Volity Trade Ltd.

Company Number 2024-00059
Rodney Bay, Gros Islet, St. Lucia

DIGITAL ASSETS, WALLET AND PAYMENT SERVICES POLICY

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Digital Assets, Wallet and Payment Services Policy

1. Introduction and Scope

This Digital Assets, Wallet and Payment Services Policy (the "Policy") applies to the wallet, payment, digital asset and third-party venue access services made available by Volity Trade Ltd (the "Company", "we", "us" or "our"), a company registered in Saint Lucia with registration number 2024-00059, to its clients (each a "Client" or "you").

This Policy forms part of the Client Agreement (Terms and Conditions) between you and the Company and should be read together with the Company's Risk Disclosure Statement, Deposit and Withdrawal Policy, Anti-Money Laundering Policy, Client Acceptance Policy and Privacy Policy, each available on the Company's Website. Where there is any inconsistency between this Policy and the Client Agreement in relation to the services described here, this Policy prevails.

The services described in this Policy are developing and are offered on an evolving basis. This Policy is therefore drafted in general terms and describes the nature of the services, the basis on which they are provided and the risks attaching to them, rather than their commercial specifics. The Website is the authoritative source for the current specifics of the services at any time, including the services and features available, the Fiat Currencies and Digital Assets supported, the Third-Party Venues accessible, applicable fees and charges, minimum and maximum limits, and indicative processing times. Where anything in this Policy is expressed by reference to the Website, the position published on the Website at the relevant time applies.

The services described in this Policy are separate from, and additional to, the Company's trading services in Contracts for Difference and other financial instruments. Not all services described in this Policy are available to all Clients or in all jurisdictions, and nothing in this Policy obliges the Company to offer any particular service, feature, currency, Digital Asset or Third-Party Venue to you or at all.

2. Definitions

- "Digital Asset" means a cryptographic token or coin supported by the Company from time to time, as published on the Website, including without limitation Bitcoin (BTC), Ether (ETH) and Tether (USDT).
- "Wallet" means the multi-currency account facility made available to you by the Company for holding, converting and transferring Fiat Currency and Digital Assets.
- "Wallet Balance" means the fiat and Digital Asset balances recorded to your Wallet from time to time.
- "Fiat Currency" means government-issued currency supported by the Company from time to time, as published on the Website.
- "Payment Service" means any funding, transfer, conversion, bill payment or withdrawal function made available through the Wallet.
- "Third-Party Venue" means any external trading venue, protocol, exchange, prediction market or decentralised application to which the Company provides access, order transmission or dashboard visibility, including without limitation Hyperliquid and Polymarket.

- “Dashboard” means the Company’s client interface through which balances, positions and activity, including activity at a Third-Party Venue, may be displayed.
- “Website” means the Company’s website at volity.io, including any client portal, application or successor address operated by the Company.

3. Services, Fees and Changes

3.1 The Website governs the current offer

The scope, composition and commercial terms of the services described in this Policy are set out on the Website and may differ from time to time. You should consult the Website before using any service. The Company does not undertake to notify you individually of routine changes to the composition of the offer, including the addition or removal of a supported Fiat Currency, Digital Asset, funding method, feature or Third-Party Venue.

3.2 Changes to the services

The Company may at any time, at its sole discretion and without being required to give reasons, introduce, modify, re-price, limit, suspend, discontinue or withdraw any service, feature, currency, Digital Asset, funding method, payment method or Third-Party Venue, in respect of a particular Client, a class of Clients, a jurisdiction, or generally. Where such a change would prevent you from continuing to hold a balance, the Company will, where practicable and lawful, give you reasonable notice and a reasonable opportunity to convert or withdraw the affected balance, and where you do not do so the Company may convert it to a supported currency at prevailing rates.

Certain services or features may be made available on a trial, pilot, beta or limited-release basis. Such services are provided on an “as is” basis, may be incomplete or subject to error, may be varied or withdrawn at any time without notice, and are used at your own risk.

