



UCBI GROUP TECHNOLOGIES LTD

General Terms and Conditions of Use

UCBI Technology Platform

FRAMEWORK FOR USE OF THE PLATFORM

These Terms govern access to the UCBI technological environment. They set out permitted uses of the Platform, Users' responsibilities, digital asset risks, third-party integrations and the limits of UCBI's role.

EFFECTIVE DATE

16 August 2026

VERSION

CGU-EN-2026-R1

TECHNOLOGICAL ACCESS · DIGITAL ASSET ECOSYSTEM · THIRD-PARTY INTEGRATIONS

01 About these Terms

These Terms govern access to and use of the Platform. The Platform is operated by UCBI Group Technologies Ltd, a private company limited by shares incorporated in England and Wales under company number 16774681, whose registered office is at 20 Wenlock Road, London, England, N1 7GU (the "Company" or "UCBI").

Companies House lists the Company as active and records stated share capital of EUR 13,000,000 on incorporation. This stated capital is filed corporate information and does not mean that any amount is available to support the Platform, a token, a User or a transaction.

By accessing or using the Platform, creating an account or expressly accepting these Terms, you agree to be bound by them. If you do not accept them, you must not use the Platform. If you act on behalf of a company or another person, you confirm that you are authorised to bind that person.

ESSENTIAL POSITIONING The Platform is a technological environment. Unless expressly provided in a separate written agreement, UCBI does not provide Users with banking, brokerage, portfolio management, custody, investment advisory or transaction execution services.

02 Definitions

Company / UCBI / we	UCBI Group Technologies Ltd, company no. 16774681.
Platform	The websites, interfaces, software and technological tools made available by UCBI under these Terms.
Services	The technological features and access tools made available through the Platform, as described from time to time.
User / you	Any natural or legal person who accesses or uses the Platform.
UCBI Token	The digital token intended for utility functions within the UCBI technological ecosystem, when made available.
Digital Assets	Cryptoassets, tokens or other blockchain-based records or rights.
Third-Party Service	A service operated by an independent provider, including a wallet, exchange, custodian, staking provider or blockchain network.
Terms	These General Terms and Conditions of Use, as amended in accordance with Article 18.

03 Eligibility and access

You may use the Platform only if you are at least 18 years old, have the legal capacity to accept these Terms and are not subject to any prohibition under the laws applicable to you.

You are responsible for determining whether access to the Platform, a feature or a Digital Asset is lawful in your jurisdiction. UCBI may restrict or refuse access according to territory, User category, product or feature to manage legal, regulatory, sanctions, security or operational risk.

UCBI may require account registration, identity verification, eligibility checks, acceptance of additional terms or completion of a suitability or appropriateness assessment before enabling a feature. Passing a check does not constitute approval or advice.

04 Nature and scope of the Platform

The Platform may provide technical information, interfaces, dashboards, blockchain connectivity, access tools and links or integrations enabling Users to interact with compatible technologies and independent providers.

Features may be added, modified, suspended or removed. The presence of a feature in an interface does not mean that it is lawful or suitable for every User or jurisdiction.

NO FINANCIAL ADVICE OR PUBLIC OFFERING

Platform content is provided for general information and technological access purposes. It does not constitute investment, legal, tax or financial advice, a personalised recommendation, a public offering or an invitation to engage in a regulated activity. Any separate subscription, token distribution or investment transaction is governed by its own documents and compliance requirements.

NO CUSTODY OR EXECUTION BY DEFAULT

Unless expressly provided in a separate written agreement and subject to this being legally permitted, UCBI does not hold Users' private keys, take custody of their Digital Assets, execute their transactions, validate transactions on their behalf or guarantee their settlement. Blockchain transactions are generally irreversible once submitted.

05 UCBI Token and Digital Assets

The UCBI Token is intended to enable utility functions within the UCBI technological ecosystem when those functions are available. Holding a token does not, by itself, confer ownership of UCBI shares, any entitlement to UCBI's assets or revenues, a guaranteed right to distributions, or any promise of repayment, liquidity, listing, price appreciation or returns.

The legal and regulatory classification of a token may depend on its characteristics, how it is offered or used, and the jurisdiction concerned. UCBI does not guarantee that a token has the same classification in every jurisdiction. Its availability may therefore be limited, delayed or withdrawn following legal or regulatory review.

NO GUARANTEED VALUE OR LIQUIDITY Digital Assets may lose some or all of their value. No communication, technical feature, roadmap or third-party listing constitutes a guarantee of price, liquidity, access, functionality or future performance.

