SMARTLYY

Terms of Service

Effective 30 October 2026 · Smartlyy Ltd, company number 16587096, registered in England and Wales

Our regulatory status

Smartlyy Ltd is a technology company. It is not a bank and is not authorised or regulated by the Financial Conduct Authority. Smartlyy does not hold client money and does not custody your digital assets. Regulated services are provided by licensed partners, who are named when you use the relevant service.

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1. About these terms

These terms are a contract between you and Smartlyy Ltd (“Smartlyy”, “we”, “us”), a company registered in England and Wales, company number 16587096, of 20-22 Wenlock Road, London N1 7GU, United Kingdom. They apply to our website, our mobile and web applications and any related service (the “Services”). By creating an account or using the Services, you agree to these terms and to our Privacy Policy. If you do not agree, do not use the Services.

If you use the Services for a business, you confirm that you are authorised to bind it, and “you” includes that business.

2. Our services

Smartlyy provides software that lets you send money across borders to recipients using stablecoin settlement, hold a balance that is shown in your local currency, and, where available, use named currency accounts and cards provided by our partners. Availability depends on your country of residence and on our partners.

Smartlyy is a technology provider. Accounts, currency conversion, card issuing, payouts to bank accounts and mobile wallets, and other regulated activity are carried out by licensed third party partners. When a service is provided by a partner, we identify the partner when you use it, and the partner’s terms apply in addition to these terms. Our partners include Latitude and Bridge for accounts and currency conversion, Thunes for payouts, and Privy for wallet infrastructure.

We do not give financial, investment, tax or legal advice. The Services are not an investment product.

3. Who can use Smartlyy

To use the Services you must:

- be at least 18 years old and have legal capacity to enter a contract;
- live in, or be a business registered in, a country we and our partners support;
- not be on any sanctions list, and not be owned or controlled by someone who is; and
- use the Services only for lawful purposes and on your own behalf, or on behalf of a business you are authorised to represent.

4. Your account and verification

You must give accurate and complete information and keep it up to date. We and our partners must verify the identity of every user, and of business owners and directors for business users, before you can use some or all features. We may ask for further documents, such as proof of address or source of funds, at any time.

You must keep your login details secure and tell us at once if you think someone else has accessed your account. You are responsible for activity on your account unless you have told us promptly of unauthorised access and the law says otherwise.

We may refuse to open an account, or limit, suspend or close an account, where we or a partner cannot complete verification or where required for legal or risk reasons.

5. Wallets

Where the Services provide a non custodial wallet, you control it. Smartlyy does not hold, control or have access to your private keys or to the funds in your wallet, and cannot move them without your confirmation.

You are responsible for your sign in methods, your recovery methods and the security of your devices. If you lose access and have no recovery method, we may not be able to help you regain access to your wallet or funds. We cannot reverse, cancel or recover a

transaction that you have confirmed.

Wallet technology is provided by third party infrastructure providers, such as Privy, whose terms may apply to you.

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6. Transfers

You must review and confirm each transfer yourself. Before you confirm, check the recipient, the amount, the fees, the exchange rate and any delivery details shown to you. Once you confirm, a transfer that is settled on a blockchain is final and cannot be reversed.

You are responsible for giving correct recipient details. If you give wrong details, we may not be able to recover the funds. A recipient may need to complete identity verification before they can withdraw funds to a bank account or mobile wallet.

Delivery times shown are estimates and depend on our partners, banks, payment networks and blockchains. We and our partners may delay, hold, reject or return a transfer for compliance, risk, legal or technical reasons, and the funds may be returned less any fees we cannot recover.

Limits may apply to individual transfers and to total transfers over a period, depending on your verification level, your country and our partners' rules.

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7. Fees and exchange rates

We show our fees and the exchange rate that applies before you confirm a transfer. Banks, networks and partners may charge their own fees, which we show where we know them. Exchange rates move, and the rate that applies is the one shown when you confirm. Fees may change, but a change will not affect a transfer you have already confirmed.

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8. Partners and third party services

Some services are provided by third parties that we do not control. This includes fiat on ramp and off ramp providers, through which you may buy or sell digital assets. If you use such a provider, you contract with it directly. It makes its own checks, sets its own fees and limits, and its own terms and privacy policy apply. Smartlyy is not a party to that contract and is not responsible for the provider's services.

