

CUSTOMER AGREEMENT

Welcome, and thank you for your interest in Figure Markets Ireland Limited (“**Figure Markets Ireland**”), a company incorporated in Ireland with its registered address at 33 Sir John Rogerson’s Quay, Dublin D02 XK09, Ireland under company number 753781, trading under the name “**Figure Markets Ireland**”, “**Figure Ireland**”, “**Figure Markets Europe**” and “**Figure Europe**”.

Figure Markets Ireland (a registered Virtual Asset Service Provider (“**VASP**”)), together with its group entities, affiliates and subsidiaries including Figure Markets Holdings, Inc. (“**FMHI**”), Figure Securities, Inc., Figure Payments Corporation, Figure Investment Advisors, LLC, Figure Markets Credit, LLC, Figure Equity Solutions, Inc., and Figure Payments Corporation of California (collectively, “**Figure Markets Group**”, “**Figure**,” “**we**,” “**our**,” or “**us**”).

This Customer Agreement which includes the [Risk Disclosure Statement](#), [Privacy Statement](#), [Cookie Policy](#), and [Website Terms of Use](#) (collectively the “**Agreement**”) govern your access to and use of the Figure mobile application (“**App**”), the www.figuremarkets.com website or any related website and (“**Site**”), including any content, functionality, products, and services offered on or through the App or Site by Figure Markets Ireland (“**Services**”), and the trading platform accessed via figuremarkets.com website (“**Exchange**”).

The App is a global service owned by FMHI. Users accessing the App may be subject to region-specific compliance processes. For example, EU residents may encounter tailored questions during account creation or transaction processing to ensure compliance with the **Regulation (EU) 2023/1114 on Markets in Crypto-Assets (“MiCAR”)**, and other applicable EU regulations. These variations are implemented to align with jurisdiction-specific legal requirements while maintaining the App’s global operability.”

Access to services provided through the App is subject to jurisdictional limitations. While FMHI owns and operates the App globally, regulated services for EU residents are provided by Figure Markets Ireland and include tailored compliance processes. Users are solely responsible for ensuring their use of the App complies with applicable local regulations. Figure Markets Ireland may block or restrict access to services in jurisdictions where regulatory conflicts exist.

Jurisdiction-Specific Features:

To comply with regulatory obligations, the App and its related services may include features or processes tailored to specific jurisdictions. For example:

- Residents of the EU may encounter specific questions or compliance checks aligned with MiCAR, **General Data Protection Regulation (EU) 2016/679 (“GDPR”)**, and other applicable regulations.

- Jurisdictional restrictions or limitations may apply to certain features, as detailed in the Risk Disclosures Statement.

By accessing the App, users acknowledge and agree to these jurisdiction-specific variations.

This Agreement forms a legally binding agreement between Figure Markets Ireland and you regarding your use of the Services. “You” and “your” refer to any person who accesses or uses the App, Site or Services. You may either enter into this Agreement on your own behalf for your own personal use or, if authorised, on behalf of a company, or other form of legal entity (“Company”). If you are consenting to this Agreement on behalf of a Company, then you represent to us that you have the authority to bind the Company to this Agreement, and that the Company agrees to be legally bound by the terms and conditions stated herein.

You should consult your financial advisor, legal or tax professional regarding your specific situation and financial condition, and carefully consider whether trading or holding Virtual Assets is suitable for you.

Please read this Agreement carefully as it is binding and governs your use of the Services. You agree that you have read, understood, and accepted all of the terms and conditions contained in this Agreement.

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1. SECTION 1: VIRTUAL ASSET SERVICES

1.1. Figure Markets Ireland is registered as a **VASP** by the Central Bank of Ireland, (C528839).

VASPs are "**designated persons**" for the purposes of the CJA 2010 to 2021 and are required to comply with the Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) obligations contained under Part 4 of the CJA 2010 to 2021.

Figure Markets Ireland is registered to provide the following Virtual Asset services:

1.1.1. **exchange between virtual assets and fiat currencies;**

1.1.2. **exchange between one or more forms of virtual assets; and**

1.1.3. **transfer of virtual assets, that is to say, to conduct a transaction on behalf of another person that moves a virtual asset from one virtual asset address or account to another;**

(together, the "**Virtual Asset Services**").

1.2. Figure Markets Ireland and its Virtual Asset Services are not currently regulated by the Central Bank of Ireland, or any other regulator in Ireland, or the EEA. The Virtual Asset Services are not within scope of the jurisdiction of the Irish Financial Services and Pensions Ombudsman ("**FSPO**") and your Virtual Assets are not subject to protection under the Irish Deposit Guarantee Scheme or Investor Compensation Scheme.

1.3. MiCAR Compliance

Figure Markets Ireland is committed to aligning its operations with the forthcoming **MiCAR**, which establishes a harmonized legal framework for the regulation and supervision of crypto-assets, their issuers, and crypto-asset service providers ("**CASPs**") across the European Union.

MiCAR introduces authorization, conduct, and prudential requirements aimed at ensuring market integrity, consumer protection, and financial stability. These requirements will become applicable to CASPs starting from **30 December 2024**.

Figure Markets Ireland is actively preparing to comply with MiCAR requirements, subject to applicable laws and necessary regulatory approvals. We are committed to providing secure, transparent, and compliant services while adapting our operations to meet evolving regulatory standards.

