GENERAL TERMS OF USE

CRYPTO QR PAYMENTS

26 January 2026

1. BASICS

These General Terms of Use ("**General Terms**") set forth the legal framework applicable to Crypto QR Payments. The General Terms aim to present the basic rights and obligations between you as a user of Crypto QR Payments ("**User**", "**you**", "**your**") and the NAKA Entity managing and operating Crypto QR Payments ("**NAKA**", "**us**", "**our**"). The NAKA Entity managing and operating Crypto QR Payments:

NAKA Service	NAKA Entity	Contact Email
Crypto QR Payments (in Switzerland)	NAKA CH	support@naka.com
Crypto QR Payments (in El Salvador)	NAKA SLV	

These General Terms refer solely to the use of Crypto QR Payments and do not regulate any other legal relations between you and us or between you and the NAKA Partners or third parties. Provision of other NAKA Services (e.g., obtaining NAKA Card, participating in NAKA Payment Network as a Merchant, etc.) is governed by separate general terms of use for a specific NAKA Service and other legal documents relating to that particular NAKA Service.

1.1 Your Agreement to these General Terms

By using Crypto QR Payments, you confirm that you have carefully read these General Terms, and you agree to be bound by them. If you do not agree with them, we recommend you cease using Crypto QR Payments immediately. If you do not fully understand a provision of these General Terms, we recommend you consult us before starting to use Crypto QR Payments. We will be very pleased to answer all your questions and clarify any possible ambiguities. We are available at the e-mail address stated above. We recommend that you occasionally review the General Terms and the Personal Data Protection Notice NAKA Services, because these documents together form the agreement between you and us regarding the use of Crypto QR Payments.

If you are a natural person, you are only allowed to use Crypto QR Payments if you are older than 16 years. In case the legal age in your jurisdiction is more than 16 years, you hereby confirm that you have obtained the required consent from your legal guardian for using Crypto QR Payments.

By using Crypto QR Payments, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and the Blockchain-based systems, and that you have a working knowledge of the usage and intricacies of the Crypto-Assets.

1.2 Changes to the General Terms

We reserve the right to amend these General Terms at any time and upon our sole discretion. In such cases, we will use reasonable efforts to provide notice of changes, such as by publishing the notice on our webpage. Alternatively, you may track the current version of these General Terms by the date of their effect stated at the top of the General Terms. We also recommend that you save a copy of the General Terms for future reference and comparison. By continuing to use Crypto QR Payments, you confirm you accept the General Terms in their current version. It is your sole responsibility to review them from time to time to ensure you are acquainted with the applicable version of the General Terms, including any changes thereto. We recommend you check these General Terms each time before using Crypto QR Payments to ensure that you understand what terms and conditions apply when you use Crypto QR Payments.

1.3 Applicable Terms and Definitions

Terms and capitalized words not defined in the main text have the following meanings:

Term	Definition / Meaning
Acquirer	means a legal entity or sole entrepreneur that acts as an intermediary between the Merchants and NAKA Payment Network. It establishes a contractual relationship with the Merchants, provides them the NAKA Payment Technology, exchanges the Crypto-Assets for other Crypto-Assets or the Fiat, and settles the Merchants claims.
Affiliate	is a direct or indirect subsidiary, a holding company, and any other subsidiary of that holding company.
Agent(s)	means shareholders, directors, officers, Associates, contractors, partners, insurers, and attorneys of the NAKA Entities.
AML/CTF Legislation	means any anti-money laundering and counter-terrorism financing legislation applicable in a particular jurisdiction.
Associate(s)	means any persons performing work for the NAKA Entities based on an independent contractor agreement.
Blockchain	means an information repository that keeps records of transactions and that is shared across, and synchronized between, a set of Blockchain Nodes using a Consensus Mechanism.
Blockchain Node	is a device or a process that is part of a Blockchain and holds a complete or partial replica of records of all transactions on a Blockchain.
Consensus Mechanism	means rules and procedures by which an agreement is reached among the Blockchain Nodes that a transaction is validated.
Crypto-Asset(s)	means a digital representation of a value or of a right that can be transferred and stored electronically using the Blockchain or similar technology.
Crypto QR Payments	means a system for facilitating payments via QR codes with the Crypto-Assets, managed and operated within the NAKA Group.
Digital ID	is an electronic representation of personal identity, used for verification processes.

Digital Wallet(s)	is any custodial or self-custodial mobile application that enables management and payment with the Crypto-Assets via QR codes at the Merchants.
Fiat	is a government-issued currency that is not backed by a physical commodity but by the government that issued it.
Gas	is a fee required to successfully conduct a transaction on the Blockchain or execute the Smart Contract. It is paid to the Blockchain Nodes for ensuring the confirmation of the Crypto-Assets transactions. It is set by the Blockchain and fluctuates based on network traffic and transaction complexity.
ICT	means information and communication technology.
Merchant(s)	is a legal entity or a sole entrepreneur who concludes the Merchant Agreement with the Acquirer to be included in NAKA Payment Network.
Merchant Agreement	means a contract between the Merchant and the Acquirer containing their respective rights, duties, and obligations for the Merchant's participation in NAKA Payment Network.
NAKA Payment Network	means a Blockchain-based payment network compatible with EMV and PCI DSS standards, used to facilitate transactions and settlements between the Cardholders and the Merchants, who are associated with this Network, through the utilization of the Smart Contracts.
NAKA Entity(ies)	means any, several or all (as the context may require) of the following companies: 1. NAKA GLOBAL d.o.o. (NAKA GLOBAL Ltd.), incorporated under the laws of the Republic of Slovenia, with its corporate seat at Letališka c. 33F, 1000 Ljubljana, Republic of Slovenia, reg. no. 8106452000 ("**NAKA GLOBAL**"); 2. NAKA CH Sagl, incorporated under the laws of Switzerland, with its corporate seat at Crocicchio di Cortogna 6, 6900 Lugano, Switzerland, reg. no. CHE-327.549.674 ("**NAKA CH**"); 3. NAKA SLV, S.A. de C.V., incorporated under the laws of El Salvador, with its corporate seat at Calle Cuscatlan, Casa 4312, Colonia Escalon, the municipality of San Salvador, El Salvador, reg. no. 2023108736 ("**NAKA SLV**"); 4. NAKA EUROPE d.o.o. (NAKA EUROPE Ltd.), incorporated under the laws of the Republic of Slovenia, with its corporate seat at Letališka c. 33F, 1000 Ljubljana, Republic of Slovenia, reg. no. 9244557000 ("**NAKA EUROPE**").
NAKA Group	means a group of legal entities, which are subsidiaries and/or the Affiliates of the parent company, NAKA GLOBAL, either directly or indirectly, including all NAKA Entities.
NAKA Mobile App(lication)(s)	means a software program developed, owned, and operated by one or more of the NAKA Entities, designed to be downloaded and installed by a User on a device (e.g., a smartphone or tablet) running a compatible operating system (e.g., iOS or Android). This includes all versions, updates, and integrated features of the published NAKA Mobile App.
NAKA Partner(s)	means any individual or a legal entity with whom the NAKA Entities concluded a service or other type of contract, such as ICT services and cloud service providers, AML/CTF checks service providers, CRM software providers, card processing service providers, etc.
NAKA Pay App	means the NAKA Mobile Application used to access a self-custodial wallet, through which the Cardholder operates and manages the Cards, issued within NAKA Card Payment Network or in association with it (e.g., NAKA Card or NAKA+ Card). The Cards are managed through the wallet in NAKA Pay App, including the Card's Private Key. This app serves also as a means of personal identification when using Crypto QR Payments.

NAKA Payment Technology	means a software system for the provision of different Crypto-Assets related services, including payments with the Crypto-Assets by using NAKA Cards, processing of such payments, and other services.
NAKA Personnel	means individuals acting as NAKA's employees, Associates and Agents.
NAKA Service(s)	means any of the products and services offered by any of the NAKA Entities, including NAKA Pay App and issuing of the Cards.
Payer	means a natural person who makes a payment to the Merchant using the Digital Wallet for the purpose of employing Crypto QR Payments.
Passcode	means an identification number essential for accessing NAKA Pay App and ensuring the app security by restricting unauthorized access by persons not familiar with the Passcode.
Personal Data	means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more other factors.
Private Key	is a unique code that allows the Users to access and manage the Crypto-Assets in NAKA Pay App.
Sanctions List	means: (i) SDN List, Non-SND List, FSE List, SSI List, NS-PLC List, CAPTA List, NS-MBS List and NS-CMIC list, published by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (ii) Consolidated list of persons, groups and entities subject to the EU financial sanctions, published by the European Commission; (iii) the United Nations Security Council Consolidated List, (iv) Consolidated list of financial sanctions targets, published by the Office of Financial Sanctions Implementation, part of HM Treasury, (v) SECO list and (vi) any other global and national sanctions lists used by SumSub.
Seed Phrase	means a sequence of 12 random words that provide the information required to recover a lost or damaged NAKA Pay App.
Smart Contract	is a software program stored on a Blockchain, which will execute itself when a set of predetermined conditions are met and is meant to implement automated transactions in NAKA Payment Network.
SumSub	is a third-party identity verification service provider and the NAKA Partner. More information on SumSub is available on the following link: https://sumsub.com/.
Terminal(s) or Point(s) of Sale (POS)	means payment acceptance points available as (i) a part of physical point-of-sale (POS) hardware devices, (ii) a soft-POS solution, (iii) e-commerce solution or (iv) pay-by-link solution that the Merchants use to process the Payers' transactions and other transactions with other payment means (including Crypto QR Payments). The Terminal may be provided by the NAKA Entity, a NAKA Partner or a third party.
Travel Rule	refers to a global regulatory standard adopted by Recommendation 16 of the Financial Action Task Force (FATF) that requires the Crypto-Asset service providers to share certain information about originators and beneficiaries of transactions with the Crypto-Assets.
Travel Rule Obligation	means the scope of information that must be enclosed to any Crypto-Assets transaction by the service provider in line with the Travel Rule.
User(s)	means any individual user of any of the NAKA Mobile App (including NAKA Pay App).

