



Terms of Service

MINT WEBSITE TERMS AND CONDITIONS

Internal/External External (Public)

Policy Owner Legal, Risk and Compliance/Information Officer

Approved By EXCO

Date November 2025

Reviewed Date January 2026

Next Review March 2027

1. INTRODUCTION

1.1. Purpose and scope

These terms and conditions (the “**Terms**”) constitute a legally binding agreement governing all access to, interaction with, and use of:

1.1.1. the MINT website, including any associated webpages, sub-domains, mobile applications, application programming interfaces (APIs), dashboards, portals or other digital interfaces operated or made available by MINT from time to time (collectively, the “**Site**”); and

1.1.2. all products, services, functionalities, tools, features, content, information, transaction facilities and ancillary services made available through or in connection with the Site, whether accessed by desktop, mobile device or otherwise (collectively, the “**Services**”).

1.2. Operator

The Site and the Services are operated and made available by MINT (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic of South Africa (Registration number 2024/644796/07) (“**MINT**”, “**we**”, “**us**” or “**our**”), unless expressly stated otherwise in writing. No other person is authorised to bind MINT unless explicitly indicated.

1.3. Binding effect

These Terms apply to, and are binding on, every person who accesses the Site or uses any of the Services, whether as a registered user or otherwise. By accessing the Site, creating or maintaining a user account, clicking an acceptance mechanism, or using any part of the Services, you:

1.3.1. acknowledge that you have read, understood and accepted these Terms in full;

1.3.2. agree to be legally bound by these Terms as if you had signed them; and

1.3.3. agree that MINT’s Privacy Policy, together with any policies, schedules, notices or rules referenced in these Terms (as amended from time to time), are incorporated into and form an integral part of these Terms.

1.4. Condition to access

Your continued access to the Site and use of the Services is conditional upon your ongoing compliance with these Terms and all applicable laws. MINT reserves the right to restrict, suspend or terminate access to the Site or Services where these Terms are not complied with.

1.5. No obligation to provide access

Nothing in these Terms obliges MINT to make the Site or any Services available to any person, nor to continue providing the Site or Services for any period of time. Access is granted at MINT’s discretion and may be withdrawn in accordance with these Terms and applicable law.

1.6. Rejection of Terms

If you do not agree, or cease to agree, with any provision of these Terms (as amended from time to time), you must immediately refrain from accessing the Site and discontinue all use of the Services. Continued access or use will constitute conclusive proof of acceptance.

REGULATORY STATUS AND IMPORTANT DISCLAIMERS

2.1. MINT operates a technology-enabled digital platform that facilitates access to certain services relating to digital assets and related transactions. The Site and the

Services are provided on an execution-only and information-only basis, subject to these Terms.

2.2. Without limiting the generality of clause 2.1, MINT expressly records, and you acknowledge that MINT does not, whether expressly, implied or otherwise:

2.2.1. provide financial, investment, trading, legal, tax, accounting or other professional advice of any nature;

2.2.2. act as a financial services provider, broker, dealer, portfolio manager, investment adviser, custodian, nominee, trustee or other intermediary, except to the extent expressly required or permitted by applicable law;

2.2.3. act as your agent, fiduciary, representative or advisor, or assume any duties or obligations of trust or confidence in your favour; or

2.2.4. assess the suitability, appropriateness or merits of any Digital Currency, Transaction or strategy for your individual circumstances.

2.3. All decisions to access the Site, use the Services or enter into Transactions are taken by you independently and at your sole risk.

2.4. Nothing on the Site, through the Services, or in any communication by MINT shall be construed as, or is intended to constitute:

2.5. 2.6. 2.4.1. financial advice or intermediary services as contemplated in the Financial Advisory and Intermediary Services Act, 2002 ("**FAIS Act**");

2.4.2. an offer, invitation or solicitation to acquire, dispose of, subscribe for, or invest in any securities, financial products or regulated instruments under South African law; or

2.4.3. a recommendation, endorsement or opinion in relation to any Digital Currency, Transaction, counterparty or course of action.
You acknowledge and agree that you are solely responsible for obtaining independent legal, financial, tax, accounting and other professional advice prior to using the Services or entering into any Transaction, and that MINT has no responsibility to provide such advice or to ensure that the Services are suitable for your objectives, financial position or risk tolerance.

You expressly acknowledge, understand and accept that:

2.6.1. Digital Currencies are not legal tender in the Republic of South Africa and are not backed, guaranteed or insured by any governmental authority, central bank or regulatory body;

2.6.2. the value of Digital Currencies is highly volatile and may fluctuate significantly over short periods of time due to market conditions, technological developments, regulatory changes or other factors beyond MINT's control;

2.6.3. Digital Currencies are speculative and high-risk assets, and transactions involving Digital Currencies may result in substantial financial loss; and

2.6.4. you may lose some or all of the Digital Currencies or funds associated with your use of the Services, and MINT does not provide any guarantee, assurance or protection against such loss.

2.7. You further acknowledge that the regulatory treatment of Digital Currencies and digital asset-related services in South Africa and other jurisdictions is evolving and uncertain, and that changes in law, regulation or regulatory interpretation may adversely affect the availability, functionality or legality of the Services.

