



**FLUSSO DYNAMICS GROUP SP. Z O.O.**

# **TERMS AND CONDITIONS**

## **FOR THE USE OF VIRTUAL CURRENCY SERVICES**

*Version 1.0 — March 2026*  
*VASP Registration: RDWW-1317*  
**<https://flussogroup.com/>**

## LEGAL INFORMATION

**FLUSSO DYNAMICS GROUP SP. Z O.O.** (hereinafter “Flusso”, the “Company”, “we”, “our”, or “us”), a limited liability company (*spółka z ograniczoną odpowiedzialnością*) duly incorporated under the laws of the Republic of Poland, with its registered office at:

Detail	Information
Registered Address	ul. Hoża 86, lok. 210, 00-682 Warsaw, Poland
Tax ID (NIP)	7011205258
National Court Register (KRS)	0001105723
VASP Registration	RDWW-1317 (Tax Administration Chamber, Katowice)
VASP Registration Date	May 23, 2024
Legal Representative	Adrian Romay
Website	<a href="https://flussogroup.com/">https://flussogroup.com/</a>
Compliance Contact	<a href="mailto:compliance@flussogroup.com">compliance@flussogroup.com</a>

Flusso is registered in the Register of Activities in the Field of Virtual Currencies (Rejestr Działalności w Zakresie Walut Wirtualnych) maintained by the Director of the Tax Administration Chamber in Katowice (Dyrektor Izby Administracji Skarbowej w Katowicach), under registration number RDWW-1317, effective since May 23, 2024, pursuant to the Act of March 1, 2018 on Counteracting Money Laundering and Terrorism Financing (Dz.U. 2023, item 1124, as amended; hereinafter the “Polish AML Act”).

The Company operates the website <https://flussogroup.com/> (hereinafter the “Platform”) through which Users may access the virtual currency services offered by Flusso. The Company’s operational headquarters are located in Spain, while regulatory registration and legal domicile are maintained in Poland. The Platform is currently available exclusively as a web application; no mobile application (iOS/Android) is offered at this time.

## 1. GENERAL DESCRIPTION

These Terms and Conditions (hereinafter the “Terms”), together with the Privacy Policy, the Cookie Policy, and any specific conditions published on the Platform for the provision of particular services, are applicable to every natural person with legal capacity who engages the services of Flusso through the Platform.

Flusso Dynamics Group Sp. z o.o. is the entity responsible for the Platform and its content. The Company’s principal activity is the provision of virtual currency services, primarily consisting of on-ramp (fiat-to-stablecoin) and off-ramp (stablecoin-to-fiat) operations, enabling users to purchase stablecoins and move funds between banks, local payment methods, and digital wallets in a secure, fast, and transparent manner.

These Terms must be accepted by the User in order to access and use the services offered through the Platform. Failure to accept these Terms shall preclude the use of any services provided by Flusso.

By expressly accepting these Terms, the User acknowledges having read and understood all provisions herein and agrees to comply with all specifications established in these Terms.

In the event of any discrepancy between the English and any other language version of these Terms, the English version shall prevail.

## 2. ELIGIBILITY AND USER REGISTRATION

The services offered by Flusso are currently available exclusively to natural persons (individuals). Corporate or legal entity accounts are not supported at this time.

The following conditions must be met to register as a User:

- The individual must be at least eighteen (18) years of age and have full legal capacity to enter into contracts.
- The individual must not be a resident, citizen, or otherwise located in a restricted jurisdiction.
- The individual must successfully complete the identity verification (KYC) process as described in Section 11 of these Terms.
- The individual must provide a verified mobile phone number.

**The following countries are restricted, and registration from these jurisdictions is strictly prohibited:**

- Iran
- North Korea (Democratic People’s Republic of Korea)
- Myanmar (Burma)

Flusso reserves the right to expand the list of restricted countries at any time, in compliance with international sanctions regimes (including EU restrictive measures, OFAC sanctions, and UN Security Council resolutions), European Union regulations, and applicable Polish and Spanish legislation.

There are two types of accounts on the Platform:

- Individual Users: end-clients who carry out on-ramp, off-ramp, and transfer transactions directly on the Platform.
- Agents: partners or affiliates who may register users under their network and facilitate transactions through the Platform’s API integration.

