Coin Bridge AG DBA. KAI

Zug, Switzerland | VQF-Regulated VASP | kai.xyz

Terms of Service

TOS-01 | Version 1.0

	Detail	
Document Ref	TOS-01	
Version	1.0	
Last Updated	2026	
Platform	kai.xyz	
Governing Law	Laws of Switzerland	

1. Agreement

These Terms of Service ("Terms") constitute a binding legal agreement (hereinafter "Agreement" or "Terms" where the context permits) between customers and users of Coin Bridge AG ("You", "Your") and Coin Bridge AG, a company incorporated in the Canton of Zug, Switzerland, and regulated under membership of the Association Romande des Intermédiaires Financiers (VQF), a self-regulatory organisation (SRO) recognised by the Swiss Financial Market Supervisory Authority (FINMA) ("We", "Us", "Our", "Kai"). "Services" in this Agreement refers to digital asset wallets, exchange, conversion, card programs, and such other ancillary services made available to you on the Coin Bridge AG platform at kai.xyz from time to time ("Platform").

We may make changes to these Terms from time to time. When we do, we will inform you via available channels including updates to the version control and last updated sections of this document. Unless otherwise stated in a written communication to you, updates to our Terms will become effective on the date of publication. Subject to the provisions of Applicable Laws, updates to our Terms will not apply retroactively.

For the purposes of these Terms, "Applicable Laws" means the laws of Switzerland applicable to Coin Bridge AG's operations, including but not limited to the Swiss Anti-Money Laundering Act (AMLA; SR 955.0), VQF Regulations, the Swiss Federal Act on Data Protection (nFADP; SR 235.1), applicable FINMA circulars and guidance, and such other laws, ordinances, and regulations as may be applicable to Coin Bridge AG or its customers from time to time.

2. Scope

These Terms apply to:

- Coin Bridge AG customers ("you"/"your") using the Coin Bridge AG ("we"/"our") mobile or web application, application programming interface ("API"), website at kai.xyz, or such other medium through which Coin Bridge AG officially provides its Services (altogether "Platform");
- Business clients of the Coin Bridge AG service; and
- End users of introduced businesses consuming Coin Bridge AG's services through a partner or duly authorised agent.

3. Eligibility Requirements

You are eligible to use our Services if:

- You are at least 18 years of age at the time of signing up;
- You reside in a country where we have officially disclosed our operational presence and have secured the necessary operational licence or permission;
- You have not been previously convicted of any offence involving fraud, financial crime, or dishonesty;
- You are not signing up to stalk or harass any person;
- You are not signing up to carry out acts or omissions contrary to Applicable Laws;
- You have not previously been exited or offboarded from the Platform; and
- You have completed the onboarding application with true and verifiable information.

Notwithstanding the above, the Services available to you depend on the country in which you are resident. You may be restricted from viewing or accessing certain Services subject to our internal risk appetite, Applicable Laws, and other factors considered solely at our discretion.

4. Account Management

When you sign up to use our Services, you acknowledge and agree that you have read and have a full understanding of our Terms, Risk Warning, Privacy Notice, and the conditions stated in these Terms.

4.1 Account Creation and Authorised Persons

By creating an account on our Platform, you represent and warrant that the information you have provided is verifiably true and that you have met the eligibility criteria set out in these Terms. Where applicable, you acknowledge and agree that any persons you have authorised to operate your business account equally meet the eligibility criteria.

4.2 Password Management

You represent and warrant that you will keep your password and all authorisation information private. You acknowledge and agree that any and all transactions initiated with your authorisation information shall be construed as being initiated by you.

4.3 Security

Coin Bridge AG has implemented technical and governance measures to ensure the security of your account. However, you agree to be responsible for:

- Safeguarding and maintaining control over your credentials, including passwords, personal identification numbers (PINs), API keys, and any other access codes linked to your account;
- Keeping your contact information current to ensure you receive important security notices; and
- Protecting and maintaining control over the email account, phone number, and multi-factor authentication devices or applications connected to your account.