2.8. For the avoidance of doubt, nothing in this clause is intended to negate or limit the custodial features inherent in the provision of hosted digital currency wallets, as expressly set out in the section titled 'Digital Currency Wallet, Custody and Private Key Risk'.

3. ELIGIBILITY AND APPROVED USERS

3.1. Approved User requirement

Access to the Services is strictly limited to persons who have been approved by MINT as authorised users of the Platform ("**Approved Users**"). No person may access or use any part of the Services unless and until such person has been accepted

by MINT as an Approved User in accordance with these Terms.

3.2. Eligibility criteria and representations

By applying for Approved User status, creating or maintaining a User Account, or using any part of the Services, you represent, warrant and undertake, on an ongoing basis, that:

- 3.2.1. you are a natural person who is at least 18 (eighteen) years of age and have full legal capacity to enter into and be bound by these Terms;
- 3.2.2. where you access the Services on behalf of a juristic person or other entity, you are duly authorised to do so and to bind that entity to these Terms, and such authorisation shall be provided to MINT on request;
- 3.2.3. you are not subject to any legal, regulatory or contractual restriction that would prevent you from lawfully accessing or using the Services or entering into Transactions;
- 3.2.4. all information, documentation and declarations provided to MINT (whether at onboarding or thereafter) are true, accurate, complete, current and not misleading in any respect; and
- 3.2.5. MINT has, to its satisfaction, completed all identity verification, anti-money laundering, counter-terrorist financing, sanctions screening, source of funds, risk assessment and related compliance checks required under applicable law or MINT's internal policies.

3.3. Ongoing obligation to update information

You undertake to promptly notify MINT in writing of any change in circumstances that may affect your eligibility, risk profile or Approved User status, including any change to your personal details, beneficial ownership, authorisation, regulatory status or source of funds.

3.4. No entitlement to approval

Approval as an Approved User is not a right and remains at all times subject to MINT's discretion. MINT is under no obligation to provide reasons for refusing an application for Approved User status or for imposing conditions on such approval, except to the extent required by applicable law.

3.5. Suspension, refusal or revocation of Approved User status

MINT may, at any time and without prior notice where reasonably necessary, refuse, suspend, restrict or revoke your Approved User status, or impose additional conditions on your access to the Services, if MINT reasonably considers that:

- 3.5.1. you no longer satisfy the eligibility requirements set out in these Terms;
- 3.5.2. any information provided by you is or becomes false, inaccurate, incomplete or misleading;
- 3.5.3. continued access to the Services may expose MINT to legal, regulatory, reputational or operational risk; or
- 3.5.4. such action is required or advisable to comply with applicable law, regulatory guidance, court orders or internal risk management policies.

3.6. Effect of loss of Approved User status

Upon suspension or revocation of your Approved User status, your right to access and use the Services shall immediately cease, subject to any limited rights expressly permitted under these Terms or required by applicable law.

4. USER ACCOUNTS AND SECURITY OBLIGATIONS

4.1. Requirement for a User Account

Access to certain Services is conditional upon the creation and maintenance of a registered user account ("**User Account**"). You may not access or use any Services requiring registration unless and until a User Account has been successfully created, verified and approved by MINT in accordance with these Terms.

4.2. Account creation and verification

4.2.1. In order to create a User Account, you must provide such information, documentation and confirmations as MINT may require from time to time, including for identity verification, compliance, security and risk management purposes.

4.2.2. MINT may refuse to create, activate or maintain a User Account where the information provided is incomplete, inaccurate, misleading or unsatisfactory, or where required by applicable law or internal policy.

4.2.3. MINT may subject any User Account to ongoing monitoring, periodic review and re-verification.

4.3. **Single account restriction**

Unless expressly authorised in writing by MINT, you may maintain only one User Account. MINT may suspend or terminate any additional or duplicate accounts created in breach of this clause.

4.4. **Account credentials and access control**

4.4.1. You are solely responsible for maintaining the confidentiality and security of all credentials associated with your User Account, including usernames, passwords, personal identification numbers, authentication codes, private keys (where applicable), recovery phrases and any multi-factor authentication mechanisms ("**Access Credentials**").

4.4.2. You must ensure that:

4.4.2.1. your password is unique and not reused across other platforms or services;

4.4.2.2. your Access Credentials are not disclosed, shared or made available to any third party; and

4.4.2.3. all reasonable security measures are implemented to prevent unauthorised access to your User Account.

4.5. **Multi-factor authentication**

MINT may require the use of multi-factor or enhanced authentication mechanisms as a condition of access to the Services. Failure to maintain or correctly use such mechanisms may result in restricted access or suspension of the User Account.

4.6. **Responsibility for account activity**

4.6.1. You are fully and exclusively responsible for all activity conducted through your User Account, whether authorised by you or not.

4.6.2. MINT is entitled to assume, without further enquiry, that any instruction, request or Transaction initiated through your User Account has been validly authorised by you.

4.6.3. MINT has no obligation to verify the identity or authority of any person accessing or using your User Account.

4.7. **No shared or delegated access**

You may not permit any other person to access or use your User Account, whether directly or indirectly, without MINT's prior written consent. Any unauthorised access shall be deemed to be access by you for purposes of these Terms.