Registration as a User requires the reading and express acceptance, without reservation, of these Terms and the Privacy Policy. Registration is an essential prerequisite for the provision of services.

The User shall access the Platform using the email address and password generated during registration, together with additional authentication factors as required (see Section 16). These credentials are strictly personal and confidential. The User is responsible for maintaining their confidentiality and shall immediately notify Flusso at [compliance@flussogroup.com](mailto:compliance@flussogroup.com) of any loss, theft, or unauthorized use. The User expressly accepts that any use of the services carried out using their credentials shall be deemed to have been performed by the registered User, unless previously reported.

Flusso may block access to the Platform when it deems necessary for security reasons, compliance with applicable law, or in the event of suspicious activity.

### 3. SERVICES PROVIDED BY FLUSSO

The core services offered through the Platform are as follows:

#### 3.1. On-Ramp Services (Fiat-to-Crypto)

Flusso enables Users to convert fiat currency (EUR) into supported stablecoins (USDC, USDT) and/or into VES (Venezuelan Bolívar) equivalent value. On-ramp transactions may be executed through the following payment methods:

Payment Method	Provider	Currency
Credit/Debit Card (Visa/Mastercard)	Depasify	EUR
PSD2 Bank Transfer	Depasify	EUR
SEPA Bank Transfer	Easy Payment	EUR

#### 3.2. Off-Ramp Services (Crypto-to-Fiat)

Flusso enables Users to convert supported stablecoins back into fiat currency. Off-ramp payouts are currently available in the following forms:

Payment Method	Provider	Currency
Blockchain Wallet Transfer	Depasify	USDC
Pago Móvil	Chinchin / PMI	VES

#### 3.3. Order Execution

Flusso processes orders in real time with either dynamic or fixed exchange rates. When a fixed rate is selected, the rate is locked for a period of ten (10) minutes from the moment the order is created. If the order is not confirmed within this period, the rate lock expires and a new rate must be obtained.

Orders are executed exclusively on demand. No recurring, automatic, or Dollar Cost Averaging (DCA) purchase functionality is offered.

#### 3.4. Transfer Services

Users may initiate the following types of transfers through the Platform:

- SEPA bank transfers (EUR)
- Blockchain wallet transfers (USDC on Polygon network)
- Pago Móvil transfers (VES)

#### 3.5. Multi-Beneficiary Payments

Flusso offers the capability to distribute a single order across multiple beneficiaries, allowing Users to split payments efficiently within a single transaction.

#### 3.6. USDC Commission Loans

Flusso offers loans denominated in USDC designed exclusively to cover trading commissions incurred on the Platform. These loans feature an automatic repayment mechanism whereby the outstanding loan amount is deducted from subsequent transaction proceeds. The specific terms, conditions, and applicable charges shall be communicated to the User prior to the disbursement of any loan.

This service is not currently regulated or supervised by any financial authority. Unregulated services carry additional risks and do not offer the same protections as regulated services.

### 3.7. API and B2B Integrations

Flusso provides a RESTful API enabling authorized third-party developers and business partners (Agents) to integrate with the Platform. The API supports:

- Creation, listing, querying, and cancellation of orders
- Query by external\_id for idempotency and reconciliation
- Automatic webhook callbacks for each payment provider (Depasify, Easy Payment, Chinchin, PMI)
- Agent KYC API: allows Agents to submit KYC data for their end-users

API access is subject to authentication via Sanctum tokens with role-based access control (RBAC). API documentation is auto-generated and available at the /api/documentation endpoint on the Platform.

Use of the API is governed by these Terms. Agents are responsible for ensuring that their end-users comply with these Terms and all applicable regulations.

### 3.8. Services Not Offered

Flusso expressly does not provide the following:

- Direct crypto-to-crypto exchange
- Own custody of crypto-assets (custody is fully delegated to Depasify)
- Investment advice, financial advisory, or portfolio management
- Trading platforms or advanced trading tools (limit orders, stop-limit, etc.)
- Staking, earn, or yield programs
- Debit or credit cards linked to crypto-assets
- Recurring/automatic purchase services (DCA)
- Referral or affiliate reward programs for end-users
- Any service regulated under MiFID II

Nothing communicated by Flusso shall be construed as investment, financial, tax, or legal advice.

