

Terms of Use - Frascati LLC

Last updated: 26 January 2026

By accessing or using this website (the “**Site**”), registering an account (“**Account**”), or using any services made available through the Site (the “**Services**”), you (“**you**”, “**your**” or “**User**”) agree to be legally bound by these Terms of Use (the “**Terms**”).

Please read these Terms carefully before using the Site or the Services. If you do not agree with any part of these Terms, you must not access or use the Site or the Services.

As used in these Terms, “**Frascati**” refers to **Frascati LLC**, registration number **306550-3301-000**, a company incorporated under the laws of the **Kyrgyz Republic**, with its registered address at **194 Vasilyeva Street, Pervomaisky District, Bishkek, Kyrgyz Republic**. Frascati operates this Site and provides the Services described herein.

Frascati acts as a **commercial service provider and website operator**. Frascati is not a bank, payment service provider, electronic money institution, card issuer, custodian of funds, account provider, or financial institution, and does not provide regulated financial services.

Frascati does not hold, safeguard, or control User funds. All funds related to any financial or payment-related activities are received, held, and processed **directly by licensed third-party financial institutions**, including banks, electronic money institutions, payment service providers, card issuers, and other authorized entities, in accordance with their respective terms, licenses, and regulatory obligations.

References to Frascati in these Terms include, where applicable, its directors, officers, employees, and authorized representatives, solely in connection with the operation of the Site and provision of the Services.

Definitions

Account

A contractual relationship established when a User accepts these Terms of Use and the applicable Privacy Policy and is granted access to the Site and Services. An Account enables the User to submit instructions and requests for services made available through the Site and provided by licensed third-party financial institutions.

Bitcoin

A decentralized peer-to-peer digital asset operating on a public blockchain network, as generally described at bitcoin.org.

Cryptocurrencies

Digital assets or virtual currencies based on distributed ledger or blockchain technology, including but not limited to Bitcoin, which may be supported by third-party providers accessible through the Site.

Buyer(s)

User(s) who submit an instruction or request to purchase cryptocurrency through the Services provided by licensed third-party providers.

Commission or Fee

A service fee payable to Frascati for access to and use of the Site and related Services, as disclosed on the applicable fees page or within the Site prior to confirmation of a transaction. Fees charged by third-party providers may apply separately.

User(s)

Any individual or legal entity that holds an Account and accesses or uses the Site or Services, including Buyers and Sellers.

Personal Data

Any information relating to an identified or identifiable individual, including but not limited to name, contact details, identification data, and usage information. Personal Data does not include anonymized or aggregated information that does not identify a specific individual.

Price

The indicative or quoted price at which a User may request to buy or sell cryptocurrency through licensed third-party providers. Prices are determined by third-party providers and market conditions and may be displayed in supported fiat or digital currencies.

Seller(s)

User(s) who submit an instruction or request to sell cryptocurrency through the Services provided by licensed third-party providers.

Service(s)

The Site, software interfaces, technical infrastructure, and access mechanisms operated by Frascati that enable Users to interact with licensed third-party financial institutions and service providers. Frascati does not execute, settle, or control financial transactions.

Transaction

Any instruction, request, or operation initiated by a User through the Account, including but not limited to:

- requests to buy or sell cryptocurrency via licensed third-party providers;
- transfers of cryptocurrency or fiat currency executed by third-party providers; and
- other operations supported through the Site from time to time.

Not all Transaction types may be available in all jurisdictions or at all times.

Transaction Price

The total amount payable or receivable in connection with a Transaction, as determined and executed by the relevant licensed third-party provider, including any applicable third-party fees.

Flow of Funds

All User fiat funds are received, held, and processed **exclusively by licensed third-party financial institutions**, including banks, electronic money institutions, and authorized payment service providers.

Frascati does **not** receive, hold, safeguard, control, or process User funds at any time.

With respect to cryptocurrencies, all buy and sell transactions are executed **solely by authorized and regulated third-party exchanges, liquidity providers, or other licensed service providers**. Frascati acts only as a technical interface and contractual access point, enabling Users to submit instructions that are transmitted for execution by duly authorized third-party providers.

At no point does Frascati directly engage in the purchase, sale, execution, settlement, or custody of cryptocurrencies or fiat funds.

