Wirex Crypto-Assets Terms of Service

1. Welcome

Welcome to the Wirex Crypto-Assets Terms of Service!

These Crypto-Assets Terms of Service together with the Wirex General Terms of Service and any other referenced documents (collectively the “**Crypto-Assets Terms**”) govern your use of crypto-asset services through the Wirex Platform and form the legal agreement between:

You, as the Wirex client; and

DA Labs S.A.S. DE C.V., a company incorporated in El Salvador (company number: 0623-130326-116-1) with a registered office address at Entre 87 y 89 AV. Norte #2, Centro de Oficinas SNBX, World Trade Center, Colonia Escalón, El Salvador ("**Wirex**", or "**we**", "**our**", "**us**" or “**DA Labs**”).

2. Crypto-Asset Risks

Crypto-assets carry significant risks due to their extreme volatility. Their prices can fluctuate rapidly and unpredictably, and most crypto-assets are not backed by a central authority and remain largely unregulated in many jurisdictions.

Before buying, selling, or using crypto-assets, you should carefully assess whether such activities are suitable for you, given your financial circumstances and risk tolerance. You are solely responsible for any losses incurred, and you engage with crypto-assets entirely at your own risk. Under the applicable regulations and based on the services it is authorized to carry out, DA Labs is not obliged to assess the suitability or appropriateness of the investment in crypto-assets with respect to the clients' risk profile, including their knowledge and experience, financial situation and risk appetite.

You are also solely responsible for complying with any tax obligations related to your use of crypto-assets through Wirex Platform. Failure to report or pay applicable taxes may result in legal penalties.

This section does not detail every potential risk deriving from a given crypto-assets. This information is usually included in the relevant whitepaper (where available). You should seek independent advice if you are unsure whether the use of crypto-assets, as well as any of the Wirex Services are appropriate for you.

3. Wirex Crypto-Assets Services

DA Labs offers a comprehensive suite of crypto-asset services through the Wirex Platform, including:

- Custody Services: safeguard your crypto-assets with Wirex's secure storage solutions, designed to protect your digital assets from unauthorized access and potential threats.
- Crypto-Asset Transfers: easily transfer crypto-assets between Wirex clients and external wallets, ensuring seamless and secure transactions.
- Crypto-Asset Exchange: exchange your crypto-assets for traditional currencies or other crypto-assets with competitive rates and minimal fees.

You can access these Crypto Terms at any time on the Wirex Platform or request a copy in a durable medium.

4. Custody of Your Crypto-Assets

Your crypto-assets are securely held by DA Labs on your behalf within your Wirex Profile. These assets are segregated and kept separate from Wirex's proprietary accounts. To protect your assets, Wirex uses cold storage, encryption, key management, and multi-signature protocols. While we take reasonable steps to safeguard your assets, we are not liable for losses due to unauthorized access to your Wirex Profile or Wirex Account.

If you believe your smartphone, Wirex Card, or the login details for your Wirex Profile have been lost, stolen, or accessed without authorisation, you must contact us immediately at supportescalations@wirexapp.com or contacting the Help Center on Wirex Platform. **We will not be responsible for losses incurred due to unauthorised access of your hardware and data.**

Your assets are stored in a pooled account alongside those of other Wirex clients, but your holdings and identity are maintained separately in our independent records. No lien or security interest is created over the crypto-assets held for you by us or any third party. You acknowledge that your crypto-assets may be safeguarded in the same or different types of crypto-assets. In the unlikely event of insolvency, your assets cannot be enforced by Wirex's creditors as they are not part of Wirex's estate and will be returned to you.

If you hold crypto-assets in external wallet, you can manage them through the Wirex Platform by transferring them to the appropriate Wirex Account in your Wirex Profile.

DA Labs does not act as an asset manager, investment advisor, or portfolio manager. We do not actively manage your assets, engage in transactions on your behalf on a discretionary basis, or make assessments concerning your crypto-assets.

5. Transfers and Spending of Your Crypto-Assets

You may transfer any crypto-assets from your Wirex Account to another Wirex's client or to a specified external wallet via Wirex Platform. We will execute crypto-asset transfers in accordance with your instructions, ensuring that all transfers are seamless and efficient.

Transfer services support a wide range of crypto-assets and utilize multiple distributed ledger technologies (DLTs). The list of crypto-assets available on Wirex Platform is available here and are subject to change from time to time.

Wirex Platform enables borderless transactions, facilitating smooth international transfers without geographic limitations. Transfers are available 24/7, except during scheduled service maintenance or in the event of unforeseen technical issues with networks.