3.3 Fees and charges

The fees and charges applicable to the services described in this Policy are those published on the Website from time to time, including on the Company’s Charges and Fees page. Fees may take any form, including transaction fees, conversion spreads or margins, funding and withdrawal fees, network or blockchain fees, account maintenance fees, inactivity or dormancy fees, minimum balance charges, and fees for administrative services such as investigations, recalls or the production of records.

The Company may introduce new fees and may vary or remove existing fees at any time. Changes to fees take effect when published on the Website unless a later date is stated. Your continued use of the relevant service after a fee change is published constitutes acceptance of that change. Where practicable, the Company will publish material fee increases and newly introduced recurring fees in advance of their taking effect.

Where a fee is expressed as a spread, margin or rate applied to a conversion or transaction, the price you receive already incorporates that fee and may differ from rates or prices quoted elsewhere. Third parties, including banks, card schemes, payment providers, custodians, blockchain networks and Third-Party Venues, may apply their own charges, which are outside the Company’s control and are additional to the Company’s fees.

3.4 Deduction of fees and amounts owed

You authorise the Company to deduct any fee, charge or other amount properly due to it from any Wallet Balance or account you hold with the Company, in any currency, without further instruction from you. Where the balance in the relevant currency is insufficient, the Company may convert any other Fiat Currency or Digital Asset balance you hold, at prevailing rates, to the extent necessary to satisfy the amount due. Where your balances are insufficient to satisfy amounts due, the amount remains a debt owed by you to the Company.

3.5 Inactivity and dormant Wallets
Where there has been no Client-initiated activity on your Wallet for a continuous period specified on the Website (and, in the absence of any period being specified, twelve (12) months), the Company may classify the Wallet as dormant and may apply an inactivity or dormancy fee at the rate published on the Website. Such a fee may be applied on a recurring basis and may be deducted in accordance with section 3.4 until the Wallet Balance is exhausted, at which point the Company may close the Wallet. Applying an inactivity fee will not create a negative balance. You may prevent the classification of your Wallet as dormant by logging in and carrying out a transaction, or by withdrawing your balance.

3.6 Availability
The Company does not warrant that any service, the Website, the Dashboard or any platform will be available without interruption or free from error. Access may be suspended or restricted for maintenance, upgrades, security, regulatory or operational reasons, or as a result of the failure or unavailability of a third party, a blockchain network or a Third-Party Venue.

4. The Wallet

4.1 Nature of the Wallet
The Wallet is a facility for holding, converting and transferring Fiat Currency and Digital Assets in connection with the services offered by the Company. The Wallet is not a bank account and the Company is not a bank. Wallet Balances are not deposits, do not attract interest, and are not covered by any deposit-guarantee scheme, investor compensation scheme or similar arrangement. Your rights in respect of a Wallet Balance are contractual rights against the Company and, where relevant, against any third party through which the Company holds funds or Digital Assets.

4.2 Supported currencies and assets
The Fiat Currencies and Digital Assets supported by the Company are those published on the Website from time to time, and are subject to change in accordance with section 3.2.

4.3 Holding of balances
Fiat Currency held in the Wallet is held in accounts designated for client funds and is not used by the Company for its own account. Digital Assets may be held by the Company, by an affiliate, or by a third-party custodian or payment provider appointed by the Company. Digital Assets may be held on a pooled or omnibus basis, meaning your individual entitlement is recorded in the Company’s books and records rather than in a separately identifiable wallet address. In the event of the insolvency of the Company or of any custodian, you may not recover all or any of your Wallet Balance.

4.4 Conversion between currencies and assets
Where you convert between Fiat Currencies, between Digital Assets, or between a Fiat Currency and a Digital Asset, the conversion is executed at a rate determined by the Company at the time of the transaction. That rate may include a spread or margin applied by the Company and may differ from rates quoted elsewhere. Rates for Digital Assets can move materially within very short periods, and the rate applied is the rate at the moment of execution, not at the moment of instruction.

4.5 Limits
The Company may apply minimum and maximum limits to Wallet Balances, conversions, transfers and payments, as published on the Website or as applied to your account, and may vary those limits at its discretion, including for regulatory, risk-management or fraud-prevention reasons.