5. Transaction Settlement, Network Considerations, and Fulfilment

- Where you wish to on-ramp or off-ramp on our Platform, you may use any of the available fiat funding or settlement channels. You acknowledge that fiat-related services are provided by third-party integrations on our Platform. You also authorise us to debit or credit your connected card or accounts or other payment methods available on the Platform (“Payment Method”) in furtherance of your instructions.
- Deposits into your wallets shall meet the following minimum requirements: the deposit must be made from an account or card in your own name; it must be free of all charges, encumbrances, or illegality; it must be made in a currency recognised by our Platform; it must be made into an account provided to you at the time of deposit; and it must be made via approved channels excluding physical cash, cheques, and such other restrictions as may be communicated to you via our available channels.

- Where you have requested an off-ramp service, you agree to instruct us to debit your wallet or applicable digital asset address held on our Platform and provide the fiat value at an exchange rate determined by us, into your preferred Payment Method supported by our Platform, subject to the application of screening, compliance reviews, and such other pre-transaction activities required under Applicable Laws or Coin Bridge AG's internal policies and procedures.
- If, after due authentication and login to your account, an order for digital asset trade is made from your account, you acknowledge and agree that the order is and shall always be deemed as yours. You further acknowledge and agree that we will not process any reversal of purchase or cancellation of orders after execution.
- In some instances, deposits and transaction execution or fulfilment may experience delays on the Platform. While we will deploy resources to resolve any such issues, you acknowledge and agree that we will bear no liability for such delays.
- Blockchain networks are the processors of your on-chain transactions. You represent and warrant that the transaction information presented to us is true, correct, and intended. You further acknowledge and agree to bear all liability incurred in relation to misrepresentation, falsity, or incorrect information at the point of transaction instruction, including but not limited to missing deposits or withdrawals. You acknowledge that we do not control the blockchain network, and that payment instructions submitted to us constitute an authorisation to submit your transaction to the network for processing. Delays or cancellations by the network, and any damage incurred as a result, shall not be borne by us.

6. Fees, Charges, and Taxes

- We reserve the right to set and make changes to our fees for Services provided to you from time to time. Any fee to be charged will be disclosed to you prior to the execution of your transaction. A schedule of applicable fees is available on the Coin Bridge AG website at kai.xyz, which is incorporated by reference into these Terms. Where there is any conflict between the fee schedule on the website and fees disclosed on our Platform at the time of transaction execution, the provision of the latter shall prevail to the extent of such inconsistency.
- We reserve the right to correct any errors in pricing, account balances, or transaction records resulting from technical malfunctions, system bugs, human error, or external disruptions. This includes the ability to reverse or adjust transactions executed on the basis of such errors, notwithstanding prior settlement or withdrawal. We also reserve the right to clawback any amounts paid or settled to you incorrectly, or as proceeds of unjust enrichment, and to set such amounts off against your available balance to the fullest extent permitted under Applicable Laws.
- You agree to promptly pay all fees and maintain a sufficient balance from which all necessary fees and deductions shall be made. You further agree that we have the right to set off any outstanding payment, fees, charges, or deductions from your existing balance or any amount due to you on our Platform.
- Where applicable, deductions shall be settled from available digital assets on your account, at our sole discretion and at an exchange rate determined by us at the time of deduction, provided that the deducted amount shall be equal to the amount due to us at the time of deduction.
- You agree to bear all taxes, duties, levies, and statutory deductions applicable to your accounts and transactions in compliance with Applicable Laws, including applicable Swiss tax obligations. You further authorise us to make all such deductions necessary from your account where required under Applicable Laws. Unless expressly required

under Applicable Laws, you agree to bear personal responsibility for taxes applicable to your trades, transactions, or activities on our Platform, and to indemnify us for any failure to disclose, file, report, withhold, or remit any such applicable tax.

7. Risk Acknowledgment and Indemnities

By using our Services, you acknowledge that you have read and fully understood our Risk Warning along with all other risks associated with dealing in, trading in, or consuming virtual asset services. You agree to indemnify us against any claim arising from your lack of awareness or misunderstanding of those risks.