2. SECTION 2: VIRTUAL ASSETS

2.1. Definition of Virtual Assets

"Virtual Asset" means a digital representation of value that can be digitally traded or transferred and used for payment, investment, or other purposes, as defined under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 and applicable Irish and EU laws, including but not limited to the MiCAR where relevant. This excludes:

2.1.1. **Digital representations of fiat currencies issued by central banks (e.g., Central Bank Digital Currencies or CBDCs).**

2.1.2. **Financial instruments, securities, or assets regulated under applicable financial services laws.**

2.1.3. **Derivative tokens or hybrid instruments combining characteristics of Virtual Assets and securities or financial assets, except where explicitly treated as Virtual Assets under applicable law.***

This definition includes fungible and non-fungible tokens (NFTs) issued on permissionless or permissioned blockchain networks, except where expressly excluded above.

2.2. Supported Virtual Assets

"Supported Virtual Assets" means only those particular Virtual Assets, including fungible and non-fungible tokens (NFTs), listed as available to trade on the Exchange or custody through your Virtual Asset Wallet. Supported assets and services may vary by jurisdiction.

2.2.1. Unsupported Assets:

- Under no circumstances should you attempt to use your Virtual Asset Wallet to store, send, request, or receive Virtual Assets in any form that we do not support. Figure Markets Ireland bears no responsibility or liability for any unsupported asset sent to a wallet associated with your Account or for any losses resulting from incompatibility issues.

2.2.2. Erroneous Transmissions:

- All erroneously transmitted Virtual Assets will be lost. You acknowledge and agree that Figure Markets Ireland is not liable for any unsupported asset sent to a wallet associated with your Figure Markets Account.

2.2.3. Recovery Attempts:

- For some lost Virtual Assets, Figure Markets Ireland may, at its sole discretion, offer you the option to attempt a recovery. Recovery attempts are not guaranteed, and Figure Markets Ireland bears no liability for any losses incurred during or after the recovery process.

- Fees may apply for recovery attempts. Figure Markets Ireland will calculate such fees at its discretion and notify you of the applicable fees at or before the time you authorize the recovery attempt. For more information, see the 'Fees disclosures Page' on the Site.

2.2.4. No Warranty for Unsupported Assets:

- Figure Markets Ireland does not evaluate or guarantee the authenticity, safety, or security of unsupported assets. You acknowledge and agree that all risks associated with unsupported assets, including any recovery attempts, are borne solely by you.

2.3. Ending Support of a Virtual Asset

Figure Markets Ireland reserves the right to terminate support for any Virtual Asset at its sole discretion. Where required by applicable law or regulatory authorities, Figure Markets Ireland will provide you with a minimum advance notice period via email to the address associated with your Account.

If you do not sell or transfer the affected Virtual Asset off-platform during the notice period, Figure Markets Ireland may, at its sole discretion:

2.3.1. Remove the unsupported Virtual Asset from your wallet and credit your account with its fair market value in fiat currency or a Supported Virtual Asset, minus any applicable transaction costs.

2.3.2. For non-fungible tokens (NFTs) and other unique Virtual Assets, apply alternative removal or liquidation procedures, which will be outlined in the notice provided to you.

Figure Markets Ireland bears no responsibility or liability for losses incurred due to your failure to act within the notice period or for variations in the fair market value of the Virtual Asset at the time of crediting.

2.4. Inbound Transfers

By initiating an Inbound Transfer, you confirm that:

2.4.1. You are transacting in a Supported Virtual Asset that conforms to the specific wallet address to which funds are directed.

2.4.2. You have verified the list of Supported Virtual Assets at <https://figuremarkets.com/fags> or another designated resource provided by Figure Markets Ireland.

For example (for illustrative purposes only):

- If you select an Ethereum wallet address, you confirm that you are transferring Ethereum and not any other Virtual Asset (e.g., Bitcoin or Ethereum Classic).
- If you select a Bitcoin wallet address, you confirm that you are transferring Bitcoin and not Bitcoin Cash or Ethereum.

Liability Disclaimer:

- Figure Markets Ireland bears no liability for losses incurred due to the transfer of unsupported or incompatible Virtual Assets to or from your wallet. If you have any doubts regarding supported assets, you must verify compatibility before initiating the transfer

2.5. Order Types

We support the following order types for trading Supported Virtual Assets:

2.5.1. Market Orders:

- Market orders prioritize immediate clearing at the best available price. To protect against price slippage, any portion of a market order that is not filled will be converted to a limit order at the best available price.

2.5.2. Limit Orders:

- Limit orders allow you to specify the highest price you are willing to pay to buy an asset or the lowest price you are willing to accept to sell an asset.

2.5.3. Stop-Limit Orders:

- Stop-limit orders execute trades at a specified price level, providing users with greater control over trading outcomes.

2.5.4. Minimum Order Size:

- The minimum order size for trading is **0.0001** units for Bitcoin and Ethereum tokens.

2.5.5. Future Offerings:

- Figure Markets Ireland currently offers spot trading. Future offerings may include options, perpetuals, futures, and crypto-backed loans, subject to applicable regulatory approvals and operational readiness.

2.5.6. Regulatory Compliance and Fees:

- All trading is subject to applicable fees and regulations. Please refer to the Fees disclosures Page for detailed information on transaction costs.