2. PROVISION OF SERVICES

To use Crypto QR Payments, you must have:

(a) **For making payments:** a compatible Digital Wallet which is provided by third-party service providers (e.g., BitPay, MetaMask, BitGet), and
(b) **For personal verification:** NAKA Pay App which you download from the store (Google Play or Apple Store, based on the operational system used on your electronic device) and create a new wallet or add an existing one.

We do not provide any Digital Wallets within NAKA Payment Network or as a separate NAKA Service.

Other functionalities of NAKA Pay App, such as NAKA Cards or NAKA+ Cards are governed by NAKA's separate NAKA Card Terms of Use and NAKA+ Card Terms of Use.

2.1 Creating Profile with NAKA Pay App

Before you commence using NAKA Pay App for the purpose of making Crypto QR Payments, you must set a 4-digit Passcode or enable face recognition feature on your device. The Passcode serves as a fundamental security measure, granting access to NAKA Pay App and preventing unauthorized entry. Setting the Passcode in NAKA Pay App initiates the creation of a Smart Contract, enabling you to utilize the functionalities of NAKA Pay App. Following the Passcode setup, you are presented with three options for backing up the Seed Phrase: (i) a manual backup, (ii) iCloud backup, or (iii) Google Drive backup. Opting for Google Drive backup necessitates the creation of a master password. This master password is essential for decrypting the Seed Phrase stored on Google Drive, ensuring its security. Alternatively, selecting iCloud backup automatically encrypts the Seed Phrase, enhancing its security.

IMPORTANT: NAKA Pay App is a self-custodial solution, therefore we do not retain any copies of the Passcode, the Seed Phrase, or the master password. Consequently, in the event of their loss, we cannot facilitate recovery. Therefore, we recommend that you ensure you securely save the Passcode, the Seed Phrase, the master password or any other security feature you use to access NAKA Pay App.

2.2 Adding existing Profile with NAKA Pay App

You may initiate the process of adding an existing profile by selecting the method for importing the Seed Phrase. Three options are available: (i) a manual import, (ii) iCloud import, or (iii) Google Drive import. If you opt for manual import, you must enter the Seed Phrase manually into the designated fields. Alternatively, if you choose to import the Seed Phrase from iCloud or Google Drive, you will be prompted to input the master password to decrypt the Seed Phrase stored on Google Drive. Seed Phrase on iCloud will be decrypted automatically. Upon successful decryption, you are required to set a 4-digit Passcode. The Passcode serves as a fundamental security measure, granting access to NAKA Pay App and preventing unauthorized entry. By completing these steps, you will successfully import NAKA Pay App, gaining access to its functionalities.

2.3 Identification Procedure

Before you can make Crypto QR Payments, you must complete the Payer identification process. In accordance with the applicable AML/CTF Legislation, in particular the Travel Rule, we are required to verify your identity.

Identity verification is carried out by creating the Digital ID through NAKA Pay App. This process is provided by our verification partner, SumSub. Once your identity has been successfully verified, you will receive a confirmation email at your provided email address, after which you will be able to use Crypto QR Payments.

For detailed information on the Travel Rule Obligation and the manner in which the collected data is processed during the identification and verification process, please see the applicable Personal Data Protection Notice NAKA Services.

2.4 Payment Procedure

To execute a payment using your Digital Wallet, the Terminal displays two QR codes.

The first QR code prompts you to share your Digital ID. You must scan this first QR code using NAKA Pay App in order to transmit your Digital ID. For e-commerce POS solutions, the personal data required for the Digital ID is entered manually. Once this step has been successfully completed, you will be able to scan the second QR code, which contains the payment details: (i) the amount in the Crypto-Assets and (ii) the Merchant's Blockchain address.

You then scan the second QR code with your Digital Wallet to authorise the payment in the Fiat as displayed on the Terminal using the Crypto-Assets held in your Digital Wallet.

Please note that none of the NAKA Entities is the owner, custodian, or controller of the Smart Contracts used with the Digital Wallets to facilitate transactions between recipients (e.g., the Merchants) and the Payers. The NAKA Entity that provides NAKA Pay App (as stated in section 1. BASICS) does not offer to the Payers: (i) custody or management of the Crypto-Assets, (ii) exchange between the Crypto-Assets or between the Crypto-Assets and the Fiat, (iii) transfers of the Crypto-Assets, as the Smart Contracts are exclusively managed by the Digital Wallets service providers.

You are solely responsible for ensuring that your Digital Wallet holds a sufficient balance of the supported Crypto-Assets to execute a transaction. You are also the only person authorised to approve a transaction using the Digital Wallet and to initiate the transfer of the Crypto-Assets for the purpose of payment.

2.5 Other Services

Please note that not all of the services provided within NAKA Pay App are necessarily provided by the NAKA Entity, which offers NAKA Pay App and/or Crypto QR Payments. Some of the services may be provided through the NAKA Group's affiliated companies, a NAKA Partner, or other third parties (e.g., AML/CTF checks are provided by the NAKA Partners).

3. SUPPORTED CRYPTO-ASSETS AND BLOCKCHAINS

IMPORTANT: Since all the services provided through Crypto QR Payments are associated with the Crypto-Assets, it is important to get acquainted with the supported Crypto-Assets, including the Blockchains on which the Crypto-Assets are issued. The list of the currently supported Crypto-Assets and Blockchains is available here. We recommend that you review these General Terms and/or the list of the supported Crypto-Assets and Blockchains before each use of Crypto QR Payments in order to ensure you are acquainted with the current set up.

We reserve the right to occasionally change the list of the supported Crypto-Assets and/or Blockchains based on our business needs. In case of changes that require a migration of the Crypto-Assets from one Blockchain to another, we will inform you of such requirements and the associated consequences.

4. LIMITATIONS, RESTRICTIONS AND PROHIBITED USES

Under no circumstances do we have custody, possession, or control over the Crypto-Assets held in your Digital Wallet, nor over the Private Keys associated with your Digital Wallet.

You are solely responsible for keeping NAKA Pay App, as well as any Digital Wallet you use, secure and should never share the Private Key or the Seed Phrase with anyone. We are not liable for any acts or omissions made by you that compromise or could compromise NAKA Pay App and/or the Digital Wallet(s).

4.1 Prohibited Persons

By using Crypto QR Payments you represent and warrant that you are not a prohibited person and are not acting for or on behalf of any prohibited person. Deemed as prohibited persons are persons:

(a) Based in - or being a citizen of North Korea, Iran, Syria, Afghanistan, Algeria, Angola, Burkina Faso, Chad, Congo (Kinshasa and Brazzaville), Comoros, Equatorial Guinea, Eswatini, Gabon, Gibraltar, Djibouti, Guinea-Bissau, Haiti, Yemen, South Sudan, Cambodia, Cameroon, Kenya, Liberia, Mali, Myanmar, Mozambique, Niger, Nigeria, Nicaragua, Papua New Guinea, Russia, Solomon Islands, Senegal, Tanzania, Trinidad and Tobago, Turkmenistan, Uganda, Vanuatu, Vietnam, Venezuela, Panama, Madagascar, Laos, China, South Africa, Jamaica, and Barbados;
(b) Listed in any Sanctions List;
(c) Person acting in the name of, or on behalf of, a natural person or a group of persons (through a legal entity or any other form of association), where any such person is included on any Sanctions List or is based in - or being a citizen in a jurisdiction from the point a) of this subsection;
(d) A government official of a jurisdiction with a high risk for money laundering and terrorism financing or a jurisdiction from the point (a) of this subsection;
(e) Prohibited by a decision of a public authority to participate in or conduct services performed by us.

4.2 Prohibited Uses

You agree that you will not violate any laws, contracts, or intellectual property, and are solely responsible for your own actions when using Crypto QR Payments. You explicitly agree that you will not:

(a) Claim any of Crypto QR Payments' name or content for the purpose of reselling it, confusing others, and deriving others' goodwill;
(b) Use such software, protocol, code, script, or similar, that could damage, disable, overburden, or impair the functioning of Crypto QR Payments in any manner, extract data, or otherwise interfere with or modify the rendering of Crypto QR Payments or its functionality;
(c) Use Crypto QR Payments for commercial purposes inconsistent with these General Terms;
(d) Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of Crypto QR Payments, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of Crypto QR Payments,
(e) Sell or resell any of the services available in Crypto QR Payments;

(f) Use Crypto QR Payments directly or indirectly, for or in connection with money laundering, terrorist financing, or other illicit financial or criminal activity, or in any way in connection with the violation of any law or regulation that applies to you or us;
(g) Use Crypto QR Payments with the proceeds of unlawful activity;
(h) Infringe or violate our intellectual property rights or any other of our rights;
(i) Use Crypto QR Payments directly or indirectly, for, on behalf of, for the benefit of, or in connection with prohibited persons, defined above;
(j) Use Crypto QR Payments in any manner that could interfere with, disrupt, negatively affect, or inhibit other Payers from fully enjoying Crypto QR Payments;
(k) Use Crypto QR Payments to purchase controlled substances without a pharmaceutical license;
(l) Use Crypto QR Payments for unlawful:
    (i) purchase of guns, accessories, ammunition, and other weapons,
    (ii) purchase of illegal material, including but not limited to child pornography,
    (iii) gambling, betting, lotteries, sweepstakes, or games of chance,
    (iv) prostitution or escort services,
    (v) sale of counterfeit or "gray market" goods or services,
    (vi) political contributions, pawn shops, unlicensed auction sites, or
    (vii) ponzi or pyramid schemes, or other unfair or deceptive activities;
(m) use Crypto QR Payments for:
    (i) purchase of music, movies, software, or any other licensed materials without appropriate authorization,
    (ii) purchase of counterfeit goods, illegally imported or exported products,
    (iii) unauthorized purchase of brand name or designer products or services, and
    (iv) purchase of any other products or services that directly infringe or facilitate infringement upon the trademark, patent, copyright, trade secrets, proprietary or privacy rights of any third party;
(n) use Crypto QR Payments for intentionally promoting, supporting, or perpetrating violence or physical harm or hate toward any group or individual based on race, religion, disability, gender, sexual orientation, gender identity, national origin, immigration status, or any other legally protected characteristic under any law or regulation that applies to you or us;
(o) use Crypto QR Payments:
    (i) with false, manipulated, inaccurate, or misleading information regarding the Payers' identity, business entity, the nature of business, and any other information requested by us,
    (ii) to facilitate transactions on behalf of another undisclosed person or entity or for products/services that were not disclosed during your verification procedure.

