



General Terms & Conditions

Avital Swiss Invest AG

1. Introduction

These General Terms & Conditions ("Terms") govern the use of services provided by Avital Swiss Invest AG ("Avital", "we," "us," or "our"). By accessing or using our services, the Client ("Client", "Customer", "you") agrees to be legally bound by these Terms.

Use of the Services is subject to acceptance of these Terms. Clients who do not accept updates to the Terms may not continue using the Services. All Clients are obligated to remain informed of and adhere to the most recent version of the Terms.

Avital reserves the right to modify these Terms at its sole discretion. Any such modifications will be indicated by an update to the "Effective Date" at the beginning of this document. Continued use of the Services following any such update shall be deemed acceptance of the revised Terms.

Clients are encouraged to visit this policy regularly to ensure they remain informed of the applicable Terms. Avital may revise these Terms at any time with 30 days' notice. Continued use of services after the effective date of any change constitutes acceptance of the updated Terms.

2. Definitions

- **"Account"** A designated account opened with Avital Website, through which the Client may access and utilize the Services.
- **"Banking Partner"** refers to any financial institution or payment service provider with whom Avital cooperates to deliver its Services.
- **"Liquidity Providers"** refers to any financial institution or Virtual assets service provider with whom Avital cooperates to deliver its Conversion Services.
- **"Client"** A legal entity that has entered into a contractual agreement with Avital.
- **"Conversion Rate"** The rate offered when a Client exchange one fiat currency or virtual asset for another. It is sourced from a third-party provider (e.g., banking partners, financial institutions, or liquidity providers) and includes any

spread applied by Avital. This rate excludes any separately charged service fees.

- **“Virtual Asset”** A digital representation of value that may be used as a medium of exchange, unit of account, or store of value, and that is transferable, storable, or tradable electronically, (e.g, Bitcoin, Ethereum, USDC, Ripple and others currencies supported by the Avital policy).
- **“Fiat Currency”** Any currency that is issued and backed by a sovereign government or central bank, (e.g, CHF, EUR, USD, GBP and others currencies supported by the Avital policy).
- **Fiat Payment:** A transaction initiated by the Client using bank transfer, card, or other fiat payment method to purchase services or Virtual Assets.
- **“Services”** The suite of regulated and technical solutions provided by Avital on its Website, including but not limited to Virtual IBAN, Fiat and Crypto transactions, Fiat to Crypto and Crypto to Fiat conversions, FX conversions, Virtual Assets custody, Business debit card, and more.
- **“Virtual IBAN”** - A virtual named account issued and custody via licensed third-party financial institutions, enabling Clients to send and receive payments globally using a segregated Virtual IBAN under their name;
- **“Crypto wallets”** - Segregated crypto addresses enabling Clients to receive, send, store, and convert supported virtual assets;
- **“FX Conversion” and “Crypto Conversion”** - Conversion service via licensed third-party, enabling Clients to convert between Fiat currencies (e.g., EUR-GBP) or Fiat to Crypto, and vice versa;
- **“Business debit cards”** - Prepaid cards issued by a licensed third-party and shall be linked to the Client’s Virtual IBAN and/or Crypto wallet;
- **“Batch payments”** - A service enabling customers to facilitate multiple payments to different beneficiaries, by uploading a list using a file format in accordance with the instructions on Avital platform.
- **“Transaction”** - A Transaction refers to any instruction or request initiated by the Client involving the movement, exchange, or conversion of Fiat currency or Virtual Assets, including but not limited to deposits, withdrawals, payments, or conversions, executed through or facilitated by Avital website.

- **"Prohibited Business Policy"** means Avital's policy outlining business activities that are not supported or are restricted, as updated from time to time and applicable in its latest published version.
- **"Website"** - Avital's platform and any associated domains made available at www.basepayments.io
- **"User"** - An individual authorized by the Client to access and operate the Services on its behalf, such as directors, compliance officers, or account administrators.
- **"Terms"** - These Terms & Conditions, together with all referenced policies, annexes, and any subsequent updates, which govern the Client's use of the Services.