8. Content Moderation

Your use of our Platform may involve some form of content creation or communication. You acknowledge and agree to be bound by the communication rules applicable to the Platform and adjacent communication tools used to manage our customer communities. You further agree not to:

- Upload infringing, misrepresented, harmful, fraudulent, or misleading content;
- Falsely attribute a claim to us or misrepresent yourself as our agent, unless otherwise authorised in writing;
- Impersonate our staff or any third party; or
- Create or distribute unsolicited commercial communications or spam, including mass broadcasts, replication of previous marketing materials, or promotion of fake projects or projects with false contact details.

You acknowledge and agree that you may be exited from the Platform if you breach any of the aforementioned rules or such other Platform guidance as we may issue from time to time.

9. Dormancy

- We encourage you to remain active on the Platform. However, if your account remains inactive for a period defined by Applicable Laws, we may classify it — and any assets held within it — as dormant and handle it in accordance with those Applicable Laws. We may require you to retake our verification or complete a compliance review procedure before initiating a new transaction following such dormancy.
- Before taking such action, we may attempt to contact you regarding the status of your account and any unclaimed funds or assets. If we do not receive a response within a reasonable period or within the timeframe specified by Applicable Laws, we will proceed as required under the Applicable Laws governing dormant accounts.

10. Asset Listing, Custody, and Delisting

10.1 Listing Discretion

We retain the sole and absolute discretion to determine which digital assets are listed on the Platform and made available for trading or exchange ("Assets"), and under what conditions such Assets are listed, subject to Applicable Laws.

10.2 Asset Custody

Assets held in your wallet as disclosed on the Platform are in Coin Bridge AG's custody or the custody of service providers engaged by Coin Bridge AG (including Fireblocks). Notwithstanding, you continue to hold title to the asset and may deal with such assets in such a manner as you please, subject to the features available on the Platform, Coin Bridge AG's policies, and Applicable Laws.

10.3 No Endorsement, Disparagement, or Availability Guarantees

Our listing or delisting of an Asset does not constitute and should not be construed as an endorsement, guarantee, or recommendation, nor as a disparagement of such Asset or its quality, legality, market value, governing team, sponsor, or underlying project. We expressly disclaim any and all liability relating to the marketing, listing, or delisting of any Asset, and we encourage you to review our Risk Warning before making trading decisions relating to listed Assets.

10.4 Suspension or Delisting

We retain the sole discretion to suspend, restrict, or permanently remove any Asset ("Delisted Asset") on the occurrence of any one or more of the following:

- We are required by Applicable Law or on the order of a competent Swiss authority to suspend, restrict, or remove the Asset;
- The Asset or associated issuer is suspected or found to be involved in illegal, fraudulent, or misleading activity;
- The Asset's blockchain network becomes unstable, compromised, or ceases to function reliably;
- There are material technical or security risks (e.g. protocol exploit, loss of network consensus, or a 51% attack);
- The Asset fails to maintain minimum liquidity, trading volume, or network activity levels as determined by our assessment team; or
- The continued listing of the Asset constitutes a reputational or regulatory risk to Coin Bridge AG and/or its customers.

We will provide notice where it is reasonably practicable to do so. However, where the circumstances do not permit prior notice, Coin Bridge AG may initiate such suspension, restriction, or permanent removal without notice to you.

10.5 Winding-Up Procedure

Notice

We will provide reasonable advance notice of any delisting where reasonably practicable. However, we reserve the right to act immediately if required to protect you, comply with law, or mitigate risk or exposure.

Withdrawals

Upon notice of delisting, you agree to ensure that all your positions in the affected Asset (“Delisted Asset”) are withdrawn, settled, or converted within the timeframe specified by Coin Bridge AG (“Exit Period”).

Exit and Access Removal

At the expiration of the Exit Period, we will complete the removal of the Asset from our Platform. Any available balance in the Delisted Asset may become unavailable. We reserve the discretion to convert available balances in Delisted Assets to fiat or such other Asset available on our Platform to preserve your balance.

10.6 Introduced Business — Sub-Customer Notices

Where you onboard Sub-Customers under Introduced Business operations, you shall ensure that all Sub-Customer activities involving any listed Asset comply with FATF Recommendation 15, relevant Travel Rule obligations under Swiss AMLA, and applicable local licensing requirements. You agree to ensure that relevant notices are issued to Sub-Customers ahead of any delisting operation. For the purposes of this clause, “Introduced Business” means business customers who rely on Coin Bridge AG’s infrastructure to create sub-accounts and provide ancillary services to their customers (“Sub-Customers”).