4.3 Indemnification

By agreeing to these General Terms you agree to the fullest extent permitted by applicable law, to indemnify, defend, and hold us harmless, including all our respective past, present, and future NAKA Personnel, including Affiliates, Agents, and any employees, officers, directors, contractors, consultants, shareholders, service providers, subsidiaries, representatives, predecessors and successors, from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interests, fees, expenses (including, without limitation, attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, that are caused by, arise out of or are related to your (i) use or misuse of Crypto QR Payments, (ii) violation or breach of any of these General Terms or applicable law, and (iii) violation of the rights of or obligations to a third party, including another

user or third party, and (iv) negligence or willful misconduct. You agree to promptly inform us of any claims and cooperate with us in defending them.

Access and use of Crypto QR Payments may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, repair, preventing potential violations of these General Terms, or other actions that we, in our sole discretion, may elect to take.

5. RISKS AND LIMITATION OF LIABILITY

We are not an owner, custodian, or in control of the Blockchain networks used to provide Crypto QR Payments. We are not responsible for and make no guarantees regarding the Blockchain networks environment operation and functionality. We also do not control Smart Contracts that may be integral to your ability to complete transactions with Crypto QR Payments or the Digital Wallets. Since transactions conducted within NAKA Payment Network are directly linked to the Blockchain, they are irreversible, and we have no ability to reverse them on the Blockchain.

NAKA Pay App used for Crypto QR Payments is only a digital infrastructure for deploying the Smart Contracts and creating and sharing the Digital ID. Consequently, we are not an owner, custodian, or in control of the Smart Contract, which you generate via NAKA Pay App. The Smart Contract is solely owned by you. You are also the only one who possesses the Private Key used to interact with the Smart Contract.

We do not take any action, nor do we participate in any way in the payment process conducted with your Digital Wallet. We only supply the technology solution capable of generating QR codes required to implement the transaction. The Digital Wallet is activated and operated solely by you, while it is provided by a third-party service provider. As such, we have no control over, and cannot restrict or block, any actions taken by you in connection with the Smart Contracts used to execute the payment.

You understand that by providing Crypto QR Payments, we are not: (i) operating a trading platform of the Crypto-Assets, (ii) exchanging the Crypto-Assets for the Fiat or other Crypto-Assets, nor (iii) are we placing and issuing the Crypto-Assets. Since transactions with the Smart Contract connected to the Digital Wallets are performed by you exclusively, we are also not an owner nor custodian of the Smart Contract and your Digital Wallet(s). We also do not: (i) execute any order on your behalf, (ii) provide custody, administration or transfer services of your Crypto-Assets, or (iii) provide advice on your Crypto-Assets and portfolio management of your Crypto-Assets.

You are accessing and using Crypto QR Payments at your own risk. Crypto QR Payments is provided on an “as is” and “as available” basis and we make no warranty or representation and disclaim all responsibility for whether Crypto QR Payments will meet your requirements.

Prices of the Crypto-Assets are subject to volatility and fluctuations. You acknowledge that you fully understand this and that you may lose money.

The Blockchain technologies and the Crypto-Assets are subject to continuous regulatory changes and scrutiny around the world, including but not limited to the AML/CTF Legislation. You acknowledge that NAKA Pay App and/or Crypto QR Payments, including their availability, could be impacted by one or more regulatory requirements.

There are risks associated with using internet and the Blockchain based products, including, but not limited to, the risk associated with the hardware, software, and internet connections, the risk of malicious

software introduction, and the risk that third-parties may obtain unauthorized access to your Digital Wallet or NAKA Pay App. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you might experience when using the Digital Wallet, NAKA Pay App or any Blockchain.

We are not responsible or liable for any loss of your Crypto-Assets and take no responsibility for losses, damages, or claims arising from: (i) your error, incorrectly constructed transactions, or mistyped addresses, (ii) server failures or data loss, (iii) unauthorized access or use, (iv) any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute forcing or other cyber-attacks, (v) any issues with the Blockchain.

No advice or information, whether oral or obtained from us in any manner, will create any warranty or representation not expressly made herein. We accept the inherent security risks of providing information and dealing online over the internet and you will not hold us responsible for any breach of security.

6. INTELLECTUAL PROPERTY RIGHTS

Crypto QR Payments, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, URLs, and scripts), proprietary content, information, and other materials, and all content and other materials contained therein, including, without limitation, logos and all designs, texts, graphics, pictures, data, software, other files, and the selection and arrangement thereof are our property.

You agree not to take any action(s) inconsistent with such ownership interests. We reserve all rights in connection with Crypto QR Payments and its content, including, without limitation, the exclusive right to create derivative works.

Crypto QR Payments’ name, logo, trademarks, and any of our products’ or services’ names, designs, logos, and slogans are and remain our intellectual property (or we have obtained a license from its rightful owner to use such intellectual property). As such, the intellectual property may not be copied, imitated, or used, in whole or in part, without our prior written permission in each instance. In addition, the “look and feel” of Crypto QR Payments constitutes our service mark, trademark, or trade dress and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

7. APPLICABLE FEES

The use of Crypto QR Payments is free of charge. Depending on the Digital Wallet used, you may only be required to pay the applicable Gas when making a payment using the Crypto-Assets held in your Digital Wallet.

The amount of the Gas is not in any way determined by us, nor is it paid to us. The Gas payment is final and irreversible regardless of whether a successful transaction on the Blockchain occurs.

Transactions or operations in the Crypto-Assets may be considered tax events according to the legislation applicable to you and as such subject to taxation. These rules may be unclear or subject to change, and you are therefore encouraged to consult your tax or accounting adviser before engaging in the Crypto-Assets activities.

We do not provide any financial or tax advice related to the use of Crypto QR Payments.

If you, as the Payer, make an overpayment (i.e., a payment exceeding the value of the purchase) using Crypto QR Payments, we reserve the right either to charge the Gas for refunding the excess amount or not to issue a refund where the value of the difference is less than (i) USDt 5.00 or (ii) BTC 0.00012.

8. MISCELLANEOUS

These General Terms govern the access and use of Crypto QR Payments in its entirety.

The processing of Personal Data and the use of cookies are governed by NAKA's separate Personal Data Protection Notice NAKA Services.

You acknowledge that breaching any of the provisions of these General Terms may result in irreparable harm to us, in which case we reserve the right to seek monetary compensation.

Crypto QR Payments are operated: (i) in El Salvador by NAKA SLV, incorporated under the laws of El Salvador, and (ii) in Switzerland by NAKA CH, incorporated under the laws of Switzerland. Those Payers who choose to access Crypto QR Payments from locations outside El Salvador and Switzerland, do so at their own initiative and are responsible for compliance with applicable local laws.

If any of the provisions of these General Terms proves void or invalid in any other way, this does not affect the validity and enforceability of the other provisions if they can also exist without the void or invalid provision. In this case, such void or invalid provision is considered separable from the other provisions, which are modified accordingly in the case of separation.

These General Terms are governed under the laws of (i) El Salvador (for payments made in El Salvador using Crypto QR Payments) and (ii) Switzerland (for payments made in Switzerland using Crypto QR Payments), in both cases to the highest extent allowed under the mandatory conflict of laws rules. In the case of any disputes arising out of or in connection with Crypto QR Payments (including disputes in connection with the existence, validity or termination of these General Terms or any other obligation derived from or in connection with NAKA Pay App and/or Crypto QR Payments), the competent court will be determined in line with the applicable law.

For any questions or comments in connection with these General Terms, we are available at support@naka.com.

NAKA Team

Addendum 1: List of currently supported Crypto-Assets and Blockchains

NAKA Service	Crypto-Assets	Blockchain(s)
NAKA Card	USDt	Polygon
NAKA+ Card	USDt	Polygon
Crypto QR Payments	USDt	Ethereum
		Polygon
		Tron
	BTC	LN-BTC

Definitions

Term	Definition / Meaning
AVAX	means the ticker for the Avalanche Blockchain. More information on AVAX is available on the following link: https://www.avax.network/.
BTC	means the ticker for Bitcoin, which is a native asset in the Bitcoin network. More information about BTC is available at the following link: https://bitcoin.org/.
ETH	is the ticker for the Ethereum Blockchain. More information on ETH is available on the following link: https://ethereum.org/.
LN-BTC	is the ticker for the Lightning Blockchain Network. More information on LN-BTC is available on the following link: https://lightning.network/.
POL	means the ticker for the Polygon Blockchain. More information on POL is available on the following link: https://polygon.technology/.
TRX	is the ticker for the Tron Blockchain. More information on TRX is available on the following link: https://tron.network/.
USDt	is the ticker for the Tether Crypto-Asset which is backed by the United States of America dollar (USD). More information on USDt is available on the following link: https://tether.to/.