4.8. **Security incidents and notification**

4.8.1. You must immediately notify MINT in writing upon becoming aware of, or reasonably suspecting:

4.8.1.1. any unauthorised access to or use of your User Account;

4.8.1.2. any compromise of your Access Credentials; or

4.8.1.3. any security breach, cyber-incident or suspicious activity relating to your User Account.

4.8.2. Failure to provide prompt notice may materially prejudice MINT's ability to mitigate loss and shall be taken into account when allocating responsibility for any resulting loss or damage.

4.9. **Consequences of security failures**

To the maximum extent permitted by law, MINT shall not be liable for any loss, damage or unauthorised Transaction arising from:

4.9.1. your failure to comply with these security obligations;

4.9.2. compromise of your Access Credentials due to your negligence or breach of these Terms; or

4.9.3. unauthorised access that could reasonably have been prevented by compliance with industry-standard security practices.

4.10. Monitoring and protective measures

MINT reserves the right, but does not assume an obligation, to:

- 4.10.1. monitor User Account activity for suspicious or anomalous behaviour;
- 4.10.2. impose Transaction limits or temporary restrictions;
- 4.10.3. suspend access to a User Account pending investigation; and
- 4.10.4. require additional verification or security steps, where MINT reasonably considers such measures necessary to protect the integrity of the Platform, the Services or its users.

4.11. No guarantee of security

You acknowledge that no system is entirely secure and that MINT does not guarantee that the Site, Services or any User Account will be free from cyber-attacks, malware, unauthorised access or other security incidents. You assume all risks associated with accessing the Services through the internet or other electronic networks.

5. PROHIBITED USE AND ENFORCEMENT POWERS

5.1. General prohibition

You may access and use the Site, the Services and any User Account solely for lawful purposes and in strict accordance with these Terms. Any use of the Site or Services outside the scope expressly permitted under these Terms is prohibited.

5.2. Prohibited conduct

Without limiting the generality of clause 5.1, you may not, directly or indirectly, use the Site, the Services or any User Account to:

- 5.2.1. engage in any activity that is unlawful, illegal, fraudulent, deceptive or misleading under the laws of the Republic of South Africa or any other applicable jurisdiction;
- 5.2.2. conceal, disguise, convert, transfer or otherwise deal with the proceeds of unlawful activity, including money laundering, terrorist financing, proliferation financing or sanctions evasion;
- 5.2.3. engage in market manipulation, abuse, wash trading, spoofing, layering, front-running or any other activity intended to distort market prices, volumes or order book integrity;
- 5.2.4. infringe, misappropriate or violate any intellectual property, proprietary, confidentiality or privacy rights of MINT or any third party;
- 5.2.5. introduce malware, viruses, trojans, worms, logic bombs or other malicious code, or attempt to gain unauthorised access to the Site, the Services, any User Account or any systems or networks connected thereto;
- 5.2.6. reverse engineer, decompile, disassemble, interfere with or attempt to derive the source code or underlying structure of the Site or Services, except to the extent permitted by law;
- 5.2.7. circumvent, disable or interfere with any security-related features, access controls, transaction limits or monitoring mechanisms implemented by MINT;
- 5.2.8. impersonate any person or entity, misrepresent your identity or authority, or provide false or misleading information to MINT;
- 5.2.9. use the Services for the benefit of any third party without MINT's prior written consent;
- 5.2.10. access or use the Services if you are not, or cease to be, an Approved User; or
- 5.2.11. engage in any conduct that MINT reasonably considers may expose it or its users to legal, regulatory, reputational, operational or financial risk.

5.3. Monitoring and investigation

MINT reserves the right (but does not assume an obligation) to monitor use of the Site and Services, investigate suspected Prohibited Use, and take any action it considers reasonably necessary to protect the integrity of the Platform or comply with applicable law.

5.4. Enforcement powers

If MINT reasonably believes that you have engaged, or are engaging, in Prohibited Use, MINT may, without prior notice and without prejudice to any other rights or remedies available to it:

- 5.4.1. refuse, suspend or terminate your access to the Site, Services or User Account;
- 5.4.2. suspend, cancel, delay, reverse or refuse to process any Transaction;
- 5.4.3. impose transaction limits, freezes or other restrictions on your User Account, Digital Currency Wallet or Legal Tender Account;
- 5.4.4. report relevant information to regulators, law enforcement authorities or other competent bodies, and cooperate fully with such authorities; and
- 5.4.5. retain records and information relating to you and your use of the Services as required by law.

5.5. No obligation to provide reasons

Except to the extent required by applicable law, MINT is not obliged to provide reasons for any action taken under this clause.

6. DIGITAL CURRENCY WALLET, CUSTODY AND PRIVATE KEY RISK

6.1. Provision of hosted wallet services

MINT provides Approved Users with access to a hosted digital asset wallet service (each, a "**Digital Currency Wallet**") for the holding, receipt, transmission and administration of supported Digital Currencies through the Platform, strictly in accordance with these Terms.