5. Payment Services

5.1 Funding and withdrawal
The Wallet may be funded and withdrawn by the methods published on the Website from time to time, which may include bank transfer, debit or credit card, e-wallet and Digital Asset transfer. Processing times quoted by the Company refer to the time taken by the Company to process an instruction and do not include the time taken by banks, card schemes, payment providers or blockchain networks, over which the Company has no control. Any processing time published by the Company is indicative only and is not a guarantee.

5.2 Transfers between Volity accounts
You may transfer funds or Digital Assets to another Volity account where that function is made available to you. Transfers between Volity accounts are generally credited promptly but may be delayed or refused where the Company is required to carry out further checks. A transfer, once completed, cannot be reversed by you unilaterally.

5.3 Payments to third parties
Where the Company makes available bill payment, invoice payment or other payments to third parties, such payments are made on your instruction and at your risk. It is your responsibility to ensure that payee details are correct. The Company is not responsible for verifying that a payee is entitled to the payment, that goods or services have been supplied, or that the payment discharges any obligation you owe.
The general principle set out in the Client Agreement and the Deposit and Withdrawal Policy, that withdrawals are returned to the source of the original deposit and that third-party payments are not accepted, is intended to prevent the use of the Company's services for the transmission of funds on behalf of others. It does not prevent the use of Payment Services expressly made available by the Company through the Wallet. The Company nevertheless reserves the right to refuse any payment instruction, without being required to give reasons, where it considers that the instruction is inconsistent with that principle, with applicable law, or with the Company's anti-money laundering obligations.

5.4 Incorrect, disputed and unauthorised payments
You must notify the Company without undue delay, and in any event within thirty (30) calendar days, on becoming aware of any transaction on your Wallet which you consider to be unauthorised or incorrectly executed. The Company will investigate and will inform you of the outcome. Where a payment has been executed in accordance with the details you provided, the Company is not obliged to recover the funds, but will use reasonable efforts to assist you in doing so and may charge a fee for that assistance in accordance with section 3.3.

6. Digital Assets Held as Assets

This section applies where you hold, buy, sell, transfer or convert Digital Assets through the Wallet. It does not apply to Contracts for Difference referencing cryptocurrencies, which are financial instruments governed by the Client Agreement and the Risk Disclosure Statement.

6.1 Nature and status
Digital Assets are not legal tender, are not backed by any government or central bank, and are not financial instruments for the purposes of the Client Agreement. The legal and regulatory treatment of Digital Assets differs between jurisdictions and continues to change. Holding Digital Assets through the Company does not give you any right to any investor protection, compensation or guarantee.

6.2 Volatility and liquidity
Digital Asset prices are highly volatile and can move by large percentages within very short periods, including outside conventional market hours, as Digital Asset markets operate continuously. Liquidity can disappear

rapidly. You may lose the entire value of any Digital Asset you hold. You should not acquire Digital Assets with money you cannot afford to lose.

6.3 Blockchain transactions are irreversible
Transfers of Digital Assets to an external address are recorded on a public blockchain and cannot be reversed, cancelled or recalled once broadcast. If you provide an incorrect or incompatible address, select the wrong network, or send an asset that the receiving address does not support, the Digital Asset will in most cases be permanently lost and the Company will not be able to recover it and will not be liable for that loss. Transfers may also be delayed, and network fees may apply, depending on conditions on the relevant blockchain.

6.4 Forks, airdrops and network changes
Blockchain networks may undergo forks, upgrades, re-namings or other changes, and may cease to operate. The Company is under no obligation to support any forked asset, airdrop, staking reward or other incidental benefit arising from a Digital Asset held through the Wallet, and may determine at its discretion whether and how to make any such benefit available. The Company may suspend deposits, withdrawals or trading in a Digital Asset before, during or after a network event.

6.5 Custody and security
Digital Assets are exposed to risks that do not arise with conventional assets, including the loss or compromise of private keys, failure or breach of a custodian, and defects in the underlying protocol or smart contracts. While the Company and any custodian it appoints apply security measures, no measure eliminates these risks.

6.6 Tax
The tax treatment of acquiring, holding, converting and disposing of Digital Assets depends on your personal circumstances and jurisdiction and may change. You are solely responsible for determining and meeting your tax obligations. The Company does not provide tax advice.