Intermediary Providers

For the avoidance of doubt, any cryptocurrency- or payment-related transactions made available through the Site are facilitated exclusively by licensed and authorized third-party providers operating under their own regulatory approvals and compliance obligations. Such providers may include banks, electronic money institutions, payment service providers, exchanges, or liquidity providers, depending on the Service and jurisdiction.

Frascati does **not** act as an exchange, broker, payment service provider, issuer, custodian, or financial institution. Frascati's role is limited to providing access to the Site, transmitting User instructions to third-party providers, and displaying transaction-related information and reporting made available by such providers.

The identity, role, and jurisdiction of applicable third-party providers may vary depending on the Service, User location, and regulatory requirements and may be disclosed to Users through the Site or upon request.

Crypto Execution via Authorized Providers — Completion and Security

Frascati provides a **technical routing and access service only**. User instructions are transmitted to duly authorized and regulated third-party exchanges or liquidity providers (the **"Crypto Providers"**) for execution in accordance with their licenses, internal rules, and applicable laws.

Execution confirmations and status updates made available by the Crypto Providers may be displayed in the User's Account for informational purposes. A cryptocurrency transaction is deemed completed when (i) the relevant Crypto Provider confirms execution and (ii) the applicable blockchain network records the transfer with the required number of confirmations, as indicated prior to submission of the instruction.

Price formation, slippage, and settlement finality are determined solely by market conditions, the applicable blockchain network or protocol, and the execution practices of the relevant Crypto Provider. Frascati does not control, influence, or guarantee execution prices, confirmation times, or transaction outcomes.

Crypto Providers apply their own security, custody, and operational safeguards, which may include segregation of client assets, institutional key-management controls, and audited operational procedures. If an instruction cannot be executed or must be reversed due to market

conditions, technical issues, or provider-level decisions, any unexecuted amount is returned or credited in accordance with the applicable Crypto Provider's rules and confirmation.

Frascati does not provide custody of digital assets and does not assume responsibility for the execution, settlement, or security of cryptocurrency transactions performed by third-party providers.

Third-Party Providers: Identification and Disclosure

Frascati enables access to services provided by **duly authorized and licensed third-party institutions**, which may include banks, electronic money institutions, payment service providers, exchanges, liquidity providers, and other regulated entities (collectively, "**Third-Party Providers**").

Such Third-Party Providers operate independently and provide their services under their own licenses, regulatory approvals, internal rules, and contractual terms. Frascati does not control, manage, or supervise the operations of Third-Party Providers and is not responsible for their acts, omissions, or decisions.

Information regarding Third-Party Providers may be disclosed to Users **only where such disclosure is required by applicable law or mandatory regulatory obligation**. Frascati does not undertake to disclose the identity of specific Third-Party Providers involved in individual Transactions and may restrict or refuse such disclosure in accordance with legal, contractual, confidentiality, security, or operational considerations.

Frascati may add, replace, or discontinue cooperation with Third-Party Providers at its discretion in order to maintain technical functionality, service availability, or compliance with applicable laws and contractual requirements. Changes to Third-Party Providers do not affect the validity of these Terms.

Scope of Services

The Site operated by Frascati enables Users to access and interact with services provided by licensed third-party financial institutions and service providers. Subject to availability and applicable restrictions, the Services may allow Users to:

- submit instructions to buy or sell cryptocurrencies through authorized third-party exchanges or liquidity providers;
- initiate transfers of cryptocurrency or fiat currency that are executed by licensed third-party providers in accordance with their rules and requirements;
- request currency exchange or conversion services performed by authorized third-party providers;
- access application interfaces for bank accounts, including IBAN accounts, which are opened, issued, and maintained exclusively by licensed banking partners;

- access card application interfaces for payment cards or card-related services issued and provided exclusively by licensed card issuers and regulated third-party institutions.

Frascati does not provide any of the above services as a financial institution and does not execute, settle, issue, or hold any financial products or user funds.

Availability of specific Services may vary depending on the User's country of residence, applicable laws, regulatory restrictions, and third-party provider requirements. It is the User's responsibility to ensure that access to and use of the Site and Services is permitted under the laws applicable to the User.

Subject to compliance with these Terms, Frascati grants the User a personal, limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Site and the Services solely for lawful purposes.

Acceptance of Terms and Eligibility

IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE SITE OR THE SERVICES.

By registering an Account or otherwise using the Site or Services, you represent and warrant that:

- you have read, understood, and accepted these Terms of Use; and
- you are at least eighteen (18) years of age and have the legal capacity to enter into binding agreements under applicable law.