## 4. CUSTODY OF CRYPTO-ASSETS

Flusso does not provide direct custody of crypto-assets. The Platform does not manage wallets or private keys. All custody of crypto-assets is fully delegated to Depasify, a specialized third-party custodian.

Accordingly:

- All blockchain wallets are accessed and managed via the Depasify API.
- Flusso does not maintain cold storage or hot wallet infrastructure at the application level.
- The cold/hot wallet ratio, wallet security measures, and insurance coverage are determined by Depasify under its custodial service agreement with Flusso.
- The minimum withdrawal amount for crypto-assets is 20 USDC.

Users acknowledge and accept that Flusso's liability regarding the safekeeping of crypto-assets is limited to the diligent selection, appointment, and ongoing monitoring of the third-party custodian. Users are encouraged to review Depasify's terms of service for detailed information on custody arrangements, security measures, and insurance.

## 5. ENTRY INTO FORCE

These Terms shall enter into force and become binding upon Flusso and the User from the moment the User clicks the "I have read and accept the Terms and Conditions" button (or equivalent acceptance mechanism) available on the Platform.

Flusso shall confirm acceptance of these Terms and the entry into force of the contractual relationship within twenty-four (24) hours via the email address provided during registration.

## 6. PRIVACY POLICY AND COOKIE POLICY

### 6.1. Privacy Policy

The Privacy Policy must be accepted together with these Terms. The information provided by the User is necessary for the provision of services. Personal data shall be processed in accordance with Regulation (EU) 2016/679 (GDPR), the Polish Act of May 10, 2018 on the Protection of Personal Data, and the Spanish Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD), as applicable to the Company's dual jurisdiction. The Privacy Policy is available at <https://flussogroup.com/privacy>.

### 6.2. Cookie Policy

The Platform uses cookies and similar technologies. A comprehensive consent system is implemented:

Category	Default	Description
Necessary	Active (mandatory)	Login, session, payments, security. Cannot be disabled.
Functional	Active	Language preferences, display settings.
Analytics	Disabled	Platform usage metrics and performance.
Marketing	Disabled	Personalized communications.

Session cookies are HTTP-only with SameSite=Lax. Users may manage preferences at any time through the cookie settings on the Platform. The full Cookie Policy is available at <https://flussogroup.com/cookies>.

## 7. AMENDMENT OF THE TERMS

Flusso reserves the right to amend these Terms at any time. Material changes shall be notified to Users through the Platform and via email to the registered address with a minimum of thirty (30) calendar days' advance notice.

Upon expiry of the notice period, the User shall be deemed to have accepted the new Terms unless the User has expressly communicated disagreement. If the User does not agree, the User shall have the right to terminate the contract at no cost before the effective date of the amendment.

## 8. MINORS

Persons under eighteen (18) are not permitted to use Flusso's services. Any registration request from a minor shall be denied. Flusso reserves the right to immediately terminate the account of any User discovered to be a minor, without liability.

## 9. INFORMATION ON VIRTUAL CURRENCIES AND STABLECOINS

Virtual currency transactions are carried out using distributed ledger technology (blockchain), without a traditional financial intermediary. Unlike legal tender, virtual currencies are not backed by any government and rely on cryptographic systems for consensus and security.

Stablecoins are crypto-assets designed to maintain a stable value relative to a reference asset (e.g., USDC and USDT are pegged to the US Dollar). Users should be aware that:

- The value of stablecoins may fluctuate and the stability mechanism is not guaranteed.
- Redemption depends on the reserves and policies of the stablecoin issuer.
- Stablecoins are not bank deposits and are not covered by deposit guarantee schemes.
- Regulatory changes may affect their availability, legality, or value.

Blockchain transactions are recorded, digitally signed, and permanently stored. They are generally irreversible. Errors in wallet addresses or network selection may result in the permanent and irrecoverable loss of funds. Flusso shall not be held responsible for transfers executed by Users based on incorrect information provided by the User.

