Terms and Conditions of use of the Payment Processing Service

These Terms and Conditions constitute a contract between the users of the Bybit platform, operated in the Republic of Argentina by Luzpay S.A. (hereinafter, the 'Platform'), and such users (hereinafter, the 'User', the 'Users' or the 'User Person'), and SG FINANCIAL TECHNOLOGY S.A. (SG), Tax ID No. 30-71671897-9, in relation to the use of the payment processing service through a payment account.

REGISTRATION. Any User wishing to use the Services must register and accept these Terms and Conditions of Use. To do so, they must complete the registration form in all their fields with valid data and accurate and truthful personal information ("Personal Data").

The User assumes the commitment to update the Personal Data as necessary. SG is not responsible for the certainty of the Personal Data provided by its Users. The User Persons guarantees and respond, in any case, for the veracity, accuracy, integrity, validity and authenticity of the Personal Data entered. All the information and Personal Data entered by the User are subject to a sworn declaration.

SG reserves the right to request receipts and/or additional information in order to corroborate the information provided by a User Person regarding Personal Data, as well as to temporarily or definitively suspend those Users Persons whose data could not be confirmed.

Likewise, the User consents that the intermediary (any third party SG customer that provides a platform to the User) shares with SG the personal data that SG requires to comply with Communication A 7328, FIU Resolution 200/2024 and the other data that will later be issued by the BCRA or the Financial Information Unit that are applicable to it. The User expressly agrees that SG and entities affiliated with SG will file monthly, semi-annual, and annual reports in compliance with applicable regulations.

It is expressly stated that the User authorizes SG and entities associated and/or linked to SG to share all the information and documentation contained in his file related to his identification and the origin and legality of the funds, with other obligated parties included in Article 20 of Law No. 25,246 or those that modify, complement or replace it.

SG reserves the right to refuse a registration request or to cancel or suspend, temporarily or definitively, an Account (as defined below), in case of detecting inconsistencies or inconsistencies in the information provided by a User or in case of detecting suspicious activities, without such decision generating for the User Person rights of compensation or compensation.

USER ACCOUNT: When registering, the User will request the opening of an account on the platform, for which SG will generate a Uniform Virtual Key (CVU) linked to the User's Account. The User Person will access his/her Account by entering his/her e-mail address (user) and password or personal key chosen. The User Person is obliged to maintain their confidentiality. By virtue of this, the User shall be solely and exclusively responsible for all transactions carried out in his Account.

- Use of the service on own account. The Account is personal, unique, sole and non-transferable, and its sale, assignment or transfer is prohibited. The User may not allow or authorize the use of his Account by third parties. The services are only allowed to be used in his own name and not on behalf of third parties.

- Object. Through his Account the User will have the possibility to receive and make immediate payments crediting funds in other CVUs or CBUs. The platform will allow the User to dispose of these funds through the request for processing payments to be made.

- SG is outside the obligation that gave rise to the Request for Processing Payment. SG will not be responsible nor will it verify the causes, amount or any other circumstance related to such Request, as well as the ability to contract of the Users and the veracity of the personal data entered by them. The User Person shall be solely and exclusively responsible for all transactions carried out in his Account. The User undertakes to notify SG immediately and by suitable and reliable means of any unauthorized use of his Account, as well as of entry or attempts by unauthorized third parties to enter it. SG will not be liable for the improper use of the login key. The User is liable for any losses incurred if fraudulent, duplicated, unauthorized or merely erroneous instructions were given, as well as for any damages that may be caused to SG.

The User Person shall be liable for the payment of any fine, fee, penalty, damage, cost, or claim, that is applied to SG as a result of chargebacks related to transactions made by the User.

- Provision of Payment Processing Service to Platforms of other Entities. SG states that in those cases of Accounts opened through platforms (Virtual Wallet Applications) corresponding to other entities, to which SG provides the Payment Processing service, these entities will issue to SG the Request for the processing of a payment on account and order of the User. By virtue of this, the User accepts that SG is third party and does not know the grounds that gave rise to such request and that SG will not be responsible nor will it verify the causes, amounts and/or any other transaction associated with the payment processing requests it receives from the entities developing the Platforms.