You acknowledge that any transactions or activities involving cryptocurrencies or other digital assets are performed by licensed third-party providers and may be subject to additional terms, eligibility requirements, and restrictions imposed by such providers. You further acknowledge that any access restrictions, geographic limitations, or eligibility requirements applicable to the Services may be imposed by licensed third-party financial institutions, card issuers, or regulatory authorities and are implemented by Frascati as a technical and contractual compliance measure.

Risk Warning

Activities involving goods, products, digital assets, or virtual currencies involve significant risk. Prices of such assets may fluctuate substantially over short periods of time and may increase or decrease in value at any moment. Any asset, whether digital or otherwise, may be subject to sharp price movements and may become partially or entirely worthless. As a result, losses may occur.

Cryptocurrencies present specific risks that are not generally associated with traditional fiat currencies, goods, or commodities. Unlike currencies backed by governments or central banks,

cryptocurrencies are typically supported by technology and decentralized networks. There is no central authority that can issue additional units, stabilize prices, or intervene to protect value during periods of market disruption.

Cryptocurrencies operate within decentralized and, in many cases, evolving global systems that rely on peer-to-peer networks and cryptographic protocols. These systems may be subject to limited regulation or differing regulatory treatment across jurisdictions.

Market demand for cryptocurrencies may be affected by various factors, including technological changes, protocol updates, regulatory actions, government restrictions, the emergence of alternative digital assets, market speculation, or loss of confidence. Technical issues, security incidents, network disruptions, or failures of third-party service providers may also adversely affect the availability, transferability, or value of cryptocurrencies.

Additional risks may exist that are not currently foreseeable or identified in these Terms. Users should carefully consider whether their financial situation, objectives, and risk tolerance are appropriate before engaging in activities involving cryptocurrencies or other digital assets.

Frascati does not provide investment advice, financial recommendations, or assurances regarding the value, performance, or suitability of any digital asset. Any cryptocurrency-related transactions are executed exclusively by licensed third-party providers. Frascati's banking partners, where applicable, do not provide cryptocurrency exchange or transfer services and are involved solely in fiat-related payment processing under their respective licenses.

Limited Right of Use

Unless otherwise specified, all content and materials made available on the Site, including but not limited to software, text, graphics, images, interfaces, logos, data, and other materials (collectively, the "**Materials**"), are the property of **Frascati** or its licensors and are protected by copyright, trademark, and other applicable intellectual property laws.

Subject to compliance with these Terms, Frascati grants you a limited, personal, non-exclusive, non-transferable, and non-sublicensable right to access and use the Materials solely for your personal, informational, and non-commercial use. You may view, print, or download copies of the Materials for such purposes, provided that all copyright and proprietary notices are retained.

All trademarks, service marks, logos, and trade names displayed on the Site (the "**Trademarks**") are the property of Frascati or their respective owners. Nothing in these Terms grants you any right, license, or interest in or to any Trademarks or Materials beyond the limited right of use expressly set out herein.

The Materials and Trademarks may not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected, distributed, or otherwise exploited, whether by manual or automated means, for any purpose without the prior written consent of Frascati or the applicable rights holder. Any unauthorized use may violate applicable laws and may result in civil or criminal liability.

Maintaining Your Account

The Site and Services are provided for personal and lawful use only. Frascati takes reasonable measures to maintain the security and integrity of the Site and related technical infrastructure.

By registering an Account, you agree to provide accurate, current, and complete information as requested during the registration process and to keep such information up to date. Failure to do so may constitute a breach of these Terms and may result in suspension or termination of your Account.

You must use only your own Account and must not access, attempt to access, or assist others in accessing any Account that does not belong to you. The creation or use of multiple Accounts, or Accounts created without authorization, may result in suspension or termination of all related Accounts and access to the Services.

You are responsible for maintaining the confidentiality of your Account credentials, including your password, and for all activities conducted through your Account. Any actions, instructions, or operations initiated through your Account are deemed to have been authorized by you.

Certain transactions involving cryptocurrencies are irreversible once executed by third-party providers. You are solely responsible for verifying transaction details, including recipient addresses and amounts, before submitting any instruction through the Site.

If Frascati detects activity that appears inconsistent with normal usage patterns, technical integrity, or security requirements, Frascati may take reasonable technical measures, which may include requesting additional information or temporarily restricting access to the Account, in order to protect the Site, Users, or third-party providers. Failure to cooperate with such requests may result in suspension or termination of the Account.

