CONFIRMO

Subscriptions

Recurring Payment Information and Risk Disclosures

For end customers (Subscribers). Applicable to the Confirmo Subscriptions product irrespective of the Confirmo group entity providing the service.

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What this document is. This document explains how recurring ("subscription") payments in stablecoins work when a business uses Confirmo to collect them, the risks you take on, and the payment authorisation you give. It is an information and risk-disclosure notice about the payment.

What it is not. It is not the contract for the product, service, membership or content you are subscribing to. That contract is between you and the merchant. Confirmo provides the payment technology and is not a party to it, is not the seller, and does not set the price or terms of your subscription.

1. Who we are and what this document covers

1.1. Confirmo operates the Confirmo Subscriptions service, a recurring-payment facility that lets a business (the "Merchant") collect subscription payments from its customers in stablecoins. This notice is addressed to you, the customer who authorises and makes those recurring payments (the "Subscriber", "you").

1.2. "Confirmo", "we" or "us" means the Confirmo group entity that operates the Subscriptions service for your region. Depending on where you are located and the applicable regulatory permissions, this will be one of: (a) Confirmo Ltd (EEA/Ireland); (b) Confirmo SRL (Dominican Republic/rest of world); or (c) Confirmo US LLC (United States). The operating entity for your subscription is identified at checkout and on your payment confirmations. These terms apply in the same way whichever entity provides the service.

1.3. This notice applies to both payment methods offered: (a) self-custody wallets connected through WalletConnect, such as MetaMask, Trust Wallet or Phantom, using an on-chain approval ("Non-custodial"); and (b) a supported exchange or custodial payment provider (a "Custodial Provider") ("Custodial"). Where a provision applies to only one method, this is stated.

2. The parties and Confirmo’s role

2.1. Three parties are involved: you (the Subscriber), the Merchant whose product, service, membership or content you subscribe to, and Confirmo.

2.2. Your subscription - what you buy, its price, term, delivery, quality, and any right to a refund or to withdraw from it - is a contract between you and the Merchant. Confirmo is not the seller or supplier, does not set the price or terms, and is not a party to that contract.

2.3. Confirmo's role is limited to providing and operating the payment technology the Merchant uses to set up and collect your recurring payments, including the checkout, the on-chain pull-payment mechanism or the Custodial Provider mandate, and related compliance screening. Confirmo acts for the Merchant, it is not your agent.

2.4. Because Confirmo is not a party to your subscription, questions about the product or service, cancellation of the service itself, refunds, and complaints about what you have bought must be directed to the Merchant. This notice explains only the payment side and how to stop future payments.

3. Key terms used in this notice

- **Approval** - the on-chain spending approval you grant so that payments can be collected from your self-custody wallet, up to a limit you set.
- **Billing Cycle** - the interval at which payments are collected — typically monthly or yearly, as shown for your plan.
- **Denomination Currency** - the currency in which the plan price is expressed (USD, EUR, GBP or CZK).
- **Grace Period** - a period of 1 - 7 days (set by the Merchant) during which Confirmo retries a failed payment before the subscription is cancelled.
- **Pull Payment** - a payment initiated by Confirmo (for the Merchant) on the billing date, rather than one you actively send each time.
- **Stablecoin** - a crypto-asset intended to hold a stable value against a reference currency - here USDC, USDT or USDG, referenced to the US dollar.
- **Subscription** - your recurring purchase from the Merchant, and the recurring payments you authorise for it.

4. How recurring billing works

4.1. **What you are authorising.** Before your first payment you are shown the key terms of the subscription - the Merchant, the plan, the amount, the billing frequency (monthly or yearly) and, where the plan has a fixed term, its duration (for example, "12 monthly payments of $99"). By completing checkout you authorise recurring payments on those terms.

4.2. **Pull-based billing.** Payments are "pull-based". Once you have authorised the subscription, Confirmo collects each payment automatically on each billing date without asking you to approve or confirm that individual payment. You are not prompted to sign or click for each charge. Money will continue to be taken at the stated interval until the subscription ends or you cancel it. If you no longer want the subscription, you must actively cancel it (see section 7) - simply stopping using the product, or ignoring it, will not stop the payments.

4.3. **Non-custodial (self-custody wallet).** You grant an on-chain Approval to Confirmo's smart contract up to a limit you set, which lets Confirmo collect each due payment from your wallet on the billing date. Confirmo does not hold or control your wallet or your private keys. When a payment is collected, the funds move immediately from your wallet, through the smart contract, to a Confirmo-operated custody wallet and then to the Merchant's balance. The smart contract does not hold your funds. You can change or revoke the Approval at any time in your own wallet (see 7.1).