06 Third-Party Services and networks

The Platform may display, link to or integrate Third-Party Services. A Third-Party Service is controlled by its own provider and may be subject to separate terms, fees, privacy practices, eligibility rules and regulatory status.

UCBI does not control independent blockchains, wallets, exchanges, custodians, staking providers, payment providers, smart contracts or data sources. A reference or technical integration does not constitute sponsorship, endorsement, a mandate, a partnership or any guarantee of availability, security, accuracy or performance.

You must carry out your own checks before using a Third-Party Service. Disputes concerning a Third-Party Service should normally be directed to its provider, without limiting any liability that UCBI cannot lawfully exclude.

07 Permitted use and prohibited conduct

Subject to these Terms, UCBI grants you a limited, personal, non-exclusive, non-transferable and revocable right to access and use the Platform in accordance with its lawful purpose.

You must not:

use the Platform for fraud, money laundering, terrorist financing, sanctions evasion, market abuse or any other unlawful activity;

provide false information about your identity, authority, location, source of funds or beneficial owners;

compromise security, search for or exploit vulnerabilities, circumvent access controls, introduce malicious code or overload the Platform;

copy, scrape, reverse engineer, decompile, frame, resell or commercially exploit the Platform, except where the law does not permit this restriction;

use automated systems beyond documented interfaces or in a manner that substantially disrupts the Platform;

infringe intellectual property, privacy or other rights, or upload unlawful, misleading or harmful content; or

assist another person in engaging in prohibited activity.

UCBI may investigate suspected misuse and retain or disclose relevant information where reasonably necessary to protect the Platform, Users or third parties, or to comply with the law.

08 Accounts, wallets and security

You are responsible for the accuracy of your account information and for protecting your credentials, devices, wallets, recovery phrases and private keys. You must apply appropriate security measures and promptly notify UCBI if you suspect unauthorised access or compromise.

You are responsible for activities carried out through your account, except where they result from UCBI's breach of an obligation that cannot lawfully be excluded. UCBI will never ask you to disclose a private key or recovery phrase. You must independently verify addresses, networks, token contracts and transaction details before approving any blockchain action.

09 Digital Asset and technology risks

The use of blockchain technology and Digital Assets involves significant and sometimes irreversible risks, including:

extreme price volatility, illiquidity and total loss of value;

smart contract defects, protocol changes, forks, validator failures and network congestion;

loss, theft or compromise of credentials, private keys, wallets or devices;

cyberattacks, phishing, malware, social engineering and unauthorised transactions;

incorrect addresses, incompatible networks and failed or irreversible transactions;

third-party insolvency, outages, suspensions, delistings or withdrawal restrictions;

changes in the law, tax treatment, regulatory classification or access restrictions;

inaccurate, delayed or unavailable market, blockchain or third-party data.

You must not use a feature or commit value that you cannot afford to lose. You are responsible for obtaining independent legal, tax and financial advice where appropriate.

10 Compliance, KYC and sanctions

You must comply with applicable laws on anti-money laundering, terrorist financing, bribery, taxation, export controls and sanctions. You must not use the Platform, directly or indirectly, for the benefit of a sanctioned person, a prohibited jurisdiction or an unlawful activity.

UCBI may request information relating to identity, beneficial ownership, source of funds or wealth, wallets or transactions. UCBI may delay, refuse, freeze where legally permitted, restrict or discontinue access where reasonably necessary to carry out checks, respond to a risk indicator, comply with the law or an authority, or protect the Platform.

UCBI is not required to perform or reverse an action where doing so would contravene the law, sanctions, a court order, an instruction from an authority or a legitimate compliance control.

11 Intellectual property

The Platform, software, interfaces, databases, documentation, branding, trade marks and content belong to UCBI or its licensors and are protected by intellectual property laws. Except for the limited right of use granted in Article 7, no right, title or licence is transferred to you.

If you provide feedback, you authorise UCBI to use it without restriction or compensation, provided that UCBI does not publicly identify you without your permission. Third-party names and trade marks remain the property of their respective owners.

12 Availability, changes and suspension

UCBI endeavours to operate the Platform responsibly but does not guarantee uninterrupted, permanent or error-free availability. Maintenance, security incidents, network conditions, provider failures, legal requirements or circumstances beyond its reasonable control may affect access.

UCBI may modify, suspend or discontinue a feature where reasonably necessary for security, compliance, maintenance, product development or business reasons. Where reasonably practicable, UCBI will notify Users of a material change that significantly affects them.

UCBI may suspend or close an account in the event of a breach of these Terms, legal or regulatory risk, a sanctions issue, fraud, a security threat, non-payment under separate terms, prolonged inactivity or discontinuation of a service. Urgent action may be taken without prior notice where delay would create a significant risk.