You must promptly notify Frascati of any unauthorized use of your Account, loss of credentials, or suspected security breach using the contact details made available on the Site.

You agree not to use the Site or Services for any unlawful purpose, including but not limited to money laundering, terrorist financing, fraud, unauthorized access, system interference, or any other illegal or prohibited activity.

Any minimum transaction amounts, limits, or thresholds applicable to specific Services are determined by third-party providers and may be displayed through the Site from time to time.

Fees

Information regarding applicable fees and charges, including any service fees of Frascati and fees imposed by licensed third-party providers, is made available on the relevant pages of the Site or within the applicable function prior to confirmation of a transaction.

The total amount of fees and charges applicable to a specific transaction is displayed before the User submits an instruction, subject to the information made available by the relevant third-party providers.

Verification of Accounts

Access to certain Services may require completion of verification procedures performed by licensed third-party financial institutions and specialized identity and compliance verification providers, in accordance with their regulatory obligations and internal policies.

Frascati does not perform regulated customer due diligence, know-your-customer (KYC), or anti-money laundering (AML) checks as a financial institution. Frascati's role is limited to facilitating the collection and transmission of required information to relevant third-party providers and to providing technical and operational support in connection with the verification process.

You agree to provide accurate, complete, and up-to-date information and documentation as requested by applicable third-party providers for the purposes of identity verification, fraud prevention, sanctions screening, and compliance with applicable laws. Such information may include Personal Data, as described in the Privacy Policy.

Decisions regarding verification, approval, rejection, suspension, or restriction of Accounts, as well as any blocking of transactions or services, are made solely by the relevant licensed third-party providers in accordance with their regulatory obligations. Frascati does not control and is not responsible for such decisions.

Where verification is incomplete or pending, access to certain Services may be restricted until the relevant third-party provider completes its review. Any retention, processing, or restriction of Personal Data in connection with verification activities is carried out in accordance with applicable laws and the Privacy Policy.

Frascati may use compliance and monitoring technology, including services provided by its technology and infrastructure partner, solely to support communication, reporting, and technical integration with licensed verification and financial service providers.

IBAN Accounts

IBAN accounts are **not** issued, provided, or maintained by Frascati. Any IBAN or similar bank account services made accessible through the Site are provided exclusively by **duly licensed and authorized third-party banking institutions** acting under their own regulatory approvals and contractual terms.

Frascati's role is strictly limited to facilitating the application process and providing a technical interface that allows Users to submit requests and access services offered by such partner banks. All IBAN accounts are issued, operated, and maintained solely by the respective partner bank, which remains fully responsible for account servicing, customer due diligence, regulatory compliance, and all related obligations.

By applying for or using an IBAN account through the Site, you enter into a direct relationship with the relevant partner bank and agree to be bound by that bank's applicable terms, conditions, and privacy policies. Frascati is not a party to the banking relationship and does not assume responsibility for the services provided by partner banks.

Partner Banks — Direct Client Relationship and Support

Any bank accounts, including IBAN accounts, are opened and maintained exclusively by licensed third-party banking institutions (the “**Partner Banks**”), which act as the User’s account provider and are solely responsible for account servicing, customer due diligence, compliance, and regulatory obligations.

Users may contact the relevant Partner Bank directly using the contact details provided by that bank for matters relating to account operations, including but not limited to payment tracing, account blocking or unblocking, recalls or chargebacks (where applicable), and complaints subject to applicable banking regulations.

Frascati does not provide banking services and does not make decisions regarding bank accounts or related regulatory matters. Where appropriate, Frascati may provide **technical assistance or coordination support** to facilitate communication between the User and the Partner Bank. Any matters governed by the Partner Bank’s terms, policies, or regulatory obligations remain subject exclusively to the Partner Bank’s decision-making authority.

Payment Cards

Payment cards or card-related services made available through the Site are **not issued, provided, or administered by Frascati**. Any such cards are issued and serviced exclusively by **licensed third-party card issuers and regulated financial institutions** operating under their own licenses, rules, and contractual terms.

Frascati’s role is limited to providing technical access and application facilitation where available. All card issuance, processing, customer due diligence, transaction authorization, dispute handling, and regulatory compliance are performed solely by the relevant card issuer and associated payment networks.

By applying for or using a payment card through the Site, you enter into a direct contractual relationship with the applicable card issuer and agree to be bound by its terms, conditions, and privacy policies. Frascati is not a party to the cardholder agreement and bears no responsibility for card issuance, availability, or operation.