## 10. SUPPORTED CURRENCIES AND CRYPTO-ASSETS

### 10.1. Fiat Currencies

Currency	Use	Provider
EUR	Primary fiat currency (deposits and payments)	Depasify, Easy Payment
VES	Payouts only (withdrawals to Venezuela)	Chinchin, PMI

### 10.2. Supported Crypto-Assets

Crypto-Asset	Primary Network	Notes
USDC	Polygon	Primary crypto-asset of the Platform
BTC	Bitcoin	Supported for KYT address screening
ETH	Ethereum	Supported for KYT address screening
SOL	Solana	Supported for KYT address screening
TRX	Tron	Supported for KYT address screening

The list of supported crypto-assets is dynamic and managed via the Platform's internal database. Flusso reserves the right to add or remove supported crypto-assets at any time with appropriate notice to Users.

## 11. IDENTIFICATION AND COMPLIANCE (KYC/AML)

In accordance with the Polish AML Act and European anti-money laundering directives (AMLD5/AMLD6), Flusso is required to identify and verify Users before providing services. Flusso employs a dual-system approach powered by AMLBot.

### 11.1. Identity Verification (KYC)

Flusso uses AMLBot KYC API for identity verification. The process includes:

- Submission of a valid government-issued identity document (passport, national ID card, or NIE/residence permit).
- Selfie or live photo for biometric matching.
- Automated verification via webhook callbacks, with backup polling every 10 minutes.

KYC verification must be completed before the User can access any operational functionality. Platform middleware enforces this, blocking access until verification succeeds. Phone number verification is also required.

### 11.2. Transaction Screening (KYT)

Flusso uses AMLBot KYT API (Know Your Transaction) for ongoing monitoring:

- Screening of wallet addresses against sanctions lists, blacklists, and risk databases.
- Risk classification: LOW, MEDIUM, and HIGH.
- Monitored networks: Polygon, Ethereum, Solana, Tron, and Bitcoin.

Flusso may reject, suspend, or delay any transaction involving HIGH-risk addresses, or request additional information before processing.

### **11.3. Due Diligence Levels**

Depending on the service and economic thresholds, different levels of information shall be requested. Pursuant to the Polish AML Act, Customer Due Diligence (CDD) measures apply to occasional virtual currency transactions of EUR 1,000 or more.

Enhanced Due Diligence (EDD) may be applied to higher-risk relationships or transactions, including but not limited to: Users from high-risk third countries, politically exposed persons (PEPs), unusually complex transactions, and situations presenting an increased risk of money laundering or terrorism financing.

Flusso may request additional information at any time, including source of funds, proof of income, and transaction purpose declarations. Failure to provide requested information or the existence of indications of illicit activity shall entitle Flusso to the immediate unilateral termination of the contractual relationship and the reporting of suspicious activity to the General Inspector of Financial Information (GIIF).

## 12. TRANSACTION LIMITS, FEES, AND PRICING

### 12.1. Transaction Limits

Concept	Amount	Notes
Minimum per order	20 EUR	Configurable; applies to all order types
Minimum crypto withdrawal	20 USDC	Via Depasify

Additional limits (maximum per transaction, deposit ceilings) are published on the Platform's fee schedule and may be updated periodically. Users shall be notified of material changes to transaction limits.

### 12.2. Fee Schedule

Payment Method / Provider	Commission	Notes
Pago Móvil (Chinchin/PMI)	1%	On the amount in origin currency
Card / PSD2 (Depasify)	3%	Default commission rate
SEPA Transfer (Easy Payment)	3%	Default commission rate

Additionally, Agents may configure a profit margin (profit\_percentage) on floating exchange rates, applied as an additional spread. Commission is calculated as: source currency amount × (commission\_percentage / 100).

Exchange rates for on-ramp and off-ramp transactions are calculated in real time based on market conditions. When a fixed rate is selected, the rate is locked for ten (10) minutes.

All services include applicable taxes, duties, and levies per legislation in force. The User is solely responsible for determining tax applicability and for reporting and paying the correct amounts to the competent tax authorities.

## 13. CONTRACT DURATION

This contract has an initial duration of one (1) year from acceptance and is automatically renewed for successive equal periods, unless either party notifies the other of its intention not to renew. The User may request termination at any time, provided all outstanding obligations have been settled and no pending transactions remain.

