SAFE2TRANSACT PLATFORM ACCESS TERMS AND CONDITIONS

Valid from 2026-03-31

1. INTRODUCTION

1.1. These Platform Access Terms and Conditions (the Terms) govern access to and use of the Safe2transact platform (the Platform).

1.2. The Platform is operated by NTJ UAB, legal entity code 306169597, with its registered address at Konstitucijos ave. 7, LT-09308, Vilnius, Lithuania (hereinafter – the Company, NTJ, Safe2transact, we or us). NTJ acts as the administrator and operator of the Platform available at www.safe2transact.com, which provides users with access to certain financial services.

1.3. The Platform allows users (hereinafter – User, Client, you), through a technical interface, to apply for financial services provided exclusively by independent third-party Financial Service Providers. Such services are provided under the terms and conditions and privacy policies of the relevant Financial Service Provider, which may apply in addition to these Terms.

1.4. By creating a Platform profile, clicking to accept these Terms, or otherwise accessing or using the Platform, you confirm that you have read, understood and agree to be bound by these Terms. These Terms govern your access to and use of the Platform, including the website available at www.safe2transact.com, any related interfaces or applications, and any functionality made available through them (together, the "Services"). If you do not agree to these Terms, you must not access or use the Platform or the Services.

1.5. The User shall not access or use the Platform where such access or use is prohibited by applicable law, including applicable sanctions, anti-money laundering and counter-terrorist financing requirements. NTJ may restrict access to the Platform where required to comply with such legal or regulatory obligations. Access to the Platform may be restricted based on the User's jurisdiction, residence or other applicable regulatory requirements.

2. DEFINITIONS

2.1. For the purposes of these Terms:

2.1.1. **Application** means a request submitted by the Client through the Platform to apply for financial services provided by a Financial Service Provider.

2.1.2. **Client** means a natural person that has accepted these Terms by electronic confirmation on the Platform, including by ticking the relevant acceptance box on the website www.safe2transact.com, and who accesses or uses the Platform to apply for or access services available through the Platform.

2.1.3. **Content** means all text, images, software, documents, functionality and materials available on or through the Platform.

2.1.4. **Financial service(s)** –means any services provided by the Financial Service Provider relating to the handling, transfer, storage, exchange, or investment of monetary value or financial assets, including but not limited to: (a) payment services, such as the provision and maintenance of IBAN accounts, payment accounts, execution of payment transactions, and issuance or processing of payment cards; (b) the operation and administration of payment accounts, including the initiation, processing, and settlement of deposits, withdrawals, and transfers; (c) services involving crypto-assets, including the exchange of crypto-assets for fiat currency or other crypto-assets; (d) the transfer or facilitation of transfer of crypto-assets between wallets, accounts, or distributed ledger addresses; and (e) investment-related services, including the reception, transmission, or execution of orders, dealing on own account, portfolio management, investment advice, or any other activities relating to financial instruments or investment products.

2.1.5. **Financial Services Agreement** means a separate agreement between the Client and the relevant Financial Service Provider governing the provision of financial services.

2.1.6. **Financial Service Provider** means any independent third-party financial institution or other regulated service provider that is duly authorised, licensed or registered in accordance with applicable law to provide financial, payment or crypto-asset services accessible through the Platform and which is solely responsible for the provision of such services to the Client.

2.1.7. **Platform** means the proprietary software solution known as Safe2transact, accessible via www.safe2transact.com and related interfaces, which is operated by NTJ and provides a technical interface through which users may apply for and access financial services provided by independent third-party regulated financial institutions. All transactions are processed and executed solely by the relevant licenced Financial Service Providers in their capacity as regulated entities. The Platform functions solely as a technical access layer and does not itself provide financial services. NTJ retains all intellectual property rights in and to the Platform.

2.1.8. **Platform profile** means client provided personal information, credentials, and completion of identity verification procedure, in order to enable access to the Platform.

3. NATURE OF THE PLATFORM

3.1. Safe2transact is a branded technology platform acting solely as a technical access layer, enabling users to apply for and access financial services provided exclusively by the third-party Financial Service Providers which are solely responsible for the provision of such services.