In summary, we support market, limit, and stop-limit orders. The minimum order size for trading is **0.0001** units for Bitcoin and Ethereum tokens. Currently, we only offer spot trading, but future offerings may include options, perpetuals, and crypto-backed loans. All trading is subject to applicable fees and regulations.

2.6. Available instruments

Currently, we only offer spot trading. We plan to expand our offerings in the future, which may include options, perpetuals, and futures along with crypto-backed loans.

2.7. Trading with External Wallets

To trade Virtual Assets that you have in other wallets like Trust and MetaMask, first complete registration on the Figure Markets Ireland App. Then, transfer your Virtual Assets into multi-party computation (“**MPC**”) custody before trading.

2.8. Recurring Virtual Asset Transactions

If you set up a recurring purchase of a Supported Virtual Asset (a "Future Transaction"), you authorize us to initiate recurring electronic payments in accordance with your selected Virtual Asset Transaction and any corresponding payment accounts, such as direct debits from, or credits to, your linked bank or payment account.

This authorization will remain in full force and effect until you update your Future Transaction settings or provide us with written notice via support@figuremarkets.com. Future Transactions will occur in identical, periodic installments based on your selected frequency (e.g., daily, weekly, monthly) until either you or Figure Markets Ireland cancels the Future Transaction.

If you use a bank or payment account as your payment method for a Future Transaction, and the transaction date falls on a weekend, public holiday, or outside of the operating hours of the relevant bank or payment service provider, the payment will be processed on the next business day. The Virtual Asset fees applicable at the originally scheduled transaction time will still apply.

If your bank or payment service provider is unable to process any payment to Figure Markets Ireland, we will notify you of the transaction cancellation. We may take any necessary steps, as permitted under this Agreement, to recover the amount owed to Figure Markets Ireland. You agree to notify Figure Markets Ireland in writing of any changes to your linked bank account or payment details before a Future Transaction occurs.

Figure Markets Ireland reserves the right, in its sole discretion, to offer, modify, or terminate Future Transactions at any time. Notice will be provided to customers in the event of any changes to this service.

2.9. Operation of Virtual Asset Protocols

We do not own or control the underlying software protocols that govern the operation of Virtual Assets. Generally, the underlying protocols are open source, and anyone can use, copy, modify and distribute them. We assume no responsibility for the operation of the underlying protocols and do not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including "forks"). Any such operating changes may materially affect the

availability, value, functionality and/or the name of the Virtual Assets in your Virtual Asset Wallet or other wallet. We do not control the timing and features of these operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by us in determining whether to continue to use a Figure Markets Ireland account for the affected Virtual Asset. In the event of any such operational change, we reserve the right to take such steps as may be necessary to protect the security and safety of assets maintained via the Services, including without limitation, temporarily suspending operations for the involved Virtual Asset(s); we will endeavour to provide you notice of our response to any material operating change, however, such changes are outside of our control and may occur without notice to us. Our response to any operating change is subject to our sole discretion and may include deciding not to support any new Virtual Asset, fork or other actions. You acknowledge and accept the risks of operating changes to Virtual Asset protocols and agree that we are not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that we have sole discretion to determine our response to any operating change and that we have no responsibility to assist you with unsupported cryptocurrencies or protocols. You further acknowledge and accept that we have no responsibility to support new Virtual Asset forks or operating changes for Virtual Assets.

3. SECTION 3: VIRTUAL ASSET WALLET SERVICE

3.1. Figure Markets Ireland makes available Virtual Asset Wallets that are “self-custody” or unhosted multi-signature (each, a “Virtual Asset Wallet”) that is connected to the Services. The Virtual Asset Wallet enables customers to (i) purchase, store, transfer, and sell Virtual Assets from a blockchain address on the Provenance Blockchain; (ii) link to certain Figure Markets Ireland and third party applications; (iii) obtain additional functionality as Figure Markets Ireland may add to the Virtual Asset Wallet from time to time; and (iv) view addresses and information that are part of the Provenance Blockchain (collectively the “Virtual Asset Wallet Service”).

Transactions are processed using multiparty computation (MPC) technology, where cryptographic key shares are distributed across a decentralized network of MPC Nodes. At no point is a full private key reconstructed, ensuring a non-custodial security model. Transaction authorization requires cryptographic coordination among multiple nodes, adhering to a decentralized consensus mechanism.

Some features of the Service may require that you link to your Account one or more supported blockchain-based virtual asset accounts or account storage software applications (each a “Virtual Asset Wallet”). By linking any Virtual Asset Wallet to your Account, you:

- a. certify that you are the owner of that linked Virtual Asset Wallet or that you have appropriate permission or consent from the Virtual Asset Wallet owner(s) to link the Virtual Asset Wallet;
- b. agree that any Virtual Asset Wallet information you provide to us is accurate and that you will keep it accurate and up to date at all times;
- c. acknowledge that Figure Markets Ireland is not responsible for maintaining the confidentiality of your Virtual Asset Wallet or for restricting access to it, and that use of that Virtual Asset Wallet is governed by the service and privacy terms of the provider, host, or creator of, or entity that makes available for use to you, that Virtual Asset Wallet, if any; and
- d. you accept responsibility for all activities that occur in your Account through use of your linked Virtual Asset Wallet.

We may, in our sole discretion, refuse to open a Virtual Asset Wallet, suspend or terminate any Virtual Asset Wallet, suspend or terminate the sending of Virtual Assets from your Virtual Asset Wallet, or suspend or terminate the trading of Virtual Assets in your Virtual Asset Wallet.