3. Scope of Services

Avital reserves full discretion over the nature, scope, features, and availability of the Services. It may add, modify, suspend, or discontinue any portion of the Services at any time, without prior notice. Avital does not warrant that the information, tools, or materials available through the Services are complete, accurate, or current, and assumes no obligation to update them.

All services are subject to availability and the approval of Banking partners and other third-party providers.

All Services remain subject to availability and the approval of our Banking partners, Liquidity providers, and other third-party. All rights under these Terms shall be exercised in accordance with the principle of good faith, as provided under Article 2 of the Swiss Civil Code.

The use of any new Services offered by Avital, after the User has accepted these Terms, shall be subject to its provisions.

Avital does not operate as a deposit-taking institution and does not provide services to consumers or end-customers directly. The Client remains fully responsible for its end-customer relationships.

3.1. Virtual IBAN

A Virtual Bank Account issued under the Client's name and held in custody by a licensed third-party financial institution, enabling the Client to send, receive, and store fiat payments using a segregated IBAN registered in their name through supported transfer networks (e.g., SEPA, SEPA-Instant, SWIFT, FasterPayments).

3.2. Crypto wallet service

Avital's Crypto wallet services enable Clients to store, send and receive supported Virtual Assets using segregated crypto addresses with multi-tier access using Avital website. The private keys to the crypto wallet addresses remain under Avital's control and are secured using industry-leading encryption protocols.

3.3. Conversion Services

Avital provides its Clients with Foreign Exchange (FX) and Virtual Asset Conversion services. These services are facilitated using a licensed third-party provider, enabling Clients to convert between supported fiat currencies (e.g., EUR to CHF), as well as between fiat currencies and supported Virtual Assets (e.g, BTC to CHF, CHF to BTC), in both directions. The Conversion Rate is sourced from a third-party provider and may be subject to additional fees, limits, price fluctuations, partial order-book fulfillment, and other risks associated with exchanging a fiat currency or Virtual Asset. By using the conversion service, the Client acknowledges that Avital assumes no responsibility for any losses incurred due to exchange rate fluctuations or delays resulting from third-party processing. The Conversion Rate is considered an estimate and shall not be deemed final until the Transaction is completed.

3.4. Business debit cards

Avital's Business Debit Cards is a service provided by a licensed third-party issuer and may be funded through the Client's crypto balance. All card issuance, usage, and related services are subject to the terms and conditions of the respective card issuer. Avital does not guarantee card acceptance, availability, or uninterrupted service, and disclaims liability for any losses resulting from third-party delays, conversion rates, or declined transactions.

3.5. Batch Payments

Batch Payments is a service enabling Clients to initiate multiple payments from their Virtual IBAN to different beneficiaries by uploading a file in a supported format, as specified in the Avital platform guidelines. Submitted files must meet all formatting

and compliance requirements. Transactions remain subject to regulatory review and approval.

3.6. Global Payouts

Global Payouts is a service facilitated by third-party providers, enabling Clients to send funds to beneficiaries worldwide via local payment methods or domestic bank transfers. Availability depends on the destination country and is subject to regulatory and compliance requirements.

4. Client Obligations

4.1. Account Eligibility

Avital exclusively serves corporate Clients. Services are not available to consumers or natural persons acting in a personal capacity. The Client must:

- Be a legally established entity.
- Undergo and pass onboarding and compliance due diligence in accordance with Avital policies.
- Do not engage in any prohibited activities based on our Prohibited business policy.
- Not be incorporated in or owned/controlled from a sanctioned or high-risk jurisdiction.
- Not be incorporated in or owned/controlled from the United States, or any of its territories.