3.2. NTJ does not open or maintain payment or other accounts, issue electronic money, execute payment transactions, issue cards, provide crypto-asset services, safeguard customer funds, provide foreign exchange or otherwise provide any regulated financial or crypto-asset services through the Platform within the meaning of applicable law, including the Law on Payments of the Republic of Lithuania and Directive (EU) 2015/2366 (PSD2), as well as any applicable crypto-asset regulatory framework. NTJ does not at any time hold, control or safeguard Client funds or crypto-assets. All funds and crypto-assets related to financial services accessed through the Platform are held and managed exclusively by the relevant Financial Service Provider.

3.3. Financial services accessible through the Platform are provided exclusively by the relevant Financial Service Provider in accordance with a separate contractual relationship between the Client and that provider, and such Financial Service Provider is solely responsible for the provision of those services. The availability, continuity, and functionality of such financial services depend entirely on the relevant Financial Service Provider. NTJ does not control and is not responsible for the availability, performance, suspension, restriction, or termination of financial services provided by any Financial Service Provider.

3.4. The Platform's role is limited to enabling users to (i) apply for financial services, (ii) access their Platform profile, (iii) receive notifications and information, and (iv) interact with certain technical functionality made available by the relevant Financial Service Provider.

3.5. NTJ acts solely as a provider of technological infrastructure and access to the Platform. NTJ does not act as a regulated intermediary, agent, broker, distributor, or representative of any Financial Service Provider in relation to financial services.

3.6. NTJ does not participate in the provision, approval, execution, or administration of financial services offered by Financial Service Providers through the Platform. Any financial services relationship is established exclusively between the Client and the relevant Financial Service Provider under the terms governing such services.

3.7. NTJ does not make decisions regarding account opening, onboarding approval, transaction execution, or termination of financial services relationships. All such decisions are made solely by the relevant Financial Service Provider in accordance with its regulatory obligations.

3.8. NTJ shall not be liable for any losses, delays, or inability to access financial services arising from the actions, omissions, technical issues, regulatory obligations, or operational decisions of a Financial Service Provider.

3.9. NTJ may suspend or remove access to certain financial services from the Platform where such services are discontinued, restricted, or modified by the relevant Financial Service Provider. NTJ shall not be liable for any resulting loss of access to such services.

3.10. Complaints relating to the operation of the Platform may be submitted through the contact channels indicated in these Terms.

4. FINANCIAL SERVICES PROVIDED BY FINANCIAL SERVICE PROVIDERS

4.1. Where the Client applies for financial services through the Platform, the relevant Financial Service Provider remains solely and exclusively responsible for compliance with applicable laws, regulations and regulatory requirements, including but not limited to:

4.1.1. onboarding and account opening decisions;
4.1.2. receiving funds or crypto-assets;
4.1.3. executing transactions;
4.1.4. safeguarding Client funds or crypto-assets; and
4.1.5. providing other regulated financial services.

4.2. The Client acknowledges that any agreement governing such financial services is concluded directly between the Client and the relevant Financial Service Provider.

4.3. The Client further acknowledges that financial services accessible through the Platform are provided exclusively by the relevant Financial Service Provider and are made available to the Client through the Platform under the Company's branding. The Platform represents only a technical access layer. NTJ shall not at any time be treated as a provider of financial services to the Client.

4.4. Any claim, complaint or instruction relating to financial services, including account opening, onboarding, transaction execution, safeguarding of funds or crypto-assets, service restrictions or termination, shall be governed by the terms of the relevant Financial Service Provider and must be addressed to that provider in accordance with its applicable terms.

5. USER ELIGIBILITY AND REGISTRATION

5.1. You may use the Platform only if you have the legal capacity to enter into binding agreements and satisfy any eligibility requirements communicated on the Platform or imposed by the relevant Financial Service Provider.

5.2. The Platform is available only to users who are at least 18 years old or the age of majority in their jurisdiction of residence (whichever is greater).

5.3. To access the Platform, you may be required to create a Platform profile, provide certain information and credentials, and complete technical, identity verification or security steps required by the relevant Financial Service Provider or necessary for NTJ to enable access to the Platform, ensure security and comply with applicable legal obligations.

