Partner exclusion, causation in the indemnity
2026-08-16	legal-notice	drop the committed notice period, restructure the Legal Notice
2026-08-16	terms-of-service	compliance with Partner terms and no circumvention
2026-08-16	terms-of-service	drop the committed notice period, restructure the Legal Notice
2026-08-16	sub-processor-list	drop the committed notice period, restructure the Legal Notice
2026-08-16	sub-processor-list	add Proton AG to internal operations
2026-08-16	sub-processor-list	tables for Article 28 sub-processors only
2026-08-16	sub-processor-list	drop the committed notice period, restructure the Legal Notice
2026-08-16	sub-processor-list	add Proton AG to internal operations
2026-08-16	sub-processor-list	tables for Article 28 sub-processors only
2026-08-16	index	drop the committed notice period, restructure the Legal Notice
2026-08-16	index	drop the committed notice period, restructure the Legal Notice
2026-08-15	contracting-entity	English becomes the authoritative version
2026-08-15	contracting-entity	switch from German to Swiss law
2026-08-15	contracting-entity	English becomes the authoritative version
2026-08-15	contracting-entity	switch from German to Swiss law
2026-08-15	order-of-precedence	rewrite the AGB as the Terms of Service master
2026-08-15	order-of-precedence	English becomes the authoritative version

Date	Document	Summary
2026-08-15	order-of-precedence	rewrite the AGB as the Terms of Service master
2026-08-15	order-of-precedence	English becomes the authoritative version
2026-08-15	regulatory-status	correct the Circle facts and give restricted countries two layers
2026-08-15	regulatory-status	correct the Circle facts and give restricted countries two layers
2026-08-15	acceptable-use-policy	rewrite the AGB as the Terms of Service master
2026-08-15	acceptable-use-policy	rewrite the AGB as the Terms of Service master
2026-08-15	prohibited-restricted-businesses	correct the Circle facts and give restricted countries two layers
2026-08-15	prohibited-restricted-businesses	correct the Circle facts and give restricted countries two layers
2026-08-15	terms-of-service	correct the liability clause
2026-08-15	terms-of-service	rewrite the AGB as the Terms of Service master
2026-08-15	terms-of-service	correct the liability clause
2026-08-15	terms-of-service	rewrite the AGB as the Terms of Service master
2026-08-15	website-platform-terms	rewrite the AGB as the Terms of Service master
2026-08-15	website-platform-terms	rewrite the AGB as the Terms of Service master
2026-08-15	cookie-policy	switch from German to Swiss law
2026-08-15	cookie-policy	switch from German to Swiss law
2026-08-15	data-processing-addendum	switch from German to Swiss law
2026-08-15	data-processing-addendum	switch from German to Swiss law

Date	Document	Summary
2026-08-15	privacy-policy	independent-controller master and a separate recruitment notice
2026-08-15	privacy-policy	independent-controller master and a separate recruitment notice
2026-08-15	recruitment-privacy-notice	independent-controller master and a separate recruitment notice
2026-08-15	recruitment-privacy-notice	independent-controller master and a separate recruitment notice
2026-08-15	api-partner-terms	switch from German to Swiss law
2026-08-15	api-partner-terms	switch from German to Swiss law
2026-08-15	index	rewrite the AGB as the Terms of Service master
2026-08-15	index	rewrite the AGB as the Terms of Service master
2026-08-15	versioned-terms-archive	rewrite the AGB as the Terms of Service master
2026-08-15	versioned-terms-archive	rewrite the AGB as the Terms of Service master
2026-08-03	contracting-entity	state the current and planned structure
2026-08-03	ip-copyright	EUIPO trade mark and full DPMA portfolio
2026-08-03	legal-notice	state the current and planned structure
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	terms-of-service	align governing law, translation notices, archive build
2026-08-03	terms-of-service	state the current and planned structure
2026-08-03	terms-of-service	EUIPO trade mark and full DPMA portfolio

Date	Document	Summary
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

CashXChain

Contacts

VERSION 2.0 · EFFECTIVE FROM 1 SEPTEMBER 2026 · LAST REVIEWED 27 AUGUST 2026

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

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
Accessibility	accessibility@cashxchain.com
Recruitment	careers@cashxchain.com

CashXChain UG (haftungsbeschränkt) — Feldkirchen-Westerham, Germany · **CashXChain Inc.** — Delaware, USA.