PERSONAL DATA PROTECTION NOTICE

NAKA SERVICES

26 January 2026

1. BASICS

This Personal Data Protection Notice ("**Notice**") defines how the individual companies ("**we**", "**our**" or "**NAKA**") from the NAKA Group process, protect, and manage your Personal Data when you use the NAKA Services. This Notice refers solely to the provision of the NAKA Services and processing that takes place as a part of it. It does not cover processing that takes place (i) on our Web Interfaces (covered by a separate Personal Data Protection Notice Web Interfaces), (ii), during the provision of services provided by third-party providers (unless the third-party providers act as processors on our behalf when providing services, which are part of the NAKA Services) and (iii) on websites, links, or domains owned by third parties.

Whenever you interact with one of the NAKA Services, this Notice serves as the governing framework for processing of your Personal Data during the provision of such service. If a specific NAKA Service implements a unique Personal Data handling process, we will include an additional notice to ensure full transparency.

This Notice also refers to the Personal Data processed through the use of cookies included on the NAKA Services. For specific information, please see Addendum Cookie Policy below.

1.1 Your Agreement to this Notice

By using the NAKA Service, to which this Notice refers, you expressly confirm that you accept and agree with this Notice.

1.2 Changes to the Notice

We will update this Notice when necessary. For example, we might change it if data protection laws change, if a local authority adopts a new decision, opinion, stance, or if we change how we collect, use, or store your Personal Data or when other relevant circumstances change. In such cases, we reserve the right to change the provisions of this Notice without prior notification. Each version of this Notice will have the date of its effect stated at the top of the Notice, so that you may track the currently applicable version of this Notice by checking this date. We also recommend that you save a copy of the Notice for future reference and comparison.

We recommend you check this Notice each time before using the NAKA Service or review it periodically to stay informed of our current privacy rules.

1.3 Applicable Terms and Definitions

Terms and capitalized words not defined in the main text have the following meanings:

Term	Definition / Meaning

Acquirer	means a legal entity or sole entrepreneur that acts as an intermediary between the Merchants and NAKA Payment Network. It establishes a contractual relationship with the Merchants, provides them the NAKA Payment Technology, exchanges the Crypto-Assets for other Crypto-Assets or the Fiat, and settles the Merchants claims.
Administrator	is NAKA GLOBAL, as defined below.
Affiliate	is a direct or indirect subsidiary, a holding company, and any other subsidiary of that holding company.
Agent(s)	means shareholders, directors, officers, Associates, contractors, partners, insurers, and attorneys of the NAKA Entities.
AML/CTF Legislation	means any anti-money laundering and counter-terrorism financing legislation applicable in a particular jurisdiction.
AML/CTF Measures	means any rules and procedures governed by the AML/CTF Legislation applicable in a particular jurisdiction.
Associate(s)	means any persons performing work for the NAKA Entities based on an independent contractor agreement.
Authorized Representative	is a person who is lawfully appointed or recognized to act on behalf of a legal entity in legal, financial, or administrative matters.
Beneficial Owner	is (i) any natural person who: (a) directly or indirectly holds the locally determined shareholding threshold, stock, voting rights, or other rights enabling them to participate in the management of the business entity, or (b) is directly or indirectly involved in the capital of the business entity with the locally determined threshold, or (c) has a controlling position in managing the assets of the business entity; or (ii) any natural person who indirectly provides or ensures funds for the business entity and, on this basis, has the ability to control, direct, or otherwise significantly influence the management's decisions regarding the financing and operations of the business entity.
Blockchain	means an information repository that keeps records of transactions and that is shared across, and synchronized between, a set of Blockchain Nodes using a Consensus Mechanism.
Blockchain Node	is a device or a process that is part of a Blockchain and holds a complete or partial replica of records of all transactions on a Blockchain.
Card(s)	refers to NAKA Card and NAKA+ Card.
Card Issuer(s)	is a legal entity, licensed as a credit institution, e-money issuer, postal institution, payment institution, bank, state, local government, or a legal person holding a PSI DSS certificate, that facilitates the technical issuance of new Cards. It also performs EMV security checks including PIN and CVV correctness.
Cardholder(s)	means (i) any individual to whom NAKA Card is issued and who is onboarded as the user of NAKA Pay App, and/or (as the context requires) (ii) any individual to whom NAKA+ Card is issued and who is onboarded as the user of NAKA Pay App.
Cardholder Agreement	is a contract between the Issuer and the Cardholder containing their respective rights, duties, and obligations for NAKA Card issuance.
Chainalysis	is a software tool for analyzing the Crypto-Asset transactions. For more information on Chainalysis please see: https://www.chainalysis.com/.
Consensus Mechanism	means rules and procedures by which an agreement is reached among the Blockchain Nodes that a transaction is validated.

Crypto-Asset(s)	means a digital representation of a value or of a right that can be transferred and stored electronically using the Blockchain or similar technology.
Crypto QR Payments	means a system for facilitating payments via QR codes with the Crypto-Assets, managed and operated within the NAKA Group.
Crystal	is a software tool for analyzing the Crypto-Asset transactions. For more information on Crystal please see: https://www.crystalintelligence.com/.
Customer(s)	means the Cardholder(s) and/or the Merchant(s).
Digital ID	is an electronic representation of personal identity, used for verification processes.
Digital Wallet(s)	is any custodial or self-custodial mobile application that enables management and payment with the Crypto-Assets via QR codes at the Merchants.
End-Customer(s)	is the Merchant's customer with whom the Merchant concluded a purchase contract.
Fiat	is a government-issued currency that is not backed by a physical commodity but by the government that issued it.
ICT	means information and communication technology.
INN	issuing institution number that identifies the Issuer and is assigned by the Administrator.
Issuer(s)	means a regulated legal entity that enters into a contractual relationship with the Cardholder for the issuance of the Card(s).
KYC Procedure(s)	means the know-your-customer procedure(s) implemented for the purpose of obtaining relevant customer information, as required under the applicable AML/CTF Legislation and in line with NAKA's internal acts.
Merchant(s)	is a legal entity or a sole entrepreneur who concludes the Merchant Agreement with the Acquirer to be included in NAKA Payment Network.
Merchant Agreement	means a contract between the Merchant and the Acquirer containing their respective rights, duties, and obligations for the Merchant's participation in NAKA Payment Network.
NAKA Card	means a virtual payment card, issued within NAKA Card Payment Network, which may be used to pay for goods and services using the Crypto-Assets and/or other tokenized assets, at the Merchants. Management of NAKA Cards is facilitated through NAKA Pay App.
NAKA+ Card	means a virtual self-custodial payment card, issued within NAKA Payment Network in association with the principal issuer within Visa Payment Network, which may be used to pay for goods and services using the Crypto-Assets and/or other tokenized assets. Management of NAKA+ Cards is facilitated through NAKA Pay App.
NAKA Payment Network	means a Blockchain-based payment network compatible with EMV and PCI DSS standards, used to facilitate transactions and settlements between the Cardholders and the Merchants, who are associated with this Network, through the utilization of the Smart Contracts.
NAKA Entity(ies)	means any, several or all (as the context may require) of the following companies: 1. NAKA GLOBAL d.o.o. (NAKA GLOBAL Ltd.), incorporated under the laws of the Republic of Slovenia, with its corporate seat at Letališka c. 33F, 1000 Ljubljana, Republic of Slovenia, reg. no. 8106452000 ("**NAKA GLOBAL**"); 2. NAKA CH Sagl, incorporated under the laws of Switzerland, with its corporate seat at Crocicchio di Cortogna 6, 6900 Lugano, Switzerland, reg. no. CHE-327.549.674 ("**NAKA CH**");

	3. NAKA SLV, S.A. de C.V., incorporated under the laws of El Salvador, with its corporate seat at Calle Cuscatlan, Casa 4312, Colonia Escalon, the municipality of San Salvador, El Salvador, reg. no. 2023108736 ("**NAKA SLV**"); 4. NAKA EUROPE d.o.o. (NAKA EUROPE Ltd.), incorporated under the laws of the Republic of Slovenia, with its corporate seat at Letališka c. 33F, 1000 Ljubljana, Republic of Slovenia, reg. no. 9244557000 ("**NAKA EUROPE**").
NAKA Group	means a group of legal entities, which are subsidiaries and/or the Affiliates of the parent company, NAKA GLOBAL, either directly or indirectly, including all NAKA Entities.
NAKA Mobile App(lication)(s)	means a software program developed, owned, and operated by one or more of the NAKA Entities, designed to be downloaded and installed by a User on a device (e.g., a smartphone or tablet) running a compatible operating system (e.g., iOS or Android). This includes all versions, updates, and integrated features of the published NAKA Mobile App.
NAKA Partner(s)	means any individual or a legal entity with whom the NAKA Entities concluded a service or other type of contract, such as ICT services and cloud service providers, AML/CTF checks service providers, CRM software providers, card processing service providers, etc.
NAKA Pay App	means the NAKA Mobile Application used to access a self-custodial wallet, through which the Cardholder operates and manages the Cards, issued within NAKA Card Payment Network or in association with it (e.g., NAKA Card or NAKA+ Card). The Cards are managed through the wallet in NAKA Pay App, including the Card's Private Key. This app serves also as a means of personal identification when using Crypto QR Payments.
NAKA Personnel	means individuals acting as NAKA's employees, Associates and Agents.
NAKA Primary Websites	means domains www.naka.com, www.ch.naka.com and www.sv.naka.com.
NAKA Service(s)	means any of the products and services offered by any of the NAKA Entities, including NAKA Pay App and issuing of the Cards.
NAKA Web Interface(s)	refers to any browser-based graphical user interface, through which the Users access the NAKA Websites and/or interact with the NAKA Services and or the NAKA Entities (i.e., all content, functionalities, and digital tools hosted on the domains owned or operated by the NAKA Entities, public-facing pages, informational content, and digital touchpoints accessible via a web browser, including contact forms and other email correspondence for the purpose of direct marketing).
NAKA Website(s)	means all websites, microsites and web pages owned, operated, or controlled by the NAKA Entities, regardless of the specific domain or subdomain name used to access them, including the NAKA Primary Websites.
PAN	primary account number of NAKA Card, which consists of INN (first 8 digits), account identifiers (next 10 digits) and checksum (the last digit).
Payer(s)	means (i) a natural or legal person who makes a payment to the Merchant using NAKA Card, or a Digital Wallet (for the purpose of employing Crypto QR Payments), and/or (ii) a natural person who makes a payment via NAKA+ Card.
PIN	means a personal identification number required to complete transactions with NAKA Card or NAKA+ Card (if set by the User).
Personal Data	means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more other factors.
Private Key	is a unique code that allows the Users to access and manage the Crypto-Assets in NAKA Pay App.