11. Blockchain Events and Risk Allocation

11.1 Forks

In the event of a network fork or chain split, Coin Bridge AG shall, in its sole discretion, determine which chain to support. Coin Bridge AG shall have no obligation to support, credit, or enable access to any alternative or resulting digital asset.

11.2 Network Upgrades

Coin Bridge AG may temporarily suspend access to the Platform or pause transaction processing to accommodate network upgrades or changes. You acknowledge that such suspensions may occur without prior notice.

11.3 Airdrops

Unless explicitly agreed in writing and under signature by an authorised representative of Coin Bridge AG, you shall not be entitled to any assets created by forks, airdrops, or similar events.

12. Trading Rules and Transaction Execution

12.1 Order Categories

You may request different order types as made available on our Platform from time to time, including market orders, limit orders, and stop-loss orders. These functionalities are provided on an “AS IS” and “AS AVAILABLE” basis. When you authorise any of these functions, you acknowledge that you understand their implications and will cease to use any function you do not fully understand.

12.2 Market Integrity

Coin Bridge AG has zero tolerance for market manipulation of any kind, including but not limited to front-running, insider trading, artificial price inflation, wash trading, pump-and-dump schemes, and rug pulls. By using our Services, you acknowledge and agree that you shall not:

- Make representations to mislead, defraud, or deceive any person, entity, user, or Coin Bridge AG, in a bid to take unfair, undue, or illegal advantage;
- Breach the Acceptable Use Policy;
- Trade or attempt to trade while in possession of material non-public information relating to any digital asset listed or traded on the Platform; or
- Assist, facilitate, finance, encourage, or otherwise enable any person or entity to engage in any of the foregoing activities.

12.3 Technical Glitches and Interruptions

- In the event of an outage, network issues, system rollback, or service interruption: (a) transactions may fail to process, be delayed, or appear as pending; (b) duplicate submissions or unacknowledged orders may occur; and (c) you shall verify all affected transactions once Services are restored.
- You acknowledge and agree to promptly notify us if you discover any technical glitch, malfunction, pricing inconsistency, or error on the Platform.
- You represent and warrant that you shall not take unfair, unjust, or illegal advantage of a technical glitch or interruption on our Platform. You further authorise us to debit from your account any amounts owed to us by reason of your exploit of a technical glitch or interruption.

12.4 Automated Trading and Bots

Where you authorise bots or robo-advisory tools to activate or execute trades on your account, you acknowledge and agree that you shall bear sole responsibility for the activities of such tools. You further represent and warrant that no intrusive or malicious software capable of disrupting or interrupting our operations will be integrated into your account.

13. Cards

The following terms shall apply, in addition to other Terms where the context permits, when you use card products on the Coin Bridge AG Platform:

- Additional information may be requested from you for the creation of your card. You represent and warrant that any such information provided is yours, true, and verifiable. You acknowledge and agree that we may refuse the card service or any other Coin Bridge AG service if you refuse to provide the necessary information, or if the information provided is found to be untrue, or if in Coin Bridge AG's sole discretion an account ought not be provided to you having regard to our internal policies and procedures.
- The Coin Bridge AG card is a prepaid card and is not a credit card or a gift card. We may provide virtual or physical cards under the Visa or Mastercard networks through our card-issuing partners. The virtual card may be accessed on the Coin Bridge AG Platform using your displayed PAN, PIN, and other authentication measures available on the Platform.
- After you create a card on the Coin Bridge AG Platform, you will be able to access sensitive data including your PAN, CVV, and expiry date. You may also be required to create a separate PIN (collectively with your PAN, CVV and expiry date, "Authentication Data"). You acknowledge and agree to maintain the privacy and confidentiality of your Authentication Data at all times.
- You may fund your card with your wallet balance or from other sources as Coin Bridge AG may allow from time to time. You represent and warrant that the funds utilised through your card are free of all encumbrances and sourced lawfully. Coin Bridge AG reserves the right to reverse, block, or refuse to process any card payment if we have reason to suspect that funds are sourced unlawfully, are encumbered, or are subject to a sanctions designation under applicable laws and sanctions regimes, including those maintained by SECO, OFAC, the UN Security Council, or the EU.
- Transactions processed by Coin Bridge AG are subject strictly to the Coin Bridge AG Acceptable Use Policy. By using the card product, you agree that your transactions may be screened for compliance with the Acceptable Use Policy and its future amendments. You further agree not to attempt transactions to restricted or prohibited merchants or jurisdictions.
- The Coin Bridge AG card product is available to you at fees charged at different points of your interaction with the Platform including creation, funding, replacement, and transaction execution. For more information on fees, please visit the fees section of our website at kai.xyz. In the event of a conflict between fees displayed on the website and fees displayed on the Coin Bridge AG application at the time of a card-related transaction, the fee displayed on the mobile application shall prevail. You acknowledge and agree that Coin Bridge AG may claw back any fees that are uncharged or undercharged at the time of a transaction due to an operational glitch, network interference, or a Force Majeure event.
- Coin Bridge AG cards are subject to fair use policies. You agree to maintain a minimum balance required to satisfy any recurring payment on your card. You further acknowledge and agree that Coin Bridge AG may disable your card automatically following two consecutive failed payments on your card.
- The reported balance on your Coin Bridge AG account, including card balance, may sometimes differ from the settled balance as the reported balance may not include pending debits, recurring payments, or credit transactions authorised by yourself. Where any payment successfully made by you exceeds the settled balance on your account, thus creating a negative balance ("Negative Balance"), you agree and authorise Coin Bridge AG to debit your account or set off against any incoming funding to your account the debt or deficit created by the Negative Balance. You further agree to promptly pay Coin Bridge AG in satisfaction of such debt or deficit.
- If a transaction is initiated on your card or using your card information without your authorisation, you agree to notify Coin Bridge AG of such transaction and provide sufficient information to assist an internal investigation and resolution.

13.1 Card Transaction Limits

The following transaction limits apply to Coin Bridge AG card products and may be adjusted from time to time. Cardholders will be notified of material changes via updates to these Terms or on the Platform:

Limit Type	Description
Daily Spend Limit	Maximum aggregate spend of USD 10,000 per calendar day across all online and contactless transactions.
Monthly Spend Limit	Aggregate card transactions shall not exceed USD 20,000 in any rolling 30-day period, unless enhanced verification has been completed and an elevated limit has been approved by Coin Bridge AG.
Velocity Restrictions	Transaction frequency is monitored. More than 2 transactions initiated within any 60-minute window may result in a temporary hold pending review, regardless of monetary limits.
Single Transaction Cap	No single card transaction may exceed USD 10,000 without prior Coin Bridge AG approval. Transactions exceeding this threshold without approval may be automatically declined.
Cross-Border Transactions	Transactions initiated outside your registered country of residence are subject to additional verification and may carry a reduced daily limit of USD 5,000 until verification is complete.

14. Financial Crimes

14.1 Representation and Warranty

You represent and warrant that you will always use your account for lawful and fair purposes. You further represent that the identity information you provide at onboarding is a true representation of yourself. You acknowledge and agree that we may restrict or close your account if you are found to be in breach of these representations.

14.2 Sanctions

We do not provide our Services in or to any entity, specially designated national, country, or jurisdiction that has been sanctioned by Switzerland (SECO), the European Union, the United Nations, the United States Office of Foreign Assets Control (OFAC), the United Kingdom, Canada, or any other applicable sanctions regime that we may apply from time to time. You acknowledge and agree that we may refuse to process transaction requests to or settle transactions received from addresses, persons, entities, specially designated nationals, or jurisdictions listed on any of the aforementioned sanctions lists.

Nothing on our Platform shall be construed as soliciting patronage from sanctioned entities or countries where the provision of our Services would be deemed illegal.

14.3 Lawful Requests for Information

As a regulated institution, from time to time, we may receive court orders, execution orders, and requests from law enforcement agencies, MROS, SECO, FINMA, VQF, or cantonal prosecution authorities. You acknowledge and agree that we may comply with such requests and share such information as and when required, subject to our internal policies and procedures and applicable Swiss law.

