



Terms and Conditions of Service

TERMS AND CONDITIONS OF SERVICE

Colurs (hereinafter, "Colurs") is the owner of the Colurs App, through which user registration is made, and information about its products and services is provided. Through the website www.colurs.io, indexing, location, identification, determination of preferences, interests, and tastes of consumers are achieved, while also providing customer service. Colurs is responsible for processing your personal information in relation to all the information it collects and receives from you when you use the website or contract our products and services.

By accessing, using, or registering on our website, application, or any related platform, you agree to fully comply with these Terms and Conditions of Service (hereinafter, "Terms").

Any person who registers on the application will be considered a "user" and expressly, automatically, and voluntarily accepts the legal notice in force at the time of registration, as well as the specific conditions that may apply. Therefore, we recommend that you carefully read its content if you wish to access and use the information, products, and services offered.

1. Definitions

Digital Asset: means any digital asset (also known as "cryptocurrency," "virtual currency," "digital currency," "crypto-tokens," "virtual tokens," "digital tokens," or "digital payment tokens"), including but not limited to USDT, USDC, Matic, Bitcoin, and Ether, which is issued, stored, and/or transferred based on the protocol of a computer network or blockchain that is not Fiat Currency, a security, or a stock. Such network or blockchain may be (a) centralized or decentralized, (b) with or without permission, and/or (c) based on closed or open-source software.

Colurs API: refers to the APIs provided to you by Colurs as a service, including, but not limited to, APIs that facilitate your access to Colurs Services and/or the Colurs Platform and any service, function, and feature made available through these APIs by Colurs or on its behalf.

API: "Application Programming Interface," refers to the interface that connects Colurs' software with the CLIENT's software.

Application: refers to any application developed or provided by Colurs that allows you to use or otherwise access the Service and/or the Account.

Regulatory Authority: means any foreign, national, state, federal, cantonal, governmental, local, executive, legislative, judicial, administrative, supervisory, or regulatory authority, agency, quasicorporate authority, court, commission, government organization, self-regulatory organization, tribunal, arbitration panel, or supranational organization, or any division or instrumentality thereof, including any tax authority.

Client: refers to legal or natural persons who contract the services of Colurs, also known as CONTRACTORS.

Technology Infrastructure Usage Fee: Fee applied to Users for using Colurs' technology infrastructure. Colurs may modify this fee at any time without requiring authorization from the Client or the User.

Bank Account: refers to the User's bank account with an authorized bank linked to the Colurs Platform.

Concentrator Account: A bank account registered under Colurs' name that allows for automatic tracking and reconciliation of payments and other bulk or batch transactions made by the CONTRACTOR.

Account: refers to a User account opened, maintained, and/or used with Colurs to access the Colurs Platform and/or acquire any Service.

Digital Asset Custody – Custodial Wallet: digital wallet where full control of cryptocurrencies and other digital assets is maintained.

Personal Data: refers to data that identifies a person or relates to an identifiable person. This includes information you provide to Colurs, information automatically collected about you, and information obtained by Colurs from third parties.

Intellectual Property Rights: refers to (a) copyrights, patents, database rights, and rights over trademarks, designs, technical knowledge, and confidential information (whether registered or not); (b) applications for registration, and rights to apply for registration, of any of the above rights; and (c) all other intellectual property rights and forms of equivalent or similar protection existing worldwide.

External Wallet Address: refers to the address(es) of one or more external wallets (outside the Colurs Platform) of Digital Assets owned by you and/or a third party.

Payment Disbursement: Disbursement service that simplifies financial management by allowing multiple payments through a single banking operation using a concentrator account, where the client's funds are stored, from which transfers are made to all accounts authorized by the client. The advantage is that it eliminates the need for multiple checks or bank transfers.

Colurs Affiliates: refers to the group of companies related to Colurs, either by control or common ownership.

Fork: refers to unexpected or controversial changes in the underlying operational rules of certain Digital Assets that may occur from time to time in a way that results in the creation of one or more related versions of an existing Digital Asset.

Know Your Customer (KYC)/Anti-Money Laundering (AML)/Anti-Terrorist Financing (ATF): refers to the process of identifying and verifying customers to prevent financial crimes.

Applicable Laws: refers to all relevant laws (including common law), statutes, principles of equity, standards, regulations, principles, and regulatory requirements, notices, orders, mandates, court decisions, statutes, resolutions, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes, and interpretations applicable to the provision, receipt, or use of Services.

Restricted Lists: refers to lists of persons and entities involved in suspicious activities, investigations, sanctions, proceedings, or convictions for money laundering and terrorism financing, both nationally and internationally.