Termination

Frascati may suspend or terminate your access to the Account or the Services, with or without prior notice, where reasonably necessary to:

- enforce these Terms of Use;
- address security, technical, or operational risks;
- comply with applicable laws, legal obligations, or requests from competent authorities; or
- respond to actions or decisions of licensed third-party providers that affect the availability of the Services.

Upon termination or suspension, your right to access and use the Site and Services will immediately cease, subject to any obligations or restrictions imposed by applicable third-party providers.

You may terminate your use of the Services at any time by discontinuing access to the Site. Termination of access to the Site does not affect any rights or obligations arising from transactions executed by third-party providers prior to termination.

Availability of Services

The Site and Services are provided on an “**as is**” and “**as available**” basis, without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or uninterrupted availability.

Frascati does not guarantee that the Site or Services will be available at all times or without interruption. Access to the Site may be delayed, restricted, or unavailable due to technical issues, maintenance, system failures, third-party outages, network congestion, or other factors beyond Frascati’s reasonable control. Frascati is not responsible for any loss of data, delay, error, omission, or interruption resulting from such events.

Service Operations and User Interaction

Users may, subject to availability and third-party requirements, submit instructions through the Site to licensed third-party financial institutions and service providers, including banks, payment service providers, exchanges, and liquidity providers. Such third-party providers are solely responsible for executing transactions, holding or transferring funds, and performing any regulated activities.

Users interact with the Services through the Site, which functions solely as a **technical access interface** to underlying third-party providers. Frascati does not issue bank accounts, does not hold or safeguard User funds, and does not execute or settle cryptocurrency or fiat transactions.

Maintenance and Suspension

Frascati uses reasonable efforts to maintain the availability and functionality of the Site in accordance with these Terms. From time to time, access to the Site or Services may be suspended or limited for maintenance, updates, security reasons, or operational necessity. Where reasonably practicable, Frascati will seek to provide advance notice of planned maintenance, although this may not always be possible, particularly in emergency situations.

You acknowledge and accept that temporary unavailability of the Site or Services may occur and that you may not always be able to access your Account or submit instructions when desired.

Service Operations — Funding, Exchange, Transfers, and Withdrawals

Funding (Fiat)

Users may submit instructions to deposit fiat currency to accounts maintained by licensed third-party banks or authorized payment service providers, as indicated through the Site. Supported payment methods, currencies, applicable limits, and fees are displayed prior to submission of the relevant instruction. Indicative processing times are provided for informational purposes only and may vary depending on currency, payment rail, banking cut-off times, and third-party compliance checks.

Funding (Cryptocurrency)

For on-chain deposits, supported blockchain networks and deposit addresses are displayed through the Site based on information provided by the relevant third-party providers. Users are solely responsible for ensuring that digital assets are sent using the correct network and to the exact address provided. Sending assets via unsupported networks or incorrect addresses may result in loss of funds. Credit timing depends on blockchain confirmations and third-party provider processing.

Exchange and Conversion

Where available, Users may submit instructions to convert fiat currency to cryptocurrency, cryptocurrency to fiat, or perform foreign exchange conversions through authorized third-party providers. Quoted prices are indicative until execution. Final execution prices, fees, and settlement details are determined and confirmed by the relevant third-party provider at the time of execution.

Transfers and Withdrawals (Fiat and Cryptocurrency)

Users may initiate transfer or withdrawal instructions through the Site, subject to applicable limits and third-party provider requirements. Recipient details, network selection (for cryptocurrency), applicable fees, limits, and indicative processing times are displayed prior to submission. Certain transactions may be subject to additional verification steps, delays, or security-related holding periods imposed by third-party providers.

Fees and Limits

All applicable fees, including service fees, network fees, and fees charged by third-party providers, as well as any minimum or maximum limits, are displayed through the Site prior to confirmation of a transaction. Such information is provided based on data made available by the relevant third-party providers.

Security and Transaction Authorization

Users are responsible for securing their Accounts, including by enabling available security features such as multi-factor authentication and anti-phishing controls. Any instruction or transaction validated through a User's Account is treated as authorized by the User. Frascati does not independently authorize, execute, or settle transactions and does not control third-party compliance or security decisions.