- Funds: Credits. Transfers. Withdrawals. When funds are credited to the User’s Account, they will be digitally represented in their favor, visible in their account within the Bybit Platform, reflecting the transferred amount and having no nature of a financial asset, deposit, investment instrument, or digital token. An automatic transfer will be executed to the bank account held by the Platform (company CBU) at Coinag Bank, in order to enable the digital operations connected to the User’s Bybit account.

The funds transferred to the company CBU cease to be owned by the User, who from that moment becomes the exclusive holder of their digital balance within Bybit, expressly accepting and authorizing such immediate transfer in local currency and the corresponding digital representation of their balance. The legal relationship arising from the digital balance exists exclusively between the User and the Bybit Platform, through Luzpay S.A., acting as the local provider of operational and settlement services, without this implying financial intermediation and/or a financial service.

Through their Account, the User may receive and make payments, credit funds, and dispose of them through the payment processing requests they submit, as well as view the digital representation of their digital balance for operational purposes. These actions shall be carried out as swiftly as possible, without prejudice to potential delays arising from operational issues, force majeure, or matters related to the local payments' ecosystem. The User may only receive credits through the tools enabled on the Platform or through transactions originating from their digital balance. The User accepts and authorizes the receipt of funds sent by other users to their Account, as well as the debit of applicable charges. SG and its associated service providers do not act as financial institutions, custodians of assets, or intermediaries in foreign exchange or investment transactions. Funds held by SG or Luzpay S.A. are administered solely on behalf of and for the account of the User, and do not generate interest, returns, or any protection against exchange-rate fluctuations. SG may introduce amendments to this clause in order to comply with new regulatory provisions issued by the competent authorities.

Withdrawals shall be made by transfer to the bank or virtual account duly indicated by the User, in whole or in part, who is responsible for the applicable tax charges or commissions. Any withdrawal must be made through the CVU created by SG in the name of the User, or any other account determined by the Platform to complete the transaction. The transfer will be ordered as quickly as possible, using the most efficient channels available in the retail payment system. Any expenses incurred will be borne by the User. In the event of delays or impossibility of transfer due to requirements, requests for information or documentation from the recipient bank, the transfer will not be considered undue transaction and will not be attributable to SG or the Platform, and the latter undertake to notify the transaction through the digital media available. The digital representation of the balance on the Platform is not a negotiable asset, crypto asset, or authorized means of payment under the regulations of the Central Bank of Argentina, the National Securities Commission, or any other local agency, and its use is limited exclusively to internal accounting purposes within the Platform.

This clause shall take effect immediately upon publication hereof. Any incident related to this operation must be reported by the User to the Bybit Platform through the channels provided for this purpose.

- User Statements. Prohibited Uses. Unavailability of funds. The User states that in using the Platform you will not infringe any applicable law, nor will you use it for a service, sale or transmission that is prohibited by law or these General Terms and

Conditions and/or any type of activity that may be considered fraudulent or illegal or suspected of being so. The User Person shall not use SG services to transmit material that constitutes a crime or that may directly or indirectly give rise to civil liability or that violates these General Terms and Conditions. If SG finds that there is suspicion or indication of the use of the platform for any activity prohibited by law or these General Terms and Conditions, it may refuse, cancel or suspend any payment processing, and/or temporarily block access to and use of an Account and/or the use or availability of features and/or permanently cancel an Account. In such case, the User shall be liable for damages that may have caused to SG, its officials, employees, directors, agents, and/or employees, for the purposes of which SG reserves the right to initiate any judicial or extrajudicial actions it deems relevant. The User Person shall be exclusively and unlimitedly liable for damages that his conduct may cause to SG or to the other SG services.

Likewise, it is absolutely forbidden to carry out any operation that may be considered cash or loan transactions, as well as the entry of funds without a specific destination. SG will consider, without limitation, cash contributions to any transaction in which it detects that a User adds Funds to his Account through the use of credit cards and withdraws such Funds; it is also included in this activity when a User submits a Payment Processing Request in favor of another User, who subsequently makes a new Payment Processing Request in their favor, who finally requests the withdrawal of such funds.

For security reasons, funds placed in the Account and/or in the process of being credited (regardless of the means of payment by which the transaction was made) may remain indeterminately unavailable when, at SG's sole discretion, there are strong suspicions of illegality, fraud, excessive numbers of fraudulent transactions or transactions and/or excessive requests for refunds and/or chargebacks, or any other act contrary to these Terms and Conditions and/or suspicions of violation of legals for which SG must answer.