## 14. GENERAL SERVICE CONDITIONS

### 14.1. Conditions and Restrictions

To access services, the User must be registered and verified per Sections 2 and 11. Flusso may limit or restrict services in accordance with AML/CFT regulations, fraud prevention policies, and internal risk assessment procedures.

Flusso may at its sole discretion reject any transaction, impose limits, or impose conditions on the use of services without prior notice, within the framework of applicable regulations.

### 14.2. Accuracy of Information

The User must provide accurate, current, and complete information at all times. The User represents and warrants the truthfulness of all information provided and shall promptly update any changed information.

### **14.3. Cancellations**

Orders may only be cancelled before Flusso has executed the transaction. Once executed, transactions cannot be changed, withdrawn, or cancelled. All on-ramp and off-ramp transactions are irreversible once initiated. Flusso may, at its sole discretion, reverse a transaction under extraordinary conditions, but the User has no right to reversal.

### **14.4. Insufficient Funds**

If the User lacks sufficient funds, Flusso may cancel the order entirely or execute a partial order after deducting applicable fees.

### **14.5. Taxes**

The User is solely responsible for determining, reporting, and remitting applicable taxes. Flusso is not responsible for tax determination, collection, or remittance unless specifically required by Polish or Spanish law.

### **14.6. Prohibition of Market Abuse and Illegal Activities**

The following are strictly prohibited:

- Market manipulation, including spoofing, wash trading, layering, or front-running.
- Use of the Platform for money laundering, terrorism financing, or any other illegal activity.
- Providing false or misleading information.
- Circumventing security measures, access controls, or transaction limits.
- Purchasing crypto-assets for the purpose of paying ransomware demands.
- Any use of automated bots or scripts not authorized through the official API.

Flusso monitors Platform activity and reserves the right to suspend, close accounts, or report to authorities upon detecting abusive practices.

## 15. OBLIGATIONS, RESPONSIBILITIES, AND RISKS

### 15.1. Obligations of Flusso

Flusso undertakes to:

- a) Respond with the greatest possible diligence to all User inquiries.
- b) Provide services in accordance with these Terms.
- c) Maintain the Platform operational to the extent reasonably possible, subject to temporary interruptions for maintenance or force majeure.
- d) Notify the User of any suspicious activity detected on their account.
- e) Comply with all applicable anti-money laundering, data protection, and consumer protection legislation.

Flusso does not undertake to:

- a) Process airdrops, hard forks, or similar blockchain events for the benefit of Users.
- b) Guarantee uninterrupted access to the Platform at all times.

### 15.2. Obligations of the User

The User undertakes to:

- a) Provide accurate and truthful information for registration, verification, and ongoing use.
- b) Accept these Terms by clicking the designated acceptance button.
- c) Maintain the confidentiality of access credentials and immediately notify Flusso at [compliance@flussogroup.com](mailto:compliance@flussogroup.com) of any unauthorized access.
- d) Use the Platform lawfully and in compliance with applicable legislation.
- e) Refrain from any activity that interferes with or disrupts the Platform.
- f) Assume full responsibility for all transactions carried out through their account.

The User represents having the necessary knowledge to use blockchain-based systems and being fully aware of associated risks.

### 15.3. Risks Inherent to Virtual Currencies

The User declares awareness of all risks, including:

- Partial or total loss of transaction amounts.
- Price volatility, even in stablecoins.
- Irreversibility of blockchain transactions; errors in addresses or network selection may result in permanent loss.
- No guarantee fund or compensation scheme applies.
- Network congestion, protocol failures, and smart contract vulnerabilities.
- Regulatory changes affecting legality, availability, or value.
- Counterparty risk with stablecoin issuers and third-party providers.
- Custodian risk: as custody is delegated to Depasify, Users assume the risks inherent to the custodian's operational and financial stability.

The User exonerates Flusso from liability for losses arising from inherent risks, except in cases of willful misconduct or gross negligence.

## 15.4. Limitation of Liability

Flusso shall not be liable for:

- Non-compliance with legislation of jurisdictions other than Poland and Spain.
- Incidents related to third-party payment providers or banking institutions.
- Damages from unforeseeable events, force majeure, natural disasters, wars, pandemics, government actions, network outages, or cyberattacks beyond Flusso's reasonable control.
- Technical failures in equipment or services external to Flusso.
- Unauthorized use of User credentials unless previously reported.
- Losses from fraud or social engineering perpetrated by third parties against Users.
- Service unavailability due to force majeure or scheduled maintenance.