Payment Tracing and Transaction Issues

For fiat transactions, tracing, recalls, or reversals are governed by the rules of the relevant Partner Bank or payment network and may be subject to third-party fees. For cryptocurrency transactions, Frascati may display transaction identifiers and confirmation data provided by third-party providers for informational purposes only. Finality of on-chain transactions is determined by the applicable blockchain network.

Processing Times

Any processing times displayed through the Site are indicative only and depend on third-party processing, banking schedules, network conditions, market activity, and compliance-related reviews. Frascati does not guarantee processing times or completion of transactions.

Quick Reference Table — Key Service Information

Third-Party Providers (Banks, Payment Institutions, Exchanges)

Where to access: Information may be displayed within the Account interface where required for the relevant Service or disclosed only where mandated by applicable law or regulatory obligation.

Frascati does not undertake to disclose the identity of specific Third-Party Providers involved in individual transactions.

Fees and Charges

Where to access: Displayed on the relevant pages of the Site and contextually before confirmation of a transaction.

Displayed information includes the total applicable fees, which may consist of service fees, network fees, and fees charged by licensed third-party providers.

Limits (minimums, maximums, daily or monthly limits)

Where to access: Displayed within the Account interface or contextually during transaction submission.

Limits may vary based on transaction type, asset type, third-party provider requirements, and applicable regulatory constraints.

Indicative Processing Times

Where to access: Displayed within the Site prior to submission of an instruction.

Processing times are indicative only and depend on third-party processing, banking cut-off times, blockchain network conditions, market activity, and compliance-related reviews.

Partner Bank Contact Details (IBAN Accounts)

Where to access: Provided by the relevant Partner Bank through account documentation or account statements.

Users maintain a direct relationship with the Partner Bank for account-level servicing matters.

Support and Inquiries

Where to access: General inquiries and support requests may be submitted via email at **info@frascati.io** or through contact options made available on the Site.

Frascati provides technical and coordination support only and does not replace the decision-making authority of licensed third-party providers.

APIs and Widgets

Frascati may make certain application programming interfaces (APIs), widgets, or similar technical tools available to selected Users or third parties to enable access to specific data or functionality of the Site.

Where widgets are provided for use on third-party websites, such widgets may be used solely in their original, unmodified form and subject to any applicable technical documentation or usage guidelines made available by Frascati. Frascati does not guarantee the availability, performance, or compatibility of APIs or widgets and may modify or discontinue them at any time.

External Websites

The Site may contain references or links to external or third-party websites (“**External Websites**”). Such links are provided for convenience only. Frascati does not control, endorse, or assume responsibility for the content, availability, policies, products, services, or practices of any External Websites.

Your access to and use of External Websites is at your own risk and is subject to the terms and policies of those websites. Frascati shall not be liable for any loss, damage, failure, or issue arising from or related to your use of, or reliance on, any External Websites, including any content, software, data, or materials obtained from such sites.

External Websites operate independently from Frascati. You are responsible for reviewing and complying with the applicable terms, policies, and security practices of any External Website you choose to visit and for taking appropriate precautions to protect your devices and data.

No Financial or Investment Advice

Frascati does **not** provide investment advice, financial advice, trading recommendations, or any form of advisory services in connection with the Site or the Services.

Any information made available through the Site, including information relating to prices, historical performance, volatility, market events, or general characteristics of cryptocurrencies or other digital assets, is provided for **general informational purposes only** and must not be considered or relied upon as investment, financial, legal, or tax advice.

Any decision to acquire, dispose of, or otherwise engage with cryptocurrencies or other digital assets is made solely by you and at your own risk. Such transactions are executed exclusively by licensed third-party providers, and Frascati is not responsible for the outcome of any transaction or for any losses incurred as a result of your decisions.

You are solely responsible for assessing whether any activity involving digital assets is appropriate for your financial situation, objectives, and risk tolerance.

Regulatory Status and Disclaimer

Frascati is **not** a bank, payment service provider, electronic money institution, card issuer, custodian, financial intermediary, or financial advisor, and is not licensed or regulated as a financial institution in any jurisdiction.

Frascati does not provide regulated financial services and does not perform customer due diligence, know-your-customer (KYC), or anti-money laundering (AML) checks as a regulated entity. All regulated financial services, including payment processing, account issuance, custody of funds, card issuing, transaction execution, and customer due diligence, are performed **exclusively by licensed third-party financial institutions and service providers** acting under their own regulatory approvals and obligations.