3.2. Ownership and Control

You own and control the Virtual Assets held in your self-custody Virtual Asset Wallet. The private keys, which are used to process transactions for the Virtual Assets, will be split across MPC Nodes on a decentralised network. Title to Virtual Assets shall at all times remain with you and shall not transfer to Figure Markets or to the operators of any MPC Nodes. All interests in Virtual Assets held for Virtual Asset Wallets are held for customers; they are not the property of Figure Markets or the operators of MPC Nodes, nor are they subject to claims of the creditors thereof. As the sole owner of Virtual Assets in your Virtual Asset Wallet, you shall bear all risk of loss of such Virtual Assets. You agree that Figure Markets Ireland shall have no liability for Virtual Asset fluctuations or loss associated with your use of the Virtual Asset Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Virtual Asset Wallets by sending an instruction through the Services to transfer the applicable supported Virtual Asset from your Virtual Asset Wallet to a different blockchain address.

None of the supported Virtual Assets in your Virtual Asset Wallet are the property of, or shall or may be loaned to, Figure Markets or the operators of any MPC Nodes; neither Figure Markets nor the operators of any MPC Nodes represent or treat assets in your Virtual Asset Wallet as belonging to Figure Markets or the operators of any MPC Nodes. Neither Figure Markets nor the operators of any MPC Nodes may grant a security interest in the supported Virtual Assets held in your Virtual Asset Wallet. Except as required by law, or as provided herein, neither Figure Markets nor the operators of any MPC Nodes will sell, transfer, loan,

hypothecate or otherwise alienate supported Virtual Assets in your Virtual Asset Wallet unless instructed by you.

3.3. Omnibus Accounts

To enhance the security and efficiency of our Services, Figure Markets Ireland utilizes Multi-Party Computation (MPC) technology. MPC technology distributes cryptographic keys across a decentralized network of nodes, ensuring that no single party, including Figure Markets Ireland or its affiliates, has full access to users' private keys. Shared blockchain addresses may be employed solely for the execution of transactions, ensuring that user assets remain segregated at all times.

Figure Markets Ireland maintains individual account ledgers to accurately reflect each user's ownership and control of their Virtual Assets. Ownership and control of Virtual Assets remain exclusively with the user at all times, and Figure Markets Ireland does not hold custodial responsibility for such assets.

Neither Figure Markets Ireland nor MPC node operators assume control over Virtual Assets or private keys. This operational model ensures compliance with applicable laws, including the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021, and aligns with requirements under the Central Bank of Ireland's VASP registration and anticipated provisions of the MiCAR.

3.4. Registration and Your Information

If you want to use the Service, you will have to access your Virtual Asset Wallet through electronic private keys (the "Keys") for your Virtual Asset Wallet, or your twenty-four word recovery phrase ("Recovery Phrase"), which is used to access the Virtual Asset associated with your Virtual Asset Wallet. Your Keys and Recovery Phrase will be provided to you after you open the Virtual Asset Wallet.

You are solely responsible for the retention and security of your Virtual Asset Wallet credentials. Anyone that has access to your Recovery Phrase or your Keys can access your Virtual Asset Wallet. You agree that you won't disclose your Virtual Asset Wallet credentials to anyone and you'll notify us immediately of any unauthorised use of your Virtual Asset Wallet. You're responsible for all activities that occur under your Virtual Asset Wallet, or are otherwise referable to your Virtual Asset Wallet, whether or not you know about them. We reserve the right to suspend or terminate your Virtual Asset Wallet, including if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Virtual Asset Wallet registration requirements or this Agreement.

IF YOU LOSE YOUR RECOVERY PHRASE OR YOUR KEYS, YOU WILL NOT BE ABLE TO ACCESS ANY VIRTUAL ASSETS ASSOCIATED WITH YOUR VIRTUAL ASSETS WALLET. YOU ACKNOWLEDGE THAT FIGURE MARKETS IRELAND DOES NOT STORE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR RECOVERY PHRASE OR YOUR KEYS. YOU AGREE TO HOLD FIGURE MARKETS IRELAND AND ITS AFFILIATES HARMLESS FOR ANY LOSSES ARISING FROM YOU LOSING YOUR RECOVERY PHRASE OR YOUR KEYS. YOU AGREE THAT FIGURE MARKETS IRELAND AND ITS AFFILIATES SHALL NOT BE LIABLE IN ANY WAY IF YOU LOSE YOUR RECOVERY PHRASE OR YOUR KEYS AND CANNOT ACCESS YOUR VIRTUAL ASSETS.

3.5. Delegation of Keys

You may be able to delegate the Keys associated with your Virtual Asset Wallet to a third party through the Service. If you do so, you will be able to access your Virtual Asset Wallet through an access procedure provided by that third party.