Trademarks: means "colurs.io", "Colurs" and all logos, trademarks and/or service marks related to the Services and/or the Colurs Platform, whether or not registered by Colurs or its licensors.

User Materials: refers to the documents, reviews, posts, information data, and comments that you or other Users provide to Colurs on the Colurs Platform, including your Intellectual Property Rights.

Fiat Currency: means any national or supranational currency issued by a government or central bank.

Written Notice: means a written communication sent by either Party through any of the authorized communication channels in this User Agreement.

Commercial Offer: Offer of products and/or services provided by COLURS. This includes technical features of the offered product and/or service, terms and conditions, fees, among others.

On/Off-Ramps: Online application that facilitates the purchase of digital currencies through conventional payment methods such as credit cards or bank transfers; and allows obtaining cash or bank deposits when selling them.

Payment Gateway: A service that automates the payment operation between the buyer and the seller through computer processes that verify, accept, or reject transactions on behalf of the merchant through secure internet connections.

Colurs Platform: refers to the digital platform that Colurs may make available to you through the Service and/or by accessing the Account through various means, including the Website, the Application, Colurs API, and any other means Colurs may define from time to time.

Privacy Policy: refers to Colurs' privacy policy, with its modifications, additions, or replacements from time to time.

Travel Rule Regulation: means the guidelines or regulations applicable to VASPs (Virtual Asset Service Providers) for the prevention of money laundering and terrorism financing.

Representatives: means any agent, director, or executive of Colurs.

Sandbox: Controlled testing environment for knowledge of COLURS' software and APIs.

Services: refers to any service made available or delivered by Colurs through the Platform, the Application, or Colurs' APIs, and any other service described in this document, as it may be modified from time to time.

Website: refers to Colurs' website at www.colurs.io.

SMS: Short Message Service or text messaging services.

Top up: Refers to the reloading of resources that the customer performs to their personal wallet, through COLURS' systems.

Transaction: refers to any operation and/or transaction involving Digital Asset(s) or other assets/products permitted by Colurs on the Colurs Platform, including purchase, sale, receipt, sending, conversion, etc.

User: refers to any individual or person for whom Colurs maintains or continues to maintain one or more Account(s) for the provision of Services, including THE CONTRACTOR.

Users: refers to individuals or legal entities with whom the CONTRACTOR has a contractual and/or commercial relationship, and to whom COLURS makes disbursements on behalf of the CONTRACTOR. In all cases, it is understood that COLURS does not have a contractual relationship with the users.

Wallet: Interface that stores the keys to execute a transaction with Virtual Assets.

2. Purpose

By using our Platform as a User, you acknowledge that you are freely, voluntarily, and electronically entering into a Platform Use Agreement with us. This agreement includes these terms and conditions, our Privacy Policy, and any other binding document published on our Platform or made available to you by any other means.

For Users to give their consent to this agreement, they must (i) have the legal capacity to enter into a binding contract or to perform legal acts on their own behalf, (ii) have read and accepted these Terms and Conditions, and (iii) comply with any other requirements we deem appropriate.

3. Digital Assets and Service

About Digital Assets

The Service does not send or receive money. Like a Bitcoin wallet, the Service allows you to interact with the Bitcoin network to view and transmit information about a cryptographic public key commonly known as a Bitcoin address, sometimes referred to here as a "Bitcoin account." To transmit information about a Bitcoin account to the Bitcoin network, the corresponding private key(s) for the Bitcoin account are required. The Service requires three private cryptographic keys associated with each Bitcoin account, and Colurs only controls one of these private keys. Two of the three private keys associated with a Bitcoin wallet are needed to make a "transfer" of Bitcoin from a Bitcoin account (i.e., to unlink Bitcoin from one Bitcoin wallet and link it to another Bitcoin wallet). Once the Bitcoin network recognizes the information sent from the Service and validates it, the information is transmitted to other people and businesses on the Bitcoin network, and the Service cannot be used by you to cancel or reverse Bitcoin-to-Bitcoin transactions. The same is true for other cryptocurrencies and digital assets for which we provide wallets ("Digital Assets"), including (as of the last update to these Terms) Bitcoin, Ether, XRP, and Litecoin, [depending on which wallet services the customer has requested from Colurs].

