# TERMS OF SERVICE

**Last Update: June 24, 2026**

Welcome to Monesy.io. This website, including all applications, components, and services available on it, is the product of Novawave S.A. DE C.V., with NIT: 0623-030624-109-2, located at Calle Cuscatlán, Casa #4312, Colonia Escalón, Distrito de San Salvador, San Salvador Centro, San Salvador ("Monesy", "we").
Novawave is a Digital Asset Service Provider (PSAD) registered with the National Commission of Digital Assets (CNAD) under Registration No. PSAD-0079 (20 April 2026), and a Bitcoin Service Provider (PSB) registered under the Bitcoin Law, Registration Code 6697f7c29c3ab49e3172b9f8 (29 July 2024).

These Terms of Service ("Terms") regulate how you ("you", "User") use https://monesy.io (**"Platform**", ) and any of the services we offer through Monesy.io and/or applications operated by Monesy, including those integrated on the websites, platforms, and applications of our partners to deal with Crypto-assets by using our solutions ("Services"). The Services are further detailed in Part II of these Terms "Special Terms" and may also be described on the Platform.

Please read these Terms carefully before using any Services or any use of the Platform. By using our Platform and/or the Services, you confirm your acceptance of the most recent version of these Terms, Privacy Policy, and any associated legal documents published in the "legal" section of the Platform.

**Nothing in these Terms shall be interpreted as a waiver or limitation of rights granted to consumers under Salvadoran law.**

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**RISK STATEMENT**

The User acknowledges that operations involving digital assets involve **significant risks**, including volatility, technological failures, and regulatory changes.

**"Crypto-assets"** or **"Crypto"** is a digital representation of value that you can transfer, store, or trade electronically.

You understand and agree that you accept associated risks using Crypto-assets. Unlike government-issued currencies that we support in our operations ("**Fiat currency" or "Fiat")**, the Crypto-assets and crypto market itself are largely unregulated. The value of most Crypto-assets can be highly volatile, with prices fluctuating rapidly, often dropping as quickly as they rise. Be prepared for the possibility of losing your entire funds (both Fiat and/or Crypto-assets are referred to as "**Funds**") when buying, selling, holding, exchanging, investing in, or otherwise dealing with Crypto-assets. You agree and confirm that you did your own research and carefully considered all financial risks before engaging in

Crypto-asset transactions or otherwise dealing with Crypto-assets, taking into account your goals.

The **Risk Disclosure** is provided separately on the Platform for your convenience and is an integral part of these Terms. You undertake to carefully review it and assess all risks before engaging in any transaction with Monesy, including but not limited to any operation involving crypto, including but not limited to exchange transactions, transfers and payments in crypto ("**Transaction"**).

By proceeding to use our Services, you confirm that you have accepted all risks associated with Crypto-assets and crypto-transactions.

**NO FINANCIAL ADVICE**

None of our actions, any of the provisions of these Terms, or any content should be construed, understood, or recognized as the provision of investment, legal, financial, tax, or any other professional advice or deposit intermediary services, nor constitute an offer or invitation to buy, sell, or invest in securities or assets of any kind.

You are solely responsible for all your decisions and actions related to your use of the Platform, Services, initiated Transactions, or any other interaction with us.

**EXPLICITLY EXCLUDED SERVICES**

Monesy **DOES NOT** offer or provide:

- Investment advisory or other investment services;
- Portfolio management services;
- Custodial services;
- Any investment products;
- Any service requiring authorization as a financial intermediary, unless expressly stated;
- Issuance of digital assets.

This section is included for compliance purposes only. In accordance with our Terms of Service, Monesy does not process or allow investments. All transactions on our Platform are limited to the exchange of fiat currency for digital assets and related services as outlined in these Terms of Service.

Users seeking investment opportunities should consult with qualified financial advisors or licensed investment services providers.

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## PART I. GENERAL TERMS.

### 1. Legal Framework

These Terms are governed by and interpreted in accordance with:

- The Ley de Protección al Consumidor;
- The Código de Comercio;
- The Ley de Comercio Electrónico;
- The Civil Code of El Salvador; and
- The Ley de Emisión de Activos Digitales (LEAD) and the Reglamento de Proveedores de Servicios de Activos Digitales, under the supervision of the National Commission of Digital Assets (CNAD); the Ley Bitcoin and its implementing regulations, with registration before the Central Reserve Bank (BCR); and other applicable regulations related to digital asset service providers issued by competent authorities.

In case of conflict between these Terms and mandatory consumer protection laws, the applicable law shall prevail.

### 2. Introduction

2.1. These Terms, and all the policies, notices, and regulations included here or published on the Platform, establish the conditions for providing you with our Services and govern your access to and use of the Services. This applies whether the Services are delivered through the Platform, through applications operated by Monesy, or integrated into the websites, platforms, and applications of our partners.

2.2. By accessing the Platform, creating an account, or using any of our Services, you agree to be legally bound by these Terms and all related policies, notices, and regulations published on the Platform. If you do not agree to these terms, please refrain from accessing the Platform or using any of our Services.

2.3. As long as you are treated as our eligible User, we grant you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Platform, Services, and the software that is used to provide you with our Services, solely for your own use and in accordance with these Terms and applicable laws. We reserve the right to limit your right to use our Platform or to stop providing Services anytime and at our sole discretion for the reasons provided in these Terms.

2.4. Any text, graphics, video, materials, and other information materials available on the Platform (“Any text, graphics, video, materials, and other information materials available on the Platform (“**Content**”) and any available Services on the Platform are subject to change without notice. We do not undertake to keep our Platform up-to-date and we are not liable if any Content is inaccurate or out-of-date.

2.5. Platform, and its original Content, applications, widgets, features, and functionality are and will remain the exclusive property of Monesy and its licensors (**“Software”**). The Software and Content deployed on the Platform or otherwise made available to you is protected by copyright, trademark, and other intellectual property laws. Our Content, Software, trademarks, trade names, service marks, logos, doing business names, and trade dress may not be used without our prior written consent.

2.6. The intended purpose of our Services and/or the Platform is to enable eligible Users to initiate and perform available and supported crypto-asset transactions subject to specific terms and conditions outlined in these Terms.

2.7. Permissible use of our Services and/or the Platform is their use in full compliance with these Terms, other legally binding terms and policies published on the Platform, and applicable laws.

2.8. Unauthorized use, reverse engineering, bypassing security measures, or misusing the Platform, Content, or Software without authorization is strictly prohibited.

2.9. Monesy is the Service provider, however, some Services or parts of the Services may also be provided through our Platform by third-party providers, and some of our Services will be integrated to and provided by us on third-party websites and applications.

