

Risk Disclosure Policy

A. How to interpret this Risk Warning

All terms used in this notice, which are defined in the Distincor Services Sp. z o.o Terms of Use (the “Terms of Use”), have the same meaning and construction as in the Terms of Use..

B. Distincor Services Sp. z o.o Services

This notice provides you with information about the risks associated with Distincor Services Sp. z o.o Services. Each Distincor Services Sp. z o.o Service has its own distinct risks. This notice provides a general description of the risks when you use Distincor Services Sp. z o.o Services.

This notice does not explain all of the risks or how such risks relate to your personal circumstances. It is important that you fully understand the risks involved before making a decision to use Distincor Services Sp. z o.o Services.

C. No Personal Advice

We do not provide personal advice in relation to our products or services. We sometimes provide factual information, information about transaction procedures and information about the potential risks. However, any decision to use our products or services is made by you. No communication or information provided to you by Distincor Services Sp. z o.o is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance.

D. No Monitoring

Distincor Services Sp. z o.o is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities undertaken by you using Distincor Services Sp. z o.o Services. We do not monitor whether your use of Distincor Services Sp. z o.o Services is consistent with your financial goals and objectives. It is up to you to assess whether your financial resources are adequate for your financial activity with us, and to your risk appetite in the products and services you use.

E. No Tax, Regulatory or Legal Advice

The taxation of Digital Assets is uncertain, and you are responsible for determining what taxes you might be liable to, and how they apply, when transacting through the Distincor Services Sp. z o.o Services. It is your responsibility to report and pay any taxes that may arise from transacting on the Distincor Services Sp. z o.o Services,

and you acknowledge that Distincor Services Sp. z o.o does not provide legal or tax advice relative to these transactions. If you have any doubts about your tax status or obligations when using Distincor Services Sp. z o.o Services, or with respect to the Digital Assets held to the credit of your Distincor Services Sp. z o.o account, you may wish to seek independent advice.

You acknowledge that, when, where and as required by applicable legislation, Distincor Services Sp. z o.o shall report information regarding your transactions, transfers, distributions or payments to tax or other public authorities. Similarly, when, where and as required by applicable law, Distincor Services Sp. z o.o shall withhold taxes related to your transactions, transfers, distributions or payments. Applicable legislation could also prompt Distincor Services Sp. z o.o to request you for additional tax information, status, certificates or documentation. You acknowledge that failure to answer these requests within the timeframe defined, may result in withholding taxes by Distincor Services Sp. z o.o , to be remitted to tax authorities as defined by relevant law. You are encouraged to seek professional and personal tax advice regarding the above and before making any digital asset transaction.

F. Market Risks

Digital Asset trading is subject to high market risk and price volatility. Changes in value may be significant and may occur rapidly and without warning. Past performance is not a reliable indicator of future performance. The value of an investment and any returns can go down as well as up, and you may not get back the amount you had invested.

G. Liquidity risk

Digital Assets may have limited liquidity which may make it difficult or impossible for you to sell or exit a position when you wish to do so. This may occur at any time, including at times of rapid price movements.

H. Fees & Charges

Our fees and charges are set out. Distincor Services Sp. z o.o may, in its discretion, update the fees & charges from time to time. Please be aware of all costs and charges that apply to you, because such costs and charges will affect the gains you generate from using Distincor Services Sp. z o.o Services.

I. Availability Risk

We do not guarantee that the Distincor Services Sp. z o.o Services will be available at any particular time or that Distincor Services Sp. z o.o Services will not be subject to unplanned service outages or network congestion. It may not be possible for you to buy, sell, store, transfer, send or receive Digital Assets when you wish to do so.

J. Third Party Risk

Third parties, such as payment providers, custodians, and banking partners may be involved in the provision of Distincor Services Sp. z o.o Services. You may be subject to the terms & conditions of these third parties, and Distincor Services Sp. z o.o may not be responsible for any loss that these third parties may cause to you.

K. Security Risk

It is not possible for Distincor Services Sp. z o.o to eliminate all security risks. You are responsible for keeping your Distincor Services Sp. z o.o Account password safe, and you may be responsible for all the transactions under your Distincor Services Sp. z o.o Account, whether you authorised them or not. Transactions in Digital Assets may be irreversible, and losses due to fraudulent or unauthorised transactions may not be recoverable.

L. Risks related to Digital Assets

Given the nature of Digital Assets and their underlying technologies, there are a number of intrinsic risks, including but not limited to:

faults, defects, hacks, exploits, errors, protocol failures or unforeseen circumstances occurring in respect of a Digital Asset or the technologies or economic systems on which the Digital Asset rely;

transactions in Digital Assets being irreversible. Consequently, losses due to fraudulent or accidental transactions may not be recoverable;

technological development leading to the obsolescence of a Digital Asset;

delays causing a transactions not be settled on the scheduled delivery date; and

attacks on the protocol or technologies on which a Digital Asset depends, including, but not limited to: i. distributed denial of service; ii. sybil attacks; iii. phishing; iv. social engineering; v. hacking; vi. smurfing; vii. malware; viii. double spending; ix. majority-mining, consensus-based or other mining attacks; x. misinformation campaigns; xi. forks; and xii. spoofing.

M. Monitoring Risks

Digital Asset markets are open 24 hours a day, 7 days a week. Rapid price changes may occur at any time, including outside of normal business hours.

N. Communication Risks

When you communicate with us via electronic communication, you should be aware that electronic communications can fail, can be delayed, may not be secure and/or may not reach the intended destination.

O. Currency

Currency exchange fluctuations will impact your gains and losses.

P. Legal Risk

Changes in laws and regulations may materially affect the value of Digital Assets. This risk is unpredictable and may vary from market to market.