Frascati operates solely as a commercial service provider and website operator, providing technical access, interface functionality, and coordination support in connection with services offered by third-party providers. Frascati does not act as a program manager, platform operator of financial products, or intermediary establishing contractual relationships between Users and licensed financial institutions. Any sanctions-related restrictions, geographic limitations, eligibility criteria, or service availability decisions applied in connection with the Site or the Services are implemented by Frascati solely to comply with the legal, regulatory, and contractual requirements of licensed third-party financial institutions, card issuers, payment service providers, and competent authorities.

Nothing in these Terms shall be construed as representing that Frascati is subject to financial regulatory supervision applicable to banks, payment institutions, or other regulated financial entities.

Data Protection

Frascati takes the protection of Personal Data seriously. Details regarding the collection, use, storage, and disclosure of Personal Data in connection with the Site and Services are set out in the **Privacy Policy**, which forms an integral part of these Terms of Use.

Frascati acts as the **data controller** in respect of Personal Data processed in connection with the operation of the Site and the provision of the Services. Certain third-party service providers, including licensed financial institutions and verification providers, may process Personal Data as independent data controllers or data processors in accordance with their own privacy policies and applicable laws.

You are encouraged to review the Privacy Policy carefully to understand what Personal Data is collected, how it is used, and with whom it may be shared.

Disclosures to Authorities and Financial Institutions

Frascati may disclose Personal Data to competent authorities, including law enforcement agencies, courts, data protection authorities, or other governmental bodies, as well as to licensed third-party financial institutions involved in the provision of Services, **only where such disclosure is permitted or required by applicable law.**

Such disclosure may occur, without limitation, where:

- disclosure is required by applicable law, regulation, or legal obligation;
- disclosure is compelled by a court order, subpoena, or other lawful request;
- disclosure is necessary to prevent or investigate suspected fraud, security incidents, or other unlawful activity;
- disclosure is necessary to protect the rights, property, or safety of Users, third parties, or Frascati; or
- disclosure is necessary to investigate or enforce compliance with these Terms of Use or the Privacy Policy.

Any disclosure of Personal Data is carried out in accordance with applicable data protection laws and the Privacy Policy.

For further information regarding the processing of Personal Data, please refer to the Privacy Policy.

Unclaimed Property

Frascati does **not** hold, safeguard, or control User funds or digital assets.

Any cash balances or digital assets that may be subject to unclaimed property, dormancy, or escheatment rules are held exclusively by **licensed third-party financial institutions or service providers** in accordance with their applicable laws, regulations, and internal policies.

Where required by applicable law, such third-party providers may be obligated to report or transfer unclaimed funds or assets to competent authorities in relevant jurisdictions. Any fees, charges, or administrative actions in connection with unclaimed property are determined and applied solely by the relevant third-party provider in accordance with applicable law.

Frascati is not responsible for the handling, reporting, or transfer of unclaimed funds or digital assets by third-party providers.

Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of the **Kyrgyz Republic**, without regard to its conflict of law principles.

Any disputes arising out of or in connection with these Terms of Use, the Site, or the Services shall be subject to the exclusive jurisdiction of the competent courts of the **Kyrgyz Republic**, unless mandatory provisions of applicable law provide otherwise.

Entire Agreement and Severability

Frascati's failure to enforce any right or provision of these Terms of Use shall not be deemed a waiver of such right or provision.

If any provision of these Terms of Use is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

These Terms of Use constitute the entire agreement between you and Frascati regarding access to and use of the Site and Services and supersede all prior or contemporaneous agreements, understandings, or communications relating thereto.

Limitation of Liability

To the maximum extent permitted by applicable law, Frascati shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, or similar losses, arising out of or in connection with the use of the Site or Services.

Nothing in these Terms of Use excludes or limits liability for fraud, wilful misconduct, death, or personal injury caused by negligence, or for any liability that cannot be excluded or limited under applicable law.

While Frascati seeks to provide accurate and up-to-date information through the Site, the Site and any information made available through it may not always be complete, accurate, or current and may contain errors or omissions. Frascati may modify, update, or remove content from the Site at any time without notice. You acknowledge that you rely on any information obtained through the Site at your own risk and remain solely responsible for your decisions and actions.

To the extent permitted by applicable law, Frascati shall not be liable for any losses, damages, or delays resulting from:

- actions, omissions, or decisions of licensed third-party providers;
- execution, settlement, or rejection of transactions by third-party providers;
- unavailability or interruption of the Site due to technical issues, maintenance, or third-party outages; or
- market conditions, blockchain network performance, or compliance-related actions taken by third-party providers.