As Avital uses several Banking partners to facilitate Virtual IBAN to its Clients, The Client acknowledges that certain business activities may be permitted by one banking partner but prohibited by another. Accordingly, access to Services may be limited, declined, or terminated based on the applicable partner's restrictions.

Avital shall notify the Client of any material changes to the Prohibited Business Policy or applicable restrictions to the Clients Account via electronic communication using the Client's Account admin email. Such notices shall be deemed received on the business day they are sent.

4.2. Clients Responsibilities

The Client agrees to ensure the following obligations are met at all times:

- **Accurate Information:** Maintain true, complete, and up-to-date information during onboarding and throughout the contractual relationship.
- **Authorized Use:** Ensure that each User is duly authorized, competent, and acts in accordance with these Terms, Avital's policies, and all applicable laws.
- **Legal Compliance:** Comply with all applicable laws, regulatory obligations, and sanctions regimes relevant to their operations and use of the Services.
- **Notification of Changes:** Promptly notify Avital of any changes to the Client's legal structure, ownership, or business activities.
- **Regulatory Cooperation:** Cooperate fully with Avital in all compliance and regulatory matters, including responding in a timely manner to any information or documentation requests.
- **Permissible Use:** Use the Services solely for lawful business activities permitted under Avital's Prohibited Business Policy.
- **Indemnification:** Indemnify and hold harmless Avital against any claims, losses, liabilities, or damages arising from the Client's breach of these obligations or any applicable law.

4.3. Registration and Account

To access and use the Services, the Client must create an account with Avital ("Account") and successfully complete Avital's onboarding which may include different levels of due diligence processes and Anti-Money Laundering based on its sole discretion. Client Accounts and associated documentation are subject to ongoing due diligence, monitoring, and review processes in accordance with applicable compliance and regulatory requirements. By registering, the Client and its authorized Users agree to:

- Provide accurate, current, and complete information during account creation and onboarding, and promptly update such information as needed;
- Submit all required documentation and cooperate with any additional or enhanced due diligence measures throughout the duration of the relationship;

- Maintain the confidentiality and security of login credentials and restrict unauthorized access to the Account;
- Immediately notify Avital of any suspected security breaches or material changes to the Client's legal, financial, or ownership structure;
- Assume full responsibility for all activities conducted under the Account and accept all risks associated with unauthorized access.

The Client acknowledges and agrees that certain Services, including but not limited to, Identity verification, AML screening, Risk monitoring, may be performed using third-party software providers, and that relevant information may be shared with Banking partners and other service providers in accordance with Avital's Privacy Policy.

Failure to comply with these obligations may result in suspension or termination of Services and may be reported to relevant regulatory authorities.

4.4. Representations

The Client represents, warrants, and undertakes that, throughout the duration of the business relationship:

- It is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction, and is not subject to insolvency, liquidation, or similar proceedings;
- It has full legal capacity and corporate authority to enter into and perform its obligations under these Terms and to access and use the Services in accordance with applicable laws and regulations;
- All information and documentation provided to Avital are true, accurate, complete, and not misleading in any material respect;
- It is not subject to any sanctions or restrictions issued by competent regulatory or governmental authorities;
- It will not use the Services to act on behalf of, or for the benefit of, any third party without Avital's prior written consent, unless expressly permitted under these Terms;

5. Service Restrictions

The Client agrees to comply at all times with Avital's Prohibited Business Policy, which outlines restricted and disallowed activities. Avital reserves the right to suspend, modify, or terminate access to the Services if the Client is in breach of these Terms or if the associated business risk materially changes. Additionally, Avital's banking partners may independently reject, restrict, suspend, or terminate the provision of Services to the Client based on their own risk assessments, policies, or regulatory obligations.

Avital may, at its sole discretion:

- Reject any onboarding application without obligation to provide a reason;
- Suspend or terminate Services with immediate effect if the Client engages in prohibited activities or breaches this Terms or any of our policies;
- Modify, limit, or discontinue Services where required by legal, regulatory, or partner constraints, with reasonable notice where possible.
- Report suspicious or non-compliant activity to authorities as required by law.