7. Access to Third-Party Venues

The Company may make available to eligible Clients the ability to access, transmit orders to, or view activity at, Third-Party Venues, including decentralised derivatives protocols such as Hyperliquid and prediction markets such as Polymarket. The Third-Party Venues accessible at any time, and the functionality made available in respect of each, are as published on the Website and are subject to change in accordance with section 3.2. This section applies in addition to the rest of this Policy.

7.1 The Company's role
In relation to a Third-Party Venue, the Company acts only as an access, intermediation or information channel. The Company is not the counterparty to any position, contract, order or market you enter into at a Third-Party Venue, does not operate the Third-Party Venue, and does not control its rules, pricing, availability, settlement, resolution of outcomes, or continued existence. Your position or contract is with, or is recorded at, the Third-Party Venue and is subject to that venue's own terms, which you are responsible for reading and accepting.

7.2 No protections of the Company's own services
Protections that apply to the Company's own services do not apply at a Third-Party Venue. In particular, negative balance protection, the Company's order execution arrangements, and the Company's complaint-handling remedies do not extend to positions held at a Third-Party Venue. There is no investor compensation scheme, deposit guarantee or equivalent protection in respect of assets or positions at a Third-Party Venue.

7.3 Protocol, smart contract and counterparty risk

Decentralised venues operate through smart contracts and automated systems. These may contain defects, may be exploited, may be paused or upgraded, and may fail. Assets committed to such a venue may be lost in full as a result of a protocol failure, exploit, oracle error, governance decision or network congestion, without any recourse against the Company or, in many cases, against any identifiable person.

7.4 Leveraged and perpetual products

Where a Third-Party Venue offers leveraged or perpetual products, positions may be liquidated automatically and without notice when margin thresholds are breached, including as a result of short-lived price movements, network delay or oracle pricing that differs from prices quoted elsewhere. Funding rates may be charged periodically and may be substantial. Losses can equal the entire amount committed and, depending on the venue, may exceed it.

7.5 Prediction markets and event contracts

Prediction markets involve contracts whose value depends on the outcome of a future event. Outcomes are determined by the venue's own resolution or oracle mechanism, which may be subject to dispute, delay, manipulation or error, and which the Company does not control and cannot review. A contract may resolve to zero. The legal treatment of prediction markets varies significantly between jurisdictions: in some jurisdictions they are regulated as financial instruments, in others they are treated as gambling, and in a number of jurisdictions they are restricted or prohibited altogether.

It is your responsibility to satisfy yourself that your use of a prediction market is lawful in your jurisdiction and that you meet any applicable age, licensing or eligibility requirements. The Company does not offer these services to Clients in any jurisdiction where they would be unlawful, and may restrict or withdraw access at any time and without notice, including where a jurisdiction changes its position.

7.6 Dashboard visibility is informational only

Where the Dashboard displays balances, positions, valuations, profit or loss, or other activity held at a Third-Party Venue, that information is provided for convenience only. It is sourced from third parties or from public blockchain data, may be incomplete, delayed or inaccurate, and does not constitute a statement of account issued by the Company, confirmation of a transaction, or any representation by the Company as to the existence, value or status of any position. The records of the relevant Third-Party Venue prevail over anything shown in the Dashboard. You should not rely on Dashboard information for the purposes of margin, valuation, tax or any other decision without verifying it at the venue itself.

7.7 Eligibility

Access to Third-Party Venues may be restricted by Client category, jurisdiction, verification status, or the Company's assessment of the Client's knowledge and experience. The Company may decline to provide, or may withdraw, access at its discretion and without being required to give reasons.

8. No Advice

Nothing in the services described in this Policy, and nothing displayed in the Dashboard or published by the Company in connection with Digital Assets, the Wallet or any Third-Party Venue, constitutes investment, legal, tax or other advice, or a personal recommendation. Any market commentary, trade idea, list, ranking, insight or automated strategy made available by the Company is general information and marketing communication only, is not based on an assessment of your personal circumstances, and should not be relied upon as a recommendation to enter into any transaction. You are responsible for your own decisions.