The speed of transfers is subject to the blockchain's block confirmation time and the number of confirmations required for completion. Additional factors, such as Travel Rule compliance, manual risk reviews may impact processing times.

All transfers to or from external wallets are final and cannot be reversed once confirmed. In case of a failed transfers, the transfer amount and any associated fees will be credited back to your Wirex Account.

Transfers between Wirex clients are conducted off-chain and can be reversed in case of error or unintentional transfer though our Customer Support Service, subject to appropriate verifications on the nature of the transfer and the reasons why the transaction is asked to be reversed.

You can also request us to transfer any crypto-assets that we hold on to your behalf to external wallet nominated by you via Wirex Platform. You should verify all transaction information prior to submitting instructions. You will not be able to reverse a transfer of crypto-assets that you have initiated through the Wirex Platform. Transferring crypto-assets to the wrong address could mean that those crypto-assets will be permanently lost. Moreover, we have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. You are responsible for resolving disputes directly with the third party. At the time of the request for transfer, DA Labs will warn you as to whether and when the crypto-asset transfer will be irreversible or sufficiently irreversible in case of probabilistic settlement and the amount of any charges for the crypto-asset transfer payable by you including, where applicable, a breakdown of the amounts of such charges, distinguishing between the gas fees charged for the transaction through the relevant DLT network and other fees charged by DA Labs.

External transfers are processed on-chain. All of them require authentication via SMS or biometric confirmation. If you transfer crypto-assets to an external wallet that is not managed by us, you will no longer be able to manage those crypto-assets through the Wirex Platform.

To comply with applicable anti-money laundering and counter-terrorist financing regulations, you may not be able to transfer crypto-assets purchased via the Wirex Platform to external wallets or non-Wirex users for a period of three days following the completion of customer due diligence. This restriction may also apply to other types of transfers as reasonably necessary to comply with regulatory obligations. Additionally, we may reject your instruction to carry out a transfer of crypto-assets if there is a reasonable suspicion under anti-money laundering and counter-terrorist financing regulations or you have failed to provide necessary information upon our request to complete a transfer.

Details on the form of and procedure for initiating or consenting to a transfer of crypto-assets and withdrawing an instruction or consent explain in detail here.

Sometimes crypto-assets fork and a new version of the crypto-asset is created. When this occurs, we will coordinate with our exchange partners to determine the best approach for our clients. This approach will be made in our sole discretion, and we will inform you of this approach. More information about forks can be found in our FAQs.

Following the execution of crypto-asset transfers, DA Labs will provide you with the following information: the names and account details (or distributed ledger addresses) of the originator and the beneficiary; a reference to identify each transfer; the type and amount of crypto-assets transferred; the value date of the debit or credit; any related charges, fees, or commissions; and, where applicable, a breakdown of those amounts.

This information will be provided on a periodic basis, on a durable medium and free of charge.

If a crypto-asset transfer is rejected, returned, or suspended, you will be informed of: the reason for the issue; any steps required to resolve it (where applicable); and any charges or fees incurred, including whether reimbursement is available.

6. Exchange Services

DA Labs offers exchange services that allow you to convert (1) your traditional currencies to crypto-assets, (2) crypto-assets to other crypto-assets, (3) crypto-assets to traditional currencies.

To purchase crypto-assets, you must specify:

- The type of crypto-asset you wish to buy;

- The amount you intend to purchase;
- And confirm the total price payable in respect of the purchase.

If the transaction can be executed under current conditions, we will process your order and update your Wirex Account to reflect the purchase.

You may conduct exchange using funds on your Wirex Account or Wirex Card.

To exchange your crypto-assets on your Wirex Account, you should select the crypto-assets you wish to sell, specify the amount and at last review the exchange rate quote we provide and confirm the transaction. Once you confirm the exchange order, we will execute the transaction.

Execution of exchanges depends on availability and market conditions. If we are unable to process your order – due to exchange limitations, liquidity, technical issues, or any other reason – we will notify you and prompt you to submit a new request.

All exchange transactions are final and irreversible once your instructions have been received and confirmed. It is your responsibility to ensure all transaction details are accurate before submission. DA Labs shall not be liable for delays or failures in execution due to insufficient funds, technical errors, third-party service outages, DLT network interruptions or market unavailability.

You can use your Wirex Card to spend crypto-assets by converting them into traditional currencies, where this functionality is supported. This conversion may happen automatically at the point of purchase. The applicable conversion rate is determined by DA Labs based on over-the-counter and exchange rates available at the time of the transaction and will be displayed to you via your Wirex Profile. For further details, please refer to the Wirex Card Terms.