IF THE THIRD PARTY LOSES, MISUSES, CORRUPTS, DAMAGES, DESTROYS, OR PREVENTS YOU FROM ACCESSING YOUR KEYS IN ANY OTHER MANNER, YOU MAY NOT BE ABLE TO ACCESS ANY VIRTUAL ASSETS ASSOCIATED WITH YOUR THE VIRTUAL ASSET WALLET. YOU AGREE THAT FIGURE MARKETS IRELAND DOES NOT STORE AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF ANY KEYS YOU HAVE DELEGATED TO ANY OTHER PARTY. YOU AGREE TO HOLD FIGURE MARKETS IRELAND AND ITS AFFILIATES HARMLESS FOR ANY LOSSES ARISING FROM A THIRD PARTY LOSING, MISUSING, CORRUPTING, DAMAGING, DESTROYING, OR PREVENTING YOU FROM ACCESSING YOUR KEYS IN ANY OTHER MANNER. YOU AGREE THAT FIGURE MARKETS IRELAND AND ITS AFFILIATES SHALL NOT BE LIABLE IN ANY WAY IF A THIRD PARTY LOSES, MISUSES, CORRUPTS, DAMAGES DESTROYS, OR PREVENTS YOU FROM ACCESSING YOUR KEYS IN ANY OTHER MANNER AND YOU CANNOT ACCESS YOUR VIRTUAL ASSETS.

3.6. Virtual Asset and Virtual Asset Wallet Disclaimer

YOU REPRESENT AND WARRANT TO US THAT YOU WILL NOT USE ANY VIRTUAL ASSETS IN YOUR FIGURE MARKETS IRELAND VIRTUAL ASSET WALLET IN VIOLATION OF ANY APPLICABLE LAWS, INCLUDING ANY ANTI-MONEY LAUNDERING LAWS. WE RESERVE THE RIGHT, WITHOUT PRIOR NOTIFICATION, TO LIMIT YOUR USE OF THE VIRTUAL ASSET WALLET. YOU ABSOLVE US OF ANY RESPONSIBILITY TO MAINTAIN OR UPDATE YOUR VIRTUAL ASSET WALLET. FIGURE MARKETS IRELAND IS NOT, TO THE GREATEST EXTENT PERMITTED BY LAW, LIABLE FOR ANY LOSS OF ANY KIND SUFFERED BY YOU IN CONNECTION WITH OR ARISING FROM

THE ACQUISITION, LOSS, FORFEITURE, OR ANY USE WHATSOEVER OF THE FIGURE MARKETS IRELAND WALLET BY YOU.

3.7. Payments and Authorisation

Certain features of the Services may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in EUR and are non-refundable. Figure Markets Ireland reserves the right to determine pricing for the Service, including any features of the Service or products offered through the Service. Figure Markets Ireland will make reasonable efforts to keep pricing information published on our website up to date. We encourage you to check our website periodically for current pricing information. Figure Markets Ireland may change the fees for any feature of the Service, including additional fees or charges, if Figure Markets Ireland gives you advance notice of changes before they apply. Figure Markets Ireland will also notify you of the final price of each transaction, inclusive of pricing and fees, when you authorise a transaction and in each receipt we issue to you. Figure Markets Ireland, at its sole discretion, may make promotional offers with different features and different pricing to any of Figure Markets Ireland' Customers. These promotional offers, unless made to you, will not apply to your offer or this Agreement. You authorise Figure Markets Ireland to charge all sums for any use of your Account that you confirm through the Services (including through features of the Services, such as QR codes), any orders you make, and any level of Service you select as described in this Agreement or published by Figure Markets Ireland, including all applicable taxes, to the payment method specified in your Account. Figure Markets Ireland may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

3.8. Reversals and Cancellations.

You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize Figure Markets Ireland, in its sole discretion, to recover any fees owed:

- First, from any fiat balance available in your wallet;
- Second, from any available Virtual Asset balance, provided such conversion is permissible under applicable law and performed in accordance with the terms of this Agreement. Any such conversion will be executed at prevailing market rates; and/or

Figure Markets Ireland will not create a debit balance in your wallet. If your wallet does not hold sufficient funds to cover fees owed, Figure Markets Ireland reserves the right to suspend your access to the Services until the balance is restored.

Customers will be notified in advance of any fee recovery actions, including conversions of Virtual Asset balances.

3.9. Third-Party Services and Software

3.9.1. Integration with Third-Party Services:

- Figure Markets Ireland may provide tools through its Services that allow you to interact with third-party services, such as linking your Account with an account on a third-party service, including bank accounts or payment processors. By using these tools, you authorize Figure Markets Ireland to transfer your information to the applicable third-party service, subject to the third party's terms and privacy policies.
- Figure Markets Ireland is not responsible for the actions or policies of third-party services, including their use of your information or any damages arising from their use. You acknowledge that third-party services are not under the control of Figure Markets Ireland, and all interactions with such services are at your own risk.

3.9.2. Exported Information:

- If Figure Markets Ireland enables you to export information to third-party services, such as through third-party buttons, you agree that Figure Markets Ireland may transfer such information at your direction. Figure Markets Ireland disclaims all responsibility for third-party use of exported information, to the fullest extent permitted by law.

3.9.3. Third-Party Websites:

- The Service may include links to third-party websites. These linked websites are not under the control of Figure Markets Ireland, and the inclusion of such links does not imply endorsement. Figure Markets Ireland disclaims responsibility for the content, availability, or services provided on any third-party websites.

3.9.4. Third-Party Software Components:

- The Service may include or incorporate third-party software components under open-source or other licenses. These components are subject to their respective licenses, which may grant users rights to copy, modify, or distribute them. Nothing in this Agreement limits your rights or obligations under these licenses, nor does it restrict your use of third-party software components under their terms.