- **SG is not a financial institution.** It is expressly clarified that SG is not a financial institution nor does it provide the User Person with any banking or exchange services. SG only provides a service for the management of payments by account and order of Users according to the conditions established in the Terms and Conditions of the Payment Processing Service.

- Limitation of liability for funds: According to current regulations of the Central Bank of Argentina, SG is registered in the ‘Register of Payment Service Providers Offering Payment Accounts’ under number 33.586, and as such is limited to offering payment services and is not authorized by the BCRA to operate as a financial institution under the terms of Law No. 21,526. Funds deposited in SG Virtual Accounts do not constitute deposits in a financial institution and do not have any of the guarantees that such deposits may enjoy in accordance with the applicable rules regarding deposits in financial institutions. SG shall hold the funds of the Virtual Account in bank accounts of banks within the argentine financial system of its choice.

- Interest. Funds credited to the Virtual Account do not accrue interest, and the User may freely dispose of them to carry out the operations described herein, once such funds are available in their account and subject to the timeframes, mechanisms, and rules established by SG.

The User provides their consent to link ("enroll") the payment account(s) that will be used on the Bybit Platform, which operates through the AGILPAGOS digital wallet (S.G. FINANCIAL TECHNOLOGY S.A.).

The User acknowledges that the digital wallet is provided by AGILPAGOS (S.G. FINANCIAL TECHNOLOGY S.A.).

The User further declares and acknowledges that all enrolled payment accounts are owned by them and are provided by S.G. FINANCIAL TECHNOLOGY S.A.

Any payment or debit instruction issued by the User through the AGILPAGOS digital wallet (S.G. FINANCIAL TECHNOLOGY S.A.) will be executed as long as the consent or authorization granted by the User remains in effect.

- QR Payments: The User may make payments for products and/or services offered by merchants (the "Merchants") that accept QR-based payment processing. To make a payment, the User must select the QR payment option, upon which the application will activate the mobile device's camera, and the User must scan the QR code provided by the Merchant in order to identify the purchase. The QR code must always be scanned before the checkout process is completed. Once the QR code has been scanned, if the purchase amount is not provided by the system, the User must enter the amount to be paid; in cases where the amount is informed by the Acquirer's system, the User must confirm the amount displayed on the Platform. The User's balance must be equal to or greater than the transaction amount; otherwise, the payment will be declined. After completing the steps above, the application will send a purchase notification to the Merchant. Once the payment is approved by the Acquirer's system, the application will display the payment with the status "Approved." If, after initiating a QR payment, the transaction cannot be completed due to a system error, it will remain in "Pending" status until the application fully finalizes the transaction. After processing is complete, the transaction will be shown as either "Confirmed" or "Reversed," as applicable. Once the User scans the QR Code, the transaction will proceed and may only be cancelled within the Merchant's system, not through the application. The User must inform the Merchant of their intention to cancel the payment through the Platform in order to choose another payment method. The Merchant may request a refund or reversal of the transaction. SG does not intervene in the consumer relationship between Merchants and Buyers. The Merchant is the sole and exclusive party responsible for complying with the obligations related to the products and/or services it offers and must strictly adhere to applicable legal regulations in the event of any claim. Any claims from Buyers (Users) regarding products or services purchased must be made directly to the Merchant.

CONFIDENTIALITY. SG shall not sell, rent, or trade Users' personal information with third-party companies. Such data will be used solely for the provision of the Payment Processing Service. However, SG may share this information with value-added service providers that are integrated within the site or through links to other Internet websites, in order to address User needs related to the services provided by SG or as set forth under the section “PREVENTION OF FRAUDULENT ACTIVITIES AND/OR SCAMS.” The User acknowledges and agrees that SG may access the contact list stored on the User’s mobile device, and SG may use such information exclusively for the purpose of locating telephone numbers or email addresses of other Users or potential Users. The User further represents that they are duly authorized to share such information with SG. With respect to potential Users, SG shall not store names, addresses, ID numbers, national identity document details, or any other information that would allow the identification of a person. SG shall limit the information collected to phone numbers and email addresses, and must maintain the confidentiality and security of such data. SG shall not be liable for damages arising from breaches of such measures by third parties who use public networks or the Internet to access this information, nor in cases where there has been fault or negligence on the part of the User.