Unless otherwise required by law or regulatory obligation, Avital will provide the Client with at least thirty (30) days' notice prior to terminating Services, except where termination is due to material breach, urgent compliance issues, or risk mitigation grounds.

6. Risk Disclosures

By using Avital's Services, the Client acknowledges and accepts the following inherent risks associated with financial services, virtual assets, and technology infrastructure. These risks may result in financial loss, service disruption, or exposure to unauthorized activity. The Client is solely responsible for assessing and managing these risks in connection with their use of the Services.

6.1. Virtual Asset Risk

Virtual Assets involve elevated risks, including but not limited to high volatility, regulatory shifts, technological failure, human error, smart contract vulnerabilities, and market illiquidity. The Client acknowledges that the value of virtual assets can fluctuate significantly and may become worthless. In addition, regulatory changes, market dynamics, or third-party actions may adversely affect access, value, or legality of holding or transacting in virtual assets. Virtual asset transactions are irreversible and recorded on immutable blockchain ledgers; once submitted, they cannot be modified, cancelled, or reversed. The Client bears full responsibility for verifying recipient details, including blockchain, address, memo and other transaction parameters before submitting any transfer. The Client understands and accepts full responsibility for the use of such services.

6.2. Technology and Infrastructure Risks

Avital's Services rely on technological systems, including software, hardware, cloud servers, internet connectivity and others. System failures, cyberattacks, scheduled or unscheduled maintenance, and bugs or vulnerabilities in third-party integrations may result in delays, loss of access, or loss of funds. Avital makes reasonable efforts to maintain system availability but does not guarantee uninterrupted service.

6.3. Banking Partner Risks

Avital works with licensed third-party financial institutions, Banking partners and Liquidity Providers to facilitate certain services (e.g., Virtual IBANs, Fiat processing, FX conversion and Crypto conversion, and Card issuance). These partners may impose their own risk policies, compliance restrictions, or service limitations. The Client acknowledges that such third-parties may independently suspend, restrict, or terminate provision of services regardless of Avital's involvement, which may impact access to certain features, availability of funds, settlement times, or processing schedules, all of which may result in direct or indirect loss of funds.

The Client further agrees that Avital shall not be held liable for any such losses, delays, disruptions, or damages arising from the actions, decisions, or service interruptions of its banking partners or other third-party providers.

6.4. Fiat Transaction Risks

Fiat currency transactions (including SEPA, SWIFT, and card processing) are subject to settlement times, intermediary banking delays, foreign exchange rate fluctuations, and cross-border regulatory constraints. Delays or errors in fiat processing may occur beyond Avital's control, and Avital does not assume responsibility for losses or any additional fees resulting from third-party financial institutions.

6.5. Fraud, Scams, and Online Risks

The Client is responsible for maintaining vigilance against online scams, phishing attempts, social engineering, and other fraudulent schemes. Avital will never request login credentials via email or unofficial communication channels. Clients are strongly advised to verify all communications and monitor account activity regularly.

6.6. Unauthorized User Activity

Where Accounts allow multiple authorized Users (e.g., administrators, team members), the Client is solely responsible for managing internal access levels. Avital shall not be liable for any loss, error, or unauthorized activity resulting from misuse or negligence by any authorized User, including unauthorized payments or data exposure.

6.7. Unauthorized Access Risk

Avital's implementation of industry-standard security measures. Nonetheless, there remains a risk of unauthorized access to Client Accounts through means such as compromised credentials, malware, or third-party breaches. The Client is responsible for securing their devices, using strong authentication measures, and promptly reporting any suspicious activity.