Subject to the foregoing, and to the extent permitted by applicable law, the aggregate liability of Frascati arising out of or in connection with these Terms of Use shall not exceed the total amount of service fees actually paid by the User to Frascati for use of the Site during the twelve (12) months preceding the event giving rise to the claim.

Legal Disclaimer

Your use of the Site and Services is at your sole risk. The Site and Services are provided on an “**AS IS**” and “**AS AVAILABLE**” basis, without warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Frascati does not warrant that the Site or Services will be uninterrupted, secure, or available at any specific time or location; that any defects or errors will be corrected; that the Site or Services are free from viruses or other harmful components; or that the results obtained from use of the Site or Services will meet your requirements or expectations.

To the extent permitted by applicable law, Frascati disclaims all warranties and representations not expressly set out in these Terms of Use.

Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless **Frascati**, its directors, officers, employees, and authorized representatives from and against any claims, liabilities, losses, damages, costs, or expenses (including reasonable legal fees) arising out of or relating to:

- your access to or use of the Site or Services;
- your violation of these Terms of Use;
- your violation of any applicable law or regulation; or
- your misuse of the Site, Services, or any third-party services accessed through the Site.

This indemnity obligation does not apply to the extent that any claim arises solely from Frascati’s fraud or wilful misconduct.

Miscellaneous (Force Majeure and Change of Law)

Frascati shall not be liable for any failure or delay in the performance of its obligations under these Terms of Use where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, force majeure events, changes in applicable laws or regulations, sanctions or restrictive measures, governmental actions, network failures, or actions or decisions of third-party service providers.

During the continuation of any such event, Frascati’s obligations under these Terms may be suspended to the extent affected by the event.

Modification of Terms

Frascati may amend, update, or modify these Terms of Use from time to time to reflect changes in the Services, applicable laws, regulatory requirements, or operational practices.

Where changes are material, Frascati will make reasonable efforts to notify Users in advance through the Site or other appropriate communication channels. It is your responsibility to review any updated Terms of Use.

Your continued access to or use of the Site or Services after the effective date of the updated Terms constitutes your acceptance of the amended Terms of Use. If you do not agree to the updated Terms, you must discontinue use of the Site and Services.

Consent to Use of Cookies

The Site uses cookies and similar technologies to enable core functionality, improve user experience, and support analytics, in accordance with the **Cookie Policy**.

By continuing to access or use the Site, you consent to the use of cookies as described in the Cookie Policy. You may manage or disable cookies at any time through your browser settings. Please note that disabling certain cookies may affect the availability or functionality of the Site.

Changes

Frascati may update or replace these Terms of Use from time to time to reflect changes in the Services, applicable laws, regulatory requirements, or operational practices.

Where changes are material, Frascati will make reasonable efforts to provide advance notice, which may include posting a notice on the Site or providing notice through other appropriate communication channels. The determination of whether a change is material will be made in good faith, taking into account its impact on Users.

By continuing to access or use the Site or Services after the effective date of any updated Terms of Use, you agree to be bound by the revised Terms. If you do not agree to the updated Terms, you must discontinue use of the Site and Services.

Email Communications

Email communications sent over the Internet may not be secure. Frascati is not responsible for any loss, damage, or interception resulting from the use of unencrypted or unsecured email communications.

You should not send sensitive information, including passwords or authentication credentials, by email. Frascati will never request your password via email.

If you choose to contact Frascati by email, including by sending unencrypted communications, you acknowledge and accept the risks associated with such communication methods. Frascati may respond to you using the same communication channel you have used.

Official communications from Frascati will only be sent from email addresses ending with **@frascati.io**. If you receive any message claiming to be from Frascati that does not originate from an **@frascati.io** address, you should treat it as suspicious and report it to **info@frascati.io**.

General inquiries and support requests may be sent to **info@frascati.io** or submitted through contact options made available on the Site.

Contact Us

If you have any questions regarding these Terms of Use, your rights or obligations under these Terms, or your use of the Site or Services, you may contact Frascati using the contact details made available on the Site.

General inquiries and support requests may be submitted by email to **info@frascati.io** or through any contact forms or communication channels provided on the Site.

Frascati does not provide secure or encrypted messaging services. For information regarding email communications and associated risks, please refer to the **Email Communications** section above.