Links to other websites are for convenience, and we are not responsible for their content.

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9. Digital asset risks

Digital assets, including stablecoins, carry risks. By using the Services you accept that:

- a stablecoin may lose its peg to the currency it tracks, may be suspended or may stop being redeemable;
- blockchain networks may be congested, delayed, interrupted or attacked;
- transactions on a blockchain cannot be reversed;
- laws and regulations on digital assets are changing and may affect the Services; and
- you may lose access to your funds if you lose your credentials and recovery methods.

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10. What you must not do

You must not use the Services to:

- break any law, or help someone else to do so;
- commit fraud, launder money, finance terrorism or evade sanctions;
- receive or send funds from illegal activity, including illegal goods, services or gambling;
- provide money transmission or digital asset exchange services to other people without the licences the law requires;
- give false identity or business information, or open accounts for someone else;
- hide your location from us or our partners, for example to get around a restriction;
- interfere with, probe or overload the Services, or try to access them without

permission; or

- copy, reverse engineer or resell the Services, except as the law allows.

11. Sanctions and compliance

We and our partners screen users and transactions against sanctions lists and monitor for suspicious activity. Where the law requires, we may freeze funds, refuse or stop a transaction, and report to authorities, and we may not be allowed to tell you that we have done so. We cannot release frozen funds without lawful authority. We do not offer the Services in countries and territories that our partners or the law do not allow, and the list may change.

12. Suspension and ending your account

You can close your account at any time. Withdraw or move your funds first. We can suspend or close your account, or limit features, if you break these terms, if we reasonably suspect fraud or illegal use, if a partner or the law requires it, or if we stop offering the Services. Where we can, and where the law allows, we will tell you why and give you the chance to move your funds. Closing an account does not affect rights and duties that have already arisen.

13. Intellectual property

Smartlyy and its licensors own the Services, the Smartlyy name and logo, and all related intellectual property. We give you a limited, personal, non exclusive and non transferable right to use the Services in line with these terms.

14. Our liability

Nothing in these terms limits liability for death or personal injury caused by negligence,

for fraud or fraudulent misrepresentation, or for anything else that cannot be limited by law. If you are a consumer, your statutory rights are not affected.

Subject to that, and to the extent the law allows:

- we are not liable for indirect or consequential loss, or for loss of profit, business or goodwill;
- we are not liable for loss caused by a partner or third party service, a blockchain or network event, a loss of your credentials, wrong details you gave us, or events beyond our reasonable control; and
- our total liability to you for all claims relating to the Services in any twelve month period is limited to the fees you paid to us in that period.

The Services are provided on an “as available” basis. We do not promise that they will be uninterrupted or free from errors.

If you use the Services for a business, you will compensate us for losses we suffer because you broke these terms or the law.

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15. Complaints

If you have a complaint, contact us using the details below. We will acknowledge it within five business days and aim to give you a full response within 30 days. If a complaint is about a service provided by a partner, we may pass it to the partner, and you may also use the partner’s own complaints process and any external complaints body that applies to that partner.

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16. Changes to these terms

We may change these terms, for example to reflect new features, partners or legal requirements. We will give you at least 30 days’ notice of material changes by email or through the Services, unless a shorter period is needed by law or for security. If you do not agree to a change, you can close your account before it takes effect. If you keep using the Services after that, you accept the change.

17. General

- **Whole agreement.** These terms and our Privacy Policy are the whole agreement between us about the Services.
- **Transfer.** We may transfer our rights and duties to another company if it does not reduce your rights. You may not transfer yours without our written consent.
- **If a term cannot be enforced,** the rest still applies.
- **Delay.** If we do not enforce a right straight away, we can still do so later.
- **Events beyond our control.** We are not responsible for failures caused by events outside our reasonable control.
- **Third parties.** Only you and we can enforce these terms. No one else has rights under the Contracts (Rights of Third Parties) Act 1999.

18. Governing law

These terms and any dispute about them are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction. If you are a consumer living in Scotland or Northern Ireland, you can also bring a claim in your local courts. If you live elsewhere, you keep any mandatory consumer protection rights that apply in your country.

19. Contact us

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