RAALS	is a software tool for monitoring Customers' business activities. For more information on RAALS please see:https://www.salviol.com/raals.
Regulatory Authority(ies)	refers to the local authorities in charge of monitoring provision of the NAKA Services and personal data processing activities in a particular jurisdiction in which the NAKA Entity is incorporated.
Sanctions List	means: (i) SDN List, Non-SND List, FSE List, SSI List, NS-PLC List, CAPTA List, NS-MBS List and NS-CMIC list, published by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (ii) Consolidated list of persons, groups and entities subject to the EU financial sanctions, published by the European Commission; (iii) the United Nations Security Council Consolidated List, (iv) Consolidated list of financial sanctions targets, published by the Office of Financial Sanctions Implementation, part of HM Treasury, (v) SECO list and (vi) any other global and national sanctions lists used by SumSub.
Smart Contract	is a software program stored on a Blockchain, which will execute itself when a set of predetermined conditions are met and is meant to implement automated transactions in NAKA Payment Network.
SumSub	is a third-party identity verification service provider and the NAKA Partner. More information on SumSub is available on the following link: https://sumsub.com/.
Terminal(s) or Point(s) of Sale (POS)	means payment acceptance points available as (i) a part of physical point-of-sale (POS) hardware devices, (ii) a soft-POS solution, (iii) e-commerce solution or (iv) pay-by-link solution that the Merchants use to process the Payers' transactions and other transactions with other payment means (including Crypto QR Payments). The Terminal may be provided by the NAKA Entity, a NAKA Partner or a third party.
Transaction	means a process implemented to make a payment by the User to the Merchant or another business.
Travel Rule	refers to a global regulatory standard adopted by Recommendation 16 of the Financial Action Task Force (FATF) that requires the Crypto-Asset service providers to share certain information about originators and beneficiaries of transactions with the Crypto-Assets.
Travel Rule Obligation	means the scope of information that must be enclosed to any Crypto-Assets transaction by the service provider in line with the Travel Rule.
User(s)	means any individual user of any of the NAKA Service.
Visa Payment Network	means the payment network Visa. For more information please see: https://www.visa.com/en-us.

2. WHOSE PERSONAL DATA DO WE PROCESS?

This Notice applies to all individuals accessing the NAKA Services (i.e., the Users), regardless of the individual NAKA Service they use (e.g., Cards, offering payments with Crypto-Assets to End-Customers, etc.), the type of the device through which the NAKA Service is provided, device's operational system and the region the User is located in when accessing the NAKA Service.

3. WHO ACTS AS A CONTROLLER OF YOUR PERSONAL DATA?

The controller of your Personal Data in accordance with this Notice is the NAKA Entity, operating and managing the NAKA Service that you're using.

The NAKA Entity that may act as a controller in a particular case may be:

NAKA Entity	Contact Information	
	Address	Email
NAKA CH	Crocicchio di Cortogna 6, 6900 Lugano, Switzerland	dpo@naka.com
NAKA SLV	Calle Cuscatlan, Casa 4312, Colonia Escalon, the municipality of San Salvador, El Salvador	
NAKA GLOBAL	Letališka c. 33f, 1000 Ljubljana, Slovenia	
NAKA EUROPE	Letališka c. 33f, 1000 Ljubljana, Slovenia	

If you're uncertain as to which of the NAKA Entities is the controller of your Personal Data, we recommend checking the terms of use of the NAKA Service that you're using.

If you have any questions regarding the processing of your Personal Data, please contact the NAKA Entity, acting as the controller of your Personal Data at the contact information stated in the table above.

4. IN WHAT CASES CAN WE PROCESS YOUR PERSONAL DATA?

We will only collect and use your Personal Data if we have a valid legal ground to do so, according to local data protection laws, and our own internal rules. We do not collect Personal Data in excess of what is absolutely necessary to achieve the purpose for which we are processing your Personal Data.

4.1 Legal Grounds for Personal Data Processing

The legal ground for processing your Personal Data can be one of the following:

(a) **Your Consent:** When required by law, we will always ask for your permission to process your Personal Data;
(b) **Legal Obligation:** In certain cases, the locally applicable legislation requires us to process Personal Data of our Customers (e.g., for the purpose of adhering to the local AML/CTF Legislation, for adhering to the payments, crypto and digital asset sector related regulations etc.);
(c) **Preparing for a Legal Relationship:** We will need to use some of your Personal Data to prepare necessary documents, offers, or drafts before you start using a NAKA Service;
(d) **Contract Performance:** Once we establish a legal relationship with you, we will process your Personal Data in order to successfully implement and perform the obligations from the contract we executed with you;
(e) **Our Business (Legitimate) Interests:** In certain cases, none of the above legal grounds will exist, but we may still process your Personal Data. In such cases, we've established that our need to process your Personal Data is so paramount that it overrides your interests or fundamental rights and freedoms, which require protection of Personal Data. In most cases, this includes processing of Personal Data to allow us to maintain or enhance the NAKA Web

Interfaces and/or the NAKA Services, e.g., when implementing information system security measures in line with the international standards which bound us, when identifying information technology systems and server issues/incidents.

5. HOW DO WE COLLECT YOUR PERSONAL DATA?

We may obtain your Personal Data from various sources. We will always try to obtain your Personal Data directly from you or your device when you use our Services or Web Interface (e.g., when you use the NAKA Web Interface to access our Service, subscribe to our newsletter, fill out our contact form, etc.). We may also use other information and data accessible through or provided by third party providers (e.g., our AML/CTF checks provider) or public sources (e.g., public registers, social media, etc.).

When you visit our Web Interfaces through which we offer the NAKA Services, we may also collect your Personal Data through cookies. You can find all the details on how we use cookies in the separate Addendum Cookie Policy.

6. WHAT PERSONAL DATA DO WE PROCESS AND WHY?

NAKA processes the following types of Personal Data (the purpose for which we process each type is stated in each category):

6.1 Merchants' Authorized Representatives and Beneficial Owners

Purpose of Personal Data Processing	(i) Implementing the KYC Procedure before and during implementation of the legal relationship, (ii) Implementing the AML/CTF Measures before and during implementation of the legal relationship, (iii) Performing obligations based on the concluded Merchant Agreement, (iv) Providing support and ICT services, (v) Other obligations stemming from the applicable legislation.
Categories of Data Subjects to which the Personal Data refer to	(i) The Merchants' Authorized Representatives, (ii) The Merchants' Beneficial Owners, (iii) The Merchants' contact points (e.g., employees in charge of communication with suppliers).
Personal Data Processed	**1. For each Merchant's Authorized Representative and Beneficial Owner:** (i) name and surname, (ii) birth date, (iii) birth place, (iv) citizenship, (v) residency address, (vi) e-mail, (vii) ID document (type, date of issue and expiry; issuing state and authority), (viii) personal identification number or tax number (if locally required), (ix) share, (x) face capture, (xi) status of a politically exposed person, (xii) status of a sanctioned person, (xiii) copy of an ID document, (xiv) other information from ID document (depending on the local requirements for ID documents), (xv) proof of address. **2. For the Merchant's contact person:** (i) name and surname, (ii) e-mail, (iii) telephone no.
Source of data	The Merchant, the Authorized Representative, the Beneficial Owner, public records or third party service providers
Legal Grounds for Processing	(i) Local AML/CTF Legislation (ii) Performing contractual obligations

6.2 Travel Rule Obligations

Purpose of Personal Data Processing	(i) Implementing the Travel Rule Obligation

Categories of Data Subjects to which the Personal Data refer to	The Payers with Crypto QR Payments
Personal Data Processed	(i) e-mail, (ii) name and surname, (iii) residency address (iv) birth place, (v) birth date, (vi) citizenship, (vii) ID document (no. and type, date of issue and expiry; issuing state and authority), (viii) DLT/wallet address, (ix) transaction date, (x) txhash, (xi) copy of an ID document, including all information from ID document (depending on the local requirements for ID documents).
Source of data	The Payers with Crypto QR Payments, third party service providers
Legal Grounds for Processing	Local Travel Rule Legislation