## 3. Services we offer

3.1. Monsey offers a range of Crypto-related Services described in the “Special Terms” part of these Terms.

3.2. Availability of Services, as well as the eligibility of Users to access and use our Platform, and our Services, is a subject of our own discretion and applicable laws based on your geographical location, residence, special status, or additional eligibility criteria we may set at our own discretion. You may not be able to use the Platform, our Services, or some of its parts. Additionally, certain Crypto-assets might not be supported for specific Services.

3.3. We may unilaterally modify the list of available Services, including their nature and scope, at any time, as well as to allow, change, or limit access to the third-party providers who may render certain Services on the Platform. We reserve the right to limit the quantities of any Services. All descriptions of Services and pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Services at any time. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of our Services.

3.4. You may not be authorized to use our Platform or our Services due to your domestic applicable laws, rules, and restrictions. You are solely responsible for compliance with your local laws and restrictions, bear full responsibility for any breach of these laws, and agree to indemnify and keep harmless Monesy for all losses, liabilities, costs, and expenses (including but not limited to legal costs) suffered or incurred by Monesy which arise directly or indirectly from your violation of local laws.

3.5. In certain cases, where we provide Services to corporate clients, terms and conditions of such services may vary from these Terms and shall be negotiated separately in the relevant agreements. In case of contradictions between these Terms and such separate agreements, for example regarding applicable Fees, the terms negotiated in separate agreements shall prevail.

## 4. Users

4.1. To use the Platform and/or the Services, Users shall meet the general eligibility requirements listed in clause 3.2 below. Special eligibility criteria may be communicated to Users on the Platform when using some of our Services.

4.2. When using our Platform and/or any of our Services you represent and warrant that:

4.2.1. You acknowledge and agree with the general eligibility criteria and special eligibility criteria (if any) that are communicated to you when using some of our Services.

4.2.2. You acknowledge and agree to these Terms and any other terms and policies applicable to our Platform and Services, as well as applicable legislation of El Salvador and your domestic laws and regulations.

4.2.3. You act on your own behalf and only to your own benefit, willingly and voluntarily, and do not misrepresent any third party. Using our Services on behalf of or to the benefit of any third party, transferring the right of use, or any other way giving access to use your account or our Platform to any third party, is strictly prohibited unless legally authorized and approved by us.

4.2.4. You confirm that you are of legal age (18 years or older if required by your national jurisdiction), possess full legal capacity to use our Services, and do not reside in a restricted jurisdiction.

4.2.5. In the case of a legal entity, you represent a duly registered legal entity with the full authority to act on its behalf, enter into a binding agreement with Monesy, agree to these Terms, access the Platform, and use the Services, and your company is not incorporated in restricted jurisdiction, and are allowed to use Crypto-assets.

4.2.6. You will not use our Platform and any of our Services for illicit, illegal, or unlawful purposes, or in a manner that violates the laws or regulations of El Salvador, your domestic jurisdiction, or any other applicable jurisdiction. This includes, but is not limited to, activities such as fraud, money laundering, terrorism financing, tax evasion, or circumventing applicable restrictions. Additionally, you will not engage in actions that could harm or overload the Platform, such as, for example, uploading malicious software or initiating DDoS attacks.

4.2.7. You are not restricted, banned, suspended, or otherwise prohibited from accessing the Platform or using the Services, are not subject to any sanctions or regulatory restrictions that prevent you from using our Services, and are not engaged in any sanctionable or criminal activities.

4.2.8. You are not a politically exposed person or an immediate family member of one.

4.2.9. All Funds used in connection with the Services, including any Funds used in Transactions, are your own property derived from lawful sources.

4.2.10. You shall be solely responsible for complying with your tax and reporting obligations.

4.2.11. You acknowledge and agree that we may disclose any information about you to third parties as required by legal obligations, for example for the purposes of crime prevention or regulatory compliance, and/or for the purpose of providing the Services.

4.2.12. You will maintain confidentiality of communications with Monesy or any other third-party provider engaged in Platform work, or Service provision and participate in remote compliance meetings if requested.

4.2.13. You must immediately notify us of errors, vulnerabilities, or issues with the Platform and refrain from exploiting them.

4.2.14. You shall immediately stop using our Platform and our Services if you cease to be an eligible User, and notify us to suspend, restrict, or terminate your access to our Platform and Services.

4.2.15. You will not violate our or our partners' intellectual property rights.

4.2.16. You are aware of the risks of using Crypto-assets.

4.3. **Cooling-Off Period and Withdrawal Right**

4.3.1. Applicability. This cooling-off period applies to Users who qualify as consumers under the Ley de Protección al Consumidor and are registering an Account or purchasing Services for the first time from Monesy.

4.3.2. Cooling-Off Period Duration. Users have a seven (7) calendar day cooling-off period ("Período de Reflexión") from the date of Account creation or first Service purchase, whichever is later.

4.3.3 Right to Withdraw. During the cooling-off period, Users may:

- Withdraw from these Terms without providing any reason;
- Terminate their Account without penalty;
- Cancel any Service purchase made during the cooling-off period;
- Receive a full refund of any fees paid.

4.3.4 No Waiver. Users cannot waive their cooling-off period rights in advance. Any provision in any agreement purporting to waive this right is void.

4.4. Attempting unauthorized access to any part or feature of the Platform, interfering with or disrupting the Services, or any action that may compromise the integrity of the Services, including hacking or circumventing security measures to prevent unauthorized access, is strictly prohibited.

4.5. Violation of the eligibility criteria, as well as the violation of the intended purpose and permissible use of the Services and/or the Platform, constitutes a material breach of these Terms. In such a situation, we reserve the right to unilaterally terminate your use of the Service and our Platform immediately.

4.6. **Risk-Based Approach.** In accordance with the Guide for Money Laundering and Terrorist Financing Risk Management issued by the National Digital Assets Commission (CNAD), we implement a risk-based approach to manage AML/CFT/CPF risks. This involves identifying, assessing, mitigating, monitoring, and communicating risks based on the nature, risk profile, volume, and complexity of our activities. Our services, including exchanges and transfers, are classified as high-risk activities requiring enhanced controls, including enhanced due diligence (additional verification and monitoring) where required.

Please refer to our **AML Compliance Policy** for details

## 5. How Users enroll on the Platform

5.1. To get access to our Services delivered via the Platform, you need to register your User Account.

5.2. To access and use our Services, we may request you to undergo verification and know your customer ("KYC") or know your business processes ("KYB") procedures when required due to Anti-Money Laundering and Countering the Financing of Terrorism reasons ("AML/CFT").

Customer Due Diligence (CDD) is applied for occasional transactions exceeding US$1,000.00 or equivalent, in line with FATF Recommendation 10 and CNAD guidelines. For high-risk users or transactions, Enhanced Due Diligence (EDD) will be conducted, including additional documentation on source of funds.

5.3. You are permitted to have only one Account on the Platform at any given time. Any actions or Transactions conducted via your Account are deemed to have been performed by you. You are solely responsible for the unauthorized use of your Account.

5.4. You are solely liable for security of your account and shall create a strong and unique password for your Account. To access the Services, you shall use only your personal secure device, and must also ensure that your login credentials remain confidential and secure, and are not disclosed to any third parties.

5.5. Your registered email address is your primary identifier for accessing the Services. If you lose access to your Account or email, contact our support team, which may require additional verification documents.

5.6. We reserve the right to refuse Account creation or terminate your Account and Services if any provision of these Terms, including representations or warranties, or provisions of any other applicable terms or laws are found to be false or violated, or when you do not provide us with the required information or documents. In the case of a deceased Account holder, authorized individuals must contact us and provide documentation to access and close the Account.

5.7. In regard to registering and using your Account and/or using our Services, you represent and warrant that:

- you will provide us with accurate, truthful, current, and complete information or documentation requested for identification, verification, AML compliance purposes, or service provision within a term stated in the relevant request, otherwise, your access to our Services will be suspended, restricted, or terminated at our discretion;
- you shall notify us within five days of any changes to your legal information;
- you are not impersonating another person, using an alias, false or forged IDs or other documents, or concealing your identity;
- you are not under someone's influence and are acting voluntarily, on your own free will;
- you have created a strong, unique password for your Account and are responsible for keeping your credentials confidential and secure;
- you will only use secure methods and devices to access and manage your Account.

5.8. By maintaining your Account and/or using the Services, you agree to these conditions and accept the consequences of any violations, which may include suspension, termination, or legal action, and authorize us to, directly or indirectly, make any inquiries as we consider necessary to check the relevance and accuracy of the provided information.

5.9. **Compliance with Travel Rule.** For all transfers of digital assets, we comply with the "Travel Rule" as per Article 84-B of the UIF Instructions and FATF Recommendation 16. This requires collecting and transmitting originator and beneficiary information, including: (i) date of the transaction, (ii) type and quantity of each virtual currency, (iii) name, address, and nature of activity (or date of birth for individuals) of the originator, (iv) name and address of the beneficiary, (v) account numbers and types, (vi) reference numbers, (vii) transaction identifiers (including sending/receiving addresses), and (viii) exchange rates used. We will not process transfers without this information, regardless of the amount.

## 6. Fees applicable to our Services

6.1. The Services are subject to the Fees. For different Services, different Fees shall apply.

6.2. All applicable fees, commissions, and charges shall be disclosed in a clear, accessible, and prior manner, in accordance with Salvadoran law. All applicable Fees and Transaction limits are published on our website in the **Supported Digital Assets, Fees, Transactions, Limitations, and Restrictions** communication.

6.3. No undisclosed fees shall be charged.

6.4. In addition to the Fees, additional costs, such as blockchain network fees, may apply. The exact amount of the applicable Fees may be communicated to you by different means, depending on the Service you use, for example:

- directly on the Platform before you initiate certain Transaction;
- be shown at the time of approval of your Transaction;
- in the bilateral Agreement, we may conclude (where applicable).

In the event of a conflict between the Fees that are shown at the time of approval of your Transaction, and the Fees published on the Platform, the Fees that are shown at the time of approval of your Transaction will prevail.

In the event of a conflict between the Fees published on the Platform and the Fees set out in the valid Agreement between you and us, the Agreement will prevail.

6.5. **Fee Modifications and User Rights**

6.5.1. Modification. Monesy reserves the right to modify the Fees applicable to its Services, provided that any such modification complies with the advance notice and transparency requirements outlined in this Section and applicable Salvadoran consumer protection law.

6.5.2 Advance Notice Requirement. Any modification to the Fees shall be communicated to registered Users at least thirty (30) calendar days prior to the effective date of such modification. Notice shall be provided through:

- Email notification to the User's registered email address;
- Prominent notice on the Platform homepage;
- In-Platform notification upon User login; and
- Publication in the "Legal" section of the Platform.

6.5.3 User Rights Upon Fee Modification. Upon receiving notice of a fee modification, Users have the following rights:

1. Users may reject the fee modification by terminating their Account within the thirty (30) day notice period without incurring any penalty, early termination fee, or liability;
2. Any Transactions initiated before the effective date of the fee modification shall be governed by the previous fee schedule.

6.5.4 Limitations on Fee Increases. Fee increases shall be reasonable and proportionate.

6.6. Any paid Service offered on the Platform will be provided to you only once the relevant Fee is paid unless we agree otherwise.

6.7. You understand and agree that your Transaction may be subject to fees imposed by your payment method, service provider, or another third-party service provider, which may lead to deviation in the final amount you pay when using our Services. It is your responsibility to cover any additional fees arising from your use of our Service and/or Platform.

6.8. Given the volatility of Crypto-assets, displayed exchange rates may not always reflect the most current rates. The applied exchange rate will be communicated to you before Transaction initiation.

6.9. We offer various payment methods and may, at our sole discretion, add, remove, or temporarily or permanently suspend any of them. We may not support all payment methods or Funds and may change them from time to time.

6.10. Any Transactions conducted through or with us may be subject to taxes under your domestic laws. It is your responsibility to comply with all applicable tax obligations.

6.11. You are required to use your own Funds and payment methods and to provide us with accurate, truthful, and complete payment information. Information on how we collect and process your payment data is set out in our Privacy Policy.

6.12. Refunds are subject to a separate Refund Policy. You have the right to appeal refund decisions in accordance with the Ley de Protección al Consumidor.

## 7. Rights and Responsibilities

7.1. Monesy is hereby authorized by the User to:

(a) Reject, cancel, suspend, or block any Transaction due to technical, AML/CFT compliance reasons, or other lawful grounds.
(b) Impose time or quantity limits on any Transactions, for example when you reach a certain volume of Transactions performed within a certain time period.
(c) Suspend or terminate your Account and Services as per these Terms or legal requirements.
(d) Freeze, block, or limit access to your Funds or Account due to regulatory compliance, legal directives, or violation of these or any other applicable Terms.
(e) Request additional documents or evidence to verify you, or the accuracy of the submitted information.
(f) Conduct checks and inquiries directly or through third parties and take reasonable actions based on the results.
(g) Modify, suspend, or remove the use of certain Fiat or Crypto-assets or Services from the Platform.
(h) Adjust Platform functionality, configurations, and availability.
(i) Share User information with third parties for Service provision, regulatory compliance, or legal obligations in line with the Privacy Policy.

(j) Satisfy any obligations owed by User to Monesy with User`s Funds or other assets in our possession.
(k) Charge Fees for any of our Services.
(l) Limit, suspend, or cancel access to the Platform and Services, including API use, based on lawful grounds or for the reasons set out in these Terms.
(m) Reverse, suspend, or freeze the Transaction and/or Funds used in the Transaction.
(n) Suspend, restrict, or terminate your Account.
(o) Report the violation to law enforcement, reporting suspicious transactions or attempts to the Financial Investigation Unit (UIF) in accordance with the Special Law Against Asset Laundering (Legislative Decree No. 426/2025).
(p) Claim damages from you and/or get recovery from your Funds or other assets.

7.2. User undertakes to

(a) Notify Monesy immediately and return the excess amount if the User receives excess Funds due to errors. We may sell your Crypto-assets proportionally to get full recovery.
(b) Compensate Monesy for all damages, costs, or expenses, including legal fees, incurred due to your breach of these Terms, other applicable terms and policies, laws, or disputes, investigations, or legally binding obligations.
(c) Authorize Monesy to use your Funds to settle owed amounts and compensations.
(d) Use only acceptable payment methods and User`s own Funds for Transactions.
(e) Be solely responsible for reporting and paying taxes on Transactions in accordance with User`s applicable jurisdiction laws. We do not act as the User`s tax agent and will only withhold taxes if legally required.
(f) Use only trusted and verified wallets, wallet addresses, and payment methods that belong to the User.
(g) Conduct due diligence when interacting with third parties.
(h) Report fraud or scams promptly and keep Monesy not liable for third-party fraudulent actions.
(i) Independently back up and maintain duplicates of any information you store or transfer through the Platform or your Account.

## 8. Liability

8.1. Monesy will take appropriate remedial actions in accordance with applicable law in the event of a confirmed data breach attributable to Monesy.

Any compensation or regulatory fines shall be determined subject to legal causation, proportionality, and applicable regulatory requirements

8.2. Any limitation of liability shall apply only to the extent permitted by Salvadoran law. Notwithstanding any other provision in these Terms, Monesy's liability limitations and exclusions are subject to mandatory provisions of the Ley de Protección al Consumidor and other applicable Salvadoran consumer protection laws. Where any provision of these Terms conflicts with mandatory consumer rights, the law shall prevail.

8.3. Non-Waivable Liability. Monesy cannot and does not exclude or limit liability for:

- Fraud, willful misconduct, or criminal acts by Monesy, its directors, officers, or employees;
- Gross negligence in the performance of Services;
- Death or personal injury caused by Monesy's negligence;
- Breach of fundamental contractual obligations (obligaciones esenciales del contrato);
- Violations of mandatory consumer protection rights under Salvadoran law;
- Any other liability that cannot be excluded under Salvadoran law.

8.4. Minimum Compensation Standards. Where Monesy is found liable for losses, compensation shall include direct damages and reasonably foreseeable consequential damages. The aggregate liability cap applies only to indirect or unforeseeable damages, not to direct damages from Monesy's breach.

## 9. Force Majeure

9.1. "Force Majeure Event" means any event, circumstance, or cause beyond Monesy's reasonable control that prevents or delays Monesy from performing its obligations under these Terms, including but not limited to:

- Natural Disasters: Earthquakes, volcanic eruptions, tsunamis, hurricanes, floods, landslides, fires (not caused by Monesy's negligence), epidemics, pandemics, or public health emergencies;
- Acts of Government: Emergency decrees, states of emergency, new laws or regulations that prohibit Services, nationalization, currency controls, sanctions;
- Armed Conflict and Civil Unrest: War, invasion, civil war, rebellion, terrorism;
- Infrastructure Failures: Telecommunications or internet disruption, electrical power grid failure lasting more than 24 hours;

9.2. Exclusions from Force Majeure. The following shall NOT constitute Force Majeure Events: economic hardship, lack of funds, labor disputes involving Monesy's workforce, negligence by Monesy, breaches of contract by Monesy, foreseeable events Monesy failed to prepare for, cyberattacks succeeding due to inadequate security.

9.3. User Rights During Force Majeure. If a Force Majeure Event prevents Monesy from performing essential Services for more than thirty (30) consecutive days, Users may terminate their Account without penalty and request withdrawal of their Funds.

## 10. Limitation of Liability and Indemnification

10.1. We do our best to deliver secure and reliable Services but disclaim liability for losses resulting from User mistakes and misbehavior, system errors, third parties' actions, or other external factors beyond our control.

10.2. If you become a victim of fraud or a scam related to the Platform or its Services, we will cooperate with you and relevant authorities by providing any information we have to aid in investigations or legal actions. However, we are not responsible for compensating any financial losses or damages you incur due to fraudulent actions or scams perpetrated by third parties.

10.3. You understand and agree that Monesy and its affiliates, partners, directors, employees, officers, owners, shareholders, third-party providers, agents, subsidiaries, and related entities are not liable for any claims, losses, or damages arising from:

- Misuse or unauthorized use of the Services, Account, or Platform.
- Your decision to initiate and perform any Transaction.
- Breach of these Terms, any other applicable terms, or violations of applicable laws.
- Actions, inactions, or obligations of partners, third-party providers, or other third parties.
- Charges and fees from third-party services.
- Disruptions, impairments, or malfunctions of the Platform or intermediary services.
- Unauthorized or fraudulent Account access caused by negligence, device security breaches, or social engineering.
- Errors or mistakes in executing Transactions (e.g., wrong blockchain network or wallet, incorrect details, or unsupported Crypto-assets).
- Data inaccuracies, interruptions, or unavailability of the Platform or Services.
- Losses caused by malicious software affecting your devices or systems.
- Events beyond Monesys's control, including force majeure (e.g., natural disasters, war, market conditions, governmental actions, nationalizations or devaluations, riots, exchange controls, forfeitures, acts of God, market conditions, any delay, failure, or inability of any transmission or communication system, network, or computer.
- Volatility, change of value, availability, legality, and admissibility of Crypto-assets.
- Changes imposed by law, regulatory compliance, or implementation of new legal obligations.
- Assessment, payment, or withholding of taxes arising from your Transactions.
- Inaccurate or incomplete information on the Platform or linked resources, including third-party links on our Platform.
- Damages related to third-party software, services, or products accessed through the Platform.
- Fraud or scams or unauthorized access or use of your wallets, financial accounts, or Funds perpetrated by third parties.

10.4. You agree to indemnify and hold harmless Monesy and its affiliates, partners, directors, employees, officers, owners, shareholders, third-party providers, agents, subsidiary and related entities from any claims, demands, costs, expenses, losses, liabilities, and damages of every kind and nature, including, without limitation, any attorneys' fees, arising from your use or misuse of the Services or Platform, any breach and non-compliance of these Terms, other applicable terms and policies, regulations, or applicable laws, claims resulting from actions or omissions by third parties, including fraud or scams.

10.5. We are not responsible for our partners, third-party providers, their actions, omissions, and obligations. We do not make any explicit or implied warranties or representations about the services, products, or assets provided by third parties on the Platform. This includes any information, functionality, privacy, or security associated with such services. You accept full responsibility and all associated risks when using services, websites, applications, or resources offered by third parties, including the potential loss of assets traded through these services. Under no circumstances shall Monesy be held liable for any damages or issues arising from or connected to software, products, services, or information provided by any third parties and accessed via the Platform, your Account, or related Services.

10.6. The aggregate liability of Monesy that cannot be excluded due to limitation liability provisions above, shall not exceed the total amount of Fees paid by you for the specific services subject to the claim, except when otherwise provided by Salvadoran law. Any limitation or exclusion of liability shall apply only to the extent expressly permitted by Salvadoran law.

10.7. Notwithstanding the foregoing, nothing in this section limits Monesy's liability for damages arising from fraud, gross negligence, willful misconduct, or violations of mandatory law, when required by applicable law.

Indemnification obligations shall not apply to damages resulting from Monesy's fraud, gross negligence, willful misconduct, or breach of mandatory legal obligations.

10.8. The provisions of this Section shall survive any termination of this agreement, termination of User Account, cessation of Platform use, or other termination of relationships between Monesy and User.

## 11. Data Protection and Privacy

11.1. Monesy respects the constitutional right to privacy and protects personal data in accordance with Salvadoran legal principles and international best practices.

11.2. Personal data shall be:

- Collected for legitimate, specific purposes;

- Processed with the User's consent where required;
- Retained only for the legally necessary period.

11.3. Users may request access, correction, or deletion of their personal data by contacting sp@monesy.io, subject to legal retention obligations.

11.4. Please refer to our **Privacy Policy** for a comprehensive Data protection-related information.

## 12. Disclaimer of Warranties

12.1. Each Service and/or Platform is offered on an "as is" and "as available" basis. We will use commercially reasonable efforts to make the Services available at all times excluding (a) scheduled maintenance time, (b) any unavailability caused by circumstances beyond our reasonable control, (c) any suspension or termination of Services to you for the reasons of your breach of these or other applicable Terms, or any applicable legislation, or statutes, or (c) any suspensions permitted under these Terms, or (c) any termination of providing Services due to our bankruptcy, liquidation, dissolution or change in business model or business nature. In the event of a planned service downtime in respect of the Services, we shall use reasonable efforts to notify all registered users thereof at reasonable terms in advance (which notice may be provided electronically, including via the Services).

12.2. You acknowledge that any information you store or transfer via the Platform may be permanently lost, corrupted, or temporarily inaccessible due to various factors, including software failures, protocol changes by third-party providers, force majeure events, DDoS attacks, or scheduled/unplanned maintenance.

12.3. We do not warrant that the Services, Platform, availability, or Content will be uninterrupted, timely, secure, or error-free, nor does it guarantee the quality, suitability, accuracy, reliability, or completeness of the Platform, Services, or materials contained therein.

12.4. We do not make any warranties for, nor are we responsible for, third-party software or services you may use.

12.5. We make no guarantees about the value of Funds or changes to exchange rates.

## 13. How we communicate

13.1. Monesy will provide transaction reports, statements, notices, and all other communications electronically, using any communication method available to the Platform. These communications will be sent to the contact details you have provided during your account registration or updated afterward. For the purposes of these Terms, any communication sent or posted by Monesy in this manner is considered delivered to you at the time it is dispatched, regardless of whether you actively acknowledge or receive it. It is solely your responsibility to ensure that you are able to receive, access, and review all such communications in a timely manner.

13.2. Transaction reports and account statements issued by Monesy are presumed accurate based on available information. This presumption is rebuttable and does not limit User rights to challenge inaccuracies. The burden of proof regarding accuracy shifts to Monesy once the User provides specific evidence of discrepancies. Users have fifteen (15) calendar days from the date of communication delivery to object to any transaction report or account statement. For discrepancies involving amounts exceeding US$5,000 or complex technical issues, Users have thirty (30) calendar days to object.

13.3. Monesy, along with its partners and third-party service providers, may issue legally binding notices related to these Terms, the Services provided, Transactions, or the operation of the Platform. These notices include but are not limited to, amendments to these Terms, updates regarding Services, Fees, or any other legal obligations affecting your Account.

13.4. By using the Platform, you consent to the electronic recording, processing, and storage of all communications with Monesy. These records may include, but are not limited to, email exchanges, chat logs, and other digital correspondence. All recordings will be securely stored and retained in compliance with applicable statutory requirements. Either party may use these records or transcripts derived from them as evidence in disputes, negotiations, or legal proceedings, subject to the law.

13.5. All communications between Monesy and you, including but not limited to inquiries, negotiations, dispute discussions, or legal proceedings, are to be treated as confidential. Neither party shall disclose the contents of these communications to any third party unless required by applicable law. Confidentiality obligations extend to all mediums of communication and will remain binding, even after the termination of your relationship with Monesy.

13.6. If you have any complaints, feedback, or questions, or wish to file a request, you may contact us at sp@monesy.io. When reaching out, please include your name, email address, and a clear description of your inquiry. To facilitate the resolution process, we may request additional information or documentation from you as necessary.

## 14. Customer Support & Complaints

14.1. The objection periods establish timeframes for efficient dispute resolution but do not limit or waive consumer rights under Salvadoran law. Users retain all rights regardless of objection periods.

14.2. Internal Support.

- Channels. Users may access support through multiple channels provided free of charge. The primary point of contact is **sp@monesy.io**, which features an automated ticket generation system with unique reference numbers. Support is available also at [monesy.io](monesy.io) and in Telegram. Support is available during business hours in both English and Spanish.

- Response Time Standards. Monesy commits to the following service level targets:
  - Acknowledgment. Maximum of 4 business hours for an initial confirmation.
  - Simple Inquiries. Initial response within 30 minutes (business hours) and resolution within 24 hours.
  - Formal Complaints. Initial response within 24 hours and a resolution target of five (5) business days.
  - Complex Technical Issues. Resolution within 48 hours, extending up to five (5) business days for highly technical matters, with status updates every 48 hours.

14.3. **Escalation to Regulatory Authority.** If the complaint is not resolved by Monesy, the User may escalate it to the competent consumer protection authority or the National Commission of Digital Assets (CNAD), where applicable.

Alternative dispute resolution mechanisms, including mediation or arbitration, shall be voluntary and **shall not deprive consumers of their right to access Salvadoran courts**.

14.4. **CNAD Contact Information.** The National Commission of Digital Assets (CNAD) is the regulatory authority overseeing Digital Asset Service Providers in El Salvador. You may contact them directly at:
**Address**: Calle La Mascota, building 144, San Salvador District, San Salvador Centro Municipality, San Salvador
**Email**: [info@cnad.gob.sv](mailto:info@cnad.gob.sv)
**Website:** [www.cnad.gob.sv](www.cnad.gob.sv)
**Phone:** +503 2224 0942

14.5. Monesy maintains an electronic inquiry register and retains all communication records for a minimum of five (5) years to ensure regulatory compliance and auditability.

14.6. All personal and financial information provided during the support process is protected in accordance with El Salvador data protection regulations and international privacy standards.

## 15. Term and Termination

15.1. You may terminate this Agreement and/or your Account, or withdraw from these Terms at any time without penalty by providing written notice to [sp@monesy.io](mailto:sp@monesy.io) from the email address linked to your Account.

15.2. Please note that withdrawing from these Terms shall affect the same legal consequences as termination of these Terms, namely termination of your Account. If you terminate your Account you terminate this Agreement and vice versa. You may not withdraw from these Terms or terminate them retroactively.

15.3. When we receive your termination request, we may ask you to provide additional information or documents for identity verification and/or AML/CFT compliance purposes.

15.4. If you have an outstanding obligation to Monesy or when we have legal obligations requiring us to freeze, suspend, or limit your Funds, even after submitting a termination notice, your Account will be terminated; however, your Funds may be frozen, suspended, or limited. You will receive all related information if this happens.

15.5. You acknowledge that termination does not impact any Transactions or rights and obligations incurred before the date of termination. You may be required to either cancel or fulfill all outstanding orders, if any. You are responsible for covering any associated Fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees or transfer costs of Funds) related to the termination. If your Account is suspended, limited, or terminated, any pending Transactions to or from your Account will be reversed or declined, provided it is technically and organizationally feasible to do so.

15.6. Monesy reserves the right to unilaterally terminate these Terms and your Account, as well as to suspend the Services or refuse the provision of Service for:

- Legal or regulatory reasons;
- Breach of these Terms;
- Fraud, illegal activity, or security risks.

15.7. Any suspension or termination shall be proportionate, justified, and communicated, except where prohibited by law.

15.8. Additionally, Monesy may satisfy any obligations User owes to Monesy, either directly or by utilizing User`s Funds or assets held by Monesy or its partners' affiliates, under the following circumstances:

- Death or Incompetence. If the User dies or is declared legally incompetent, or if Monesy has reason to believe such events have occurred. In these cases, the Account will be suspended. We may take any actions necessary to comply with applicable laws. In case of any requests from the User`s representatives, they must provide us with legal proof confirming their authority.
- Insolvency or Legal Proceedings**.** If the User is subject to insolvency, receivership, judicial management, administrative management, or similar proceedings, your Account will be suspended. In case of any requests from the insolvency administrator, authorized beneficiary, or representative, they must submit valid legal documentation confirming their authority.

- Credit or Financial Concerns. If Monesy has reasonable concerns about the User`s creditworthiness or financial stability.
- Ineligibility or breach. If the User becomes ineligible to use the Services or access the Platform, such as becoming a resident of a not-supported or restricted jurisdiction or another non-compliance with eligible status, or breach of with these Terms, other applicable policies and laws, for example being suspected to be involved in illegal activities such as money laundering, terrorist financing, fraud, or other crimes that may be related to User Account or Transactions, or when Monesy reasonably suspects that the Funds or payment methods used by User were acquired unlawfully or are linked to illegal activities.
- Failure to Provide Information. If the User fails to provide required information or documents, submits false, incomplete, or outdated details, or if Monesy or its partners and service providers reasonably believe such information is inaccurate or inadequate.
- Other legal reasons. If required by these Terms, other applicable policies and laws or upon the request of a competent authority. For example, if termination is required by applicable law, a competent authority, or any ongoing legal, investigative, or other proceedings.
- Other Cases. As specified in these Terms.

15.9. Monesy reserves the right to suspend or limit the User Account, the Services, or any Transactions at any time under the following circumstances:

- Compromise or Security Concerns. If Monesy reasonably believes the User Account has been compromised or identifies other security risks.
- Suspicious Activity. If there is suspicious or unusual activity on the Account or related Transactions.
- Duplicate Accounts. If the User Account is identified as a second or subsequent Account created by the same User.
- Unauthorized Access. If Monesy reasonably suspects that multiple Users, persons, or entities are accessing the Account without proper authorization and verification from Monesy.
- Technical Maintenance. If updates, security fixes, or other technical maintenance are required for the Platform, Account, or associated facilities or technical infrastructure. User access will be restored once maintenance is complete.
- Outstanding Fees. If the Account has a negative balance or if the User owes any outstanding fees to Monesy.
- Access from not-supported or restricted jurisdictions. If the Account is accessed or there is an attempt to access it from not-supported or restricted jurisdictions.
- AML/CFT Issues. If issues arise during AML/CFT verification or monitoring, including those related to User identity, address, source of funds, etc.

- Ineligibility or breach. If the User becomes ineligible to use the Services or access the Platform, such as becoming a resident of a not-supported or restricted jurisdiction or another non-compliance with eligible status, or breach of with these Terms, other applicable policies and laws, for example being suspected to be involved in illegal activities such as money laundering, terrorist financing, fraud, or other crimes that may be related to User Account or Transactions, or when Monesy reasonably suspects that the Funds or payment methods used by User were acquired unlawfully or are linked to illegal activities.
- Failure to Provide Information. If the User fails to provide required information or documents, submit false, incomplete, or outdated details, or if Monesy or its partners and service providers reasonably believe such information is inaccurate or inadequate.
- Other legal reasons. If required by these Terms, other applicable policies and laws or upon the request of a competent authority. For example, if suspension is required by applicable law, a competent authority, or any ongoing legal, investigative, or other proceedings.
- Other Cases. As specified in these Terms.

15.10. Before the termination, please ensure the preservation of any data you wish to retain.

15.11. Upon termination, any content, data, and information within our records will be permanently deleted unless we are required or permitted by applicable laws and regulatory requirements to retain such content, data, or information.

## 16. Governing Law and Jurisdiction

16.1. Applicable Law. These Terms, along with all other relationships between you and Monesy, shall be governed by and interpreted under the laws of El Salvador, excluding its conflict of law principles unless expressly stated otherwise.

16.2. Dispute Resolution. All disputes arising in connection with these Terms, the Platform, or your use of the Services, including matters relating to consumer rights, if not resolved in a pre-trial procedure, shall be subject to the jurisdiction of the competent courts of El Salvador, unless the parties mutually agree on an alternative dispute resolution procedure.

Users who qualify as consumers under the Ley de Protección al Consumidor have the absolute and non-waivable right to:

- Submit any dispute to the competent courts of El Salvador;
- Reject arbitration and choose judicial resolution;
- Access small claims courts or consumer protection tribunals;
- File complaints with the Defensoría del Consumidor;
- Nothing in these Terms limits, restricts, or waives these fundamental consumer rights

Subject to the User`s consent, Monesy may offer dispute resolution through any arbitration body. Users have the option to accept or reject this alternative dispute resolution method.

- The claimant must notify the other party of their intent to file a lawsuit by providing a written notice to sue.
- If the parties cannot resolve the dispute within 30 calendar days from the date the notice is issued, the claim may then be filed with the appropriate court.

Arbitration Venue. If the User agrees with Arbitration resolution, the arbitration proceedings shall be conducted through the Mediation and Arbitration Center of the Chamber of Commerce and Industry of El Salvador according to the Rules of the Mediation and Arbitration Center of the Chamber of Commerce and Industry of El Salvador.

**Arbitration Process (if Parties agree on Arbitration).**

1. The number of arbitrators shall be one (1)
2. The language of arbitration shall be Spanish, unless the User prefers English
3. The parties shall communicate and update the CNAD on a monthly basis regarding the initiation, processing, and completion of the arbitration process

If, for any reason, the parties do not expressly submit to arbitration or have not expressly submitted to the jurisdiction of the courts or tribunals of any country, it shall be understood that they have submitted to the jurisdiction of the courts of the Republic of El Salvador.

## 17. Acceptance and Electronic Contracting

These Terms are concluded through electronic means and constitute a valid and enforceable contract under Salvadoran law.

Acceptance occurs through explicit affirmative action (including, but not limited to, clicking an acceptance button, registering an account, or using the Services).

Monesy retains electronic records of acceptance, which may be used as evidence, without prejudice to the User’s right to challenge them under applicable law.

## 18. Miscellaneous

18.1. The specific terms and conditions primarily outlined in the contract entered into between you and Monesy shall prevail over any provisions in these Terms and/or other Platform regulations unless otherwise agreed between you and Monesy.

18.2. If any provision of these Terms is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

18.3. In case of any contradiction between the Spanish version of these Terms and any of its translations, the Spanish text shall prevail.

18.4. You may not assign or transfer any of the rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt shall be deemed null and void. Monesy may assign and transfer its rights and obligations under these Terms to a third party.

18.5. These Terms are officially executed and published in Spanish ("Versión Oficial en Español"). The Spanish version constitutes the legally binding version for all purposes under Salvadoran law.

Monesy may provide translations on the Website in other languages, including English, for convenience only. Such translations have no legally binding effect.

In case of any discrepancy between the Spanish version and any translation, the Spanish version shall prevail in all respects.

18.6. If you have any questions or concerns or want to provide notice to us as required under these Terms, please contact us via email at: sp@monesy.io.

## 19. Modifications to the Terms

19.1. Monesy may modify these Terms from time to time for valid reasons (legal, regulatory, security, or service-related).

19.2. Users shall be notified at least 30 calendar days in advance of material changes.

19.3. If the User does not agree with the modifications, they may terminate the contract without penalty before the changes take effect.

## Part II. Special Terms regulating various Services and Digital Assets Operations.

1. **Exchange Service**
    a. Exchange Service allows you to sell one type of Funds supported by Monesy (e.g., Fiat) in exchange for another type of Funds supported by Monesy (e.g., Crypto-assets). The exchange rate is determined by Monesy and displayed at the time the Exchange Transaction is initiated. This service is subject to applicable Fees, and certain Exchange Transactions may be unavailable or unsupported in specific markets and regions. Please note that solely conversions involving Crypto-assets are supported.
    b. The Exchange Service may be available on the Platform or via the gateway operated by Monesy and deployed on third parties' websites.
    c. Use of the gateway operated by Monesy and deployed on third-party's website may be subject to additional agreement between you and the entity operating such third-party website
    d. To initiate an Exchange Transaction, you must select an available payment method. Please be aware that certain payment methods may not be accessible in specific regions. Monesy does not guarantee the availability of any particular payment method and reserves the right to modify, restrict, or discontinue any payment method at its discretion and without prior notice. Some payment methods may require additional steps, such as identity verification or providing supplementary information to Monesy or its third-party providers.
    e. When performing Exchange Transactions, you are permitted to use only a wallet or a payment account that belongs to you and is registered in your name or one for which you can explicitly demonstrate ownership. Fiat-related Exchange Transactions may involve External Providers, and their respective terms and conditions will apply.
    f. Depending on the selected payment method, you may be required to provide additional information or complete further steps as reasonably requested by Monesy or the External Provider to ensure the successful processing of the Exchange Transaction.
    g. Exchange Transactions are subject to applicable Fees and exchange rates charged by Monesy, which are displayed at the time the transaction is initiated. We may also publish the applicable Fees on the Platform. All applicable fees will be deducted directly from the amount involved in the Exchange Transaction.
    h. Exchange Transactions are executed based on the exchange rate determined solely by Monesy at the time of transaction initiation. This rate may vary from prevailing market rates. Rates will be displayed at the time the transaction is initiated.
    i. Upon initiation of the Exchange Transaction, as evidenced by a Transaction report or corresponding bank/Blockchain data, Monesy holds no further responsibility for the completion of the Transaction.
    j. Exchange Transactions are subject to limits established by Monesy, special KYC/KYB requirements, AML/CFT compliance measures, and the security or legal procedures of third-party providers. If you reach these limits or receive compliance

requests, your ability to perform further Transactions may be restricted until you fulfill the necessary actions.

k. Specific Transaction limits and minimum thresholds depend on the chosen payment method and the type of Funds being exchanged.
l. Monesy reserves the right to decline or refuse to initiate an Exchange Transaction in the following cases:
    - Regulatory compliance concerns, such as AML/CFT obligations.
    - Insufficient Funds to cover the Exchange Transaction amount, Fees, conversion rates, or other charges.
    - Invalid or incorrect payment details or digital wallet address.
    - The transaction amount falls below Monesy's minimum thresholds.
    - Technical issues are preventing the transaction's initiation or completion.

m. All Exchange Transactions must be conducted under your name and exclusively for your benefit. Transactions on behalf of or for the benefit of third parties are strictly forbidden. Transactions are only allowed between your Account and other Fiat accounts or digital wallets registered in your name or with proven ownership.
n. Exchange Transactions will only be initiated when (i) you comply with all terms, eligibility, and other conditions outlined in the Terms, and (ii) Monesy receives from you Funds sufficient to cover the Transaction amount, applicable Fees, exchange rates, commissions, and other applicable fees.
o. The duration of Exchange Transactions may be out of our control and depends on the involvement of External Providers and the operational conditions of the Blockchain network.

**2. Spot Transactions**

a. Spot transactions are Exchange Transactions that must be settled within the time agreed between you and Monesy, or at the latest within twenty-four (24) hours from the closing of the transaction.
b. To execute a spot Exchange transaction, you must:
    - Comply with all relevant obligations at least one day prior to the settlement of the transaction
    - Have sufficient funds to cover the transaction amount, applicable fees, and any other charges
    - Use only payment methods that belong to you and are registered in your name
    - Complete any required identity verification procedures
    - Comply with all applicable requirements to general Exchange Transaction as provided in these Terms, including section 1 “Exchange Service” of part II of these Terms.
c. Within the category of spot transactions, "Today's Transactions" are those settled on the same day on which they were arranged, no later than midnight of said day. These transactions are processed with priority and are subject to the same requirements as regular spot transactions.

d. Transaction shall be processed under the general conditions outlined in section 1 “Exchange Service” of part II of these Terms above.
e. Limitations are applicable under general conditions outlined in section 1 “Exchange Service” of part II of these Terms above.

### 3. Forward Transactions

**IMPORTANT NOTICE:** Monesy does not offer Forward Transactions. This section is included for compliance purposes only.

Forward transactions are Exchange transactions that occur when the delivery of fiat money or digital assets must be made some time after they have been concluded. The term for delivery or payment of the digital assets traded may not be less than two (2) business days nor more than one (1) year.

Forward transactions are deferred settlement, Exchange transactions where delivery occurs after the transaction conclusion date. These are structured as spot Exchange services with deferred settlement and do NOT constitute derivatives, securities, or investment instruments under Salvadoran law.

### 4. Optional Purchase or Sale Transactions

**IMPORTANT NOTICE:** Monesy does not offer Optional Purchase or Sale Transactions. This section is included for compliance purposes only.

Optional Purchase or Sale Transactions are operations where the purchaser or the seller, or both parties, reserve the right to rescind the contract and not carry out the operation within the agreed term, which may not exceed one calendar year.

These transactions do not constitute derivatives, securities, or investment instruments under Salvadoran law and are strictly limited to exchange services permitted for Digital Asset Service Providers.

### 5. Settlement of Transactions

a. Monesy has established the following settlement and clearing procedures for all Exchange transactions:
    1. Upon initiation of a transaction, Monesy verifies the availability of funds and compliance with all requirements
    2. For digital asset purchases, fiat funds are deducted from your payment method and digital assets are transferred to your designated wallet
    3. For digital asset sales, digital assets are transferred from your wallet and fiat funds are sent to your designated payment method
    4. All settlements are executed according to the timeframes specified for each transaction type

b. Confirmation of Settlement
    1. You will receive an electronic confirmation once the transaction is settled
    2. The confirmation will include all relevant details of the transaction
    3. If you find any discrepancies or inaccuracies, you must object in writing within five (5) days of receiving the communication.

c. Failed Settlements. In case a settlement fails due to:
    - Insufficient funds
    - Technical issues
    - Regulatory compliance concerns
    - Other relevant issues

d. Monesy will:
    1. Notify you of the failure and the reason
    2. Provide instructions for completing the transaction if possible
    3. Reverse the transaction if necessary
    4. Return any funds already received, minus applicable fees, if the transaction cannot be completed

**6. Seizures, Freezing Orders, and Judicial Measures**

a. **Legal Framework**
Monesy complies with all lawful orders from competent judicial or regulatory authorities regarding seizure, freezing, or restriction of User assets, in accordance with Código Procesal Civil y Mercantil, Código Procesal Penal, and the Special Law Against Asset Laundering (Legislative Decree No. 426/2025).

b. **Implementation Timeline**
Upon verification of a valid order, Monesy shall implement the freeze within two (2) hours during business hours (8:00 AM to 6:00 PM El Salvador time, Monday-Friday), or by 10:00 AM the next business day if received outside business hours.

c. **User Notification Requirements**
    - Timing: Within twenty-four (24) hours of implementation if the order does not prohibit User notification;
    - As soon as legally permitted if confidentiality requirements apply;
    - Within seventy-two (72) hours in all cases, unless extended confidentiality is required by ongoing investigation.

d. **CNAD Reporting.** Monesy shall notify CNAD within twenty-four (24) hours of implementation, providing details of the issuing authority, case reference, type and amount of assets frozen, and whether User has been notified.

**7. Protection of Acquirers' Assets.**

a. Monesy implements the following measures to protect your assets:

1. Confidentiality: We maintain the confidentiality of all personal information provided by users, keeping it secure at all times and being directly responsible for its safeguarding
2. Data Security: We employ industry-standard encryption and security protocols to protect your data and assets
3. Secure Storage: Digital assets are stored using secure technologies with appropriate backup systems
4. Access Controls: We implement strict access controls to systems containing user information and assets
5. Regular Security Audits: Our systems undergo regular security audits to identify and address potential vulnerabilities
6. No Payment Data Storage: We do not store full card numbers, CVV codes, PINs, magnetic stripe data, or banking credentials. All payment processing is handled by PCI DSS certified third-party processors. We only retain non-sensitive transaction details (last 4 digits, amounts, dates) for compliance purposes.
7. No Custody: We do not provide safeguarding, custody, or administration of digital assets or the means to access or control them on behalf of or in favor of third parties. Our access to the Client`s Funds is strictly limited to a short-term holding period necessary to complete exchange or execution operations.

b. Information Leakage Responsibilities. In case of any leakage of user information:
    1. Monesy will take immediate action to mitigate the impact and secure the affected systems.
    2. Affected users will be notified as soon as possible.
    3. Monesy will be responsible for paying economic compensation to affected clients.
    4. Monesy will pay any corresponding regulatory fines.

c. Compensation Process.
    1. Upon confirmation of an information leak affecting your account, Monesy will initiate the investigation process.
    2. The compensation amount, where applicable, will be determined based on the nature and extent of the leak and its impact.
    3. You will be notified of the proposed compensation and the payment method
    4. Compensation will be processed within a reasonable timeframe after agreement.