14.4 Compliance Review and Account Restrictions

You agree to provide reasonable support to us in the conduct of periodic compliance reviews. Where applicable, you agree to provide requested information within the stipulated timeline to avoid issue escalation or account restrictions.

15. Intellectual Property

- All rights, title, and interest in and to the Services, including the Platform and all related contents, features, and functionality, are and shall remain the exclusive property of Coin Bridge AG, our licensors, or other content providers we engage, where applicable. These materials are protected by applicable Swiss and international copyright, trademark, patent, trade secret, and other intellectual property laws.
- Except as expressly provided under this Agreement or any other agreement to which you are a direct party, no licence or right is granted to you, whether expressly, by implication, estoppel, or otherwise, to use any copyrighted materials, patents, trade secrets, trademarks, service marks, or other proprietary rights of Coin Bridge AG.
- You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material from the Services without our prior written consent. You must also not alter or remove any copyright or proprietary rights notices appearing on any materials from the Services.
- When you participate in our beta or testing programme, you acknowledge and agree that all intellectual property derived from your suggestions or by reason of your participation in the test group is assigned fully to Coin Bridge AG. You further agree to provide all reasonable support required to give effect to this assignment.
- We reserve the right, in our sole discretion, to suspend or terminate your access to the Services if you breach this Agreement or engage in any unauthorised or infringing use of the Services.

16. Confidentiality and Trade Secrets

- You agree to maintain the confidentiality of any confidential information, including but not limited to support communications, business information, trade secrets, client data, early access documentation, and such other information which by its nature ought to be confidential (“Confidential Information”).
- For the purposes of this Agreement, confidential information shall not include information that: (i) becomes publicly available through no wrongful act or omission on your part; (ii) you lawfully obtain from a third party not under any obligation of confidentiality; (iii) is independently developed by you without reference to or use of our Confidential Information; or (iv) we expressly authorise the disclosure of in writing. Notwithstanding the foregoing, you may disclose confidential information to the extent required by applicable Swiss law, regulation, court order, or governmental directive, provided that, where legally permissible, you give us prompt written notice and a reasonable opportunity to seek a protective order or otherwise contest such disclosure.

- If you participate in our beta or testing programme, you acknowledge and agree to keep confidential the communications, performance information, trade secrets, and other information accessed until the public release of the relevant creative elements.

17. Data Protection

We will process your personal data in accordance with Applicable Laws, our Privacy Notice, Cookie Notice, and our internal data protection and information security policies. Where applicable, you agree to the processing of your personal data for the purpose of performing the Services for which you have engaged us or signed up to our Platform.

Subject to the provisions of Applicable Laws, you may request to delete your account. We reserve the right under Applicable Laws — including the Swiss Anti-Money Laundering Act (AMLA; SR 955.0) and the Swiss Federal Act on Data Protection (nFADP; SR 235.1) — to retain such information as may be required, including a minimum of ten (10) years following the conclusion of the business relationship for KYC and transaction data.

18. Disclaimers

18.1 Electronic Service Disclaimers

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES, INCLUDING THE API, PLATFORM, AND ALL RELATED CONTENT, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE SWISS LAW, NEITHER Coin Bridge AG, ITS AFFILIATES, SERVICE PROVIDERS, PARTNERS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES (“Coin Bridge AG SERVICE PROVIDERS”) MAKE ANY WARRANTY OR REPRESENTATION AS TO THE OPERATION, AVAILABILITY, SECURITY, RELIABILITY, QUALITY, OR ACCURACY OF THE SERVICES.

18.2 Disclaimer of Warranties

WITHOUT LIMITING THE FOREGOING, NEITHER Coin Bridge AG NOR ANY Coin Bridge AG SERVICE PROVIDER WARRANTS THAT: THE SERVICES OR ANY CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; ANY DEFECTS OR ERRORS WILL BE CORRECTED; THE SERVICES, PLATFORM, OR SERVERS ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS; OR THE SERVICES WILL MEET YOUR REQUIREMENTS, EXPECTATIONS, OR INTENDED PURPOSES.

TO THE FULLEST EXTENT PERMITTED BY LAW, Coin Bridge AG AND THE Coin Bridge AG SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND — EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE — INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not guarantee the identity of any counterparty nor their attribution. We disclaim entirely any claims of control or liability in respect of any goods or services you may sell or trade in exchange with a counterparty.