- PERSONAL DATA. The User declares to be aware of the agreement entered into between the Entity with which they are affiliated/associated and SG, by virtue of which the User has requested access to the Platform. Consequently, the User provides their express consent for such Entity to disclose to SG the User’s personal data and any information held in its records, and expressly authorizes both the Entity and SG to exchange the data and information necessary to enable the disposition of funds through this Platform, upon acceptance of these Terms and Conditions of Use. With respect to the identifying data collected and recorded by SG and by the Entity, and in accordance with Argentine Personal Data Protection Law No. 25,326 and, in particular, Article 6 thereof, the User provides express consent for such data to be used for the assessment of products and/or services that may be offered in the future, as well as for the processing of the corresponding transactions. *Pursuant to Disposition 10/2008 of the National Directorate of Personal Data Protection (DNPDP): “The owner of personal data has the right to access such data free of charge at intervals of no less than six months, unless a legitimate interest is demonstrated, pursuant to Article 14, subsection 3 of Law No. 25,326.” “The NATIONAL DIRECTORATE OF PERSONAL DATA PROTECTION, as the supervisory authority of Law No. 25,326, is empowered to receive complaints and claims regarding non-compliance with personal data protection regulations.” For reference, Article 14 of Law 25.326 (Right of Access) provides: “1. The data subject, upon proof of identity, has the right to request and obtain information regarding their personal data included in public or private databases intended to provide reports. 2. The controller or user must provide the requested information within ten (10) calendar days from being duly notified. Failure to respond within the established timeframe, or if the response is deemed insufficient, shall entitle the data subject to bring the action for personal data protection or habeas data set forth in this Law. 3. The right of access referred to in this article may only be exercised free of charge at intervals of no less than six months, unless a legitimate interest is demonstrated. 4. In the case of data of deceased persons, the right of access shall be exercised by their universal successors.”* SG shall use its best efforts to maintain the confidentiality and security referred to in this section; however, SG shall not be liable for damages arising from breaches committed by third parties who use public networks or the Internet to access such information, nor in cases where there has been fault or negligence on the part of the User.

VERIFICATION OF PERSONAL DATA WITH RENAPER – INFORMED CONSENT: By means of this document, the User, in their capacity as the holder of their personal data, grants consent for SG to verify their personal data against the database of RENAPER (National Registry of Persons). This consent for the processing of personal data includes all data contained in the National Identity Document (including biometric data such as fingerprint and facial recognition), for the purpose of cross-checking such information with the data provided through the RENAPER web service. In accordance with the foregoing, it is hereby stated that the data subject may exercise their rights of access, rectification, and deletion of their personal data at any time and upon simple request before RENAPER. Furthermore, pursuant to AAIP Resolution No. 14/2018, it is hereby noted that the AGENCY FOR ACCESS TO PUBLIC INFORMATION (Agencia de Acceso a la Información Pública), in its capacity as the supervisory authority of Law No. 25,326, is empowered to receive complaints and claims filed by individuals whose rights may have been affected due to non-compliance with current personal data protection regulations.

PREVENTION OF FRAUDULENT AND/OR SCAM-RELATED ACTIVITIES: SG and Luzpay shall not be liable for any improper or unauthorized use of the platform and may take any of the actions described in the section "User Representations. Prohibited Uses. Unavailability of Funds" if SG detects indications of fraudulent activity and/or any allegedly illegal or malicious activity by Users, including the temporary or permanent blocking of funds and/or the closure of the account. Additionally, SG and Luzpay are o may become a parties to cooperation agreements with other financial institutions and/or payment service providers under which the parties agree to provide mutual assistance and to make their best efforts to take timely and effective measures to detect and prevent fraud, safeguarding their own economic interests as well as those of their clients. Consequently, SG and Luzpay may share information relating to the User and the User's transactions with this entity to other financial institutions and/or Payment Service Providers in response to requests received in connection with reports or claims involving alleged fraud, scams, or any activity that may indicate a violation of applicable regulations and/or these terms and conditions, and the User hereby gives their express consent to such information sharing. It is expressly stated that any information shared in accordance with this section shall not be used for any purpose other than the one expressly authorized herein.