Where Flusso is found liable due to willful misconduct or gross negligence, liability shall be limited to the market value of the affected crypto-assets at the time the loss occurred.

## 16. SECURITY MEASURES

Flusso implements the following technical and organizational security measures:

Measure	Details
Two-Factor Auth (2FA/OTP)	Via email and SMS (Twilio). 6-digit codes, bcrypt-hashed, 8-minute validity, max 3 attempts, 60-second resend cooldown.
Password Security	Bcrypt hashing with 12 rounds.
Security Headers	X-Frame-Options: DENY, HSTS (2 years), X-Content-Type-Options: nosniff, strict Referrer-Policy, restrictive Permissions-Policy.
RBAC	Granular roles: user, agent, admin, super-admin.
Webhook Authentication	HMAC signature validation per provider.
CSRF Protection	Integrated via Laravel/Sanctum.
Circuit Breaker	Fault-tolerance pattern for external providers.
Rate Limiting	Throttling on OTP resend and auth attempts.
Mandatory KYC Gate	Middleware blocking access until verification completes.
Phone Verification	Required before Platform access.

### 16.1. Data Infrastructure

All infrastructure is hosted within the European Union:

- Application: Laravel Cloud, EU Central (Frankfurt, Germany).
- Database: PostgreSQL Serverless, EU Central (Frankfurt, Germany).
- Cache/Sessions: Redis.
- Infrastructure: Docker containers (PostgreSQL 17 + Redis).

All User data resides within the EU. No personal data is transferred outside the EEA.

### 16.2. Incident Response

Flusso maintains the following monitoring systems:

- Error monitoring: Sentry integration for real-time production tracking.
- Real-time alerts: Instant Telegram notifications for critical events.
- Audit trail: Comprehensive logging of KYC/KYT events, withdrawals (IP, user agent, timestamps).

Flusso is committed to maintaining and continuously improving its incident response capabilities in compliance with GDPR breach notification requirements (72-hour notification to the supervisory authority) and applicable cybersecurity legislation.

### 16.3. Insurance

As of the date of these Terms, Flusso does not maintain a separate insurance policy against hacking or loss of crypto-assets. Custody-related insurance coverage may be provided by Depasify under its custodial agreement. Flusso shall update these Terms if independent insurance is obtained.

## 17. MAINTENANCE AND SUSPENSION OF SERVICES

Flusso shall make all reasonable efforts to ensure continuous Platform access. However, services may be temporarily suspended for maintenance, updates, or technical reasons.

Non-compliance with the following may result in temporary suspension:

- f) Failure to provide requested identification, operational, or source-of-funds information.
- g) Failure to accept updated Terms or Privacy Policy.

Flusso shall notify the User of the suspension reason (unless legally prohibited) and required remedial actions. Failure to regularize within thirty (30) days shall result in permanent suspension and the account shall be treated as inactive per Section 18.

## 18. INACTIVE ACCOUNTS

Flusso may declare an account inactive if:

- No transactions for more than twelve (12) months.
- No login for more than three (3) months.
- Failure to respond to information requests within thirty (30) days.
- Inability to contact the User for more than one (1) year.

Inactive accounts may be subject to restrictions, maintenance fees, or closure per applicable Polish legislation. Flusso shall make reasonable efforts to contact the User before taking action.

## 19. SET-OFF AND COMPENSATION

The User acknowledges that Flusso has the right to set off any due and payable monetary debt against the User's account balances (fiat and crypto-assets).

Debts include, without limitation: unpaid commissions, transaction fees, negative balances, and outstanding USDC loan repayments.

Procedure: (i) Flusso shall notify the User via email of the debt, its amount and concept, granting no less than four (4) calendar days for voluntary payment. (ii) If unpaid, Flusso may deduct from the fiat balance first, and if insufficient, liquidate crypto-assets at prevailing market prices. (iii) A detailed statement shall be provided to the User following the set-off.

