WEBSITE TERMS OF USE

Last updated: 23.09.2026

These Website Terms of Use ("**Terms**") set the rules for access to and use of our Website. Foxo Solutions AG runs the Website. It is a company formed under Swiss law **("Company", "we", "us", "our")**.

Our registered office is at Office 13, Turmstrasse 28, 6312 Steinhausen, Switzerland. We are listed in the Commercial Register of the Canton of Zug under number CHE-238.153.127.

In these Terms, "**Website**" means this website and all public online content we run. It also includes related web pages and online interfaces that we make available.

As used in these Terms, "**you**" and **"your**" refer to anyone who browses, registers on, or otherwise accesses or uses the Website, whether you are a business or an individual

By accessing or using the Website, you agree to be bound by these Terms and our Privacy Policy. By doing so, you also confirm that you have read and understood both. If you do not agree, you must not access or use the Website. Each time you continue to use it, you accept the Terms in force at that time.

These Terms cover only your use of the Website, which is for information only. They do not cover our fiat payment, crypto exchange or related services ("**Services**"). They do not give you a right to receive any Services.

To use any Services, you must complete a separate sign-up process and pass our compliance checks. You must also agree separately to a service agreement, other service documents, or both (the "**Service Agreement**"). This sets the binding terms of our relationship with you as a client. If these Terms conflict with a Service Agreement about the Services, the Service Agreement takes priority.

1. REGULATORY STATUS

1.1. The Company is not a bank and does not hold a banking licence. We are in the process of obtaining affiliation with VQF Financial Services Standards Association (VQF), a SRO self-regulatory organisation recognised and supervised by the Swiss Financial Market Supervisory Authority (FINMA) under the Swiss Anti-Money Laundering Act (AMLA). Once affiliation is confirmed, the Company will be supervised by VQF.

1.2. The Company does not currently provide the Services or accept, exchange or transfer client funds or crypto assets. Any commencement of the Services is subject to obtaining the required affiliations and authorizations and satisfying all other applicable legal requirements. Material changes to the Company's regulatory status will be reflected on the Website

2. INFORMATION ON THE WEBSITE

2.1 We describe planned Services for general information only. They remain subject to the rules set out in Section 1. Any illustrative fees, exchange rates, pricing examples or processing times will be identified as such, together with any material assumptions or limitations. These examples are for information only and are not binding transaction quotes. They may be changed or withdrawn at any time without notice.

2.2 Nothing in these Terms limits our obligations under applicable law concerning accurate and non-misleading commercial information or the disclosure of prices and charges.

2.3 Nothing on the Website is an offer, invitation or promise to start a business relationship or provide a Service. It does not recommend or urge you to buy, sell, exchange any crypto asset, currency or other product.

2.4 Sending us a question or showing interest does not place an order for Services or open an account. It does not require you to pay anything.

2.5 The Website or some of its features may not be available at all times or in every location.

2.6 The Website and Services are not aimed at US persons and are not available to them. Here, "US person" has the meaning set out in the US Foreign Account Tax Compliance Act (FATCA). This includes US citizens, even if they also hold another citizenship. It also includes US tax residents, holders of a US permanent residence permit, and entities formed in the United States.

2.7 Any future payment or account features described on the Website may depend on agreements with other providers. Their terms and rules on who can use their services may also apply. Company does not provide bank accounts itself. Describing these features does not mean they are available now.

2.8 If the Services become available, the law and any restrictions based on location will affect who can use them. You must have the legal capacity to enter into an agreement. You must also complete the sign-up process, pass the compliance checks and meet the terms of the relevant Service Agreement. We will not provide a Service if this would break the law.

2.9 The Website and Services are only for people aged 18 or over. If you are under 18, you must not access or use them.

3. HOW YOU MAY USE THE WEBSITE

3.1 You may use the Website only for lawful purposes. You must respect our rights and the rights of others. You must not restrict or hinder our use of the Website or anyone else's use of it.

3.2 You must not do any of the following:

(a) Try to access the Website, its systems or related networks without permission.
(b) Introduce malware, harmful code or other harmful material.
(c) Interfere with or disrupt how the Website works or its security, or bypass its safeguards.

(d) Use automated tools to access, scrape, copy, monitor or extract Website content unless we expressly allow this in writing.
(e) Pretend to be someone else or give false details about who you are or your authority to act.
(f) Use the Website to commit fraud, mislead others, break the law or cause harm.

3.3. Company may limit, suspend or end your access to all or part of the Website. We may do this without notice or liability if we reasonably believe you have broken these Terms. The same applies if we reasonably believe this is needed to protect the Website, us or someone else.

4. NO ADVICE AND NO RELIANCE

4.3. Information on the Website is provided for general information only and does not constitute investment, financial, tax, accounting or legal advice, and must not be relied upon as such.

4.4. You are responsible for obtaining independent professional advice where appropriate. Any reliance you place on Website content is at your own risk.

5. DIGITAL ASSET AND TECHNOLOGY RISKS

These risks apply to any digital asset services we may provide in the future.

5.1. Digital assets and blockchain-based transactions involve material risks, including price volatility, technical failures, network congestion, forks, cyber risks and, in many cases, irreversible transactions.

5.2. Crypto assets are volatile. Their value can rise or fall significantly and may fall to zero. You bear the full risk of any loss in value.