COMMUNICATION CHANNELS: For the purpose of submitting inquiries, claims and/or reports, as well as notifying cybersecurity incidents and/or suspicious situations, the User shall have access to various communication channels, which will be available 24 hours a day. The User may: Access the form available on our website under the "Inquiries and Claims" section (https://sgfintech-dev.atlassian.net/servicedesk/customer/portal/7); Send an email to: consultasyreclamos@sgfintech.com.ar; Contact via WhatsApp at: +54 341 373 5609. Enquiries, complaints and reports regarding the use of the Bybit Platform can be submitted via the following link: https://www.bybit.com/es-AR/help-center/homepage.

LIMITATION OF LIABILITY FOR THE SERVICE: SG does not guarantee continuous or uninterrupted access to or use of its platform. The system may become unavailable due to technical difficulties, Internet failures affecting links or tools, or any other circumstance beyond SG's control. SG shall not be liable for any damages resulting from such difficulties, nor for any other type of damages, including indirect, special, or consequential damages suffered by Users, even if such failures affect amounts to be paid or credited.

INTELLECTUAL PROPERTY: All intellectual and industrial property rights over SG's website and system, codes, developments, software, hardware, domain, logos, designs, information, and any other related elements are the exclusive property of SG. Under no circumstances shall the User be deemed to acquire any right over such assets.

AMENDMENTS TO THE TERMS AND CONDITIONS: SG may amend these Terms and Conditions of Use at any time. SG shall notify Users of such changes by publishing an updated version of the Terms on the website, specifying the date of the latest modification. All amended terms shall take effect sixty (60) days after publication, except for modifications to contact information or email addresses, which shall take effect immediately.

Within ten (10) days following publication of the amendments, the User must notify SG at consultasyreclamos@sgfintech.com.ar if they do not accept the changes; in such case, the contractual relationship shall be terminated. After this period, it shall be deemed that the User accepts the new terms, and the contract shall remain binding.
The amended Terms and Conditions shall apply to any Payment Processing Request entered into after notification of the changes.

ASSIGNMENT: The User may not assign, transfer, delegate, or otherwise dispose of the rights or obligations arising from this Agreement, whether in whole or in part. SG may assign, transfer, delegate, or otherwise dispose of the rights or obligations arising from this Agreement, whether in whole or in part, by notifying the User through a notice posted on the website, and the User hereby grants prior consent for such actions.

TERMINATION: SG or the User may terminate this Agreement at any time without cause, which will result in the closure of the Account, but will not suspend the execution of Payment Processing Requests already authorized by the User at the time of termination. In order to exercise this right, the terminating party must not have outstanding obligations toward the other party or any third party involved in the operations. Either party may immediately terminate the provision of Services, without notice, in the event the other party breaches this Agreement or the applicable legislation, reserving the right to seek compensation for any damages resulting from such breach. The User expressly acknowledges that the validity of the CVU is linked to the validity of the agreement between Luzpay and SG. If such agreement is terminated or expires for any reason, the CVUs created under it shall be closed in accordance with the provisions set forth above.

DOCUMENTATION: The User expressly opts to receive all documentation and information related to this Agreement in electronic form. The User may make copies, including physical copies, of the documentation and information provided by SG. The User irrevocably authorizes SG and/or any party designated by SG to record the User's transactions related to the services provided, and to use such recordings as evidence. For these purposes, the User and SG agree to grant evidentiary value to the records generated from the approvals or instructions given by the User, to the extent permitted by applicable law.

NOTICES: All notices sent to Users shall be valid when delivered to the primary email address registered by them (electronic domicile), through the mobile application, and/or to the User's Account.

ADDRESSES: SG establishes its address at Mitre 588, Rosario, Province of Santa Fe, Argentina and and the registered address of Luzpay is Montevideo 711 Floor 4, Office 7, City of Buenos Aires. The address constituted by Users for the purpose of the Payment Processing Request is the address registered with SG.

JURISDICTION AND APPLICABLE LAW This Agreement shall be governed in all respects by the laws of Argentina. Any dispute arising from or relating to this Agreement, including its existence, validity, interpretation, scope, or performance, shall be submitted to the provincial courts of Rosario, Province of Santa Fe.