13 Disclaimer of warranties

To the fullest extent permitted by law, the Platform is provided on an "as available" basis. UCBI does not warrant that the Platform will meet every User's needs, that third-party information or data will always be complete or up to date, or that every defect, attack or interruption can be prevented.

Nothing in these Terms limits any statutory warranty, right or remedy that cannot lawfully be excluded, including rights available to a consumer.

14 Limitation of liability

LIABILITY NOT EXCLUDED Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

BUSINESS USERS

If you use the Platform wholly or mainly for business purposes, UCBI shall not be liable for loss of profits, revenue, business, opportunity, anticipated savings, goodwill or data, or for indirect or consequential loss. Subject to the preceding paragraph, UCBI's aggregate liability arising out of the Platform and these Terms shall not exceed the greater of GBP 100 and the fees you have paid directly to UCBI for the relevant Services during the twelve months preceding the event giving rise to liability.

CONSUMERS

If you are a consumer, UCBI is responsible for loss or damage that is a foreseeable consequence of UCBI's breach of these Terms or its failure to exercise reasonable care and skill. UCBI is not responsible for unforeseeable losses, business losses or losses caused by your breach, a Third-Party Service, a blockchain network or an event beyond UCBI's reasonable control, unless applicable law provides otherwise.

The limitations in this Article apply only to the extent permitted by law and must be interpreted accordingly.

15 Indemnity for misuse by business users

If you are a business User, you will indemnify UCBI against third-party claims, losses and reasonable costs arising directly from your unlawful use of the Platform, your material breach of these Terms or your infringement of another person's rights, except to the extent that they result from UCBI's own breach, negligence or wilful misconduct.

This Article does not impose any indemnity obligation on a consumer beyond what is permitted by applicable law.

16 Privacy, cookies and communications

UCBI processes personal data in accordance with applicable data protection legislation and its separate Privacy Policy. That policy must specify the purposes and legal bases of processing, categories of data, recipients, international transfers, retention, security measures, individuals' rights and complaint procedures.

Where the Platform uses non-essential cookies or similar technologies, UCBI will seek consent where required and provide information through a cookie notice or settings tool.

You agree that operational, security, legal and account-related communications may be sent electronically. Marketing communications will be managed in accordance with applicable consent and unsubscribe requirements.

17 Termination and consequences

You may stop using the Platform at any time and request closure of your account through the available support channel, subject to legal retention, compliance, dispute management and security requirements.

Upon termination, your right to use the Platform ends. Provisions concerning intellectual property, accrued payment obligations, allocation of risk, liability, indemnity, privacy, governing law and any provision intended by its nature to survive will remain in force.

Termination of access to the Platform does not reverse a completed blockchain transaction or terminate a separate agreement with a Third-Party Service.

18 Changes to these Terms

UCBI may amend these Terms to reflect changes in law, regulation, security, technology, Platform features or its business. The updated version will state its effective date. Where a change materially affects Users, UCBI will give reasonable advance notice where possible.

Continued use after the effective date constitutes acceptance of the updated Terms. If you do not accept a material change, you must stop using the affected Services. Changes will not retrospectively remove rights already accrued.

19 Governing law and disputes

These Terms and any non-contractual obligation arising out of or in connection with them are governed by the laws of England and Wales.

Before commencing proceedings, a Party must notify the other of the dispute and allow a reasonable opportunity to seek a resolution in good faith. This does not prevent either Party from seeking urgent or interim relief.

If you are a business User, the courts of England and Wales have exclusive jurisdiction. If you are a consumer, you may have a mandatory right to bring proceedings in the courts of the part of the United Kingdom or other jurisdiction in which you reside; nothing in these Terms removes those rights.

20 General provisions

ENTIRE AGREEMENT

These Terms, together with any policy or additional terms expressly incorporated into them, constitute the agreement governing use of the Platform. A separate agreement relating to a transaction or product prevails for its specific subject matter if it expressly so provides.

SEVERABILITY AND WAIVER

If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary or, if that is not possible, removed without affecting the other provisions. A delay in exercising a right does not constitute a waiver of that right.

ASSIGNMENT AND THIRD-PARTY RIGHTS

You may not assign these Terms without UCBI's written consent. UCBI may assign them as part of a reorganisation, financing, business transfer or to an affiliated company, provided that this does not unlawfully reduce a consumer's rights. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms.

FORCE MAJEURE

UCBI is not liable for any delay or failure caused by an event beyond its reasonable control, including a network outage, cyber incident, infrastructure or provider failure, government action, natural event, industrial dispute or change in the law, subject to any liability that cannot lawfully be excluded.

21 Contact

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