Digital Asset Protocols and Network Fees

Colurs does not own or control the underlying software protocols that govern the operation of Digital Currencies. Digital Asset protocols are subject to changes in the protocol rules (called "forks"), and such forks may materially affect the value, function, or name of the Digital Asset. You acknowledge and agree (i) that Colurs is not responsible for the operation of the underlying protocols of Digital Assets and that Colurs does not guarantee their functionality, security, or availability; and (ii) that if a fork occurs, Colurs may temporarily suspend Services related to the affected Digital Asset, and Colurs may decide not to fully support the forked protocol or may configure its Services to allow you to transfer the affected Digital Asset.

Management of Your Keys

Colurs only controls one of the three private keys for a Digital Asset wallet provided by the Service. You are solely responsible for maintaining the security of the other two private keys. If you designate a third party to control one or more of your private key(s), whether such designation is made through the Service or not (for example, through a key recovery service), Colurs is not responsible for the actions or omissions of that third party. The control of these keys will allow that third party to transfer all your Digital Assets from your wallets, and you may never recover those Digital Assets.

Wallets and Digital Assets

Your wallets and your Digital Assets are your responsibility. Colurs cannot perform transactions that transfer Digital Assets from your wallets except in conjunction with a request or instruction through the Service by you or someone who has your private keys. You may need both private keys not controlled by Colurs to initiate the transfer of Digital Assets.

Passwords and Security

You are responsible for maintaining proper security and control over all login IDs, passwords, private keys, personal identification numbers (PINs), and any other codes you use to access the Service. You will be solely responsible for the private keys we provide to you or that you generate for our wallets, and for maintaining secure backups. You must prevent unauthorized access to or use of the Services using your account credentials or private keys, and notify us immediately of any unauthorized access or use of such. You must keep your account ID, passwords, and any other account credentials confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. You will notify us at support@Colurs.com of any security breach of your account, system, or network as soon as possible. You will cooperate with us in investigating any unauthorized access or use of the Services using your account credentials or private keys, and any security breach of your account, system, or network, and will provide us with the results of any third-party forensic investigation you conduct. You will be responsible, and Colurs will not have any responsibility, for any activity conducted with your Colurs Service account using your account credentials, whether authorized by you or not.

Identity Authentication

You must be at least 18 years old, or the required age under applicable law, to register for a Colurs Service account. You will provide Colurs and its affiliates with accurate, current, and complete information about you as requested during the registration process or as Colurs may request from time to time, and you will keep this information updated. You authorize Colurs to conduct any investigations it deems necessary to validate your identity and agree that Colurs may do so using third-party service providers.

Third-Party Services

In connection with your use of the Services, you may be informed about or offered services, content, features, products, Non-Colurs Applications, offers, and promotions provided by third parties (individually and collectively, "Third-Party Services"). We may make Third-Party Services available to you. However, our inclusion or promotion of Third-Party Services does not reflect a sponsorship, endorsement, approval, research, verification, certification, or monitoring of such Third-Party Services by Colurs. Your acquisition of Third-Party Services, and any data exchange between you and any provider other than Colurs, is solely between you and such provider. Colurs does not in any way guarantee the Third-Party Services. Under no circumstances will we have any liability for Third-Party Services. You use Third-Party Services at your own risk and under the terms and conditions between you and the Third-Party Service provider, which are different from the provisions of these Terms.

Taxes

Our fees do not include any tax, levy, duty, or similar government assessment of any nature, including, for example, value-added tax, sales tax, use tax, or withholding tax, assessable by any jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases under this Agreement. If we have a legal obligation to pay or collect Taxes

that you are responsible for, we will invoice you, and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the relevant tax authority. For the avoidance of doubt, we are solely responsible for Taxes imposed on us based on our income, property, and employees ("Colurs Taxes"). If applicable law requires you to withhold Colurs Taxes from your payment(s) to Colurs, you will provide reasonable assistance to Colurs regarding such Colurs Taxes by: (a) promptly providing Colurs with valid tax receipts and other required documentation evidencing your payment of such Colurs Taxes; and (ii) helping Colurs apply for reductions of such Colurs Taxes.

Risks

You acknowledge that the use of Digital Assets, their networks, and protocols carries significant risks. It is your duty to educate yourself about all the risks involved with Digital Assets, their protocols, and networks. There are many risks, and describing them could fill chapters of a book. For example, the value of Digital Assets can change rapidly, increase or decrease unexpectedly, and even fall to zero. For instance, a Bitcoin transaction may remain unconfirmed for a period of time (generally less than an hour, but up to a day or more) and may never complete if it stays pending. Additionally, if you send ERC 20 tokens to your Ether wallet that does not support ERC 20 tokens, your tokens will be completely lost and will not be recoverable. Even if Colurs alerts you to some of the risks involved with Digital Assets, their protocols, and networks, Colurs is not responsible for alerting you to all these risks. Colurs has no control over, and makes no representations regarding, the value of Digital Assets or the security of their networks or protocols.

