

# **ARQEN TERMS AND CONDITIONS**

## **1. INTRODUCTION**

These Terms and Conditions (“Terms”) apply to *ARQEN* software platform (the “Platform”), being provided and owned by Dintom spółka z ograniczoną odpowiedzialnością, a company incorporated under the laws of Poland, registered in the National Court Register kept by the District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register under number 0000974800, with its registered office at Icchoka Lejba Pereca 2/420, 00-849 Warszawa (hereinafter the “Company”, “we” or “us”).

The Company operates, owns and manages the online services known commercially as *ARQEN* (the “ARQEN” or “Services”), accessible at <https://arqen.finance/> through which the Client may access and use the Services described herein. By accessing or using the Services, you agree to be bound by these Terms, which govern your relationship with the Company.

## **2. DEFINITIONS**

In these Terms the following definitions shall have the following meanings:

- **AML regulations** – rules and obligations under the Act of 1 March 2018 on Counterparty Money Laundering and Financing of Terrorism on Selected Measures against Legitimization of Proceeds of Crime and Financing of Terrorism, and related EU directives, requiring obliged entities to identify and verify customers, monitor transactions, report suspicious activities to the General Inspector of Financial Information (GIIF), and adopt measures to prevent the laundering of criminal proceeds.
- **Client or You** – any natural or legal person to whom the Company grants access to the Services;
- **CFT regulations** - obligations under the Act of 10 May 2018 on the Protection of Personal Data and EU law to detect, prevent, and report any activities that could involve the collection or movement of funds intended to finance terrorism, including sanctions screening and cooperation with the President of the Personal Data Protection Office (*Prezes Urzędu Ochrony Danych Osobowych*) and other competent authorities.
- **Financial Provider** – independent, duly licensed, finance related third party service provider.
- **Services** – the Company’s environment that enables licensed financial institutions and/or their clients to view, navigate and manage access to cards and other financial-service features.

## **3. ELIGIBILITY**

3.1. To access and use the Platform and any of the Company’s Services, you must be at least 18 years of age. By applying for access to the Company’s Services, opening an account, or otherwise using the Services or any of the Company’s Services, you represent and warrant that:

- (i) As an individual you are at least 18 years old;
- (ii) As an individual or legal entity you have full legal capacity and sufficient authorization to enter into binding agreement;
- (iii) You have not been previously suspended or removed from using the Services or any of the Company’s Services;

- (iv) Neither you, your company, nor anyone who controls or directly or indirectly owns your company is a target of geo-political sanctions imposed or recognized by the EU and or US;
  - (v) Your use of the Company's Services is legal in your local jurisdiction and does not violate the laws of country in which you reside or of which you are a citizen, as well as any other international law applicable to you and/or your company;
  - (vi) You will comply with these Terms, and all applicable laws and regulations.
- 3.2. Access to and use of the Services may be restricted, whether generally or from time to time, based on geographic location or other factors, determined at our sole discretion.
  - 3.3. You will respect API rate limits and fair-use thresholds described in our documentation. Excessive automated calls that degrade Services are prohibited.
  - 3.4. The Company may implement technological or other controls to restrict access from the particular geographic locations. While travelling to so called high-risk locations, you may not be able to access the Company's Services.

#### **4. REGISTRATION**

- 4.1. The Client shall complete certain identification and verification procedures before being permitted to use the Company's Services, in accordance with those Terms.
- 4.2. The Client is responsible for maintaining the confidentiality of login credentials and for all activities conducted under its account.
- 4.3. The Client may not assign or transfer its rights under these Terms without the Provider's prior written consent.

#### **5. GDPR COMPLIANCE AND DATA PROTECTION**

- 5.1. The Company complies with the EU General Data Protection Regulation (GDPR) and applicable Polish data protection laws.
- 5.2. The Company acts as a data controller, and processes personal data solely for purposes related to Services provision, legal compliance, and legitimate interests, and will obtain consent for processing where required.
- 5.3. Client data may be shared with third parties, including payment schemes, banks, regulatory authorities, and the Third-Party Funding Provider, where necessary for Services provision or where the Client has provided explicit consent.
- 5.4. Other details of processing, including sharing, retention, applicable laws, rights and obligations are described in *ARQEN* Privacy Policy available at <https://arqen.finance/>.

#### **6. DIRECT MARKETING**

- 6.1. The Company may use the Client's personal data, and other information collected from the Client, for direct marketing purposes to provide information about our Services, including new products, promotional offers, and Services updates, strictly subject to the Client's prior consent.
- 6.2. The Client may withdraw such consent at any time by notifying the Company at [compliance@arqen.finance](mailto:compliance@arqen.finance). Withdrawal will not affect the lawfulness of processing before such withdrawal.