19. Limitation of Liability

- You acknowledge and agree that all decisions to access or use our Platform, or to enter into, execute, or rely on any transaction or contract, are made solely at your own discretion and risk.
- You are solely responsible for evaluating and determining the suitability, appropriateness, and advisability of any transaction or investment you make through or in connection with the Platform. Neither Coin Bridge AG nor any of our directors, officers, employees, affiliates, agents, service providers, or representatives (“Coin Bridge AG Associates”) shall have any responsibility or liability in relation to your investment decisions or outcomes.
- We have no obligation to contact you or provide advice in connection with changes in market conditions, including disruptions, forks, or volatility affecting any Asset or blockchain network.
- Our entire liability, if any, shall not exceed the total amount earned in fees during the pendency of our relationship, and shall not extend to liability for the acts of any third parties or their agents.
- We will bear no liability for any damage caused by a Force Majeure Event, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, operator errors, flood, earthquake, disease outbreak, or other events beyond our reasonable control.

20. Dispute Resolution

20.1 Exhaustion of Alternative Resolution Measures

If you have any issue relating to our Platform, you acknowledge and agree that you will first exhaust the internal complaint management process by reaching out through all available channels, including by sending an email to our support team via support@kai.xyz.

Where the issue remains unresolved and a formal dispute has arisen with respect to the performance, construction, or interpretation of these Terms, you will endeavour to exhaust all possible alternative dispute resolution measures — including mediation — before proceeding to a court of competent jurisdiction in Switzerland.

20.2 Jurisdiction and Governing Law

These Terms are governed by and shall be construed in accordance with the laws of Switzerland (“Applicable Laws”). Any disputes that cannot be resolved by alternative means shall be submitted to the exclusive jurisdiction of the competent courts of the Canton of Zug, Switzerland.

21. Termination and Account Closure

21.1 Account Closure

We reserve the sole discretion to determine at what time and in what circumstances an account will be confirmed for exit or closure. We may restrict certain portions of your funds at the time of closure of your account where there is a court order or lawful request mandating a freeze of such funds, where the funds are required to be blocked under applicable sanctions regimes, or such other circumstances as we may determine at our sole discretion.

21.2 Termination

You may only terminate these Terms by applying to delete your account. The termination becomes effective after the closure of your account. Terms relating to Intellectual Property, Confidentiality, Dispute Resolution, and such other provisions which by design are required to survive the termination of this Agreement, shall survive.

We may equally terminate this Agreement or close your account by executing a superseding written agreement with you, or at the expiration of seven (7) days' written notice addressed to the contacts you have provided at verification.

22. Product Testing Terms

From time to time, we may engage you to support our early access or product testing programme ("Test Programme"). The following terms shall apply:

- The provisions of these Terms on Confidentiality and Intellectual Property shall apply to participation in the Test Programme. You acknowledge and agree to assign all intellectual property and creative rights in any of your contributions to Coin Bridge AG.
- You indemnify and hold Coin Bridge AG harmless for any damage or injury caused by your use of the Platform during the test or early access period.
- You acknowledge and agree that a breach of confidentiality terms may not be sufficiently remedied by an injunctive order and that Coin Bridge AG may pursue special damages against you for breach of the provisions of these Terms.

23. General

- We may engage subcontractors to assist in delivering the Services, including payments service providers and custodian service providers. You acknowledge and agree that we may share your personal data with these providers where required to perform our obligations under these Terms or as you may further request, in accordance with our Privacy Notice and applicable Swiss law.
- These Terms are personal to you, and you may not assign or transfer any of your rights or obligations under them. However, we may assign or transfer our rights and/or obligations under these Terms at our discretion.
- If any provision of these Terms is found to be illegal, invalid, or unenforceable under applicable Swiss law, the remaining provisions will continue in full force and effect.

24. Contact Us

If you have any questions about these Terms, please contact us at:

Support: support@kai.xyz
Compliance: compliance@kai.xyz
Legal: legal@kai.xyz
Website: kai.xyz
Registered Office: Coin Bridge AG, Zug, Switzerland

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