4.4. **Custodial.** You set up a recurring-payment mandate in your Custodial Provider account. The Custodial Provider, not Confirmo, authenticates you and executes the deduction from your Custodial Provider balance on Confirmo's request, and may send you its own notifications, which may include advance notice before each deduction. Your use of the Custodial Provider is also subject to the Custodial Provider's own terms.

4.5. **Amount and currency; variation between cycles.** Plans may be priced ("denominated") in US dollars, euro, pounds sterling or Czech koruna, but you always pay in a US-dollar stablecoin (USDC, USDT or USDG). For plans denominated in US dollars the amount is effectively fixed (1 USD = 1 USDC/USDT/USDG). For plans denominated in another currency, the stablecoin amount is re-calculated at the exchange rate prevailing on each billing date, so the exact stablecoin amount can vary slightly from one cycle to the next. Checkout shows both the plan-currency amount and the stablecoin amount to be charged.

4.6. **What you pay.** You are charged the subscription amount shown for your plan. For most blockchain and token combinations you are not charged any blockchain network ("gas") cost. For certain blockchain and token combinations, however, you may need to pay a one-off gas fee to approve or authorise the subscription when you first set it up. Where this applies, that fee is shown to you at checkout before you authorise. You are never charged gas on the recurring payments themselves.

4.7. **Billing cycle and term.** Payments are collected monthly or yearly, as shown for your plan. A plan may run for a fixed number of cycles (for example, 12 months) after which it ends automatically, or it may continue indefinitely until cancelled. Where it continues indefinitely, it renews automatically each cycle until you or the Merchant cancel it.

4.8. **Stablecoins are crypto-assets.** A stablecoin is intended to hold a stable value against the US dollar, but this is not guaranteed. See the risk disclosures in section 6.

5. If a payment fails

5.1. If a scheduled payment cannot be collected - for example because your wallet balance or remaining Approval is insufficient, or your Custodial Provider mandate cannot be charged - the subscription enters the Grace Period set by the Merchant (1-7 days). During the Grace Period Confirmo retries the payment. For self-custody wallets, it checks your wallet daily and collects once funds are available.

5.2. If the payment is recovered during the Grace Period, the subscription continues as normal. If it is not recovered by the end of the Grace Period, the subscription is automatically cancelled and no further payments are attempted. You may lose access to the Merchant's product or service as a result.

5.3. Each payment is screened (see section 8). If your wallet or a related party is flagged on a sanctions or risk screen, the subscription might be terminated immediately, without any Grace Period, and the payment is not processed.

6. Risk disclosures

By authorising a subscription you accept the following risks. Please read them.

6.1. **Automatic, recurring deductions.** As explained, payments are taken automatically and without a further prompt. You are responsible for keeping track of your active subscriptions and for cancelling any you no longer want.

6.2. **Insufficient funds or Approval.** If your wallet balance or Approval runs low - for example, you set an Approval covering only part of the term - payments will fail and your subscription may be cancelled and your access lost.

6.3. **Revocation and interruption.** If you revoke your Approval or cancel your Custodial Provider mandate, future payments will stop and the subscription will end. **Currency and de-peg risk.** For non-USD-denominated plans, the stablecoin amount varies with exchange rates . Stablecoins may also lose their peg to the US dollar. Their value is not guaranteed by Confirmo.

6.4. **Blockchain and technical risk.** Payments are made on public blockchains. On-chain transactions are generally irreversible. Confirmo cannot reverse or recover a completed transaction, funds sent to the wrong address or network, or funds lost through compromise of your wallet. Networks may be congested, delayed or temporarily unavailable, and certain networks or tokens may be disabled at times (for example, when network fees are abnormally high).

6.5. **Compliance actions.** Payments are screened on every cycle. A screening hit can cause immediate termination and a payment to be blocked or frozen.

6.6. **Third-party services.** Confirmo relies on third parties including your wallet provider, blockchain networks and any exchange or custodial provider you use. Confirmo is not responsible for their availability, security, terms or acts, and their outages may prevent or delay payments.

6.7. **No advice.** Nothing here is investment, legal, tax or financial advice. Crypto-assets, including stablecoins, carry risk.

6.8. **Availability.** The service may not be available in all countries, states or on all networks, and may change or be withdrawn.

