GENERAL TERMS AND CONDITIONS OF SALE (GTCS) – OZAPAY

Last updated: May 2026

1. PURPOSE AND SCOPE

These General Terms and Conditions of Sale (hereinafter the «GTCS») define the financial terms applicable to the use of the OZAPAY platform (hereinafter the «Platform»). They complement the General Terms of Use (GTU), to which they are inextricably linked.
These GTCS relate exclusively to the billing of access to and use of the software features offered by OZAPAY. They do not govern the sale of digital assets or the provision of regulated financial services.

2. NATURE OF THE SERVICE PROVIDED BY OZAPAY

OZAPAY acts exclusively as the publisher of a software solution enabling users to interact, independently, with blockchain networks, decentralized protocols, and third-party services.

As such, OZAPAY does not offer any order execution, order transmission, digital asset custody, or payment services. It does not carry out any asset conversion and does not hold, directly or indirectly, any funds belonging to users.

Operations carried out via the Platform are initiated exclusively by users, under their sole responsibility, and executed without any intervention by OZAPAY.

Terms used on the Platform such as «payment» or «collection» must be understood as functional descriptions of transfers made directly between user-controlled wallets, and shall not be interpreted as the provision of a payment service in the regulatory sense.

3. NO FINANCIAL RELATIONSHIP OR CONTROL OVER FLOWS

OZAPAY does not intervene at any point in users' financial or digital asset flows. Transactions are executed directly on blockchain networks or via third-party providers, without assets passing through, being held, controlled, or managed by OZAPAY. Accordingly, OZAPAY cannot be characterized as a financial intermediary, payment service provider, or custodian.

4. ACCESS TO THIRD-PARTY SERVICES

The Platform may provide access, on a purely technical and informational basis, to services offered by third-party providers, including solutions for buying, selling, or converting digital assets.

These providers — such as Coinbase, Ramp Network, Transak, or MoonPay — act independently and under their own responsibility, particularly with regard to the regulations applicable to them.

The Platform also enables interaction with protocols and infrastructures such as decentralized aggregators (including Jupiter), technical transfer solutions (Bridge), and fiat service providers (Swan).

OZAPAY does not intervene in the selection, execution, or coordination of operations carried out via these services, and does not provide any conversion service, directly or indirectly. The user remains solely responsible for the choice of services used and the operations they decide to carry out.

5. BUSINESS MODEL

OZAPAY's business model is based exclusively on billing for access to its software infrastructure and features. Revenue received by OZAPAY is in no way linked to the execution of transactions, their outcome, volume, or success.

6. USAGE FEES

6.1 GENERAL PRINCIPLE

Use of the Platform may give rise to fees corresponding to access to the technical infrastructure and software features.

These fees may apply in particular when sending digital assets or using certain features. They are displayed prior to confirmation and are deemed accepted by the user.

6.2 NATURE OF FEES

Fees may be expressed as a percentage of the amount of the operation initiated by the user. This calculation method constitutes an internal pricing parameter, unrelated to the execution of the transaction itself.

It shall not be interpreted as a financial commission, a participation in the transaction, or remuneration linked to an intermediation service.

6.3 EXTERNAL FEES

Additional fees may be applied by blockchain networks, protocols, or third-party providers.

These fees are independent of OZAPAY and may be charged directly by the entities concerned.

7. COMMERCIAL OFFERS

The currently available offer is the «LIBERTY» plan, with no subscription, including per-operation fees. Other offers may be introduced at a later stage and will be subject to specific terms and conditions.

8. INTERACTION WITH DIGITAL ASSETS

The Platform enables only technical interaction with digital assets accessible on compatible networks. OZAPAY provides no guarantee as to their value, liquidity, or the existence of markets or counterparties.

9. OZA TOKEN

The OZA token is a utility token used within the OZAPAY ecosystem. It is issued by a legal entity distinct from OZAPAY, which does not manage its issuance, administration, or governance.

OZAPAY may hold a minority share of OZA tokens, without unilateral control, exclusively within the framework of loyalty, reward, or application usage mechanisms.

This holding does not constitute a market activity or a strategy to influence the price or liquidity of the token. Use of the OZA token confers no specific rights with respect to OZAPAY and constitutes neither an investment nor a financial product.

10. RISKS

The user acknowledges that the use of digital assets carries risks, including high volatility and the possibility of total loss of value.

Blockchain networks and third-party services may evolve or be discontinued without notice.

11. LIABILITY

OZAPAY is subject to a best-efforts obligation. Its liability is limited to the amount of fees collected, except in cases of gross or willful misconduct.

It cannot be held liable for losses related to digital assets, user errors, third-party failures, or technical incidents.

12. TAXATION

The user remains solely responsible for complying with their tax obligations, particularly regarding the reporting and taxation of operations carried out.

To assist users, OZAPAY provides within the Platform features enabling the export of certain data, including: digital asset receipts (particularly for professionals), payments made, and in due course digital asset disposal operations involving fiat currencies.

These features are intended solely to assist the user in tracking their operations. They are provided for informational purposes only and do not constitute an official tax reporting tool, a guarantee of completeness or accuracy, or tax advice.

The user remains solely
responsible for verifying, interpreting, and reporting the information.

13. USE AND TERRITORIALITY

The user undertakes to comply with the regulations applicable in their jurisdiction.

14. AVAILABILITY

The Platform may be interrupted at any time, temporarily or permanently.

15. TERMINATION

The user may stop using the Platform at any time.

16. AMENDMENTS

These GTCS may be modified at any time.

17. APPLICABLE LAW

These GTCS are governed by French law. The courts of Paris have exclusive jurisdiction.