6.2. Nature and scope of custody

- 6.2.1. Unless expressly stated otherwise in writing, MINT provides Digital Currency Wallets on a custodial, hosted basis, whereby MINT (or its appointed service providers) retains possession or control of the private cryptographic keys associated with the relevant Digital Currencies.
- 6.2.2. Digital Currencies credited to a Digital Currency Wallet are recorded on MINT's internal ledger and may be pooled or commingled at a technical or operational level, notwithstanding any internal attribution to individual Users.
- 6.2.3. You acknowledge that Digital Currencies reflected in a Digital Currency Wallet may not be held in a uniquely identifiable blockchain address in your name.

6.3. Legal character of holdings

- 6.3.1. Your interest in Digital Currencies reflected in a Digital Currency Wallet constitutes a personal contractual claim against MINT, subject to these Terms and applicable law.
- 6.3.2. No Digital Currency is held on trust for you, and no trust, fiduciary, nominee, agency or bailment relationship is created by these Terms or the operation of any Digital Currency Wallet.
- 6.3.3. Your rights are limited to the ability to request Transactions in accordance with these Terms and do not confer proprietary rights in any specific Digital Currency or blockchain output.

6.4. No deposit protection or insurance

Digital Currencies held in Digital Currency Wallets:

6.4.1. are not legal tender;

6.4.2. are not deposits for purposes of any banking or financial services legislation; and

6.4.3. are not insured, guaranteed or protected by any deposit insurance scheme, governmental authority or regulator.

6.5. Supported Digital Currencies

6.5.1. MINT supports only those Digital Currencies expressly identified on the Platform from time to time.

6.5.2. MINT may, without liability, discontinue support for any Digital Currency, protocol or network, including as a result of forks, protocol changes, security vulnerabilities or regulatory requirements.

6.5.3. MINT does not support and assumes no responsibility for derivative, enhanced, wrapped or forked versions of Digital Currencies unless expressly stated otherwise.

6.6. Transactions

6.6.1. All Transactions are executed strictly in accordance with your instructions as received through your User Account.

6.6.2. Blockchain transactions are irreversible once broadcast to and confirmed by the relevant network.

6.6.3. You bear sole responsibility for verifying transaction details, including wallet addresses, networks, amounts and fees.

6.7. Operational delays and constraints

6.7.1. You acknowledge that Transactions may be delayed or temporarily unavailable due to:

- 6.7.1.1. blockchain congestion or validation processes;
- 6.7.1.2. security procedures, including retrieval of keys from cold storage;
- 6.7.1.3. systems maintenance or upgrades;
- 6.7.1.4. compliance reviews or fraud prevention measures; or
- 6.7.1.5. force majeure events.

6.7.2. MINT does not guarantee transaction execution times.

6.8. Safeguarding measures

MINT implements reasonable administrative, technical and organisational measures designed to safeguard Digital Currencies under its control, including layered security protocols and restricted access controls. You acknowledge that such measures do not eliminate all risks inherent in digital asset custody.

6.9. Cybersecurity and technology risk

You expressly acknowledge and accept that:

6.9.1. Digital Currencies are subject to risks of loss, theft, destruction or inaccessibility arising from cyber-attacks, cryptographic failures, software defects, hardware malfunctions, human error or third-party service failures;

6.9.2. distributed ledger networks are operated by third parties beyond MINT's control; and

6.9.3. no technology is entirely secure.

6.10. Insolvency and enforcement risk

6.10.1. In the event of MINT's insolvency, business rescue, liquidation or similar proceedings, your rights in respect of Digital Currencies may be subject to the operation of applicable insolvency laws.

6.10.2. You acknowledge the risk that Digital Currencies may not be immediately accessible or recoverable in such circumstances.

Page 166.11. **Suspension and withdrawal restrictions**

MINT may suspend, restrict or delay withdrawals from Digital Currency Wallets where reasonably necessary to:

- 6.11.1. comply with applicable law or regulatory directives;
- 6.11.2. address security incidents or system integrity risks; or
- 6.11.3. investigate suspected Prohibited Use.

6.12. Allocation of risk

To the maximum extent permitted by law, you bear all risks associated with:

- 6.12.1. holding Digital Currencies through a custodial, hosted wallet;
- 6.12.2. reliance on cryptographic systems and decentralised networks; and
- 6.12.3. regulatory, technological or market changes affecting Digital Currencies.

6.13. No guarantee of value or availability

MINT does not warrant or guarantee the availability, liquidity, market value or continued existence of any Digital Currency or Digital Currency Wallet.

7. LEGAL TENDER ACCOUNT

7.1. MINT may, subject to these Terms, establish and maintain for each Approved User a South African Rand-denominated account (the "**Legal Tender Account**") for the limited purpose of facilitating permitted Transactions through the Platform. The Legal Tender Account may be used solely to:

7.1.1. deposit South African Rand ("**ZAR**") for use in Transactions made available through the Services; and

7.2. 7.3. 7.4. 7.5. 7.6. 7.7. 7.8. 7.1.2. receive ZAR proceeds arising from completed Transactions, withdrawals or other amounts credited in accordance with these Terms.

All deposits into a Legal Tender Account must originate from a bank account held in your own name (or, where applicable, in the name of the entity on whose behalf you are acting), maintained with a bank authorised under the Banks Act, 1990.

MINT may refuse, delay or reverse any deposit or withdrawal where the source or destination of funds cannot be satisfactorily verified, or where required to do so for compliance, fraud prevention or risk management purposes.