3.9.5. Liability Disclaimer:

- To the fullest extent permitted by law, Figure Markets Ireland disclaims liability for any damages, losses, or issues arising from your use of third-party services, websites, or software components. This includes but is not limited to unauthorized access, data breaches, or inaccuracies resulting from third-party interactions.

4. SECTION 4: LICENCES

4.1. Subject to your complete and ongoing compliance with this Agreement, Figure Markets Ireland grants a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to: (a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control (“**Device**”). Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the Service; (ii) make modifications to the Service; or (iii) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it. Except for the limited licence granted under this Agreement, Figure Markets Ireland retains all right, title, and interest, including all intellectual property rights, in and to the Services. Accordingly, any unauthorised use or disclosure of information related to the Services would cause Figure Markets Ireland irreparable harm. The licence granted pursuant to this Agreement is not a sale and does not transfer to you title or ownership of the Services or a copy of the Services. **ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THESE TERMS ARE RESERVED BY FIGURE MARKETS IRELAND.**

4.2. Intellectual Property

4.2.1. Ownership of Materials:

The Service is operated by Figure Markets Ireland. All elements of the Service, including but not limited to visual interfaces, graphics, designs, compilations, information, data, computer code (source or object code), software, services, products, and related content, whether accessible through Your Account or otherwise (collectively, the “Materials”), are protected by applicable intellectual property and other laws.

All Materials are the exclusive property of Figure Markets Ireland, its affiliates, or third-party licensors. Unauthorized use of the Materials is strictly prohibited.

4.2.2. Restrictions on Use:

Except as expressly authorized by Figure Markets Ireland in writing, you agree that you will not:

- Copy, modify, distribute, create derivative works of, publicly display, or publicly perform any of the Materials.
- Reverse engineer, decompile, or disassemble any software or code within the Materials.
- Use the Materials for any commercial purpose without explicit prior authorization.

4.2.3. **Reservation of Rights:**

Figure Markets Ireland reserves all rights to the Materials not expressly granted under this Agreement. No ownership rights are transferred to you under these Terms or through your use of the Service.

4.2.4. **Trademarks and Branding:**

All trademarks, service marks, trade names, trade dress, logos, and related intellectual property rights within the Service or Materials (collectively, the “Marks”) are proprietary to Figure Markets Ireland, its affiliates, licensors, or licensees.

You may not use, reproduce, or display any Marks without prior written consent from Figure Markets Ireland. Unauthorized use of the Marks may result in legal action.

4.2.5. **Third-Party Intellectual Property:**

The Service may include third-party content or software components that are licensed under their own respective terms. Your use of such components is subject to those terms, and nothing in this Agreement limits your rights or obligations under such licenses.

4.2.6. **Enforcement and Reporting:**

Figure Markets Ireland reserves the right to monitor and enforce its intellectual property rights to the fullest extent permitted by law. If you believe your use of the Service infringes any intellectual property rights, or if you encounter any unauthorized use of Figure Markets Ireland’s intellectual property, please contact legal@figuremarkets.com.

5. SECTION 5: LIABILITY

5.1. Scope of Liability

5.1.1. Figure Markets Ireland shall only be liable for breaches of its obligations expressly set forth in this Agreement.

5.1.2. To the maximum extent permitted by applicable law, Figure Markets Ireland and the Figure Markets Group (including its affiliates, subsidiaries, and related entities) shall not be liable for:

- Indirect, incidental, special, or consequential damages;
- Loss of profits, revenue, goodwill, or anticipated savings;
- Loss of data, business interruption, or system downtime, whether arising from contract, tort (including negligence), or otherwise;

- Damages arising from the failure, interruption, or delay of any third-party systems or services relied upon by Figure Markets Ireland or the Figure Markets Group.

5.2. Cap on Liability

5.2.1. Figure Markets Ireland's total aggregate liability to you, whether in contract, tort, or otherwise, shall not exceed the total fees paid by you to Figure Markets Ireland in the six (6) months immediately preceding the date of the claim.

5.2.2. No liability of any kind shall attach to other members of the Figure Markets Group for services or obligations expressly provided by Figure Markets Ireland under this Agreement.

5.3. Exclusion of Figure Markets Group Liability

5.3.1. Liability of Group Entities:

While this Agreement governs your relationship with Figure Markets Ireland, you acknowledge that other entities within the Figure Markets Group may be involved in providing ancillary services or infrastructure. Such entities shall not have any liability to you arising from or related to this Agreement, except as expressly required by applicable law.

5.3.2. No Agency or Joint Liability:

Nothing in this Agreement shall create or imply an agency relationship or joint liability between Figure Markets Ireland and any other members of the Figure Markets Group. Liability for any claims, damages, or losses shall rest solely with the specific entity providing the relevant service as expressly stated in this Agreement.

5.4. Third-Party Claims and User Responsibilities

5.4.1. **Figure Markets Ireland and the Figure Markets Group shall not be liable for any claims, damages, or losses arising from:**

- Your breach of applicable laws, including but not limited to AML/CTF obligations;
- Your misuse of the Services, including unauthorized access or non-compliance with this Agreement;
- Third-party claims arising from your actions, omissions, or use of the Services.

5.5. Force Majeure

Neither Figure Markets Ireland nor the Figure Markets Group shall be liable for any failure or delay in performing obligations due to events beyond reasonable control, including but not limited to acts of God, natural disasters, pandemics, cyberattacks, labor disputes, government actions, or changes in applicable laws or regulations.