7. Fees and Charges

All fees for Avital's Services shall be set out in a separate agreement or pricing schedule. Unless otherwise agreed, Avital reserves the right to amend its fees with at least 30 days' prior notice to the Client. All fees are exclusive of applicable taxes (e.g., VAT). The Client agrees to pay all applicable service fees, FX spreads, and network charges as applicable.

8. Data Protection

Avital processes personal data in accordance with applicable data protection laws and its Privacy Policy, which is available on the Website. By using the Services, the Client acknowledges and consents to the collection, use, and processing of personal data as outlined therein.

9. Intellectual Property

All content, information, data, materials, graphics, layouts, website addresses, products, and Services available through Avital's websites and platforms (collectively, the "Content") are the exclusive property of Avital or its Banking partners, Liquidity Providers, or other third-party, and are protected by applicable intellectual property and related laws.

The Client and its Users may access and use the Services solely for lawful, internal business purposes. Any other use, including commercial exploitation, modification, reproduction, display, distribution, public performance, or reverse engineering of the Content or Services, whether in whole or in part, is strictly prohibited without prior written consent from Avital. Use of the Content on third-party websites, platforms, or file-sharing services is not permitted.

Without prejudice to the Client's or any third party's right to challenge the validity of any intellectual property rights, the Client agrees not to perform, or permit any third party to perform, any act that may impair, invalidate, or otherwise conflict with any intellectual property right held by Avital. This includes, without limitation, any patent, copyright, trademark, trade secret, or design right. The Client shall not omit to act, or permit omission, in any way that could lead to such impairment.

The Client agrees to promptly notify Avital of any actual, threatened, or suspected infringement of Avital's intellectual property rights, or of any third-party claim arising from use of the Services.

Avital's platforms may contain links to third-party websites or services. Such links are provided for convenience only. Avital does not control and is not responsible for the content, accuracy, legality, or appropriateness of third-party websites, even if they link back to Avital. The Client acknowledges that access to or reliance on any third-party website is at their own risk.

10. Termination

Avital reserves the right to suspend or terminate access to the Services, in whole or in part, with immediate effect and without prior notice or liability, under any of the following circumstances:

- The Client or any of its Users breaches these Terms, any applicable law or regulation, or internal Avital policies, including but not limited to the Prohibited Business Policy and Compliance directives;
- The Client fails to cooperate with KYC, due diligence, or ongoing monitoring requests;
- A regulatory authority initiates an inquiry, issues a binding directive, or requires the restriction of Services;
- There is a suspected risk of fraud, money laundering, terrorist financing, or other financial crime;
- A banking partner, liquidity provider, or third-party service provider refuses to support the Client, its business model, or transaction profile.

Additionally, Avital may freeze or restrict access to accounts or assets if required by law or by order of competent judicial or regulatory authorities.

Either party may terminate the agreement for convenience with thirty (30) days' written notice. Termination shall not affect any rights, obligations, or liabilities accrued prior to the effective date of termination.

To the maximum extent permitted by law, Avital shall not be liable for any loss, damage, or expense incurred by the Client or its Users arising from the suspension or termination of Services, account closure, or access restrictions resulting from the Client's breach of these Terms, applicable legal obligations, or any fault attributable to the Client.

11. Force Majeure

Avital shall not be held liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, whether foreseeable or not. Such causes include but are not limited to acts of God, natural disasters, war, armed conflict, acts of terrorism, civil unrest, government actions, pandemics, labor strikes, utility outages, cyberattacks, or failures of telecommunication or banking systems.

In the event of a Force Majeure occurrence, Avital shall take commercially reasonable steps to mitigate the impact and shall resume performance as soon as reasonably possible. This clause does not relieve the Client from its payment obligations unless expressly waived by Avital.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Avital and its affiliates, directors, officers, employees, and service providers shall not be liable for any indirect, incidental, special, punitive, or consequential damages. This includes, without limitation, any loss of profits, revenue, data, goodwill, business interruption, or costs of procurement of substitute goods or services, whether based on contract, tort, negligence, strict liability, or otherwise, even if Avital has been advised of the possibility of such damages.