7. Cancelling, and your right to withdraw

7.1. **Stopping future payments.** You can stop future payments at any time, and doing so is designed to be no more difficult than starting the subscription. You can do any of the following:

a. tell the Merchant you want to cancel (through the Merchant’s own account page, app or support channel), and the Merchant will cancel the subscription;
b. Non-custodial: revoke or reduce the Approval in your own wallet (for example, in your wallet’s token-approvals screen) — the next scheduled payment will then fail and the subscription will be cancelled; or
c. Custodial: cancel the recurring-payment mandate through your Custodial Provider (for example, in its app or account settings).

Cancelling stops future payments. It does not by itself refund payments already taken or end any separate obligations you owe the Merchant.

7.2. **Right of withdrawal (EEA consumers).** If you are a consumer in the European Economic Area, you may have a statutory right to withdraw from a distance contract, usually within 14 days. Because your subscription is a contract with the Merchant and not with Confirmo, you exercise that right against the Merchant. On a valid withdrawal or cancellation, Confirmo will stop collecting further payments and cancel your payment authorisation.

7.3. **Limits on the withdrawal right.** Whether a 14-day withdrawal right applies, and whether a deduction may be made for a service already provided, depends on what the Merchant supplies and on how the contract was concluded. In particular: (a) for a service fully performed, or digital content/services you asked to start immediately and acknowledged the loss of the withdrawal right, the right may not apply or may be reduced; and (b) for services whose price depends on fluctuations in financial or crypto-asset markets outside Confirmo's or the Merchant's control, the right may be excluded. Where you validly withdraw, you may be required to pay only for the service actually provided up to that point.

7.4. **Refunds.** Confirmo does not decide on or fund refunds. Any refund for your subscription is a matter for the Merchant; at the Merchant's instruction, Confirmo may process a refund as a payout. Direct refund requests to the Merchant.

8. Identity checks, screening and sanctions

8.1. To provide the service and meet legal obligations, Confirmo (or the Merchant) may need to verify your identity and/or your ownership of the wallet you pay from, and to collect certain information when you first set up a subscription (for example, under "travel rule" requirements). Thresholds apply, above certain amounts (currently in the region of EUR/USD 1,000 in the relevant jurisdiction) additional verification may be required. You provide this information once at sign-up. If you switch to a different wallet, a fresh check is required.

8.2. Every payment is screened against sanctions and risk lists. Confirmo may decline, delay, block or reverse a payment, and suspend or terminate a subscription immediately, where required to comply with law or Confirmo's compliance policies.

9. Data protection

9.1. Confirmo processes personal data such as your wallet address, email and any verification / travel-rule data to operate the service, run compliance screening and meet legal obligations. For EEA Subscribers this is done in accordance with Regulation (EU) 2016/679 (GDPR).

9.2. The Confirmo entity identified for your region is the controller for the processing it carries out to operate the payment and meet its compliance obligations; the Merchant is the controller for its own customer relationship with you. Retention periods and how to exercise your rights are set out in Confirmo's privacy notice and the Merchant's privacy notice.

10. How this notice is acknowledged

By authorising Approval, you confirm you have read these Recurring Payment Information and Risk Disclosures. By authorising the subscription you also confirm that you have legal capacity and that the information you provide is accurate, and you authorise the recurring payments on the terms shown, up to any Approval you set, until the subscription ends or you cancel it. This notice operates as information and risk disclosures, it does not create a contract between you and Confirmo.

11. Confirmo's responsibility to you

11.1. Confirmo provides the payment technology and is responsible for operating it with reasonable care and skill. Confirmo is not responsible for the Merchant's product or service, its delivery, quality or description, or for the Merchant's decisions on cancellation or refunds.

11.2. To the extent permitted by law, Confirmo is not liable for losses caused by matters outside its control, including blockchain irreversibility and network failures, third-party services (wallets, exchanges and other custodial providers)), your own acts (such as setting an insufficient Approval or losing access to your wallet), or actions Confirmo must take to comply with law. Nothing in this notice limits any liability that cannot be limited by law, or any mandatory rights you have as a consumer.

12. Changes, language, governing law and complaints

12.1. **Changes.** We may update this notice. The current version is dated at the top. Material changes affecting live subscriptions will be notified as required.

12.2. **Language.** This notice is provided in English.

12.3. **Governing law and courts.** The law and courts that apply depend on the operating entity for your region, as set out in the relevant Terms & Conditions. If you are a consumer, this does not deprive you of the protection of the mandatory consumer-law rules of your country of residence.

12.4. **Complaints.** Payment-related complaints: support@confirmo.com. Complaints about the product or service: the Merchant.