

May Payment SP. Z O.O. PUBLIC OFFER

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Drafted by:	Internal legal and compliance team, strictly confidential and this information can be provided by the official request by the third party (Regulator, External Provider and/or Client)	Approved by Board on:	01.01.2026
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PUBLIC OFFER (Version 2.0 – Effective as of 1st day of January 2026)

SECTION I. GENERAL PROVISIONS

I.I. Legal Nature of the Offer

This Public Offer (“Offer”) constitutes a legally binding proposal issued by May Payment Sp. z o.o., a company registered in Poland under KRS number 0001142802, registered office: Cybernetyki str., 19B, 02-677 Mokotów (mazowieckie), Republic of Poland (“Company” or “May Payment”), acting as a Virtual Asset Service Provider (VASP) under the Polish AML Act and Regulation (EU) 2023/1114 on Markets in Crypto-Assets (“MiCA”).

This Offer is addressed to any natural or legal person (“Client”) wishing to receive services provided by the Company. Acceptance of this Offer, including registration or use of services, constitutes full and unconditional agreement to be legally bound by its terms.

Legal basis:

1. Regulation (EU) 2023/1114 (MiCA), Recital 22, Article 3(15) – definition of crypto-asset service providers:

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32023R1114>;

2. Polish AML Act (Ustawa z dnia 1 marca 2018 r. o przeciwdziałaniu praniu pieniędzy oraz finansowaniu terroryzmu) – classification of VASP:

<https://isap.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20180000723>;

I.II. Public Availability

This Offer is published on the official website of the Company and is available to all potential Clients on a continuous basis. No individual signature is required; acceptance occurs through conclusive actions, including registration on the platform, activation of a user account on the company’s website, or execution of crypto-to-fiat and fiat-to-crypto and/or crypto-to-crypto transactions.

Legal basis:

1. Civil Code of Poland, Art. 384 §1 – terms provided in a public manner bind the counterparty upon acceptance.
2. MiCA Article 59 – requirement to disclose terms of service to clients prior to onboarding.

I.III. Regulatory Status Disclaimer

May Payment does not operate as a bank or credit institution and does not provide deposit-taking, lending, or traditional payment account services as defined under Directive 2013/36/EU or Directive (EU) 2015/2366 (PSD2). All crypto-to-fiat and fiat-to-crypto exchange operations are provided through licensed Payment Service Providers (PSPs) as well as Crypto Exchange partners in accordance with MiCA Article 76 and Regulation (EU) 2015/847 (Funds Transfer Regulation).

Legal basis:

1. MiCA Art. 76 – safeguarding and segregation of client assets;
2. Funds Transfer Regulation (Regulation (EU) 2015/847) – transparency and travel rule:

<https://eur-lex.europa.eu/eli/reg/2015/847/oj>;

I.IV. Acceptance of the Offer

By accepting this Offer, the Client confirms that:

1. They have read and understood all provisions;
2. They acknowledge the risks associated with crypto-assets and non-bank payment models;
3. They agree to comply with AML/KYC requirements, including due diligence and source of funds verification.

Acceptance occurs when the Client:

- (a) Registers an account, registered on the Company’s website;
- (b) Clicks “I Accept” or similar confirmation;
- (c) Initiates the use of services.

Legal basis:

1. MiCA Art. 60 – obligation to disclose risks and obtain explicit consent;
2. GDPR Art. 7 – requirement for explicit consent in electronic contracts;

SECTION II. DEFINITIONS

For the purposes of this Public Offer, the following terms shall have the meanings set out below. Legal interpretations follow Regulation (EU) 2023/1114 (MiCA), Regulation (EU) 2015/847, PSD2, Polish AML Act, and Banking Law of Poland, where applicable.

II.I. “Client”

A natural or legal person who accepts this Offer and uses the services provided by the Company.

Legal basis: MiCA, Art. 3(1)(5).

II.II. “Virtual Asset Service Provider (VASP)”

May Payment acts as a provider of crypto-asset services in accordance with MiCA Art. 3(15) and the Polish AML Act Art. 2(1)(12).

II.III. “Crypto-Asset Services”

Services as defined under MiCA Art. 3(1)(16), including:

1. Receiving, transmitting, or executing orders in crypto-assets;
2. Administration of crypto-assets on behalf of clients;
3. Exchange of crypto-assets for fiat or other crypto;
4. Transfer and/or exchange of crypto-assets.

II.IV. “AML/CFT Obligations”

Rules on:

1. Customer Due Diligence (CDD);
2. Know Your Customer (KYC / KYB);
3. Ongoing monitoring of crypto-to-fiat and fiat-to-crypto transactions as well as crypto-to-crypto exchange transactions;
4. Sanctions screening;
5. Reporting of suspicious activities;

As defined in:

1. Polish AML Act (Art. 34–46);
2. MiCA Art. 59–72;
3. EU AML Directive (Directive (EU) 2018/843).

II.V. “Beneficial Owner”

A natural person who ultimately owns or controls the Client, as defined by Polish AML Act Art. 2(2)(1) and Directive (EU) 2015/849 Art. 3(6).

II.VI. “Eligible Transactions”

Transactions permitted by law as well as crypto-to-fiat and fiat-to-crypto exchange operations.

Transactions involving sanctioned persons, illicit activities, gambling, dark markets, or terrorism financing are explicitly prohibited.

Prohibited activities are listed in Annex 2.

II.VII. “Custody”

Safekeeping of crypto-assets or private keys only where expressly agreed.

May Payment does not provide deposit-taking services under Directive 2013/36/EU and is not a credit institution.

II.VIII. “MiCA”

Regulation (EU) 2023/1114 of the European Parliament and of the Council on Markets in Crypto-Assets, establishing a harmonized legal framework.

II.IX. “GDPR”

General Data Protection Regulation (EU 2016/679), applicable to processing of personal data within the EU.

SECTION III – SCOPE OF SERVICES

III.I. Agency-Based Service Model

May Payment shall act as the crypto exchange operator and as a Virtual Asset Service Provider (hereinafter referred to as “VASP”).

This model is compliant with:

- 1) MiCA Articles 3(15), 76, 77 – client crypto asset segregation requirements;
- 2) Polish AML Act Art. 2(1)(12) – VASP agent status.

III.II. Crypto-Asset Exchange Related Services

Where enabled, the Company may provide:

- 1) Fiat-to-crypto and crypto-to-fiat conversion services through licensed PSPs and crypto-asset service providers;
- 2) Receiving and transmitting orders in crypto-assets, in accordance with MiCA Art. 3(16);
- 3) Wallet-linking and blockchain settlement.

Legal Basis:

- MiCA Title V (Arts. 59–76) – Execution, safekeeping, and asset protection.

III.III. Nature of Funds and Ownership

- 1) All accounts on the Company’s website are opened in the name of Client, only the Client shall have the beneficial ownership over its allocated Client’s account, registered on the Company’s website;
- 2) The Company does not engage in lending, interest payment, or deposit-taking activities (MiCA Art. 130 prohibition clause).

III.IV. Permitted Transaction Types

Client transactions must comply with:

- 1) EU & UN sanctions regulations;
- 2) AML/CFT restrictions;
- 3) Company's Partner's Crypto-exchange/PSP/EMI/Bank rules and applicable laws.

Transactions involving high-risk or prohibited activities (listed in Annex 2) are strictly disallowed.

III.V. Client Confirmation

By accepting this Offer, the Client authorizes May Payment to:

- 1) Initiate crypto-to-fiat and/or fiat-to-crypto exchange operation with the settlement in SEPA/SWIFT on the Client's own account in a Bank and/or EMI/PSP.
- 2) Execute crypto-related operations through licensed counterparties.

III.VI. Description of crypto-to-fiat and fiat-to-crypto exchange operations

Rail	Currency	Speed	Legal Basis
SEPA SCT	EUR	T+1 settlement	Reg. 260/2012
SEPA Instant	EUR	up to 10 sec	EPC SCT Inst Rulebook
SWIFT MT103	Multi-currency	T+1/T+2	SWIFT CSP, PSD2
Internal ledger transfers	Multi	Instant	MiCA Art. 76

SECTION IV – CLIENT ONBOARDING, AML/KYC & OBLIGATIONS

IV.I. Mandatory Identification and Verification (KYC/KYB)

Before accessing any services, the Client must successfully complete onboarding in accordance with:

- 1) Regulation (EU) 2023/1114 (MiCA), Articles 59–62;
- 2) Directive (EU) 2015/849 (AMLD5) and Directive (EU) 2018/1673 (AMLD6);
- 3) Polish AML Act of 1 March 2018, Articles 33–37;
- 4) Regulation (EU) 2015/847 (Travel Rule);

The Client shall provide:

- (a) Full legal name, registration details, UBO structure;
- (b) Proof of identity and address;
- (c) Source of funds and source of wealth documentation;
- (d) Tax identification numbers and FATCA/CRS declarations.

IV.II. Ongoing Monitoring

4.2.1 May Payment conducts continuous monitoring of transactions using automated tools and manual review in accordance with:

- 1) MiCA Art. 72 (record keeping);
- 2) AML Act Art. 43–46 (transaction monitoring);

4.2.2 Any unusual, high-risk, or suspicious activity will be subject to enhanced due diligence (EDD) procedures, and may be reported to financial intelligence authorities (GIIF – Generalny Inspektor Informacji Finansowej).

IV.III. Travel Rule Compliance

All transfers of funds for the purposes of crypto-to-fiat and fiat-to-crypto exchange operation or crypto-assets exchange to the other crypto assets and or any other crypto-related services of May Payment as VASP provider must contain originator and beneficiary information in accordance with:

- 1) Regulation (EU) 2015/847 (Travel Rule);
- 2) MiCA Art. 76;

Failure of the Client to provide such data shall result in rejection of the transaction.

IV.IV. Sanctions Screening & PEP Checks

4.4.1 The Client will be screened against:

- 1) EU Consolidated Sanctions List;
- 2) OFAC SDN List;
- 3) UN Security Council Sanctions List;
- 4) National PEP registries and global databases (ComplyAdvantage, SumSub).

4.4.2 If the Client is identified as a Sanctioned Person or High-Risk PEP, May Payment reserves the right to immediately suspend services (MiCA Title VI, Art. 91–97).

IV.V. Client's Obligations

The Client shall:

- (a) Provide accurate and updated documentation;
- (b) Immediately inform the Company of any change in ownership, directors, or business activity;
- (c) Use services only for lawful purposes;
- (d) Not engage in any prohibited activity listed in Annex 2 (including gambling without license, unlicensed FX brokerage, narcotics, arms trafficking, ransomware, sanctioned jurisdictions);
- (e) Fully comply with EU, Polish, and international AML/CFT requirements.

IV.VI. Beneficial Ownership and Account on the Company's website Acknowledgment

4.6.1 The Client acknowledges that:

- 1) Client's account(s), registered within Company's website are in the legal name of the relevant Client and the Client can not transfer it's account, register on the Company's website to anyone else;
- 2) The Client retains beneficial ownership over its allocated crypto assets during crypto-to-fiat and fiat-to-crypto transactions through May Payment ecosystem;
- 3) All crypto assets are ring-fenced and protected in accordance with MiCA Art. 75–76.

IV.VII. Record Keeping and Data Protection

May Payment keeps all records for 5 years as required by:

- 1) MiCA Art. 72;
- 2) GDPR (Regulation (EU) 2016/679), Art. 5(1)(e);
- 3) Polish AML Act Art. 49.

The Client expressly consents to the processing and storage of personal and transactional data for regulatory purposes.

V. Fees and Payments

The Client hereby shall agree on all applicable fees and tariffs related to crypto-to-fiat and fiat-to-crypto transactions, made through May Payment ecosystem (in accordance with MiCA Regulation (EU) 2023/1114 – Articles 59, 60, 62; PSD2 Directive (EU) 2015/2366; Polish Civil Code Art. 384 §1);

V.I. General Fee Principles

5.1.1. All services provided by the Company are subject to fees, commissions, charges, and applicable taxes, which are determined transparently and fairly in accordance with Article 62 of MiCA.

5.1.2. Fees are applied based on the type of crypto transaction, crypto asset class, regulatory obligations, Crypto Exchange/PSP/bank charges, and risk level associated with the Client's profile.

V.II. Fee Structure

5.2.1. Fees may include (but are not limited to):

- 1) account opening on the website;
- 2) Incoming and outgoing SEPA/SWIFT payments for the purpose of crypto-to-fiat and fiat-to-crypto exchange operation(s) on the Client's banking account;
- 3) Crypto-to-fiat and fiat-to-crypto settlement and/or exchange charges;
- 4) Compliance review and enhanced due diligence fees;
- 5) Blockchain network fees;
- 6) Inactivity or administrative charges.

5.2.2. No hidden fees shall apply. All fees must be disclosed to the Client prior to activation of services.

V.III. Method of Payment

5.3.1. Fees shall be debited directly from the Client's account on the Company's website balance or invoiced via a separate billing process.

5.3.2. By using the Services, the Client authorizes the Company to deduct applicable charges in accordance with this Offer and the Website Account Opening Notification.

V.IV. Tariff Disclosure via Email (Main Regulatory Clause)

5.4.1. All applicable fees, commissions, and charges are provided to the Client exclusively through a "Website Account Opening Notification" (hereinafter – the "Notification") delivered to the Client's registered e-mail address.

This Notification is deemed a durable medium as defined under Article 45 of PSD2 and Article 62(1) of MiCA.

5.4.2. By accepting this Public Offer and accessing the Services, the Client confirms receipt and unconditional acceptance of the fees set forth in the Notification. The Notification forms an integral part of the contractual relationship under Polish Civil Code Art. 384 §1.

5.4.3. The Notification includes:

- 1) Full tariff schedule and cost structure;
- 2) Settlement/crypto-to-fiat and fiat-to-crypto exchange fees for SEPA, SWIFT, and other rails;

- 3) Crypto-related withdrawal(s) or settlement fees through different kind of crypto network(s);
- 4) Charges related to regulatory compliance and reporting.

5.4.4. The Company may amend its fees in accordance with MiCA Art. 62(4). Any amendments shall be communicated by e-mail no later than 7 calendar days prior to effective date, unless immediate changes are mandated by law or by any of the existing partner's requirements (Crypto Exchanges, PSP, Banks, EMIs).

5.4.5. Continued use of the Services after the effective date of the updated tariff constitutes tacit acceptance in accordance with Polish Civil Code and EU consumer protection standards.

V.V. Taxation

5.5.1. All fees are exclusive of VAT or other applicable taxes unless expressly indicated.

5.5.2. The Client is responsible for any tax liabilities arising from its use of the Services.

V.VI. Client's Right to Terminate Services

5.6.1. If the Client does not agree with the updated tariff, the Client may terminate the use of Services prior to the effective date of changes.

5.6.2. Termination does not exempt the Client from obligations already incurred.

VI. Client Rights

VI.I. Right to Access Services and Account on the Company's website opening

The Client has the right to request the opening of account on the Company's website;

VI.II. Right to Transparent Information

The Client has the right to receive clear, accurate and up-to-date information regarding:

- 1) applicable fees and charges;
- 2) service terms;
- 3) execution conditions.

VI.III. Right to Protection of Funds

Beneficial ownership over allocated crypto asset remains with the Client (MiCA Art. 75–76).

VI.IV. Right to Data Privacy

The Client has the right to protection of personal and transactional data under Regulation (EU) 2016/679 (GDPR) and the Polish Personal Data Protection Act (Ustawa o ochronie danych osobowych).

VI.V. Right to Terminate the Agreement

The Client may terminate the agreement at any time by providing a written notice and fulfilling any outstanding obligations. Termination terms are governed by Article 71 of MiCA and Article 16 of this Offer.

VI.VI. Right to File Complaints

The Client has the right to submit complaints regarding the provision of services. Complaints shall be reviewed within 30 days in accordance with MiCA Article 71 and the Company's Complaints Handling Policy.

VI.VII. Right to Fair Treatment

The Client has the right to non-discriminatory access to services, subject to AML/KYC verification, and shall not be denied services without regulatory or risk-based justification (MiCA Art. 63).

VI.VIII. Right to Notification of Amendments

The Client shall receive advance notice of any amendments to this Offer or applicable fees. Notices shall be deemed delivered when sent to the Client's registered email address (MiCA Art. 62(3)).

VI.IX. Right to Access Records

The Client has the right to request historical statements of transactions and balances for at least five (5) years, as required under MiCA Article 72 and Article 49 of the Polish AML Act.

VII. Crypto-to-fiat and fiat-to-crypto services

VII.I. Nature of Crypto-to-fiat services

May Payment shall act as the crypto exchange operator and as a Virtual Asset Service Provider (hereinafter referred to as "VASP"). This model is compliant with:

- 1) MiCA Articles 3(15), 76, 77 – client crypto asset segregation requirements;
- 2) Polish AML Act Art. 2(1)(12) – VASP agent status.

VII.II. Prohibited Activities

The Client may not use payment services for prohibited or high-risk transactions as defined in Annex 2 and in accordance with:

- 1) Polish AML Act (Art. 43–45);
- 2) MiCA Title VI;
- 3) OFAC and EU sanctions regulations.

VII.III. Service Fees

(a) All fees applicable to crypto-to-fiat and fiat-to-crypto exchange services, currency conversions, transfers, maintenance, or other charges shall be specified in the separate agreement, concluded between the Client and the Company, which is delivered to the Client's registered email address prior to activation of services.

(b) By accepting this Offer, the Client confirms agreement to such fees as disclosed via email notification.

VII.IV. Limitations

(a) The Company does not provide deposit-taking or lending services and is not a bank within the meaning of the Polish Banking Law.

(b) The Company operates strictly as a virtual asset service provider (VASP) and crypto-to-fiat and fiat-to-crypto exchange operator and gateway.

VIII. Complaints Handling

(Legal basis: Article 71 of Regulation (EU) 2023/1114 "MiCA"; Article 26 of PSD2 Directive (EU) 2015/2366; national Polish consumer protection laws);

VIII.I. Right to File Complaints

The Client has the right to submit a complaint regarding the Services, operational errors, or actions of the Company. Complaints may be filed electronically to the Company's official email address or in writing to the Company's registered office.

VIII.II. Acknowledgement and Processing Timeframes

- 1) The Company shall acknowledge receipt of the complaint within 3 (three) business days from the date of receipt.
- 2) A final, substantiated reply shall be provided within 30 (thirty) calendar days, in accordance with MiCA Art. 71(3).
- 3) If additional time is required due to the complexity of the issue, the Company shall inform the Client of the reasons for delay and provide a new estimated resolution timeline (not exceeding 60 days in total).

VIII.III. Complaint Review Procedure

- 1) Complaints are reviewed by the Company's internal Compliance Function and, where required, escalated to the Management Board.
- 2) The Company ensures impartiality, non-retaliation, and confidentiality throughout the process.

VIII.IV. Outcome and Client Notification

- 1) The Company shall provide a written response indicating the decision, corrective measures (if any), or justification for rejection of the complaint.

- 2) The Client will be informed of further escalation options, including filing a complaint with the Polish Financial Ombudsman or a competent supervisory authority.

VIII.V. Alternative Dispute Resolution

Where applicable, the Client may refer disputes to alternative dispute resolution (ADR) entities or mediation before initiating court proceedings, in accordance with EU Directive 2013/11/EU.

Normative References:

- 1) MiCA Article 71 – Complaints handling:
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32023R1114>;
- 2) PSD2 Directive (EU) 2015/2366, Article 26 – Complaints:
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32015L2366>;
- 3) Polish Consumer Rights Act:
<https://isap.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20140000827>;

IX. Termination and Suspension of Services

(Legal basis: MiCA Articles 59, 68, 71, 72; Directive (EU) 2015/2366 (PSD2); Polish Civil Code Art. 353¹);

IX.I. Voluntary Termination by Client

The Client may terminate the Agreement at any time by:

- 1) submitting a termination notice via email or through the Client's account on the Company's website - <https://maypay.eu/>;
- 2) fulfilling all outstanding financial obligations;
- 3) ensuring no pending compliance reviews or investigations.

The Agreement shall be deemed terminated upon written confirmation from the Company.

IX.II. Termination or Suspension by the Company

The Company reserves the right to suspend or terminate the provision of Services immediately, without prior notice, in the following cases:

- (a) Regulatory or legal obligation – where required under MiCA, AMLD5, PSD2, or orders of competent authorities.
- (b) Suspicion of illegal or high-risk activities – including money laundering, sanctions evasion, terrorist financing, fraud, or use of crypto-assets for unlawful purposes (MiCA Title VI, AMLD5).
- (c) Failure to provide required documents – including KYB/KYC updates, source-of-funds documentation, or UBO verification.
- (d) Breach of this Offer or any other applicable rules – including non-compliance with transaction limits, onboarding eligibility.
- (e) Risk to financial stability or operational integrity – where the Client's activity threatens the safety of other Clients or the Company's infrastructure.

IX.III. Consequences of Termination

- 1) All Accounts on the Company's website associated with the Client shall be closed.
- 2) All remaining funds shall be transferred to the Client's designated crypto-wallet account after completion of final AML/CTF checks.
- 3) The Company retains the right to withhold funds if required under Article 71 MiCA or national AML regulations.
- 4) Records relating to the terminated Client will be retained for five (5) years in accordance with MiCA Article 72 and Polish AML regulations.

IX.IV. Suspension vs. Termination

Suspension is a temporary measure allowing the Company to investigate irregularities.

Termination is a permanent cessation of the business relationship.

IX.V. Notification

The Company shall notify the Client of termination or suspension via email, including:

- 1) reasons for action (where legally permissible);
- 2) effective date;
- 3) procedure for withdrawal of funds (if applicable).

Normative References:

- 1) MiCA Regulation (EU) 2023/1114 – Articles 59, 68, 71, 72
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32023R1114>;
- 2) Directive (EU) 2015/2366 (PSD2)
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32015L2366>;
- 3) Polish Civil Code Art. 353¹ (Freedom of Contract)
<https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU19640160093/U/D19640093Lj.pdf>.

X. Client's Account on the Company's website

X.I. Legal Ownership and Beneficial Entitlement

10.1.1. The Account on the Company's website is opened by May Payment on the Client's name through May Payment website - <https://maypay.eu/>.

10.1.2. The Client acknowledges that only he/she/it holds legal title to the account on the Company's website.

X.II. Reporting

10.2.1. The Client may request information about the executed transactions, fees, and all other relevant information about its account, registered on the Company's website in accordance with Regulation (EU) 2023/1113.

Normative References:

- 1) MiCA Regulation (EU) 2023/1114, Articles 75–76:
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32023R1114>;
- 2) PSD2 – Directive (EU) 2015/2366:
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32015L2366>;
- 3) Regulation (EU) 2023/1113 on information accompanying transfers of funds:
<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32023R1113>;
- 4) Polish AML Act 1 March 2018 (Art. 49–58):
<https://isap.sejm.gov.pl/>;
- 5) EBA Guidelines on Safeguarding (EBA/GL/2017/07):
<https://www.eba.europa.eu/regulation-and-policy/payment-services-and-electronic-money>;

XI. Consumer Rights and Complaints Handling

(in accordance with MiCA Art. 71, Directive 2013/11/EU on ADR, Regulation (EU) 524/2013 (ODR), Polish Consumer Rights Act Dz.U. 2014 poz. 827);

XI.I. Right to Fair Treatment

11.1.1 The Company shall treat all Clients, including consumers, fairly, transparently, and without discrimination, in accordance with Article 71 of Regulation (EU) 2023/1114 (MiCA) and the Polish Act on Consumer Rights.

11.1.2 If the Client is classified as a consumer (i.e. a natural person acting outside of business activity), they are entitled to additional statutory protections, including withdrawal rights, transparency of fees, and dispute resolution mechanisms.

XI.II. Right to Withdraw from Distance Contract

11.2.1 In accordance with Article 27 of the Polish Consumer Rights Act and Recital 74 of MiCA, a consumer Client may withdraw from this Offer within 14 days without providing any reason, unless the services have already been fully performed with the Client's prior explicit consent.

11.2.2 To exercise the right of withdrawal, the Client must send a written notice via email or postal address listed in this Offer. Withdrawal shall not affect obligations related to transactions already executed.

XI.III. Right to Information

11.3.1 The Client has the right to receive clear, accurate and timely information regarding:

- 1) applicable fees and charges (MiCA Art. 62);
- 2) risks associated with crypto-assets (MiCA Art. 60);
- 3) the Company's regulatory status;
- 4) the protection of client funds (MiCA Art. 75).

11.3.2 All fees applicable to the Client are communicated through a "Notification of Website Account Opening" sent to the Client's email address prior to service activation.

XI.IV Complaints Submission Procedure

11.4.1 The Client may submit a complaint at any time via:

Email: info@maypay.eu

Registered Office Address: Cybernetyki str., 19B, 02-677 Mokotów (mazowieckie), Republic of Poland

11.4.2 The complaint must include:

- 1) Client's identification data;
- 2) description of the issue;
- 3) date and relevant transaction or communication;
- 4) expected resolution (optional).

11.4.3 The Company confirms receipt of the complaint within 2 business days and provides a final response within 30 calendar days, in accordance with MiCA Art. 71(3).

XI.V Dispute Resolution and Escalation

11.5.1 If the Client is not satisfied with the Company's response, they have the right to escalate the complaint to the Polish Financial Ombudsman (Rzecznik Finansowy) or initiate Alternative Dispute Resolution (ADR) pursuant to Directive 2013/11/EU.

11.5.2 The Client may also use the EU Online Dispute Resolution (ODR) Platform under Regulation (EU) 524/2013:

<https://ec.europa.eu/consumers/odr>;

11.5.3 The Client retains the right to pursue legal action in the competent courts of Poland, as defined in Section 16.

XI.VI Record-Keeping

11.6.1 The Company maintains a complaints register documenting the nature, date, handling time, and resolution of each complaint for a minimum of five (5) years, in accordance with MiCA Art. 72.

XII. Force Majeure

(based on Art. 121 of the Polish Civil Code and general EU contractual law)

XII.I The Company shall not be liable for any delay or failure to perform its obligations under this Offer if caused by circumstances beyond its reasonable control, including but not limited to:

- 1) natural disasters, fires, floods, pandemics;
- 2) acts of war, terrorism, civil unrest;
- 3) sanctions or regulatory actions by EU or international authorities;
- 4) outages in banking, blockchain, or telecommunications infrastructure.

XII.II The Company shall promptly inform the Client of the occurrence of a force majeure event. Suspension of performance shall continue only for the duration of such circumstances.

XIII. Termination of Services

XIII.I Termination by the Client:

The Client may terminate the agreement at any time by ceasing to use the Services and fulfilling all outstanding obligations, including payment of due fees.

XIII.II Termination by the Company:

The Company may suspend or terminate services with immediate effect if:

- (a) the Client breaches this Offer or applicable laws;
- (b) the Client is involved in fraud, money laundering, or prohibited activities;
- (c) regulatory or Company's Partner's crypto exchange restrictions require termination.

XIII.III Upon termination, the Company shall initiate the return of remaining Client funds from all Client's account on the Company's website is opened through May Payment VASP ecosystem in accordance with AML, tax, and regulatory requirements.

XIV. Language of the Offer

XIV.I. This Offer is issued in English. In case of translation into Polish or another language, the English version shall prevail unless mandatory law requires otherwise (MiCA Recital 110).

XIV.II. The Client may request a Polish version free of charge, and it shall be provided in accordance with Article 27 of the Polish Consumer Rights Act.

XV. Governing Law and Jurisdiction

XV.I. This Offer is governed by:

1. The laws of the Republic of Poland;
2. Regulation (EU) 2023/1114 (MiCA);
3. Regulation (EU) 2023/1113 (Funds Transfer Regulation);
4. Directive (EU) 2015/2366 (PSD2);
5. Applicable Polish AML and consumer protection regulations.

XV.II, Any disputes arising from or related to this Offer shall be resolved by the competent courts of Warsaw, Poland. If the Client is a consumer, they may alternatively bring the dispute before a court having jurisdiction under EU Regulation (EU) 1215/2012 (Brussels I Recast).

XVI. Final Provisions

XVI.I. This Offer is a public and legally binding document and enters into force on the date of its publication on the Company's website.

XVI.II. The Company reserves the right to amend this Offer to reflect changes in law, regulatory requirements, PSP rules, or operational practices. All amendments shall be published with clear indication of the effective date.

XVI.III. By accepting this Offer through electronic registration or use of services, the Client confirms full understanding and agreement to its terms.

XVI.IV. This Offer constitutes the entire agreement between the Company and the Client regarding the subject matter herein and supersedes any prior representations or communications.