When you exchange one crypto-asset for another crypto-asset or traditional currency on the Wirex Platform, you are entering into a transaction directly with Wirex. In such cases, **Wirex acts as principal**, dealing on its own account and not as an intermediary, broker, or exchange matching other users' orders.

7. Availability of the Crypto-Assets

You can view the available crypto-assets that you can buy through the Wirex Platform, along with pricing, by logging into your Wirex Profile. The availability of specific crypto-assets and their respective prices may vary over time and are subject to change based on market conditions and operational factors.

While DA Labs endeavours to provide a stable and high-quality service, access to the crypto-asset functionalities of the Wirex Platform depends on third-party networks and systems, including crypto-asset exchange platforms and liquidity providers that are not under DA Labs's direct control. As a result, we cannot guarantee the continuous availability of any specific crypto-asset or related service.

From time to time, DA Labs may need to suspend or limit access to certain crypto-asset services on the Wirex Platform, including for scheduled maintenance, upgrades, or unanticipated outages. Where possible, advance notice of such interruptions will be provided through your Wirex Profile or via email. However, DA Labs cannot guarantee uninterrupted service at all times.

In the event that a crypto-asset becomes unsupported, delisted, or no longer available for use on the Wirex Platform (whether due to third-party service changes, regulatory action, or internal risk assessments), we will endeavour to notify you in a timely manner and, where practicable, provide you with an opportunity to transfer the affected crypto-assets to an external wallet.

If you do not take action within the time period specified in our communication, DA Labs reserves the right to liquidate the remaining balance of the unsupported crypto-assets at the then-current market price, and to deposit the proceeds into your linked traditional currency balance, or, if that is unavailable, arrange delivery of the proceeds via another reasonable method.

8. Fees and Limits

We may charge fees for crypto-asset transactions carried out via the Wirex Platform, including the purchase, sale, exchange, and transfer of crypto-assets.

When making a transfer of crypto-assets, the applicable transfer fee will be provided prior to confirmation. This fee reflects current network conditions and any applicable platform charges.

Fees are typically charged in the same crypto-asset being transacted, unless otherwise stated. A full list of standard fees is available at "Fees & Limits" section.

DA Labs reserves the right to update or modify its fee structure at its discretion, in line with applicable legal requirements. Any changes to fees will be communicated in advance and will not affect transactions already initiated or completed.

If your Wirex Account does not hold sufficient balance to cover both the transaction amount and the applicable fee, the transaction may be declined.

Crypto-asset transactions on the Wirex Platform are subject to specific limits, which may vary depending on various factors including account verification level, country of your residence, your transaction history.

Limits include, but are not limited to:

- Minimum and maximum amounts per transaction
- Daily transaction limits (typically up to USD 30,000 or equivalent, subject to individual review)

You can view your personal limits at any time by logging into your Wirex Profile. We may adjust these limits at our sole discretion, with consideration of risk, compliance requirements, or operational capacity. We may also request further information or documentation to support increased limit requests.

Limits may also apply to the amount of crypto-assets you are permitted to purchase. These limits will be visible in your Wirex Profile and are based on multiple factors including jurisdictional rules, account type, and compliance status.

DA Labs reserve the right to apply a storage fee to inactive Wirex Accounts. A Wirex Account is considered inactive when no transactions (deposit, withdrawal, transfer, or exchange) are made for a period of nine consecutive months. To support the ongoing maintenance and security of inactive accounts, storage fees may be applied as follows:

- From 9 to 18 months of inactivity: a monthly storage fee equal to 0.20% of each balance, or a minimum of USD 5.00 per balance, whichever is greater.
- After 18 months of inactivity: a daily storage fee of 0.003 BTC or its equivalent per crypto-asset held may be charged.

You will be notified at least 30 days in advance before any first storage fee is applied, and no fee will be charged if your Wirex Account does not hold any balances. Resuming activity on your account at any time will pause further storage charges.

9. Customer Support and Complaints Handling

If you need any help or want to provide any feedback, please contact our customer service by submitting a request via our Help Center on the Wirex Platform. We aim to resolve all enquiries within two weeks.

DA Labs customers can submit a complaint, and it would be handled by the Complaints Team free of charge by using the following means:

1. Through the **Wirex Complaints Form**.
2. By sending an email to customercomplaints@wirexapp.com

Your compliant will be handled in accordance with our Complaints Handling Policy.

Where a complaint remains unresolved following completion of the Company's internal complaints process, the Client may, where applicable, escalate the matter to the Superintendencia del Sistema Financiero (SSF) of El Salvador.

The Client understands that access to, and handling of, such complaints by the SSF is governed solely by applicable law and regulatory procedures, and the DA Labs does not guarantee that the SSF will accept or review any particular complaint.