The Legal Tender Account does not constitute a bank account, deposit account or similar regulated account, and MINT is not a bank or deposit-taking institution. Funds credited to a Legal Tender Account are held solely for transactional purposes in connection with the Services and do not attract the protections applicable to bank deposits.

Amounts credited to a Legal Tender Account do not earn interest, yield or any other return, and you irrevocably waive any entitlement to claim interest or similar amounts in respect of such funds.

MINT will use reasonable measures to safeguard funds credited to Legal Tender Accounts, which may include holding such funds in one or more designated bank accounts. You acknowledge that such funds may be pooled or commingled at an operational level, subject to internal attribution and record-keeping.

Withdrawals from a Legal Tender Account are subject to:

- 7.8.1. completion of applicable verification checks;
- 7.8.2. applicable withdrawal limits, processing times and fees; and
- 7.8.3. the absence of any suspension, freeze or restriction imposed under these Terms.

7.9. MINT does not guarantee withdrawal timing and may impose delays where reasonably necessary.

7.10. You acknowledge that, in the event of MINT's insolvency, business rescue or similar proceedings, your rights in respect of funds held in a Legal Tender Account may be subject to applicable insolvency laws and may not be immediately recoverable.

7.11. To the maximum extent permitted by law, you bear all risks associated with holding funds in a Legal Tender Account, including operational, legal and regulatory risks, other than risks arising from MINT's wilful misconduct or gross negligence.

8. TRANSACTIONS

8.1. Subject to these Terms, MINT facilitates access for Approved Users to transaction functionality enabling:

8.1.1. the purchase of supported Digital Currencies using South African Rand or other permitted consideration ("**Buy Transactions**"); and

8.1.2. the sale of supported Digital Currencies in exchange for South African Rand or other permitted consideration ("**Sell Transactions**"), in each case strictly on a pre-funded basis and subject to applicable transaction limits, fees and controls.

8.2. All Transactions are facilitated on an execution-only basis. MINT does not provide advice, recommendations or opinions in relation to any Transaction and does not assess the suitability, appropriateness or merits of any Transaction, pricing level or trading strategy.

8.3. Buy Transactions may only be initiated where sufficient cleared funds are available in the relevant Legal Tender Account.

8.4. Sell Transactions may only be initiated where sufficient supported Digital Currencies are available in the relevant Digital Currency Wallet.

8.5. 8.6. 8.7. 8.8. Funds or Digital Currencies earmarked for pending Transactions may be temporarily unavailable for withdrawal or other use.

MINT may impose, amend or remove limits, thresholds or conditions on Transactions from time to time, including limits based on value, volume, frequency, asset type or user risk profile.

Without limiting any other provision of these Terms, MINT may delay, suspend, cancel, refuse or reverse the processing of any Transaction where reasonably necessary to:

8.7.1. comply with applicable law, regulatory requirements or court or governmental orders;

8.7.2. implement fraud prevention, AML, sanctions, cybersecurity or risk-management controls; or

8.7.3. address system integrity, operational or market-disruption concerns. You expressly acknowledge and agree that MINT does not warrant or guarantee:

8.8.1. the availability of liquidity at any time;

8.8.2. that any Transaction will be executed at a particular price or within any particular time;

8.8.3. that prices displayed on the Platform reflect prevailing market prices on external venues; or

8.8.4. the performance, solvency or conduct of any counterparty to a Transaction.

8.9. You bear all risks associated with market volatility, price movements, slippage, spreads, partial fills or unfilled Transactions. MINT bears no responsibility for losses arising from changes in market conditions before, during or after the execution of a Transaction.

8.10. MINT will record Transactions on its internal systems for operational and compliance purposes. Such records shall, in the absence of manifest error, constitute prima facie evidence of the Transactions conducted through the Platform.

8.11. The facilitation of Transactions by MINT does not create any agency, fiduciary, brokerage or representative relationship between MINT and any user or counterparty.

9. FEES AND COSTS

9.1. You agree to pay all fees, charges and costs applicable to your use of the Services, including in connection with the opening, maintenance and operation of your User Account, Legal Tender Account, Digital Currency Wallet and the execution of Transactions (collectively, Fees).

9.2. Applicable Fees will be disclosed to you through the Platform, a fee schedule, pricing page, transaction confirmation screen or other written notice made available by MINT from time to time.

9.3. Fees may be expressed as fixed amounts, percentages, spreads, tiered rates or combinations thereof, as determined by MINT.

9.4. Fees may be charged in respect of Buy Transactions, Sell Transactions, deposits, withdrawals, conversions or other transactional activity.

9.5. You authorise MINT to deduct applicable Fees automatically from your Legal Tender Account, Digital Currency Wallet or transaction proceeds, as applicable.

9.6. 9.7. 9.8. 9.9. 9.10. 9.11. 9.12. 9.13. 9.14. 9.15. Certain Transactions may incur fees charged by third parties, including blockchain network fees, validator or miner fees, payment processors or banking institutions ("**Third-Party Fees**").

Third-Party Fees are not set or controlled by MINT and may fluctuate based on network conditions or third-party pricing. MINT bears no responsibility for the amount, calculation or collection of Third-Party Fees.

MINT may amend Fees from time to time to reflect changes in costs, market conditions, regulatory requirements, risk considerations or business operations. Where a Fee change materially and adversely affects you, MINT will, where reasonably practicable, provide advance notice through the Platform or by other reasonable means.

Continued use of the Services after the effective date of a Fee change constitutes acceptance of the revised Fees.

Except where required by applicable law, Fees are non-refundable, including where a Transaction is cancelled, reversed, suspended or fails due to market conditions, network constraints, compliance reviews or user error.

All Fees are exclusive of any value-added tax, withholding tax or other applicable taxes, duties or levies, unless expressly stated otherwise. Taxes are addressed separately in clause 10 (Taxes).

MINT reserves the right to correct any manifest pricing, calculation or accounting errors relating to Fees and to make corresponding adjustments to your account balances.

MINT's records relating to Fees charged and deducted shall, in the absence of manifest error, constitute prima facie evidence of the Fees payable by you.

10. TAXES

10.1. You are solely responsible for determining, declaring and paying any and all taxes, duties, levies, assessments or similar governmental charges of whatever nature (collectively, Taxes) that may arise or be payable in connection with:

- 10.1.1. your access to or use of the Services;
- 10.1.2. any Transactions entered into through the Platform;
- 10.1.3. the acquisition, holding, transfer, disposal or valuation of Digital Currencies; and
- 10.1.4. any gains, losses, income or other economic benefits realised by you.

10.2. MINT does not provide tax, accounting or legal advice. Nothing on the Site, through the Services or in any communication by MINT constitutes tax advice or a representation regarding the tax treatment or consequences of any Transaction or Digital Currency.

10.3. Unless expressly required by applicable law, MINT has no obligation to:

- 10.3.1. withhold, deduct or collect any Taxes on your behalf;
- 10.3.2. file tax returns or reports on your behalf; or
- 10.3.3. make payments to any tax authority in respect of your tax liabilities.

10.4. Any obligation imposed on MINT by law to withhold or report Taxes shall be limited strictly to the extent required by such law.

10.5. You acknowledge that the tax treatment of Digital Currencies and digital asset-related transactions under South African law and the laws of other jurisdictions is evolving and may be uncertain. Changes in legislation, interpretation or enforcement practice may affect your tax position retrospectively or prospectively.

10.6. MINT may be required by law, regulation, court order or request from a competent authority to disclose information relating to your identity, accounts or Transactions to tax authorities or other regulators, and you consent to such disclosure where lawfully required.

10.7. To the maximum extent permitted by law, you indemnify MINT against any loss, cost, liability, penalty, interest or expense incurred by MINT arising from:

- 10.7.1. your failure to comply with applicable tax laws; or
- 10.7.2. any claim by a tax authority relating to your use of the Services, except to the extent caused by MINT's wilful misconduct or gross negligence.

11. SUSPENSION AND TERMINATION OF ACCESS

11.1. Without limiting any other rights or remedies available to it under these Terms or applicable law, MINT may suspend, restrict or terminate, in whole or in part, your access to the Site, the Services, any User Account, Legal Tender Account and/or Digital Currency Wallet where MINT reasonably considers that:

11.1.1. such action is required or advisable to comply with any applicable law, regulatory requirement, directive, guidance, court order or request from a competent authority;

11.1.2. a security, integrity, operational or cyber risk has arisen or is reasonably suspected, including where continued access may compromise the stability, integrity or security of the Platform or its users;

11.1.3. you have breached, or MINT reasonably suspects that you have breached, these Terms, including any obligation relating to eligibility, security, prohibited use, transactions, fees or compliance; or

11.1.4. continued access by you may expose MINT to legal, regulatory, financial, operational or reputational risk.

11.2. MINT may take immediate suspension or termination action without prior notice where advance notice would be impracticable, unlawful, or would reasonably undermine the purpose of the suspension, including in cases involving suspected fraud, financial crime, security incidents or regulatory intervention.

11.3. Where reasonably practicable and lawful to do so, MINT will notify you of:

11.3.1. the fact of the suspension or termination; and

11.3.2. the general reasons for such action, provided that MINT shall not be required to disclose information where doing so would breach law, regulatory obligations, confidentiality duties or prejudice investigations.

11.4. During a suspension:

11.4.1. your right to access the Site or Services (or the relevant part thereof) shall be temporarily restricted or disabled;

11.4.2. MINT may suspend, delay or restrict Transactions and withdrawals in accordance with these Terms; and

11.4.3. your obligations under these Terms shall continue to apply.

11.5. Upon termination:

11.5.1. your right to access and use the Site and Services shall immediately cease;

11.5.2. MINT may close or deactivate your User Account; and

11.5.3. subject to applicable law and these Terms, any remaining balances may be dealt with in accordance with MINT's withdrawal, compliance and risk procedures.

11.6. Suspension or termination does not affect:

11.6.1. any rights or remedies accrued prior to suspension or termination; or

11.6.2. any provisions of these Terms which by their nature are intended to survive termination.

11.7. To the maximum extent permitted by law, MINT shall not be liable for any loss, damage, cost or inconvenience suffered by you as a result of any suspension or termination carried out in accordance with these Terms, other than where such loss arises from MINT's wilful misconduct or gross negligence.

12. DATA PROTECTION AND PERSONAL INFORMATION

12.1. MINT processes personal information relating to users and other data subjects strictly in accordance with:

12.1.1. the Protection of Personal Information Act, 2013 ("**POPIA**"); and
12.1.2. MINT's privacy policy, as made available on the Site from time to time (the "**Privacy Policy**"), which Privacy Policy is incorporated into and forms part of these Terms.

12.2. You acknowledge and agree that MINT may collect, use, store, record, disclose and otherwise process personal information for one or more lawful purposes, including where such processing is:

12.2.1. necessary to perform or conclude a contract to which you are a party;
12.2.2. required to comply with legal or regulatory obligations, including AML, CTF, sanctions screening, fraud prevention, reporting and record-keeping obligations;

12.3. 12.4. 12.5. 12.6. 12.2.3. necessary to pursue MINT's legitimate business interests, provided such interests are not overridden by your rights; or

12.2.4. carried out with your consent, where consent is required under applicable law.

To the extent that consent is required under POPIA for any processing activity, you hereby consent to the processing of your personal information in accordance with these Terms and the Privacy Policy. You acknowledge that certain processing activities may occur irrespective of consent where permitted or required by law. MINT may disclose personal information to:

12.4.1. third-party service providers, contractors or agents engaged to perform services on MINT's behalf, subject to appropriate confidentiality and data protection safeguards;

12.4.2. regulators, supervisory bodies, law enforcement agencies, courts or other competent authorities, where required or permitted by law; and

12.4.3. counterparties or other users, to the extent necessary to facilitate Transactions in accordance with these Terms.

You acknowledge that personal information may be transferred to, stored or processed in jurisdictions outside the Republic of South Africa, provided that such transfers are effected in compliance with POPIA and subject to appropriate safeguards. MINT implements reasonable technical and organisational measures designed to protect personal information against loss, unauthorised access, destruction or unlawful processing. You acknowledge that no system is entirely secure and that MINT does not guarantee absolute security.

12.7. You retain the rights afforded to you under POPIA, including rights of access, correction, objection and complaint, which may be exercised in the manner described in the Privacy Policy.

12.8. Personal information will be retained only for so long as is necessary to fulfil the purposes for which it was collected, or as required by applicable law, regulatory obligations or legitimate business requirements.

13. INTELLECTUAL PROPERTY

13.1. All intellectual property rights of whatever nature (whether registered or unregistered), including copyright, trade marks, trade names, domain names, designs, patents, trade secrets, know-how, database rights and rights in software, algorithms, interfaces, content and documentation (collectively, "**Intellectual Property**") subsisting in or relating to the Site and the Services vest in, or are lawfully licensed to, MINT and/or its licensors.

13.2. Nothing in these Terms operates to transfer, assign or otherwise confer any right, title or interest in any Intellectual Property to you, except for the limited licence expressly granted under clause 13.3.

13.3. Subject to your ongoing compliance with these Terms, MINT grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Site and the Services solely for your internal, lawful and permitted purposes.

13.4. Unless expressly permitted in writing by MINT or to the extent permitted by applicable law, you may not, directly or indirectly:

13.4.1. copy, reproduce, modify, adapt, translate or create derivative works from any part of the Site or Services;

13.4.2. distribute, sell, lease, license, sublicense, assign or otherwise commercially exploit the Site or Services;

13.4.3. reverse engineer, decompile or disassemble any software or technology underlying the Site or Services;

13.4.4. scrape, crawl, index or harvest data, content or information from the Site by automated or manual means; or

13.4.5. remove, obscure or alter any proprietary notices, trade marks or branding.

13.5. To the extent that you submit any content, data, feedback, suggestions or other materials to MINT through the Site or otherwise (excluding personal information governed by clause 12), you grant MINT a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and incorporate such materials for lawful business purposes.

13.6. You warrant that you have all rights necessary to grant such licence and that such materials do not infringe the rights of any third party.

13.7. All MINT trademarks, logos and branding displayed on the Site are the property of MINT or its licensors. No right or licence is granted to use any trademark without MINT's prior written consent.

13.8. All rights not expressly granted to you under these Terms are reserved by MINT and its licensors.

13.9. If you become aware of any actual or suspected infringement of MINT's Intellectual Property, you must promptly notify MINT in writing.

14. RISK ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

14.1. You expressly acknowledge, understand and accept that access to and use of the Site and the Services, and any Transactions entered into through the Platform, involve significant risks. You confirm that you have carefully considered these risks and elect to use the Services notwithstanding such risks.

14.2. Without limiting the generality of the foregoing, you acknowledge and accept that:

14.3. 14.4. 14.5. 14.2.1. the value of Digital Currencies is highly volatile and may fluctuate materially over short periods of time;

14.2.2. Digital Currencies are speculative assets and may lose some or all of their value; and

14.2.3. past performance of any Digital Currency is not indicative of future performance.

You acknowledge and accept risks associated with the use of complex technological systems, including:

14.3.1. system outages, latency, bugs, errors or failures affecting the Site or Services;

14.3.2. reliance on third-party infrastructure, networks or service providers; and

14.3.3. delays or failures in transaction processing beyond MINT's reasonable control.