5.6. No Exclusion of Mandatory Protections

Nothing in this Agreement shall exclude or limit liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Any other liability that cannot be excluded or limited under applicable law.

5.7. User Acknowledgment

You acknowledge and agree that:

- The Services are provided "as is," without any warranties, express or implied, except as expressly stated in this Agreement.
- You are solely responsible for ensuring your compliance with applicable laws and regulations while using the Services.
- The limitations of liability extend to the Figure Markets Group and its affiliates unless explicitly stated otherwise.

5.8. Survival

The provisions of this clause shall survive the termination or expiration of this Agreement.

6. SECTION 6: FEES

You agree to be responsible for the payment of all fees and charges associated with your use of the Services.

6.1. Trading Fees:

To celebrate our launch, we are offering 0% trading fees for a limited time. Trading fees are subject to change at the sole discretion of Figure Markets Ireland, and any updates will be reflected on the 'Fees' page, which forms part of this Agreement. It is your responsibility to review this page regularly.

6.2. Network Fees:

You are responsible for all network fees associated with transferring virtual assets onto or off the Figure Markets Ireland Exchange. Network fees for withdrawals will be deducted based on the prevailing gas fees of the relevant blockchain. We recommend monitoring gas fees, as they can fluctuate significantly due to network activity.

6.3. Withdrawal Fees:

Withdrawal fees may apply for transferring virtual assets off the Exchange. These fees, if any, will be disclosed on the 'Fees' page and calculated based on transaction size, network costs, and operational expenses.

Figure Markets Ireland reserves the right to introduce, amend, or waive fees at its sole discretion, provided such changes are communicated via the 'Pricing and Fees' page.

7. SECTION 7: FIGURE MARKETS GROUP

In this Agreement, "**Figure Markets Group**" refers to Figure Markets Ireland Limited and its affiliate, **Figure Markets Holdings Inc.**, a Delaware corporation that provides outsourced services to Figure Markets Ireland. Figure Markets Holdings Inc. owns and operates the mobile and trading platform (exchange), manages the website, and provides Virtual Asset storage and wallet services.

Updates to the scope of services or entities referenced may be made from time to time to reflect changes in corporate structure or operational responsibilities. Such updates will be communicated to users via amendments to this Agreement or other suitable notices in accordance with applicable laws.

Important Notice: The inclusion of affiliates or service providers in this Agreement does not alter or limit the responsibilities or obligations of Figure Markets Ireland Limited as the primary contracting entity. Figure Markets Ireland Limited retains sole responsibility for the services offered to customers under this Agreement.

8. SECTION 8: SERVICES AND CONTENT, GENERALLY

8.1. The Services may include or make available certain information, content and product offerings, including, without limitation: (i) Virtual Asset trading and related costs and fees; (ii) account balances, positions, transactions, confirmations and history; (iii) market data such as prices, quotations, last sale information or similar information; (iv) historical prices, quotations or similar information; (v) general information, commentary, educational material and similar information and data concerning Figure Markets Group, the Services and/or Virtual Assets markets generally; (vi) Figure Markets Group names, logos, products and service names, trade names, trademarks and other marks owned by Figure Markets Group; and (vii) other information, data, content, services, software or features created or issued by Figure Markets Group (collectively, "Content"). Content or some portion thereof may be created, issued or managed by third parties or service providers.

Figure Markets Ireland provides the Content solely and exclusively for your personal access and use. Commercial use is prohibited. Figure Markets Ireland does not permit any part of the Content or Services to be copied, posted, publicly shared, transmitted or distributed to any other electronic device, website or other method for sharing or distribution for any commercial enterprise, without Figure Markets Ireland' express prior written consent. You acknowledge that Figure Markets Group is the sole and exclusive owner of any commercial marks or other intellectual property as referenced in this Agreement, and that other marks or intellectual property are the property of their respective owners, you agree you will not use any marks or intellectual property for any purpose without the prior express written content of the owners of such marks.

Prices and quotations may not appear in real time and may be displayed with a delay. Figure Markets Ireland does not guarantee, warrant or make representations as to the correctness or timeliness of any price information. Figure Markets Ireland does not guarantee, warrant or make representations as to the current or future price or suitability of any given transaction or asset with respect to any user, or any particular financial instrument.

8.2. Site Availability and Service Interruptions

8.2.1. Service Availability:

- Access to the Services, including the Site and your Account, may be degraded or unavailable during times of significant volatility, volume, or due to scheduled maintenance, system failures, cyberattacks, or other factors beyond our reasonable control.

8.2.2. Impact on Transactions and Orders:

- Service interruptions may result in the inability to initiate or complete transactions, delays in processing orders, or temporary unavailability of your Account. Figure Markets Ireland does not guarantee:
 - Continuous or uninterrupted access to the Site or Services.
 - That any order will be executed, accepted, recorded, or remain open.
 - That customer support response times will be immediate, particularly during periods of high demand.

8.2.3. Disclaimer of Liability:

- To the fullest extent permitted by applicable law, Figure Markets Ireland shall not be liable for:
 - Service interruptions, delays, or unavailability.
 - Damages or losses arising from the inability to access your Account or complete transactions during such interruptions.
 - Market fluctuations or price changes in Virtual Assets during periods when your Account or the Services are unavailable.

8.2.4. Examples of Potential Risks:

- For instance, if you are locked out of your Account due to service interruptions, the value of Virtual Assets in your Account may decrease before access is restored. Figure Markets Ireland disclaims liability for any such losses or damages.