10. Our Responsibility to You

Within the limits provided by applicable laws, including consumer protection laws, the crypto-asset functionalities of the Wirex Platform are provided on an "as is" and "as available" basis. Due to the inherent limitations of Internet-based systems, technology, and third-party service dependencies, we cannot guarantee that the Wirex Platform or any of crypto-asset services will always be available, uninterrupted, secure, or free from errors, delays, or defects.

DA Labs is not liable for any delays, errors, interruptions, or failures to perform caused by factors beyond our control. These may include, but are not limited to: (i) natural disasters or acts of God; (ii) government or court actions; (iii) telecommunications or system failures; (iv) outages of third-party services; or (v) civil unrest, strikes, or other force majeure events.

Our total liability to you for claims arising from or in connection with your use of the crypto-asset functionalities of the Wirex Platform will be limited to the total amount of fees you have paid to us for those services in the twelve months immediately preceding the event giving rise to the claim. If you have not paid any fees, we shall have no liability to you for such claims.

Save for the cases provided herein, under no circumstances shall DA Labs be liable for indirect, incidental, special, punitive or consequential losses, including loss of profits, data, goodwill, business opportunity, or anticipated savings, even if we have been advised of the possibility of such losses. We are also not liable for any loss or damage that was not reasonably foreseeable, or which arises due to your failure to comply with these Terms or applicable law.

The limitations of liability to the benefit of DA Labs provided herein are not applicable in case of its gross negligence and wilful misconduct and, in any case, they apply within the limits of applicable laws, including consumer protection laws.

11. Termination of Wirex Crypto-Asset Services

If you feel at any point that you are unable to agree to these Crypto-Asset Terms, you can cancel your use of the crypto-asset functionalities of the Wirex Platform by contacting us at supportescalations@wirexapp.com or via the Help Center on Wirex Platform.

If you do so, you will not be able to use the crypto-asset functionalities of the Wirex Platform. This will not affect any existing obligation you may have to pay any amounts to us. It will also not affect your ability to use the other functionalities of the Wirex Platform.

We may decide to suspend or terminate your access to the crypto-asset functionalities of the Wirex Platform, and/or other elements of the Wirex Platform, if you fail to comply with any of these Crypto-Asset Terms or on the basis listed in the General Terms. We will usually notify you if this is the case.

We may also terminate your access to the crypto-asset functionalities of the Wirex Platform if we decide to withdraw the crypto-asset functionalities of the Wirex Platform. We will give you two months' notice if we do this.

When you or we decide to end your use of the crypto-asset functionalities of the Wirex Platform, we will sell all of your crypto-assets and transfer the balance from the sale to your Wirex Account where available, unless we are prohibited from doing so by law or if we are unable to verify your identity.

12. Amendments to these Crypto-Assets Terms

We may amend these Crypto-Assets Terms from time to time for just cause. Unless a shorter term is required under applicable laws, we will notify you at least 2 months in advance of any upcoming changes. If you do not agree with the changes, you must cease using the Wirex Platform before the effective date of the new terms. By continuing to use the Wirex Platform after the changes take effect, you are deemed to have accepted the updated terms.

Certain changes may take effect immediately and without prior notice, particularly when required by law or when we make minor adjustments that do not materially affect your rights, remedies, or our obligations. In such cases, we will inform you as soon as reasonably practicable.

Any changes to these Crypto-Assets Terms will take effect immediately upon publication on the Wirex website.

13. Miscellaneous

These Crypto-Assets Terms shall be governed and interpreted in accordance with laws of El Salvador.

Unless stated otherwise in these Crypto-Assets Terms, if any provision is found to be invalid or unenforceable by a court or competent authority, such provision shall be deemed modified or, if necessary, struck out to the extent required, and the remainder of these Crypto-Assets Terms shall remain in full force and effect.

The failure or delay by DA Labs in exercising any right or enforcing any provision of these Crypto-Assets Terms shall not be deemed a waiver of such right or provision. Any waiver must be made in writing to be effective. All rights and remedies under these Crypto-Assets Terms are cumulative and not exclusive of any rights or remedies provided by law.

You may not assign or transfer any of your rights or obligations under these Crypto-Assets Terms without our prior written consent. DA Labs may assign or transfer its rights or obligations under these Crypto-Assets Terms at any time without notice. No third party shall have any rights to enforce any part of these Terms.

Any disputes arising out of or in connection with these Crypto-Assets Terms shall be subject to the exclusive jurisdiction of El Salvador, without prejudice to any mandatory rights you may have under the laws of your country of residence or domicile, including the right to bring a claim before the courts of that country. If you are not a consumer, the Judiciary of El Salvador shall have exclusive jurisdiction.