4. Use of the Service

Permitted Use: You agree to use our services only for legal purposes and in accordance with applicable local, national, and international laws. In particular, you agree not to:

- Conduct digital asset transactions derived from illegal activities.
- Conduct transactions that violate intellectual property rights or that are fraudulent.
- Use the services for activities related to money laundering, terrorist financing, or any other activity prohibited by law.

Fees and Charges: The use of certain services, such as ON/OFF Ramps and payment gateways, may be subject to fees and charges, which will be detailed on the platform before completing a transaction. You agree that these fees may change without prior notice.

Modifications: We reserve the right to modify, suspend, or discontinue the services at any time, and such modifications will be communicated to you through the platform.

Your Privacy

Please review our Privacy Policy located at <https://www.Colurs.com/privacy> ("Privacy Policy") to understand our

commitments to maintaining your privacy. You agree to the collection, use, and disclosure of information as described in the Privacy Policy.

Account Communications

We may send you emails related to the Service, including notices, updates, and changes to the Terms. We may also send you promotional emails and materials about Colurs products and services, from which you may unsubscribe by following the instructions provided in the email.

Suspension and Termination

We reserve the right to temporarily suspend or terminate your access to the Service at any time at our sole discretion, with or without cause, and with or without notice, without incurring any liability. For example, we may suspend or terminate your access to or use of the Service for: (a) actual or suspected violation of these Terms; (b) use of the Service in a way that may cause Colurs to have legal liability or interrupt other users' access to the Service; and (c) scheduled downtime and recurring downtime, or unplanned technical issues and outages.

Unacceptable Use

You will not use, nor encourage or assist third parties to: (a) use unauthorized means to access the Service or use any automated process or service (such as a bot, spider, or periodic caching of information stored by Colurs) to access or use the Service, or distribute instructions, software, or tools for that purpose; (b) modify, alter, manipulate, repair, or create derivative works from the Service; (c) interfere with or disrupt the servers or networks used by Colurs to provide the Service; (d) damage, disable, overload, or impair the Service (or any network connected to the Service); (e) use another user's account at any time except through a mechanism provided by Colurs and authorized by the user; (f) use the Service in any way or for any purpose not expressly permitted by these Terms, the Privacy Policy, any user guide of Colurs, and policies available through the Service ("Policies"); (g) engage in illegal or fraudulent activities, perpetrate a scam, or engage in phishing schemes, forgery, or other similar data manipulation; (h) send junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (i) advertise or promote a commercial product unless your account is subject to a separate agreement that governs that relationship and your compensation to Colurs. Colurs may determine, at its sole discretion, whether and what action to take in response to an alleged violation of these Terms, and any action or inaction in a particular case will not dictate or limit our response to a future complaint.

Product Updates

Colurs may, at its sole discretion, deploy unscheduled changes, updates, or improvements to the Service at any time. We may add or remove functionalities or features, and we may discontinue the Service entirely. Depending on your device settings, we may automatically check your App version and automatically download new versions of the App to your device.

License and Restrictions

Colurs grants you a personal, non-transferable, non-exclusive license to use the Service as provided by Colurs. This license is conditioned and restricted by the terms and conditions in these Terms. Additionally, this license is for personal and non-commercial use. You may not (nor permit anyone else to) copy, modify, create a derivative work, reverse engineer, decompile, or attempt to extract the source code of the Service, or any part thereof, except (and only) to the extent permitted by applicable law. You may not assign (or grant a sublicense of) your rights to use the Service, grant an interest in or over your rights to use the Service, or otherwise transfer any part of your rights under these Terms. If Colurs provided you access to any of the Services (e.g., a mobile app) in exchange for a fee, this license is conditioned on the payment of any fees due. These Terms do not grant you any right or permission to copy, distribute, modify, or otherwise use any application programming interface, notwithstanding any contrary provision. No title or ownership of any proprietary rights related to the Service is transferred to you under these Terms. All rights not expressly granted to you under these Terms are reserved by Colurs.

Colurs Trademarks and Feedback

Colurs does not grant you any license or consent to use or display in any manner Colurs' trademarks, service marks, logos, or slogans. If you provide us with feedback, suggestions, or recommendations regarding the Services (including modifications, improvements, upgrades, or suggested changes to the Services, or any feature or function of the Services) (collectively, "Feedback"), you grant us and our affiliates a worldwide, royalty-free, irrevocable, perpetual (with the right to grant and authorize sublicenses) license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, publicly perform, and otherwise exploit such Feedback without restriction, even in connection with the Services and any updates, extensions, or successive versions of the Services.