This limitation applies to all aspects of Avital's Services as described in Section 6, including but not limited to:

- Virtual asset services and related price volatility, irreversibility of transactions, and regulatory risks;
- Technology or system failures, service interruptions, cyber incidents, or data loss;
- Third-party dependencies, including banking partners, liquidity providers, and card issuers;
- Fiat currency transactions, delays, Conversion rate fluctuations, or cross-border processing issues;
- Exposure to scams, phishing, fraud, and other forms of online deception;
- Unauthorized access or misuse of the Account by Users or third parties due to compromised credentials or inadequate internal controls.

Avital shall not be liable for damages arising from any act or omission of a third party, including the suspension, limitation, or termination of services by a banking or financial partner. Nor shall Avital be responsible for any errors or losses caused by inaccurate or incomplete information provided by the Client.

12.1. Cap on Liability

In any case, Avital's total cumulative liability to the Client for any claim arising out of or in connection with the Services shall not exceed the lesser of the total fees paid by the Client to Avital in the twelve (12) months preceding the event giving rise to the claim.

12.2. Indemnification

The Client agrees to indemnify, defend, and hold harmless Avital, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- the Client's or any User's use or misuse of the Services;
- any breach of these Terms or violation of applicable law by the Client or its authorized Users;

- any fraudulent, negligent, or willful act or omission of the Client or its authorized Users;
- any third-party claim arising from the Client's business activities, content, or conduct;
- any action, inquiry, or claim brought by an end-customer, regulator, or third party in relation to the Client's operations, products, services, or use of Avital's platform;
- any disruption, delay, or failure in service caused by third-party providers involved in delivering Avital's Services, including but not limited to Banking partners, Financial institutions, Liquidity providers, Card issuers, Technology platforms, Software services and Compliance solution providers.

This indemnity applies regardless of whether such third parties are contracted directly by the Client or by Avital for the purpose of providing services under these Terms. The Client acknowledges that Avital depends on third-party infrastructure and services, and agrees that Avital shall not be held liable for any resulting losses, except in cases of Avital's own gross negligence or willful misconduct.

13. Warranties

Avital makes commercially reasonable efforts to ensure the reliability, availability, and continuity of its Services in accordance with their intended purpose. However, due to the nature of digital infrastructure and long-distance data transmission, Avital cannot guarantee uninterrupted access, absolute security, or error-free operation of the Services at all times.

All Services are provided on an "as is" and "as available" basis, without warranties of any kind. To the maximum extent permitted by applicable law, Avital expressly disclaims all express, implied, and statutory warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from usage of trade or course of dealing.

The Client acknowledges that the use of the Website and Services is at their sole risk, and that Avital assumes no responsibility for the suitability, reliability, or availability of the Services in any specific context or environment.

14. Confidentiality

The Client and Avital agree to maintain in strict confidence all non-public, proprietary, or sensitive information exchanged in connection with the Services or disclosed during the course of the business relationship, whether communicated orally, in writing, electronically, or otherwise (“Confidential Information”).

This obligation does not apply to information that is publicly available without breach of these Terms, lawfully obtained from a third party without restriction, independently developed without reference to the Confidential Information, or required to be disclosed by law, regulation, or court order. In such cases, where legally permissible, the disclosing party shall provide prompt notice to the other party.

The duty of confidentiality shall survive the termination or expiration of these Terms and Conditions for a period of ten (10) years, or for as long as required under applicable law or regulatory obligation.

15. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law rules. The exclusive place of jurisdiction for any dispute arising out of or in connection with these Terms shall be the competent courts at the registered office of Avital Swiss Invest AG, as determined at the time the dispute arises.

This clause does not prevent Avital from seeking injunctive or interim relief in any other jurisdiction where such relief is necessary or appropriate.

16. Contact

Avital Swiss Invest AG

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