You acknowledge and accept that, notwithstanding reasonable security measures, risks remain of:

14.4.1. unauthorised access to systems or accounts;

14.4.2. cyber-attacks, malware, phishing, spoofing or other malicious activity; and

14.4.3. loss, theft or compromise of data or Digital Currencies arising from such events.

You acknowledge and accept that:

14.5.1. the legal and regulatory framework governing Digital Currencies and digital asset services is evolving and uncertain;

14.5.2. changes in law, regulation, regulatory interpretation or enforcement practice may adversely affect the availability, legality or functionality of the Services; and

14.5.3. such changes may occur with little or no prior notice.

14.6. You confirm that you rely on your own judgment and, where appropriate, independent professional advice in deciding whether to access the Services or enter into any Transaction.

15. LIMITATION OF LIABILITY

15.1. To the maximum extent permitted by applicable law, MINT shall not be liable to you or any third party for any indirect, incidental, special, consequential or economic loss or damage of any nature whatsoever, including loss of profit, revenue, business opportunity, goodwill, anticipated savings or data, whether arising in contract, delict (including negligence), statute or otherwise, even if MINT has been advised of the possibility of such loss.

15.2. Nothing in these Terms is intended to exclude, restrict or limit any right, remedy, guarantee or warranty that cannot lawfully be excluded or limited under the Consumer Protection Act, 2008 (“CPA”) or any other applicable law to the extent that you qualify as a consumer for purposes of the CPA.

15.3. To the extent that MINT is found to be liable to you notwithstanding clause 15.1, MINT’s total aggregate liability arising out of or in connection with the Services, these Terms or any Transaction shall be limited to the total Fees actually paid by you to MINT in the 12 (twelve) months immediately preceding the event giving rise to the claim.

15.4. MINT shall not be liable for any loss or damage arising from the acts or omissions of third parties, including blockchain networks, validators, miners, payment processors, banks or other service providers outside MINT’s reasonable control.

15.5. You acknowledge that the limitations and exclusions of liability in these Terms form an essential basis of the agreement between you and MINT and that MINT would not provide the Services without such limitations.

16. INDEMNITY

16.1. You indemnify, defend and hold harmless MINT, its directors, officers, employees, agents and service providers from and against any and all losses, damages, liabilities, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with:

16.1.1. your breach of these Terms or any representation or warranty contained herein;

16.1.2. any Prohibited Use or unlawful activity conducted through your User Account;

16.1.3. your misuse of the Site or Services; or

16.1.4. any claim by a third party arising from your acts or omissions.

16.2. The indemnity in this clause applies irrespective of whether the relevant loss was foreseeable and survives the suspension or termination of your User Account.

17. COMPLAINTS AND DISPUTE RESOLUTION

17.1. MINT is committed to providing a high standard of service. If you wish to submit a complaint, you may do so by contacting MINT at info@theMINT.com. MINT will acknowledge receipt of your complaint within a reasonable period and endeavour to resolve it promptly.

17.2. The parties shall use reasonable efforts to resolve any dispute arising out of or in connection with these Terms amicably and in good faith before initiating formal dispute

resolution proceedings.

17.3. Any dispute which is not resolved amicably shall be finally resolved by arbitration in the Republic of South Africa, conducted in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”), by an arbitrator appointed in accordance with those rules.

17.4. Nothing in this clause prevents either party from approaching a court of competent jurisdiction for urgent interim or injunctive relief.

18. AMENDMENTS TO THESE TERMS

18.1. MINT may amend these Terms from time to time to reflect:

- 18.1.1. changes in applicable law or regulatory requirements;
- 18.1.2. enhancements or modifications to the Services; or
- 18.1.3. risk, security or operational considerations.

18.2. Where an amendment materially and adversely affects your rights, MINT will, where reasonably practicable, notify you in advance through the Platform or other reasonable means.

18.3. Your continued access to or use of the Site or Services after the effective date of any amendment constitutes acceptance of the amended Terms.

19. GOVERNING LAW AND JURISDICTION

19.1. These Terms are governed by and construed in accordance with the laws of the Republic of South Africa.

19.2. Subject to clause 17, the courts of the Republic of South Africa shall have jurisdiction to hear any matter arising out of or in connection with these Terms.

20. GENERAL PROVISIONS

20.1. Nothing in these Terms creates, or is deemed to create, any partnership, joint venture, agency or fiduciary relationship between you and MINT, and neither party has authority to bind the other in any manner.

20.2. Neither party shall be liable for any failure or delay in the performance of its obligations under these Terms to the extent such failure or delay is caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labour disputes, regulatory or governmental actions, failure of utilities or telecommunications, cyber incidents, blockchain network failures, or changes in law.

20.3. If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect.

20.4. These Terms, together with the Privacy Policy and any documents expressly incorporated by reference, constitute the entire agreement between you and MINT in relation to the Site and the Services and supersede all prior agreements, understandings or representations.

20.5. Any failure or delay by MINT to exercise any right or remedy shall not constitute a waiver of that right or remedy.

20.6. You may not assign or transfer your rights or obligations under these Terms without MINT’s prior written consent. MINT may assign its rights and obligations in connection with a restructuring, sale of business or similar transaction.

20.7. Any provision which by its nature is intended to survive termination shall survive, including clauses relating to liability, indemnity, dispute resolution, intellectual property and data protection.