6.3 Cardholders

Purpose of Personal Data Processing	(i) Implementing the KYC Procedure before and during implementation of the legal relationship, (ii) Implementing the AML/CTF Measures before and during implementation of the legal relationship, (iii) Performing obligations based on the concluded Merchant Agreement, (iv) Providing support and ICT services, (v) Other obligations stemming from the applicable legislation.
Categories of Data Subjects to which the Personal Data refer to	The Cardholders
Personal Data Processed	(i) name and surname, (ii) birth date, (iii) birth place, (iv) citizenship, (v) residency address, (vi) e-mail, (vii) ID document (type, date of issue and expiry; issuing state and authority), (viii) tax number, (ix) face capture, (x) copy of an ID document, including all other information from ID document (depending on the local requirements for ID documents), (xi) tokenized PAN, (xii) wallet address.
Source of data	The Cardholders and third party providers
Legal Grounds for Processing	(i) Local AML/CTF Legislation (ii) Performing contractual obligations

6.4 Transactions and Customers' Activities Monitoring

Purpose of Personal Data Processing	Implementing the AML/CTF Measures and other AML/CTF obligations relating to transactions monitoring.
Categories of Data Subjects to which the Personal Data refer to	The Payers, the Cardholders, the End-Customers
Personal Data Processed	(i) e-mail, (ii) name and surname, (iii) residency address (iv) birth place, (v) birth date, (vi) citizenship, (vii) ID document (date of issue and expiry), (viii) DLT/wallet address, (ix) copy of an ID document, including all information from ID document (depending on the local requirements for ID documents), (x) tax number, (xi) face capture, (xii) tokenized PAN, (xiii) txhash, (xiv) transaction date and place.
Source of data	The Payers, the Cardholders and third party providers

Legal Grounds for Processing	Local AML/CTF Legislation

6.5 User Support Activities

Purpose of Personal Data Processing	Performing obligations based on the established legal relationship
Categories of Data Subjects to which the Personal Data refer to	The Payers, the End-Customers, the Merchant's contact person and other Users of the NAKA Services
Personal Data Processed	(i) E-mail, (ii) Name and surname (if provided, not required), (iii) Depending on the type of the NAKA Service, with which the User requires support, all other Personal Data processed by NAKA can be used for this purpose
Source of data	The Users of the NAKA Services
Legal Grounds for Processing	Established legal relationship

6.6 User Satisfaction Surveys

Purpose of Personal Data Processing	Control of customer support efficiency
Categories of Data Subjects to which the Personal Data refer to	The Users who require support with the NAKA Services
Personal Data Processed	E-mail
Source of data	The Users of the NAKA Services
Legal Grounds for Processing	Legitimate/business interest

6.7 Business analytics and statistics in the NAKA Group

Purpose of Personal Data Processing	Control and monitoring of business operations in the NAKA Group
Categories of Data Subjects to which the Personal Data refer to	The Users of the NAKA Services
Personal Data Processed	(i) Transaction details (date, place, amount and currency), (ii) User's location, (iii) Device type used to access the NAKA Service, (iv) Activities performed

Source of data	The Users of the NAKA Services
Legal Grounds for Processing	Legitimate/business interest

6.8 Management of ICT Security in the NAKA Group

Purpose of Personal Data Processing	Enabling safe and secure use of the NAKA Services
Categories of Data Subjects to which the Personal Data refer to	The Users of the NAKA Services
Personal Data Processed	(i) User's geo-location and IP, (ii) Device type used to access the NAKA Service, (iii) Activities performed
Source of data	Users and their devices
Legal Grounds for Processing	Legitimate/business interest

6.9 Handling of Complaints and Pursuit of Legal Actions against Customers

Purpose of Personal Data Processing	Pursuing/defending claims against the Users of the NAKA Services
Categories of Data Subjects to which the Personal Data refer to	The Users of the NAKA Services
Personal Data Processed	Depending on the nature and type of the claim, any Personal Data held by NAKA may be processed for this purpose
Source of data	The Users of the NAKA Services
Legal Grounds for Processing	(i) Established legal relationship and/or (ii) Legitimate/business interest

Please take into consideration that the actual scope of the Personal Data processed for individual purposes may depend on certain factors that cannot be accounted for in advance (e.g., support required by a User may entail certain information, which are not typically required, but in that particular case are indispensable for support to be successful). You may request a full list of the Personal Data processed in individual cases at any time by emailing dpo@naka.com.

7. WHO CAN USE YOUR PERSONAL DATA?

7.1 General

Apart from the trusted NAKA Personnel, whose position within the NAKA Group requires them to process your Personal Data (due to the fact that a particular NAKA Entity is operating and/or managing specific

tasks within the NAKA Group's ecosystem), we only share your Personal Data with those NAKA Partners (service providers) who process the data on our behalf and follow our strict instructions, as agreed in our contracts with them. We may also have to share your Personal Data with the authorized Regulatory Authorities.

7.2 Other Entities

We never sell or otherwise trade your Personal Data, nor do we share it with unauthorized persons. Under NAKA's internal policies, your Personal Data is treated as NAKA's business secret and is handled as such. The NAKA Personnel processes your Personal Data in accordance with their limited authorizations, contractual obligations and our internal policies. They are legally obliged to protect your Personal Data and respect your rights at all times, under the threat of applicable legal consequences for any breach.

The entities to which we may disclose or which may come in contact with your Personal Data are:

(a) **Companies within the NAKA Group**: Some of the features of the NAKA Services and/or the NAKA Web Interfaces through which we provide individual services are operated by the NAKA Entities and other NAKA Group companies, which are not acting as the controller of your Personal Data (e.g., ICT security measures are operated primarily by one company).

(b) **The NAKA Partners**: To facilitate the use of the NAKA Services, NAKA is using capacities of other service providers. This includes services like web hosting, AML/CTF software service providers (SumSub, RAALS, Crystal, Chainalysis), providers of software for managing customer relations, cloud service providers, etc. In any of these instances, NAKA concludes adequate contracts governing how and for which purposes the NAKA Partners may process your Personal Data. In addition, we may be required to share some of your Personal Data with third parties, providing services relating to payment and transaction processing. Without such services, the transactions and payments as we offer within the NAKA Services would not be possible (e.g., we share some of the transaction data like PAN with Card Issuers to ensure secure transactions).

When we provide collaborative products—like co-branded, co-badged or combined payment cards (e.g., NAKA+ Card), or integrated payment solutions—we often work with partners who provide their own specialized services alongside ours. In these instances, NAKA and the partner are jointly responsible for your Personal Data. We sync necessary information with these partners (and vice-versa) to ensure both we and our partner fulfil legal obligations (especially in the field of the AML/CTF Legislation). At the same time, we ensure your transactions are processed and your Personal Data remains secure across both our systems.

Since our business operations are dynamic, it is impossible to publish a list of every single individual or entity who might see your Personal Data in a manner that would be up to date at all times. In addition, some of the information is NAKA's business secret, which we are not allowed to disclose publicly. However, you may request a full list of the users processing your Personal Data at any time by emailing dpo@naka.com.

7.3 Relationship With Regulatory Authorities

Please take into consideration that some of the NAKA Entities are regulated crypto-asset service providers in their respective countries of incorporation, and are, thus, subject to strict regulatory requirements and AML/CTF Legislation.

While we will never disclose your Personal Data without being compelled to do so, there will be instances in which we will be required to share your Personal Data with the Regulatory Authorities (e.g., during regular reviews by the Regulatory Authorities, after the result of the implemented AML/CTF Measures indicate the need to inform the Regulatory Authorities of the findings, etc.). We will only do so if (i) we deem this as necessary to comply with the applicable legislation, (ii) if the Regulatory Authorities present a legally enforceable request applicable to the NAKA Entity, which acts as the controller and/or processor of your Personal Data and we (a) deem the request as justified or (b) are forced to comply.

When dealing with the Regulatory Authorities, we will comply with their respective requests in a way that protects your privacy rights to the broadest extent possible considering the local legislation. We will only disclose the information that is absolutely necessary to comply with the Regulatory Authorities' requests or legal requirements.

7.4 Use Of Blockchain Technology

To provide secure, transparent, and immutable payment services, NAKA utilizes public Blockchain networks (for the current list please see below). These networks serve as a distributed ledger where transaction records are processed and permanently stored. In addition, they're fully publicly accessible to anyone with an internet connection - as opposed to our internal databases, which are available only to us and our trusted agents. The use of this technology is a core component of the NAKA Services (or parts thereof). Whether Blockchain technology is used in provision of a particular NAKA Service is evident from the terms of use of the individual services.

While we as a rule never record your personally and directly identifiable information (e.g., name, surname, physical and email address etc.) on the Blockchain, certain data that is recorded on the Blockchain during the provision of the NAKA Services (e.g., wallet addresses, timestamps, and transaction amounts) may still be classified as personal data under certain legislation (e.g., GDPR), even though they are recorded as hashed and/or pseudonymized, because it could potentially be linked back to an individual via external information.

We are the controller for the data we collect from you directly, but we do not control the Blockchain itself. Because a public Blockchain is decentralized, no single entity (including us) "controls" the network. Once the information is broadcast to the Blockchain, the processing is performed by a global network of independent nodes. Thus, once a transaction is broadcast to the network, NAKA does not have the technical ability to unilaterally modify, stop, or delete that specific record.