## 20. TERMINATION

This contract terminates upon:

- h) Non-acceptance of amendments to Terms, Privacy Policy, or pricing: automatic termination.
- i) Material breach by either party: the non-breaching party may unilaterally terminate.
- j) Express wish of the User: by written notice to [compliance@flussogroup.com](mailto:compliance@flussogroup.com). Effective upon settlement of all obligations.
- k) Detection of fraudulent, illegal, or antisocial behavior.
- l) Reasonable suspicion that the User is a victim of fraud, extortion, or manipulation.
- m) Participation or suspected participation in fraudulent activities.
- n) Provision of false or misleading information.
- o) Imposition by law or order of a competent authority.
- p) Any other just cause.

Flusso shall take reasonable measures to notify the User of closure reasons, except where legally prohibited. Upon termination, prior transactions cannot be reversed.

## 21. SEVERABILITY

If any provision is deemed null or unenforceable, it shall be severed and the remaining Terms continue in full force and effect.

## 22. DATA PROTECTION

The processing of personal data by Flusso is governed by the Privacy Policy, which forms an integral part of these Terms. Personal data is processed in compliance with the GDPR, Polish data protection law, and Spanish data protection law (LOPDGDD), as applicable.

Users have the right to access, rectify, erase, restrict, object to, and port their personal data by contacting [compliance@flussogroup.com](mailto:compliance@flussogroup.com).

The competent supervisory authorities are:

- Poland: President of the Office for Personal Data Protection (UODO) – <https://uodo.gov.pl/>
- Spain: Spanish Data Protection Agency (AEPD) – <https://www.aepd.es/>

## 23. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

Pursuant to the Polish AML Act, Flusso's virtual currency activities are subject to AML/CFT obligations. Flusso complies with:

- Documentary identification of Users and beneficial owners.
- Collection of information on Users' professional activities and source of funds.
- Ongoing monitoring of business relationships and transactions.
- Reporting to the General Inspector of Financial Information (GIIF) of suspicious transactions.
- KYT transaction screening across multiple blockchain networks.
- Compliance with restrictive measures, sanctions, and freezing orders.

Accounts blocked due to reasonable suspicion of illicit activity may be subject to fund retention, service suspension, and communication with competent authorities as required by law. Flusso shall inform the User only to the extent permitted by law.

## 24. USER SUPPORT AND COMMUNICATIONS

Flusso provides User support for inquiries, complaints, and requests:

Purpose	Contact
General support	support@flussogroup.com
Compliance and legal notifications	compliance@flussogroup.com
Data protection requests (GDPR)	compliance@flussogroup.com
Account termination requests	compliance@flussogroup.com

Flusso shall respond to inquiries with the greatest possible diligence. Response times may vary depending on the complexity of the request and applicable regulatory requirements.

## 25. INVOICING AND TAX

Virtual currency exchange services may be exempt from Value Added Tax (VAT) under applicable Polish and EU legislation. Flusso shall comply with all invoicing requirements mandated by Polish and Spanish tax law, as applicable.

The User is solely responsible for fulfilling their tax obligations arising from Platform transactions, including reporting under the Crypto-Asset Reporting Framework (CARF) or any other applicable regime.

## 26. INTELLECTUAL PROPERTY

The Platform, software, source code, and all content are protected by national and international intellectual property laws. They may not be reproduced, distributed, modified, or exploited without Flusso's express written authorization.

Access to the Platform grants no right over intellectual or industrial property rights. Unauthorized copying, modification, distribution, or creation of derivative works is prohibited.

Flusso reserves the right to pursue all available legal actions against infringers.

## 27. ASSIGNMENT

Flusso may assign or subcontract the contracts entered into with Users to other entities for the purpose of fulfilling its contractual obligations, provided that the quality and scope of services are maintained. The User may not assign their rights or obligations under these Terms without Flusso's prior written consent.

## 28. GOVERNING LAW AND JURISDICTION

These Terms shall be interpreted and governed in accordance with the laws of the Republic of Poland.

For the resolution of any dispute, the parties submit to the exclusive jurisdiction of the competent courts of Katowice, Poland. Where the User qualifies as a consumer under applicable Polish or EU consumer protection legislation, the User may file a claim before the court competent under applicable consumer protection rules.

Nothing in these Terms shall affect the User's statutory rights as a consumer under applicable law.

— End of Terms and Conditions —

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