#### **7. INTELLECTUAL PROPERTY**

- 7.1. All content, trademarks, logos, materials and other accessible data are owned or licensed to us.
- 7.2. You may not copy, modify, distribute, or use the above without our prior written consent.
- 7.3. We (and our licensors) retain all right, title and interest in and to the Platform, software, documentation, designs, know-how and related intellectual property. Subject to these Terms and timely payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform during your subscription term solely for your internal business purposes. You shall not remove proprietary notices, or use our marks without prior written permission.
- 7.4. You grant us a non-exclusive, worldwide license to host, display, process and transmit data and content you submit to the Platform (“Client Content”) solely to provide and support the Services, perform security/diagnostic activities, and comply with law. You retain ownership of Client Content. If you provide feedback or suggestions, we may use them without restriction or obligation.

## **8. PROHIBITED ACTIVITIES**

You may not use the Services for any unlawful or prohibited purpose, including but not limited to:

- (i) Engaging in any activity that violates applicable local, national, or international law or regulations;
- (ii) Interfering with or disrupting the integrity or performance of the Services;
- (iii) Attempting to gain unauthorized access to the Services or other accounts.

## **9. FEES AND TAXES**

If applicable, fees and billing terms will be set out in an order form, subscription plan, or a separate agreement with you. All fees are exclusive of taxes, which you are responsible to pay as required by law. We may suspend or limit access for overdue amounts after prior notice, except where prohibited by law.

## **10. LIMITATIONS OF LIABILITY, INDEMNIFICATION**

- 10.1. To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 10.2. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, any loss of profits or revenues, whether incurred directly or indirectly, or any acts or omissions of financial providers or other third parties.
- 10.3. The aggregate liability of the Company shall not exceed the fees paid by you to the Company for the twelve months preceding the event giving rise to liability.
- 10.4. You shall defend, indemnify and hold us harmless from third-party claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of:
  - 10.4.1. Your unlawful or unauthorized use of the Platform;
  - 10.4.2. Client Content;
  - 10.4.3. Breach of these Terms, except to the extent caused by or willful misconduct or gross negligence.

## **11. WARRANTIES AND DISCLAIMERS**

- 11.1. The Company provides the Services on an “as is” and “as available” basis without warranties of any kind, either express or implied.
- 11.2. We may enhance modify, or discontinue features at our discretion, using reasonable efforts to avoid material adverse impact on active Clients. We may perform scheduled or emergency maintenance that may temporarily affect availability. No specific uptime or performance commitments are provided unless agreed in a separate service level agreement (SLA).
- 11.3. The Platform may integrate with third-party services (e.g., hosting, analytics, identity verification connectors, Financial Providers’ APIs). We do not control and are not responsible for such third-party services. Your use of third-party services may be governed by their own terms and privacy policies. We may update or modify integrations at any time to maintain security, compliance or performance.
- 11.4. We do not issue cards, hold or transmit funds, perform payment services, or provide financial, investment, or money remittance services. We are not a “payment service provider” under PSD2 and applicable Polish law. All Financial Services are performed solely by the relevant Financial Provider under its own licenses and contractual terms with end customers. We do not act as agent, representative, or intermediary of any Financial Provider unless expressly stated in a separate written agreement.

## **12. ENFORCEMENTS**

The Company may suspend or terminate your access to the Services if it reasonably suspects you have violated this Policy. In such cases, the Company may report your activities to relevant authorities and share necessary data in accordance with applicable laws and the Privacy Policy.

## **13. ACCOUNT CLOSURE & TERMINATION**

- 13.1. Either party may terminate the cooperation for a material breach of the other party, not cured within thirty (30) days upon non-breaching party notification.
- 13.2. The Company may close the account immediately if the Client breaches these Terms, fails to meet AML/CFT obligations, or if required by law or regulator.
- 13.3. Upon account closure, access to the Services will be terminated, and data will be retained as required by law. We will provide you with reasonable export capabilities for Client Content for a limited period after termination, as described in applicable documentation or order form.

## **14. FORCE MAJEURE**

- 14.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, natural disasters, or governmental actions. The affected Party shall promptly notify the other Party of the occurrence and use reasonable efforts to mitigate the effects of such events.
- 14.2. For the avoidance of doubt, this clause shall not excuse or suspend the Client’s obligation to make any payments due under this Agreement.

## **15. REFUNDS AND CALCULATIONS**

- 15.1. The Company does not provide the refunds for the provided Services, unless the Services have been provided with the gross negligence or fraud.
- 15.2. There is no possibility to refund the Customer the fees for the use of Services for any period.

## **16. GOVERNING LAW AND JURISDICTION**

- 16.1. These Terms shall be governed by the laws of Poland.
- 16.2. Any disputes shall be subject to the exclusive jurisdiction of the courts in Poland.

## **17. CONTACT US**

- 17.1. For any questions or concerns regarding these Terms, your account, or any other, Services-related queries, or for reporting security issues or abuse, please contact us at:

E-mail: [compliance@argen.finance](mailto:compliance@argen.finance)

Address: Dimtom spółka z ograniczoną odpowiedzialnością, ul. at Icchoka Lejba Pereca 2/420, 00-849 Warszawa.

## **18. TERMS UPDATES**

We may update and change these Terms from time to time at our own discretion, based on the changes of use, applicable laws and regulations, changes in technology, or changes to our business. Any changes made to these Terms will be posted on our website at <https://argen.finance/>.

These Terms were last updated on November 2025.