5.3. Blockchain transactions are generally irreversible. Once executed, a transfer to an incorrect or incompatible address may not be recoverable. You are responsible for verifying transaction details before confirming.

5.4. Technology and network risks. Blockchain networks, third-party infrastructure and connectivity may experience delays, congestion, forks or failures outside our control.

5.5. The Services are not a deposit, savings or investment product. Funds and assets handled in connection with the Services do not bear interest and are not covered by any deposit protection scheme.

5.6. You should not use the Services with assets you cannot afford to lose, and you should seek independent advice where appropriate.

5.7. Any risk information on the Website is a general summary and is not exhaustive. Further risk disclosures may be provided during onboarding or in the relevant Service Agreement.

6. INTELLECTUAL PROPERTY

6.1. The Website and all its content, including text, graphics, logos, trademarks, trade names, designs, layout, software and other materials, are owned by or licensed to the Company. All rights are protected by applicable intellectual property laws and reserved.

6.2. The Company grants you a limited right to view and use the Website content solely for your own lawful personal or business purposes. This right is non-exclusive, cannot be transferred, and can be revoked at any time. No other rights are granted, whether by implication or otherwise. You may not copy, scrape, data-mine, reverse-engineer or otherwise use the Website or its content by automated means or to build a competing product.

6.3. Except where mandatory law allows it, or with the Company's prior written consent, you may not reproduce, modify, adapt, distribute, publish, transmit, commercially exploit or create derivative works from any Website content. You also may not use the Company's trademarks, logos or trade names

7. THIRD-PARTY CONTENT AND LINKS

7.1. The Website may contain links to third-party websites, platforms, applications or services. These links are provided only for convenience or information. They do not mean the Company endorses, approves or recommends them.

7.2. The Company does not control the third-party websites or services, and is not responsible for their content, availability, security, privacy practices or terms. If you use of any third-party website or service, you do so at your own risk and under that third party's own terms.

8. WEBSITE PROVIDED "AS IS"

8.1. The Website and its content are provided "as is" and "as available". To the maximum extent permitted by mandatory Swiss law, the Company makes no promise that the Website will will run without uninterruption, be error-free, secure or technically flawless, or that any information on it is complete, current or accurate.

8.2. The Company may change, suspend, limit or shut down all or part of the Website, or update its content, at any time and without notice, for operational, security, legal, regulatory or business reasons.

9. DATA PROTECTION

The Company processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and applicable law. Details of how we process personal data are set out in our Privacy Policy, available on the our website.

10. LIMITATION OF LIABILITY

10.1. You use the Website at your own risk. To the maximum extent allowed by mandatory Swiss law, the Company is not liable for any direct, indirect or consequential loss or damage, including any loss of profit, data, business or goodwill, arising from or connected to: (a) your access to, use of, or inability to use the Website; (b) relying on information published on the Website; (c) any interruption, delay, technical failure, error or security incident affecting the Website; or (d) any third-party website, content, system or service.

10.2. Nothing in these Terms excludes or limits the Company's liability for wilful misconduct or gross negligence, or any other liability that cannot be excluded or limited under mandatory law.

10.3. Any liability of the Company related to the Services is governed by the applicable Service Agreement and applicable law, not by these Terms.

10.4. If you are a consumer, the exclusions of liability in Section 11 do not apply to you. The Company's liability in connection with the Website is governed by applicable law.

11. INDEMNITY

To the maximum extent permitted by law, you must indemnify and hold the Company harmless from any claims, liabilities, losses, costs and expenses arising from or connected to your breach of these Terms, your misuse of the Website, or your violation of any applicable law or third party's rights.

12. AMENDMENTS

We may amend these Terms from time to time. The current version will be published on the Website together with its effective date and takes effect when published unless a later date is stated. It is your responsibility to review these Terms, and continuing to use of the Website means you accept the amended Terms. Where the law requires your acceptance for a change to apply, that change becomes binding only after you have given it.

13. CONTACT

Questions or complaints about the Website or these Terms can be sent to info@foxosolutions.ch. Complaints related to a Service or an existing client relationship are handled under the applicable Service Agreement and applicable law.

14. GOVERNING LAW AND JURISDICTION

14.1. These Terms and any dispute or claim arising from or connected to them, including their conclusion, validity, interpretation and termination, are governed exclusively by Swiss substantive law, unless mandatory conflict-of-law rules require

another law to apply. Where a choice of law is not allowed, the applicable law will be determined by those rules. Any mandatory consumer protection that still applies despite a valid choice of Swiss law remains unaffected.

14.2. The exclusive place of jurisdiction is Zug, Switzerland, subject to any mandatory place of jurisdiction under applicable law, including mandatory consumer protection rules.

15. NO WAIVER AND ENTIRE AGREEMENT

15.1. If the Company fails to exercise, or delays exercising, any right under these Terms, this does not mean it has given up that right.

15.2. These Terms, together with the Privacy Policy and any notices they refer to, constitute form the the entire agreement between you and the Company regarding your use of the Website.

16. SEVERABILITY

If any provision of these Terms is or becomes invalid or unenforceable, the rest of the provisions remain valid. The consequences of that invalidity or unenforceability, including any resulting gap, are determined under applicable law. No replacement provision may restrict mandatory consumer rights.