5.4. You must ensure that all information provided is accurate, complete and up to date at all times and must promptly update any changes. You acknowledge that you are responsible for any consequences arising from the provision of inaccurate or incomplete information.

5.5. You are responsible for maintaining the confidentiality of your login credentials, passwords and devices and for all activities conducted through your Platform profile, unless such activities result directly from NTJ's breach of these Terms or applicable law. If accessing the Platform through a public or shared device, you must take appropriate precautions to protect your personal data and login credentials.

5.6. You must immediately notify NTJ through the contact channels available on the Platform if you become aware of or suspect any unauthorized access to your Platform profile or any security breach.

5.7. If you forget your login credentials or are unable to access your Platform profile, you may use the credential recovery functionality available on the Platform or contact NTJ through the contact channels provided on the Platform and in these Terms. NTJ may require you to complete certain identity verification or security procedures before restoring access in order to ensure the security of your account. NTJ may refuse to restore access where identity cannot be sufficiently verified.

5.8. NTJ may suspend or restrict access to the Platform where reasonably necessary to protect the security of the Platform, comply with applicable law or prevent fraud, misuse or unauthorized access.

6. APPLICATIONS FOR FINANCIAL SERVICES

6.1. The Platform may allow you to submit applications for financial services, including but not limited to accounts, payment cards or crypto-asset services. Submission of an application through the Platform does not guarantee approval or service availability.

6.2. NTJ does not assess creditworthiness, suitability, source of funds, transaction legitimacy or regulatory eligibility for financial services, except to the limited extent necessary to operate the Platform, ensure security, prevent fraud and comply with applicable legal obligations.

7. PLATFORM FUNCTIONALITY AND TECHNICAL ACCESS

7.1. NTJ grants the User a limited, personal, non-exclusive, non-transferable and revocable right to access and use the Platform for its intended purpose during the period these Terms remain in force.

7.2. NTJ may modify, update, suspend or discontinue any part of the Platform at any time for maintenance, security, regulatory, technical, commercial or operational reasons. Where reasonably practicable, NTJ will provide advance notice of material interruptions.

7.3. The Platform is provided on an “as is” and “as available” basis. To the extent permitted by applicable law, NTJ does not guarantee that the Platform or any information available through it will be uninterrupted, error-free or fully accurate.

7.4. Any information made available through the Platform is provided for general informational purposes only and does not constitute financial, investment, legal or other professional advice. Users should not rely on such information as a substitute for independent advice.

7.5. NTJ may rely on third-party service providers, including hosting, cloud, identity verification, communications, analytics, cybersecurity and Financial Service Providers, in operating the Platform. The User acknowledges that certain functionality and availability of services accessible through the Platform may depend on such third-party providers. NTJ is not responsible for failures, delays or disruptions caused by such third parties, including internet service providers, payment networks, hosting services, Financial Service Providers or other infrastructure providers.

7.6. NTJ does not guarantee continuous or uninterrupted availability of the Platform or of any services accessible through it. The Platform or certain functionalities may be temporarily unavailable due to maintenance, updates, technical issues, third-party dependencies or regulatory requirements.

8. FEES

8.1. Access to the Platform itself may be free of charge unless expressly stated otherwise on the Platform or in separate written terms.

8.2. The pricing of financial services accessible via the Platform shall be governed exclusively by the terms and conditions agreed between the relevant Financial Service Provider and the Client and shall be made available through the relevant link on the Platform or as otherwise set out in the applicable financial institution’s terms and conditions.

8.3. NTJ may charge fees for certain functionalities or services provided through the Platform. Where applicable, such fees will be clearly disclosed to the Client prior to their application.

8.4. Fees relating to financial services may be charged, processed or collected by the relevant Financial Service Provider in accordance with its own terms.

8.5. All applicable fees will be disclosed to the Client through the Platform or relevant documentation before they are incurred.

9. USER OBLIGATIONS AND ACCEPTABLE USE

9.1. You shall use the Platform only for lawful purposes and in compliance with these Terms, any applicable agreements with the relevant Financial Service Provider (where applicable), and all applicable law.

9.2. You must not:

9.2.1. provide false, misleading or incomplete information;

9.2.2. use the Platform for fraud, money laundering, terrorist financing, sanctions evasion or any other unlawful purpose;

9.2.3. interfere with, disrupt or compromise the integrity, security or functionality of the Platform;

9.2.4. reverse engineer, scrape, copy, frame or otherwise misuse any part of the Platform except as permitted by law;

9.2.5. use any automated systems, scripts or tools (including bots or scraping tools) to access, monitor or copy any part of the Platform without prior written consent;

9.2.6. attempt to access services, accounts or data not intended for you or gain unauthorised access to any part of the Platform, user accounts, systems or data;

9.2.7. introduce viruses, malware or other harmful material;

9.2.8. use the Platform in a manner that could damage, disable, overburden or impair the Platform or interfere with other users;

9.2.9. otherwise use the Platform in a way that may harm NTJ, Financial Service Providers or other users or expose them to legal or regulatory risk;

9.2.10. use or attempt to use another User's account without authorisation;

9.2.11. develop, use or enable any third-party applications or tools that interact with the Platform without NTJ's prior written consent;

9.2.12. encourage, assist or enable any third party to engage in any of the prohibited activities described in this section.

9.3. You are responsible for maintaining the security of your devices, internet connection, antivirus protection, credentials and internal security measures. You must immediately notify NTJ through the contact channels available on the Platform if you suspect any unauthorised access to your Platform profile.

10. AML, CTF AND SANCTIONS COMPLIANCE

10.1. The User acknowledges that anti-money laundering (hereinafter- AML), counter-terrorist financing (hereinafter CFT), anti-fraud and international sanction obligations relating to financial services are performed by the relevant Financial Service Providers.

10.2. NTJ may, on a risk-based basis, suspend, restrict or refuse access to the Platform where reasonably necessary to comply with applicable law, requests from competent authorities, security requirements or internal risk management policies, including where misuse, fraud, sanctions exposure or other unlawful conduct is suspected.

11. DATA PROTECTION AND CONFIDENTIALITY

11.1. NTJ acts as an independent data controller in relation to personal data processed for the operation and administration of the Platform. Financial Service Providers act as independent data controllers in relation to personal data processed for the provision of financial and related services. Personal data may be shared with the relevant Financial Service Provider to enable the provision of financial services. NTJ processes all personal in accordance with its Privacy Policy, which can be found at https://safe2transact.com/assets/legal/privacy-policy.pdf.

12. INTELLECTUAL PROPERTY

12.1. All rights, title and interest in and to the Platform, including its software, user interface, content, functionality, trademarks, logos, designs and related intellectual property rights, are owned by or licensed to NTJ or its licensors.

12.2. Nothing in these Terms grants the User any ownership rights or licence to use any intellectual property rights, except for the limited right to access and use the Platform in accordance with these Terms.

12.3. The User shall not copy, reproduce, modify, distribute, display, perform, publish, reverse engineer or otherwise use any part of the Platform or its content except as expressly permitted by applicable law or these Terms.

12.4. The User shall not remove, alter or obscure any copyright, trademark or other proprietary notices displayed on the Platform.

12.5. All trademarks, logos, service names and other marks displayed on the Platform are the property of their respective owners and may not be used without prior written permission of the relevant owner.

13. NO FIDUCIARY, ADVISORY OR AGENCY RELATIONSHIP

13.1. Nothing in these Terms or in the Client's use of the Platform creates any fiduciary, advisory, partnership, agency, brokerage, joint venture or similar relationship between NTJ and the Client.

13.2. The Platform and any information made available through it are provided for informational purposes only.

13.3. NTJ does not provide investment advice, financial advice, crypto-asset advice, tax advice, legal advice or recommendations regarding whether the Client should open an account, obtain a card, hold electronic money, use crypto-asset services or use any financial or related services accessible through the Platform.

13.4. NTJ does not recommend, endorse or guarantee any financial product offered by any Financial Service Provider. Clients are solely responsible for evaluating whether any services accessed through the Platform are appropriate for their individual circumstances.

14. RISK DISCLOSURES AND DISCLAIMERS

14.1. The Platform and any information available through it are provided for general informational and technical access purposes only and does not constitute financial, investment, legal or other professional advice.

14.2. NTJ does not warrant the accuracy, completeness or timeliness of any information displayed on the Platform, including information provided by Financial Service Providers or other third parties. Any reliance on such information is at the User's own risk. The User is solely responsible for evaluating the suitability of any financial or crypto-asset services before entering into any agreement with a Financial Service Provider.

14.3. Use of financial and related services accessible through the Platform may involve financial, operational, cybersecurity and other risks. The availability of any service through the Platform does not constitute a representation or warranty by NTJ that such service is suitable for the User.

14.4. NTJ does not guarantee the performance, availability or outcome of any financial or related service and shall not be liable for any losses incurred as a result of the use of services provided by any Financial Service Provider, except to the extent such losses are directly caused by NTJ's breach of these Terms or applicable law.

14.5. The Platform may include content provided by third parties. NTJ is not responsible for the content, accuracy or completeness of such third-party materials.

14.6. NTJ does not guarantee that the Platform or any content made available through it will be free from errors, interruptions or harmful components. Users are responsible for implementing appropriate security measures when accessing the Platform.

14.7. To the maximum extent permitted by applicable law, NTJ disclaims any implied warranties, except where such warranties cannot be excluded under applicable law.

15. USER ACKNOWLEDGEMENT

15.1. By accepting these Terms and using the Platform, the User expressly acknowledges and agrees that:

15.1.1. Safe2transact provides only a technology platform and branded access layer;

15.1.2. any financial and related services, including but not limited to payment accounts (IBAN), electronic money, payment transactions, card services or crypto-asset services, are provided exclusively by the relevant Financial Service Provider, and not by NTJ;

15.1.3. the User's rights and obligations in respect of such services are governed by a separate agreement between the User and the relevant Financial Service Provider;

15.1.4. any issue relating to access credentials or technical access to the Platform may be addressed through Safe2transact contact channels, while any issue relating to financial or crypto-asset services is subject to the terms and procedures of the relevant Financial Service Provider;

15.1.5. NTJ is not authorised to provide any financial services.

16. SUSPENSION OF PLATFORM ACCESS

16.1. NTJ may suspend, restrict or terminate access to the Platform where reasonably necessary for security, legal, operational or compliance reasons, including where the User breaches these Terms, misuse is suspected, or continued access may expose NTJ, any Financial Service Provider or other users to harm or regulatory risk.

16.2. Where reasonably practicable and permitted by law, NTJ will inform the User of the reasons for such suspension, restriction or termination.

16.3. NTJ may retain certain information and records for audit, legal, regulatory and security purposes following suspension or termination of access.

16.4. Suspension or termination of access to the Platform does not by itself affect the User's relationship with any Financial Service Provider, which remains subject to the terms and conditions of that provider.

16.5. NTJ shall not be liable for any losses arising from such suspension, restriction or termination, except to the extent required under applicable law.

17. LIMITATION OF LIABILITY

17.1. To the maximum extent permitted by applicable law, NTJ shall be liable only for direct losses suffered by the User that are caused by NTJ's direct and material breach of these Terms or applicable law and only to the extent that such losses were reasonably foreseeable at the time of the relevant breach.

17.2. To the fullest extent permitted by applicable law, NTJ shall not be liable for any indirect, incidental, special or consequential losses, including but not limited to loss of profits, revenue, business, reputation, opportunity, anticipated savings or data.

17.3. NTJ shall not be liable for any acts, omissions, services, decisions or failures of any Financial Service Provider, including any decision to approve, reject, block, suspend or terminate a financial or crypto-asset services relationship.

17.4. NTJ shall not be liable for losses arising from:

17.4.1. interruptions or failures caused by third-party systems, networks, infrastructure or service providers;

17.4.2. the User's own acts or omissions, including misuse of the Platform, devices, connectivity, credentials or unlawful conduct; or

17.4.3. events beyond NTJ's reasonable control.

17.5. Nothing in these Terms excludes or limits liability where such limitation is not permitted under applicable law, including mandatory consumer protection laws.