Furthermore, due to the inherent functionality of Blockchain technology, which in principle does not allow for modification and/or deletion of data recorded on the Blockchain, any record made is permanent and immutable, not allowing any deletion/erasure/alteration. This refers also to instances when the User would choose to implement rights derived from the privacy laws, such as right to data erasure or data rectification. Despite such requests, we (including any third party) would not be able to comply with such requests. Therefore, we want you to be aware of such limitations for your rights, especially:

(a) **Right to Erasure (as defined below):** If you request the erasure of your data, NAKA will delete your identifiable information from our internal databases. This breaks the link between your identity and the on-chain information, rendering the Blockchain data effectively anonymous from our perspective. However, the record of the transaction itself will remain on the public ledger.
(b) **Right to Rectification (as defined below):** Because the Blockchain is an append-only ledger, historical records cannot be changed. If a record is inaccurate, the "correction" usually involves

broadcasting a new, updated transaction rather than altering the old one, meaning that the past entries cannot be directly altered in any case.

8. TRANSFERS OF PERSONAL DATA TO OTHER JURISDICTIONS

The Personal Data we collect and process is mainly stored and processed in the country where the specific NAKA Entity, acting as controller, is based. However, under some circumstances, we have to transfer some of the data outside of these countries for particular processing activities, e.g., when one of our service providers (acting as processors on our behalf) is located in a different jurisdiction.

Whenever we transfer your Personal Data to another jurisdiction, we will ensure that it is protected and transferred in a manner which complies with the local legal requirements for Personal Data protection. For instance, when we transfer your Personal Data from the EU to a third country (or from the third country to the EU and then back), we always ensure that (i) the country to which we transfer your Personal Data was approved by the European Commission, or (ii) the recipient of your Personal Data signed a contract based on “Model Contractual Clauses” approved by the European Commission, obliging them to protect your Personal Data.

9. HOW WILL YOUR PERSONAL DATA BE PROTECTED?

When we process your Personal Data, we use all the necessary organizational, technical and other suitable procedures and measures to protect it and prevent unauthorized data destruction, modification, loss or any unauthorized processing.

The NAKA Group’s parent company (NAKA GLOBAL) holds several ISO certifications, including *ISO 27001: Information Security Management System* and *ISO 22301: Business Continuity Management Systems.* The same high standards from these international certifications and NAKA GLOBAL’s internal rules are applied across all other NAKA Entities. This ensures that the same robust level of personal data protection and security is used throughout the entire NAKA Group.

Specifically, these measures include:

(a) Defining internal data protection rules, which oblige all NAKA Personnel;
(b) Providing regular training to all NAKA Personnel on how to process Personal Data safely and in compliance with internal rules;
(c) Implementing other standard measures (like a clean desk policy, regular password changes, and using 2-step verification wherever possible);
(d) Implementing internal controls for all processing activities;
(e) Regularly monitoring our IT and other assets;
(f) Conducting regular internal and external reviews.

We also implement other measures, such as:

(a) Minimalizing the Personal Data we collect;
(b) Using pseudonymization (hiding direct identifiers) where possible;
(c) Ensuring transparency;
(d) Continuously upgrading our safety measures.

The NAKA Group regularly invests in various safety features for both our physical premises (like regular checks for alarms) and our IT systems (like state-of-the-art monitoring software), to ensure we maintain a strong and wide scope of security measures.

IMPORTANT: Notwithstanding the above, the Users must consider at all times that they are solely responsible for keeping their Private Keys, passwords for accessing the NAKA Services, PIN numbers and other unique identifiers, etc., safe and secure. Such identifiers must not be shared with anyone. It should be noted that in case the User forgets or loses any of such identifiers (especially the Private Key), NAKA does not have means nor is able to assist the User in obtaining another identifier.

10. HOW LONG DO WE KEEP YOUR PERSONAL DATA?

The period of keeping your Personal Data depends on the basis and individual purpose of personal data processing (i.e., why and for what purpose we collected your Personal Data). We only keep your Personal Data for as long as this is (i) legally required (e.g., due to the AML/CTF Legislation), (ii) necessary to achieve the purpose for which the Personal Data has been collected or processed and/or (iii) necessary to initiate/implement/finalize any legal proceedings in relation to you, in the scope needed to implement the legal proceedings (e.g., for evidence or defense purposes in case of a possibility of legal claims).

Once the original purpose is achieved or any legal proceedings are finished, we will only keep the data that we are legally obliged to keep (if any). The rest of the Personal Data will be erased (to the extent this is technically possible) or blocked and/or anonymized for use, unless otherwise is legally required for certain types of data (e.g., where a permanent record is legally required).

As a general rule, most of the Personal Data is kept for a period of five years from when it is collected, with several exceptions:

(a) **If you revoke consent:** The processing of Personal Data based on your consent will cease after you revoke your consent and there is no other legally recognized reason for us to continue to process it (e.g., an ongoing legal claim or proceedings and your Personal Data is necessary to defend/pursue such claim).
(b) **The AML/CTF Legislation:** Personal Data relating to AML/CTF legislation is as a rule processed for a period of 10 years after the last transaction/termination of the legal relationship.
(c) **Legal proceedings:** Any data needed to finalize a legal proceeding will be kept until the proceedings are concluded with a final effect, even if the general five-year deadline has already passed.

Any Personal Data we process for direct marketing (like sending you offers and newsletters) is kept until you withdraw your consent or, in any case, for a maximum period of five years from the date we obtained your consent. After that time, we will ask for your permission again if we still want to send you marketing communications.

11. EXERCISING YOUR RIGHTS

You can always request to exercise the following rights relating to your Personal Data:

(a) **Right to Withdraw the Consent:** If we're relying on your consent as the legal ground for processing your Personal Data, you may withdraw your consent at any time. However, please take into account that the withdrawal of your consent does not affect the lawfulness of the processing that took place based on your consent for the period prior to the withdrawal.
(b) **Right to File a Complaint with a Supervisory Authority:** You have a right to always file a complaint with the Regulatory Authority monitoring the data protection requirements in the jurisdiction of the controller's incorporation. While you are not legally required to, we would

appreciate it if you would inform us before filing any claim, as we may be able to resolve the matter to mutual satisfaction on our own. In addition, we would appreciate it if you would inform us of the lodged claim so we can properly review and respond to the matter.

Information about the Regulatory Authority in charge or individual controllers within the NAKA Group:

NAKA Entity	Regulatory Authority
NAKA CH	Federal Data Protection and Information Commissioner (FDPIC) Feldeggweg 1 Switzerland - 3003 Berne T: 058 462 43 95 W: www.edoeb.admin.ch www.edoeb.admin.ch/de/kontakt
NAKA SLV	Agencia de Ciberseguridad del Estado T: (503) 7530-6114 E: contacto@ace.gob.sv W: www.agenciadeciberseguridad.gob.sv
NAKA GLOBAL **NAKA EUROPE**	Informacijski pooblaščenec (Information Commissioner) Dunajska cesta 22 1000 Ljubljana, Slovenia T: +386 1 230 97 30 E: gp.ip@ip-rs.si W: www.ip-rs.si

(c) **Right to Access:** You can always contact us to confirm if we are processing any of your Personal Data, and if so, to provide you a copy of the Personal Data undergoing processing. You may also request information on: (i) the purpose for processing and the source of Personal Data, if you haven't provided them to us, (ii) the categories of Personal Data we process, (iii) the users/recipients or categories of users/recipient to whom the Personal Data have been or will be shared, in particular users/recipients in third countries or international organisations, (iv) the planned duration of storage, or, if not possible, the criteria used to determine that period, (v) your rights in relation to the processing (especially the rights from this section), (vi) the right to file a complaint with a supervisory authority, (vii) the existence of automated decision-making, including profiling and (vii) whether the Personal Data are transferred outside of the controller's jurisdiction and what safeguards will be employed during the transfer.

(d) **Right to Correction or Rectification:** You may also request that we - without undue delay - rectify any of your Personal Data that is inaccurate and/or incomplete.

(e) **Right to Erasure:** You have a right to request that we erase your Personal Data without undue delay, in particular if your Personal Data are no longer necessary to achieve the purposes for we were processing them, if you have withdrawn your consent and there is no other legal ground for the processing or if we've been processing your Personal Data unlawfully. You may request us to erase your Personal Data also if we have no overriding legitimate grounds for the processing, or you object to the processing for the purposes of direct marketing. We will erase your Personal Data also if we have to comply with a legal obligation to which we're subject. In general, we do not transact with individuals, who are considered children, but if this nevertheless happens, we will fully adhere to any requests to erase the data of children for which no other legal ground for the processing exists.

(f) **Right to Restriction of Processing:** In certain cases, you may also request that we restrict processing of your Personal Data. This may happen when: (i) you are challenging the accuracy of your Personal Data; (ii) the processing is unlawful, but you do not wish us to erase your Personal Data, just not to process them; (iii) we no longer need your Personal Data for the purposes of processing, but you need them for the establishment, exercise or defence of legal claims; (iv) you have objected to processing and we're still verifying if our legitimate interests override yours.

(g) **Right to Object:** In particular situations you may object to processing of your Personal Data if the legal grounds for the processing stem from our legitimate interests (including profiling). To continue to process your Personal Data, we will have to demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or that we need them for initiation, exercise or defence of legal claims. You may also object to processing of your Personal Data for direct marketing purposes, such as sending offers and newsletters (including profiling to the extent that it is related to such direct marketing).

(h) **Right to Data Portability:** Under certain circumstances, you also have a right to data portability, as defined under the applicable legislation. The enforcement of this right depends on the technical capacities and internal policies of individual controllers. For further information about this right and whether it applies to your situation, you may contact us at dpo@naka.com.

We will try to fulfill your requests within one month of receiving them. If the request is complex, we might need up to an additional two months, but we will let you know within the first month.

If your request affects how you use the NAKA Web Interface or the NAKA Services, we will let you know.

Please note that you are responsible for making sure the personal information you give us is accurate and up-to-date, unless our internal policies state otherwise.

If there is a data breach that affects your Personal Data, we will notify you as required by the law.