5. User Content

Your Content

You are responsible for the content you provide or make available through the Service ("User Content"), or that other users provide or make available. Colurs will not be held responsible for any result arising from the deletion, correction, destruction, damage, loss, or failure to store or encrypt any User Content. If your access to the Service is suspended or terminated, you will not have access to the User Content.

Sharing Content

If you enable features that allow you to share User Content with others, anyone with whom you share User Content (including the general public, in certain circumstances) may have access to your User Content.

License

By this, you grant Colurs and its contractors the right to use, modify, adapt, reproduce, distribute, transmit, display, and disclose User Content as reasonably necessary to provide the Service or as otherwise permitted by these Terms. You represent and warrant that: (a) you have all the rights in the User Content you provide necessary for you to use the Service and grant the rights under these Terms; and (b) the storage, use, display, reproduction, distribution, modification, adaptation, or transmission of such User Content does not violate any law or these Terms.

Responsibility

You will be: (a) solely responsible for the nature, quality, and accuracy of the User Content; (b) ensuring that the User Content (including its storage or transmission) complies with these Terms and all applicable laws and regulations; (c) handling and resolving promptly any notice or claim related to the User Content, including notices sent by anyone who claims that any User Content violates the rights of any person, such as takedown notices under the Digital Millennium Copyright Act and any other notices; and (d) maintaining adequate backup copies of the User Content, which may include using additional encryption technology to protect the User Content from unauthorized access.

Inappropriate Content

You will not store or transmit inappropriate User Content, including any User Content that: (a) contains illegal, defamatory, threatening, pornographic, abusive, defamatory, or otherwise objectionable material of any kind or nature; (b) contains material that encourages conduct that could constitute a criminal offense; (c) violates the intellectual property rights or publicity or privacy rights of third parties; (d) contains or uses computer viruses or other harmful or damaging code, files, or programs such as trojans, worms, time bombs, cancelbots, or spyware; or (f) harms, threatens, or harasses another person, organization, or Colurs.

6. Registration and User Account

6.1. Account Creation: To access the services offered, you must create an account with us. During registration, you will be asked to provide accurate and truthful information, which may include your name, email address, financial information, and, in some cases, additional information to comply with security regulations.

6.2. Identity Verification: For the provision of services, you may be required to go through an identity verification process (KYC, which stands for "Know Your Customer"), which includes verifying personal documents and/or proof of residence.

6.3. Account Responsibility: You are responsible for maintaining the confidentiality of your account and password and agree to immediately notify the company of any unauthorized use of your account or if you suspect any security breach.

7. Wallet Custodial

7.1. Security of Funds: Colurs is committed to providing secure custody solutions for our users' digital assets. However, we are not responsible for any loss or damage to funds resulting from user mishandling, negligence, or events beyond our reasonable control.

7.2. Access to Funds: Users have access to their funds at any time through their account. Funds will be subject to the platform's security policies and withdrawal procedures, which may include limits, fees, or processing times depending on the type of transaction.

7.3. Digital Asset Risk: You acknowledge that digital assets, including but not limited to cryptocurrencies, are subject to market volatility. Colurs assumes no responsibility for any loss in value of digital assets.

8. Payments and Transactions

8.1. ON/OFF Ramps and Payment Gateways: Through our ON/OFF Ramp and Payment Gateway services, we facilitate the conversion of digital assets to fiat currencies and vice versa. This includes methods such as bank transfers, credit/debit cards, and international payments.

8.2. Payment Processing: By using our payment gateway solutions, you authorize Colurs to process payments for transactions made through our infrastructure, in compliance with the regulations and standards of the involved payment systems.

9. Privacy and Data Protection

Privacy Policy: The use of our services is subject to our Privacy Policy, which explains how we collect, use, and protect your personal information, including payment transactions and data related to digital asset custody.

10. Limitation of Liability

10.1. Exclusion of Liability: To the fullest extent permitted by law, Colurs shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use our services, nor for any fluctuation in the value of digital assets.

10.2. Service Interruptions: We are not responsible for service interruptions caused by technical failures, scheduled maintenance, force majeure, or acts beyond our control.

11. Modifications to the Terms

We reserve the right to modify these Terms at any time. Modifications will be posted on this page and will take effect immediately upon publication. We recommend that you review this page regularly to stay informed of any changes.