17.6. NTJ shall not be liable for any loss or damage arising from unauthorized access to the User's account or Platform profile, including as a result of cyber incidents or third-party actions, including any loss resulting from cyber incidents, unauthorised access or security breaches not directly attributable to NTJ, except to the extent such loss is directly caused by NTJ's breach of these Terms or applicable law.

18. INDEMNITY

18.1. The Client shall defend, indemnify and hold harmless NTJ, its affiliates, officers, employees and contractors from and against any losses, liabilities, claims, fines, costs and expenses (including reasonable legal fees) arising out of or in connection with the Client's breach of these Terms; misuse of the Platform; unlawful conduct; infringement of third-party rights; or violation of applicable law, including in each case actions or omissions of the Client's employees, agents, contractors or any third parties acting on the Client's behalf or using the Platform through the Client's account, except to the extent caused by NTJ's own breach of these Terms or applicable law.

19. LINKS AND THIRD-PARTY RESOURCES

19.1. The Platform may contain links or provide access to websites, services or resources operated by third parties, including Financial Service Providers.

19.2. Such links are provided for convenience only. NTJ does not control and is not responsible for the content, availability, security or practices of such third-party websites or services.

19.3. Accessing and using such third-party services is at the User's own risk and subject to the terms and conditions of those third parties.

19.4. NTJ shall not be liable for any loss or damage arising from the User's use of or reliance on any third-party websites or services.

20. CHANGES TO THE TERMS

20.1. NTJ may amend these Terms from time to time for legal, regulatory, operational, technical or commercial reasons.

20.2. Where changes are material, NTJ will provide notice through the Platform, by email or by other reasonable means prior to such changes taking effect, unless immediate changes are required by applicable law.

20.3. The updated Terms shall become effective on the date indicated in the notice. If the User does not agree to the updated Terms, the User must cease using the Platform.

20.4. Continued use of the Platform after the effective date of the updated Terms constitutes acceptance of the updated Terms, unless mandatory law requires a different method of acceptance.

21. TERM AND TERMINATION

21.1. These Terms enter into force when the User accepts them through the Platform and remain in force until terminated by NTJ or until the User ceases use of the Platform and the User's Platform profile is closed.

21.2. NTJ may terminate or suspend access to the Platform in accordance with these Terms. The User may terminate these Terms at any time by ceasing use of the Platform.

21.3. Clauses relating to intellectual property, confidentiality, disclaimers, user acknowledgement, limitation of liability, indemnity, data protection, and governing law and dispute resolution, as well as any other provisions which by their nature are intended to survive termination, shall remain in full force and effect following termination.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

22.2. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Republic of Lithuania, without prejudice to any mandatory consumer protection rights under applicable law.

23. WAIVER AND SEVERABILITY

23.1. No failure or delay by NTJ in exercising any right or remedy under these Terms shall constitute a waiver of that or any other right or remedy.

23.2. If any provision of these Terms is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

24. ENTIRE AGREEMENT

24.1. These Terms, together with any policies or documents expressly referred to herein, constitute the entire agreement between NTJ and the User in relation to the use of the Platform and supersede all prior agreements, understandings or representations, whether written or oral.

25. LANGUAGE

25.1. These Terms are concluded in the English language. By accepting these Terms, the User confirms that he/she understands the English language and agrees that all communications with NTJ, including the submission and handling of any complaints, will be conducted in English.

25.2. If these Terms are made available in any language other than English, the English version shall prevail in the event of any inconsistency.

26. CONTACT INFORMATION

26.1. Questions regarding the Platform, these Terms or technical access issues may be submitted through the contact form available at https://safe2transact.com/contact-us/ or through any other contact channels made available on the Platform. NTJ may assist in redirecting complaints to the relevant Financial Service Provider but does not adjudicate such complaints.

26.2. Nothing in this clause limits the availability of contact channels provided by the relevant Financial Service Provider in relation to financial or related services, which remain subject to the terms and procedures of that provider. NTJ does not handle complaints relating to financial services.

By clicking "Consent", the User confirms that he/she has read, understood and agree to be bound by these Terms, including the acknowledgements contained herein.