

User Agreement

Last updated: 17.11.2025

1. INTRODUCTION

1.1. This user agreement (hereinafter referred to as the Agreement) is prepared as an electronic document that does not require signature.

1.2. The User's unconditional acceptance of the terms of this Agreement is deemed to be the following:

- Familiarization with the text of the Agreement;
- Familiarization with the provisions of other internal documents posted on the Website;
- Expressing consent to the provisions of this Agreement in accordance with the terms of the Agreement;
- Other actions by the User: completing the verification procedure, opening a wallet, using additional services, etc.

1.3. The User cannot choose which terms apply to them. If the User does not agree with any of the terms of the User Agreement, the User must restrict all access to the Company's Website and any Services offered by the Company and cease further use thereof.

2. DESCRIPTION AND TERMS OF SERVICE

2.1 CustodianOne LLC, hereinafter referred to as the "Custodian," provides the following services:

- Verification of the integrity and authenticity of digital assets in wallets;
- Wallet opening;
- Secure storage and accounting of digital assets;
- Security of private keys and secure access to digital assets;
- Provision of wallet management via a multi-signature system;
- Issue of stablecoins.

2.2. The Custodian does not send or receive funds. The service provided by the Custodian allows interaction with the blockchain network to view and transmit information about the public cryptographic key and the issuance of stablecoins. To transmit digital asset account information to the relevant blockchain network, the private key(s) corresponding to the User's account are required. The Custodian service requires two or three private cryptographic keys to be associated with each User account, and the Custodian controls only one of these private keys.

2.3. The Custodian provides the User with the ability to open wallets on Tron networks.

2.4. The services are provided using the Custodian system, which is a software and hardware solution designed to ensure the secure storage of digital assets, including cryptographic keys.

2.5. The Custodian does not own or control the underlying software protocols that govern the operation of digital assets. Digital asset protocols are subject to changes in protocol rules (called "forks"), and such forks may significantly impact the value, function, or name of a digital asset. The User acknowledges and agrees that:

- The Custodian is not responsible for the operation of the underlying digital asset protocols and does not guarantee their functionality, security, or availability;
- If a fork occurs, the Custodian may temporarily suspend the Services related to the affected digital asset, and the Custodian may decide not to support the forked protocol or may configure its Services to allow the User to transfer the affected digital asset.

2.6. The User is responsible for maintaining adequate security and control over any and all login IDs, passwords, private keys, personal identification numbers (PINs), and any other codes used to access the system. The User is solely responsible for the private keys provided by the Custodian or generated by the User for their wallets, as well as for maintaining secure backups.

2.7. The User undertakes to prevent unauthorized access to the Services using their account information or private keys and to promptly notify the Custodian upon discovery of any unauthorized access.

2.8. The User must maintain the confidentiality of his/her account ID, passwords and any other credentials and not allow any third party to access or use the Custodian system on his/her behalf unless the Custodian provides an approved mechanism for such use.

3. TERMS OF SERVICE USE

3.1. Use of the Service is permitted only upon registration on the Authorization Server and subsequent authorization in the Personal Account in accordance with the terms of this Agreement.

3.2. When legal entities use the Service, the Custodian requires the User to provide the necessary incorporation documents to obtain additional information in accordance with current legislation and as part of KYB verification.

3.3. If the User provides false information during verification or at the Custodian's request, or if the Custodian has reason to believe that the information provided by the User is false, the Custodian reserves the right, at its sole discretion, to unilaterally block the User's access to the Service. After the User successfully completes the verification procedure, the User receives the status of "Service Client."

3.4. The Service shall be used under the name "CustodianOne." The User may not change and/or remove the Service name, copyright notice, or other indications of the owner or copyright holder.

3.5. The Service may only be used in the manner provided for in this Agreement.

3.6. The User is obligated to notify Customer Support of any errors or problems that arise while using the Service.

3.7. Depending on the User's region, some or all of the Service's functions may be unavailable or limited. The use of any technical or software methods to circumvent these restrictions is prohibited.

4. ACCESS

4.1. The Service is generally available 24 hours a day, seven days a week. However, the Custodian does not guarantee that the Service will be error-free or uninterrupted during this time. The Custodian reserves the right to temporarily disable access to the Service for scheduled maintenance, service, and upgrades. The Custodian will make every reasonable effort to notify the User in advance of any scheduled maintenance, but cannot guarantee that such notice will be delivered to the User in a timely manner.

5. LIMITATION OF LIABILITY

5.1. The Custodian shall be released from liability for failure to fulfill its obligations under this Agreement if such failure is caused by force majeure, including acts or omissions of government authorities, changes in legislation, sanctions, embargoes, natural disasters, fires, floods, major accidents, and other circumstances beyond the Custodian's control and which the Custodian could not have foreseen or avoided by acting reasonably and with due diligence. Unless otherwise provided in this Agreement, the Custodian shall not be liable for any loss or damage caused by the violation or unauthorized use of the User's Profile in the Service, nor for indirect damages, such as lost profits or other consequential damages related to the User's use of the Service.

6. LIABILITY OF THE PARTIES

6.1. In the event of a breach of this Agreement that results in harm to all or one of the parties to the Agreement, the party at fault shall be liable in accordance with the laws of the Republic of Kazakhstan.

6.2. The Custodian shall not be liable for technical failures or interruptions in the operation of the Service or its components arising from reasons beyond its control or in the event of scheduled or unscheduled maintenance of the Service or its components.

6.3. The Custodian shall not be liable for temporary failures or interruptions in communication lines or other similar failures, nor for malfunctions of the Device from which the User accesses the Service.

6.4. The Custodian shall not be liable to the User for the actions of other Users or any other participants in the Service.

6.5. The Custodian shall not be liable for any direct or indirect damages, including lost profits, damages from use, loss of data, or any other intangible losses, damage to reputation, or other damages arising from: 1) the use or inability to use the Service by Users; 2) changes to the terms of the Custodian Agreement.

7. TERM AND TERMINATION OF THE AGREEMENT

7.1. Term. This Agreement commences on the date of its acceptance (as described in the preamble above) and continues for the entire period of use of the Service until fully terminated in accordance with this Agreement.

7.2. Account Deletion Due to Service Termination.

To delete an account due to service termination and terminate this Agreement, the user must submit a request to terminate the Service to support.

7.3. Termination of this Agreement requires you to delete the Service and fully cease using it. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

8. OTHER PROVISIONS

8.1. Failure of the Custodian to act in the event of a User's breach of the Agreement does not deprive the Custodian of the right to take appropriate actions in the future to protect its interests and legally protected property and non-property rights to the materials of the Service.

8.2. Questions, Complaints, Claims For any questions regarding the Service, you can contact us by email at office@custodian.kz.