12. AUTOMATED DECISION-MAKING ACTIVITIES

Provision of some of the NAKA Services requires from us to implement an in-depth KYC Procedure of our customers (in particular, relating to the Cardholders, Merchant's Authorized Representatives and Beneficial Owners) for the purpose of compliance with the local AML/CTF Legislation. To do so, we employ certain software solutions, which process Cardholders' personal data with automated means, resulting in a report based on the Cardholder's personal data. Nevertheless, we always ensure that the obtained decision is verified by one of our employees.

While you may opt to exercise your right not to be subject to the automated decision-making activities, we are not obliged to adhere to such request under certain conditions (e.g., the automated decision-making activity is necessary for entering into, or performance of, a contract between you and us; the use of such process is authorised by the law, applicable to the controller, provided it lays down suitable measures to safeguard your rights and freedoms and legitimate interests; or your provided an explicit consent to use such means).

13. DO YOU NEED TO KNOW ANYTHING ELSE?

We recommend you also read the general terms of use for the NAKA Service you are using, as those terms, along with this Notice, form a binding agreement between you and NAKA.

If you have any questions or want to clarify anything in this Notice or about how we process your Personal Data, please contact us at dpo@naka.com or use the other contact details listed above or in the general terms.

NAKA Team

Addendum 1: Cookie Policy

1. BASICS

This Cookie Policy ("**Cookie Policy**") is in addition to the Personal Data Protection Notice NAKA Services and together with it represents a comprehensive framework for Personal Data processing in the NAKA Group. Any capitalized terms not defined in this Cookies Policy, have the same meaning as defined in that Notice.

The Cookie Policy refers specifically to processing of information and Personal Data obtained through cookies and other similar technologies used on the NAKA Services. While not all information we obtain through cookies can be categorized as the Personal Data when observed individually and in isolation, in connection with other data we collect, they may be categorized as the Personal Data under certain legislations (e.g., GDPR).

2. WHO IS THE CONTROLLER OF PERSONAL DATA OBTAINED THROUGH COOKIES?

The controller of your Personal Data obtained through cookies in line with this Cookie Policy is the NAKA Entity, which operates the specific NAKA Services. For further details please see the Notice, section 2. "WHO ACTS AS A CONTROLLER OF YOUR PERSONAL DATA?" above.

3. WHAT ARE COOKIES AND WHAT IS THEIR PURPOSE?

Cookies are small text files that are downloaded to your device when you visit a website or other web interface (e.g., a mobile app). Usually they contain the name of the server from which the cookie was sent, the cookie's expiration time and a randomly generated unique number, which serves as a cookie value.

A cookie itself does not contain or collect information. However, when a server reads the cookie together with your web browser, it helps the website provide a better, more user-friendly service, e.g., to remember your username and password for your next visit. Cookies are not harmful for the device and are always set to expire after a certain amount of time.

The main purpose of cookies is to make the website work better and to improve your experience while viewing it. Cookies make the interaction between you and a website faster and easier, saving you time and making your visit more efficient.

In general, there are two types of cookies: (i) **essential** and (ii) **non-essential** cookies:

(a) **Essential cookies** are required for a basic web service (e.g., just browsing a website) to function properly. You cannot opt out of these, as the website won't work without them.
(b) **Non-essential cookies** are not necessary for the provision of a particular web service (e.g., browsing a website), but merely serve to enhance your user experience or help the website operator gain insight into the functionalities of the service it offers through the website. You can choose not to allow these to be saved on your device.

Cookies can also be categorized as (i) **internal** ("first party"): set and used directly by us, or (ii) **external** ("third party"): set and used by third parties, such as service providers like Google Inc.

4. WHICH COOKIES DO WE USE?

NAKA uses both essential and non-essential cookies. Non-essential cookies include: (i) marketing cookies, (ii) analytics cookies and (iii) preference cookies.

We use cookies to determine how you navigate the NAKA Websites, what content you are interested in, and how long your visits last. This information allows us to tailor the content of the NAKA Websites to better suit your needs.

The data collected through cookies is used exclusively for statistical purposes and for collecting demographic data and visitor interests (but in a way that cannot reveal your identity), identifying server problems and for editing the NAKA Website.

Some cookies we use are **temporary** (also known as session cookies), meaning they are deleted when you close your browser. Other cookies are saved on your device for a certain time even after you have left our Website (the **persistent** cookies). We use temporary cookies to measure the number of visitors and check our content's effectiveness. Persistent cookies allow us to save your contact information for subsequent visits so our Website content adjusts to your device. We also use saved cookies originating from other sites like Google, Facebook, X, etc.

4.1 ESSENTIAL COOKIES

Essential cookies are necessary to enable the basic NAKA Website functionality and are always active.

Essential Cookies	Uses	Type	Expiration
fs-cc	A technical cookie is used for the site to function properly.	Internal	180 days
Alert	Cookie is used to store user preferences related to the site's alerts and notifications, providing a more personalized browsing experience.	Internal	Single session
_ga_	Used to persist session state (in relation to the _ga).	External	Per session

4.2 NON-ESSENTIAL COOKIES

Privacy is important to us, so you have the choice to disable all or some of the non-essential cookies—those that are not strictly necessary for the basic functioning of the NAKA Website you're visiting.

You can choose not to allow any of the below non-essential cookie categories to be stored on your device (you can make this choice in the cookie banner by clicking the "Cookies preferences" button). Please remember that if you opt out, some features that depend on these cookies (or the information they convey) may not work.

Please also note that once external cookies are downloaded to your device, we are not able to control them. To delete them, you need to manage your browser settings yourself.

Analytics cookies help NAKA understand how its website performs, how visitors interact with the site, and whether there may be technical issues.

Analytics Cookies	Uses	Type	Expiration
_ga	Registers a unique ID that is used to generate statistical data on how the visitor uses the website – to distinguish the users.	External	Per session
_ga_	Used to persist session state (in relation to the _ga).	External	Per session
_hjSession	Used to determine the behaviour during a single browsing session to help website owners analyse interactions (e.g., navigation patterns, form abandonment).	External	Per session
_hjSessionUser	The cookie is set when the customer first lands on a page with the Hotjar script. It is used to persist the Hotjar User ID, unique to that site on the browser. This ensures that behaviour in subsequent visits to the same site will be attributed to the same user ID.	External	365 days
fs-cc	A technical cookie is used for the site to function properly.	Internal	180 days
fs-cc-updates	A technical cookie is used for the site to function properly.	Internal	180 days

Marketing cookies are used to show you ads that are more relevant to you and your interests. They may also be used to limit how many times you see an ad and measure how effective advertising campaigns are.

Marketing Cookies	Uses	Type	Expiration
_gcl_au	Google Ads, Google AdSense Cookie is used to store and track conversions. Used for conversion tracking (measuring the effectiveness of ads). It helps advertisers attribute conversions (e.g. purchases, sign-ups) to specific clicks on an ad. Part of Google's Conversion Linker system, which provides accurate conversion data. Does not store personal data - just a random unique attribution ID.	External	90 days
fs-cc	A technical cookie is used for the site to function properly.	Internal	180 days
fs-cc-updates	A technical cookie is used for the site to function properly.	Internal	180 days

Preference cookies allow the website to remember choices you make (such as your user name, language, or the region you are in) and provide enhanced, more personal features. For example, a website may provide you with local weather reports or traffic news by storing data about your current location.

Preference Cookies	Uses	Type	Expiration
fs-cc	A technical cookie is used for the site to function properly.	Internal	180 days
fs-cc-updates	A technical cookie is used for the site to function properly.	Internal	180 days

5. GOOGLE ANALYTICS

We also use the Google Analytics web service by Google Inc. (“**Google**”). Google Analytics is a web analysis service providing information on your behaviour on our Website, which helps us to create a better user experience for you. Data related to your use of our Website (e.g., your IP address, browser type, language settings, operating system, etc.) collected by Google will be transferred to Google’s server in the United States of America, where this data will be stored and analysed. The relevant data in anonymized form will then be sent to us. Google guarantees adequate data protection standards because it complies with the "Model Contractual Clauses" approved by the European Commission, which legally require them to protect your personal information.

You may withdraw your consent to the use of web analysis at any time by downloading Google Analytics Opt-out Browser Add-on. You can find more information about the service in the Google Analytics terms and conditions, its security and privacy principles, and Google's general privacy policy.

6. CONTACT

If you have any questions or comments in connection with the cookies, you can reach us at dpo@naka.com.

Addendum 2: List of currently supported Crypto-Assets and Blockchains

NAKA Service	Crypto-Assets	Blockchain(s)
NAKA Card	USDt	Polygon
NAKA+ Card	USDt	Polygon
Crypto QR Payments	USDt	Ethereum
		Polygon
		Tron
	BTC	LN-BTC

Definitions

Term	Definition / Meaning
AVAX	means the ticker for the Avalanche Blockchain. More information on AVAX is available on the following link: https://www.avax.network/.
BTC	means the ticker for Bitcoin, which is a native asset in the Bitcoin network. More information about BTC is available at the following link: https://bitcoin.org/.
ETH	is the ticker for the Ethereum Blockchain. More information on ETH is available on the following link: https://ethereum.org/.
LN-BTC	is the ticker for the Lightning Blockchain Network. More information on LN-BTC is available on the following link: https://lightning.network/.
POL	means the ticker for the Polygon Blockchain. More information on POL is available on the following link: https://polygon.technology/.
TRX	is the ticker for the Tron Blockchain. More information on TRX is available on the following link: https://tron.network/.
USDt	is the ticker for the Tether Crypto-Asset which is backed by the United States of America dollar (USD). More information on USDt is available on the following link: https://tether.to/.