9. Eligibility and Restricted Jurisdictions

The services described in this Policy are available only to Clients who have completed the Company's onboarding and verification requirements, who are at least eighteen (18) years of age, and who are not residents or nationals of, or otherwise connected with, a restricted jurisdiction identified in the Company's Client Acceptance Policy and Anti-Money Laundering Policy.

Certain services, and in particular access to Third-Party Venues, may be unavailable in further jurisdictions beyond those restricted lists. You must not attempt to access any service through a virtual private network, proxy or other means of concealing or misrepresenting your location. Doing so is a material breach of the Client Agreement and may result in the suspension or closure of your account and the reversal or freezing of related transactions.

10. Anti-Money Laundering and Blockchain Analytics

Digital Asset activity is subject to the Company's anti-money laundering and counter-terrorist financing procedures. In addition to the measures set out in the Anti-Money Laundering Policy, the Company may screen Digital Asset deposits and withdrawals using blockchain analytics tools in order to assess whether an address or transaction is associated with sanctions, illicit finance, darknet markets, fraud, mixing or tumbling services, or other higher-risk activity.

Where such an association is identified, or where the Company is unable to establish the source of a Digital Asset to its satisfaction, the Company may refuse the deposit or withdrawal, freeze the relevant balance, request further information from you, and where required make a report to the competent authority. The Company may be prohibited by law from informing you that a report has been made.

11. Suspension, Restriction and Termination

The Company may suspend, restrict or terminate any or all of the services described in this Policy, in respect of a particular Client or generally, where required by applicable law or by a payment provider, custodian or Third-Party Venue, where it suspects unauthorised, unlawful or abusive activity, where a Digital Asset or venue ceases to be supported, or where continuing to provide the service would expose the Company or its Clients to unacceptable risk. Where practicable and lawful, the Company will notify you and will allow a reasonable period for you to withdraw or convert affected balances.

12. Liability

To the fullest extent permitted by applicable law, the Company is not liable for loss arising from: movements in the price or liquidity of any Digital Asset; the introduction, variation, limitation, suspension, discontinuation or withdrawal of any service, feature, currency, Digital Asset, funding method or Third-Party Venue; the introduction or variation of any fee or charge; the failure, unavailability, delay, congestion, exploit or discontinuation of any blockchain network, smart contract or Third-Party Venue; the resolution or determination of any outcome at a Third-Party Venue; the loss of Digital Assets sent to an incorrect, incompatible or unsupported address or network; the acts or omissions of any bank, card scheme, payment provider or custodian; the unavailability of, or any error in, the Website, the Dashboard or any platform; or your reliance on information displayed in the Dashboard which originated from a third party. Nothing in this Policy excludes or limits any liability which cannot lawfully be excluded or limited.

13. Complaints

Any complaint relating to the services described in this Policy should be submitted in accordance with the Company's Complaints Policy. You should be aware that the Company's complaint-handling procedure covers the Company's own acts and omissions and cannot compel a Third-Party Venue, blockchain network or third-party custodian to take or reverse any action.

14. Client Acknowledgment

By using any of the services described in this Policy, you acknowledge that you have read and understood it, and in particular that: the services are developing and the Website governs their current scope, composition and pricing; fees, including inactivity fees, may be introduced or varied and may be deducted from your Wallet Balance; Wallet Balances are not bank deposits and are not covered by any deposit-guarantee or investor compensation scheme; Digital Assets are highly volatile and may be lost in full; blockchain transactions cannot be reversed; the Company is not the counterparty to, and does not control, any Third-Party Venue; negative balance protection does not apply at a Third-Party Venue; information shown in the Dashboard about Third-Party Venue activity is indicative only; and you are responsible for ensuring that your use of these services is lawful in your jurisdiction.

15. Amendments

The Company may amend this Policy at any time by publishing an updated version on the Website. Amendments take effect when published unless a later date is stated, save that where an amendment materially reduces your rights the Company will, where practicable, give prior notice. Your continued use of the services after an amended version is published constitutes acceptance of the amendment. It is your responsibility to review the current version of this Policy, which is available on the Website.