8.2.5. User Responsibility:

- You acknowledge and agree that it is your responsibility to manage risks associated with service interruptions, including but not limited to:
 - Ensuring timely access to your Account during critical periods.
 - Verifying the status of your transactions following any disruption.

8.2.6. Legal Compliance:

- This clause does not limit any mandatory rights you may have under applicable consumer protection laws. If discrepancies exist between this clause and mandatory legal rights, the latter shall prevail.

9. SECTION 9: WEBSITE ACCURACY AND DISCLAIMER

9.1. Accuracy of Information:

- While we strive to provide accurate and timely information on the Site, the content may not always be complete, current, or free from errors, including typographical or technical inaccuracies. We do not guarantee the accuracy, reliability, or completeness of the information provided on the Site.

9.2. Changes Without Notice:

- Information on this Site, including policies, products, and services, may be changed, updated, or removed at any time without prior notice, to the extent permitted by applicable law. You agree to verify any information before relying on it.

9.3. Responsibility for Use:

- All decisions based on information contained on the Site are made at your sole discretion and risk. We shall not be liable for any loss or damage resulting from reliance on such information, except as required by applicable law.

9.4. Third-Party Content and Links:

- Links to third-party websites or materials are provided for your convenience. We do not control, endorse, or assume responsibility for the accuracy, content, or availability of any third-party materials accessible through these links. Your interactions with such third-party materials are solely between you and the third party.

9.5. Service Interruptions and Technology Risks:

- The Site may experience interruptions, errors, or delays due to technical issues, maintenance, or factors beyond our control. We disclaim liability for such interruptions, except as required by applicable law.

9.6. Legal Compliance:

- Nothing in this clause limits your rights under applicable consumer protection laws. If discrepancies or conflicts arise between the information on the Site and legally required disclosures, the latter shall prevail.

10. SECTION 10: USE OF THE SERVICES

10.1. Eligibility

To be eligible to use any of the Services, you must be:

- be at least 18 years old;
- reside in a country where the relevant Services are legally accessible; and
- not violate any applicable local, national, or international laws, regulations, or restrictions by accessing the Services.

Figure Markets Ireland does not provide Services to individuals in jurisdictions subject to economic or trade sanctions, including but not limited to restrictions under Council Regulation (EU) No 833/2014 and applicable Irish sanctions.

11. SECTION 11: REGISTRATION FOR FIGURE MARKETS IRELAND ACCOUNT

11.1. Account Creation

To use the Services, you must register for an account ("Account") with Figure Markets Ireland. Registration requires you to provide accurate, complete, and up-to-date information. You agree to provide the following:

- Personal information, including but not limited to your full name, residential address, date of birth, contact details, taxpayer identification number, and government-issued identification.
- Banking information, such as your IBAN, BIC, and the name of your bank.
- Mobile device identifiers, including but not limited to the international mobile subscriber identity (IMSI) and international mobile equipment identity (IMEI).
- Special categories of personal data, as defined under Article 9 of the GDPR, such as biometric data (e.g., fingerprints, selfies) for identity verification and fraud prevention.
- Any additional information required under applicable laws, including the **Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021** (CJA 2010–2021).

11.2. Enhanced Due Diligence (EDD)

You consent to undergo Enhanced Due Diligence (EDD) where required, including but not limited to:

- Providing additional documents and records related to your identity, source of wealth, and source of funds.
- Participating in interviews or other verification processes conducted by Figure Markets Ireland.

11.3. Purpose of Information Collection

The information provided will be used for the following purposes:

- To verify your identity and determine your eligibility for the Services.

- To ensure compliance with AML and CTF obligations under Irish and EU regulations.
- To detect and prevent fraud, money laundering, terrorist financing, or other financial crimes.
- To establish applicable transaction limits and tailor the Services to your profile.

11.4. Information Accuracy and Updates

You confirm that the information provided is accurate, complete, and not misleading. You agree to promptly notify Figure Markets Ireland of any changes to your information that may render it inaccurate or incomplete. Failure to do so may result in the suspension or termination of your Account and Services.

11.5. Retention and Disclosure of Information

- You permit Figure Markets Ireland to retain records of the information provided for as long as required to comply with applicable laws and regulatory obligations.
- Figure Markets Ireland may share your information with fraud prevention agencies, financial crime prevention organizations, and regulatory authorities where necessary to comply with applicable laws or where disclosure is required by law or court order.

11.6. Third-Party Inquiries

Figure Markets Ireland reserves the right to make inquiries, directly or through third parties, to verify the information provided or to comply with fraud prevention and AML/CTF obligations. Such inquiries may include checks with fraud prevention or financial crime agencies, which may respond with information about you.

11.7. Limitations on Services During Verification

Until all required information is provided and verified to Figure Markets Ireland's satisfaction, your access to Services may be restricted. This includes restrictions on transaction limits or delays in processing transactions.

12. SECTION 12: DATA PROCESSING AND PRIVACY

12.1. All information collected will be processed in accordance with the **GDPR**, the **Data Protection Act 2018**, and Figure Markets Ireland's Privacy Statement. You acknowledge that:

- Your information may be disclosed to fraud prevention and financial crime agencies for verification purposes.
- Certain information, such as Virtual Asset Wallet details, may be publicly visible due to the nature of blockchain technology.

12.2. