



Terms of Exchange Operations

Last updated: 14th May 2025

NOTE: Exchange operations with cryptocurrencies involve a high degree of risk. Values of cryptocurrencies are subject to fluctuation and there is a significant time lag between placement of your exchange Order and delivery of cryptocurrency to your account. By submitting the Order, you will be deemed to have accepted these Terms of Exchange Operations and Terms of Use (available on our website <http://smartenergypays.io>). If you do not yet have an Account, then an Account will be opened for you at the time of your submission of the Order using the details that you will have submitted and you will be treated as a Client from such time. You may be required to undergo applicable KYC procedures before your Order can be processed.

1. Glossary of Terms

1.1 The Website and Mobile Applications are owned by the company Smart Energy Pay Solution Ltd., incorporated in Canada with a registered number 767380157 and registered office at 1054-7070E Farrel Rd SE, Calgary, T2H0T2 ("Smart Energy Pays").

1.2 SMART ENERGY PAY SOLUTION s.r.o., a legal entity duly registered in Czech Republic with No. 19733861 with a registered office at Chudenická 1059/30, Hostivař, 102 00 Praha 10, Czech Republic (the "SEP" or "Company") or any successor or assignee thereto.

1.3 Account – the Client's account with Smart Energy Pays.

1.4 Business Day – any day on which banks are open for business in Saint Vincent and Grenadines.

1.5 Client – a User as such term is defined in Terms of Use.

1.6 Commission – the Exchange's commission for the Exchange Operation

1.7 Conversion Estimate – the estimated amount of Tokens that the Exchange may be able to purchase with the Invoice Amount (minus the Trade Commission), subject to any fluctuation in the purchase price of Tokens

1.8 ID – the Client's Company identification/client number



1.9 Exchange – Company or any successor or assignee thereto

1.10 Exchange Operation – the exchange of the Client's Euro funds into Tokens

1.11 Hotline – the customer service hotline is available via support@smartenergypays.io.

1.12 Invoice – the Exchange's invoice to the Client for the Exchange Operation

1.13 Order – the Client's order for the Exchange Operation submitted to the Exchange electronically and setting out the amount of Euro funds the Client instructs the Exchange to exchange into Tokens Tokens.

1.14 Refund commission – commission charged in case of can refund.

1.15 Trade Commission – the Exchange's commission for carrying out the Exchange Operation. For the current Trade Commissions, please refer to the Fee Schedule

1.16 Trade Confirmation – a confirmation sent to the Client by Exchange confirming the receipt of the Order Transaction rollback – commission charged for cancellation of the inner transaction.

2. Limits

2.1 To access and use any products or services under your Client account, you are required to complete and pass our KYC (Know Your Customer) verification process immediately upon registration. No access to products will be granted until the KYC requirements are fully satisfied.

2.2 After satisfaction of applicable KYC requirements, the following limits apply:

- Maximum amount of one transaction: 3,000 EUR
- Maximum daily quantity of purchases per bank card: 4
- The maximum daily amount of purchases per bank card: 10 000 EUR
- The maximum monthly amount of purchases per bank card: 15 000 EUR

3. Operation Rules

3.1 To initiate the Exchange Operation, the Client must place the Order.

3.2 After placing the Order, the Client will get a Trade Confirmation and will be invoiced by the Exchange for the full amount of the Order. The Invoice will be delivered to the



Client electronically via email provided by him/her and a copy of the Invoice will also be available for download through the Client's Account.

3.3 The Trade Confirmation will contain the Conversion Estimate and will state the amount of the Trade Commission.

3.4 The Invoice should be paid by the Client by wire transfer in immediately available funds by the close of the Business Day immediately following the date of the Invoice. For purposes of this paragraph, 'payment' means the irrevocable debit of the Client's Euro account with the Client's bank (credit institution) that maintains such account, for the full amount of the Invoice, based on an irrevocable instruction by Client to such bank to transfer and pay the net amount stated in the Invoice ("Invoiced Amount") to the Exchange.

3.5 The Invoiced Amount should be paid to the Exchange in full. Payment of all commissions, transfer fees, duties, and other expenses associated with payment of the Invoiced Amount is the Client's expense and responsibility.

3.6 After receipt of the Invoiced Amount, the Exchange will deduct its Trade Commission from the Invoiced Amount and will use the remaining funds to purchase and deliver the Tokens to the Client's Account.

3.7 The Client's payment instructions must include a reference to the Client's ID. Failure to include such reference may result in delays in (a) processing of the Order by the Exchange and (b) purchase and delivery of the Tokens by the Exchange to the Client and, accordingly, the Client may not receive the Tokens in time or at all, which may result in various losses to the Client.

3.8 The Company has to identify you as a cardholder, an individual who is issued and authorized to use a card, to be compliant with applicable anti-fraud requirements. To prevent fraud and the misuse of funds, the Company needs to ensure that the card used for payment belongs to the Account holder. In the situation where the Company's staff has a reason to make any additional checks, the staff member may request additional supporting materials from the account holder. If the amount received by the Exchange according to the Invoice is less than the full Invoiced Amount ("Insufficient Amount"), the Exchange will advise the Client accordingly and the Client may instruct the Exchange (through the Hotline) to amend the Order to be equal to such Insufficient Amount. Such



an amendment will not diminish the amount of the Trade Commission established in the Trade Confirmation. If no such instruction is received within 5 (five) Business Days from the date of receipt of such Insufficient Amount by the Exchange, the Exchange will initiate a remittal of the excess (minus all applicable bank commissions, charges, and duties) by wire transfer to Client.

3.9 If the amount received by the Exchange according to the Invoice is higher than the full Invoiced Amount ("Excessive Amount"), the Exchange will advise the Client 1 In case the payment currency differs from the euro, the applicable limits are calculated in euro equivalent in accordance with the current exchange rate of the processing partner accordingly and the Client may instruct the Exchange (through the Hotline) to issue an additional Invoice for the excess. In such case, a separate Trade Commission will apply to such additional Invoice. If no such instruction is received within 5 (five) Business Days from the date of receipt of such Excessive Amount by the Exchange, the Exchange will initiate a remittal of the excess (minus all applicable bank commissions, charges, and duties) by wire transfer to Client.

3.10 The Conversion Estimate of the Trade communicated to the Client after placement of the Order is indicative and, although we usually intend to fill the Order at the best available Token price, the actual amount of Tokens that may be delivered to the Client according to the Order may vary. This variance is due to several factors such as:

- The purchase of Tokens by Exchange according to the Order only takes place after the Exchange receives the Invoice payment in full.
- Accordingly, the purchase price (market value) of the Token may go up or down between the time the Client makes the Invoice payment, the time the Exchange receives the Invoice payment, and the time the Exchange purchases and delivers the Tokens to the Client.
- There may be market disruptions, regulatory changes, or other adverse effects on the Tokens and the market for the Tokens which may affect their availability, recording, circulation, value, or deliverability to the Client.

3.11 Please note that in case of a chargeback, we do not return to the Client any sum paid by you as a commission for making the transaction.



4. Basic Fee Schedule for Purchase via Bank Card

Order Value up to and including	Trade Commission
EUR 1 000.00	8.00%
EUR 10 000.00	7.50%
EUR 100 000.00	7.00%
EUR 1 000 000.00	6.50%

The Company reserves the right to apply a lower trade commission at its sole discretion and without prior notice.

4.1 Unsupported Coins: Coins or tokens that are not officially supported by the Company's mobile application (i.e., do not appear in the app interface) but are technically transferred on-chain to a wallet associated with the application, shall be deemed irretrievably lost. The Company cannot return or recover such assets for the Client.

4.2 Mistaken Transactions: The Client acknowledges and agrees that a fee of €10 will be charged for each mistaken transaction made by the Client in the mobile application, unless a higher fee is stipulated in another section of these Terms or in any other agreement binding the Client and the Company. Mistaken transactions include, but are not limited to, transfers via the wrong blockchain, omission of required tags or memos, or use of incorrect address formats.

4.3 Incorrect Tags and External Transfers: The Company does not guarantee any refund if:

- A token transfer includes a missing or incorrect tag/memo (e.g., for XRP, XLM, etc.);
- A transfer is made to an external wallet not integrated with or controlled by the Company, including wallets of third parties not legally bound to the Company.

In the exceptional event that the Company is able to recover such funds, a recovery fee of €35 will apply.

4.4 No Refund for Completed Transactions: The Company does not issue refunds for transactions that have been successfully completed. This includes but is not limited to:



- Completed exchanges of digital assets;
- Purchases of goods or services;
- Transfers to merchants;
- Any similar executed transactions.

Exceptions apply only where fraud or criminal activity by third parties is verified.

4.5 Address and Network Requirements: The Client is solely responsible for ensuring that any digital asset is sent to the correct address as indicated in the app, including:

- The full and correct wallet address;
- Any required memo, tag, or destination field;
- The correct blockchain network (e.g., ERC-20, BEP-20, TRC-20, etc.).

The Company bears no responsibility for loss of funds in the following cases:

- Omission or misuse of required destination tags or memos (including but not limited to XRP, XLM);
- Transfers made to the wrong address or to an address on a different blockchain;
- ERC-20 tokens sent to smart contract addresses not designated for deposits;
- Any other comparable user-side error.

In all such cases, refunds are not available.

4.6 Prohibited Use of Non-Official Software: The use of non-official applications, custom scripts, or external algorithms to interact with the Company's systems or services is strictly prohibited.

4.7 Abuse of Technical Errors: The Company reserves the right to reverse or recover any funds gained by exploiting technical mistakes or system failures, including but not limited to:

- Executing trades at incorrect rates due to pricing errors;
- Engaging in repeated trial-and-error testing to discover vulnerabilities;
- Using bots, custom programs, or third-party platforms to benefit from technical inconsistencies.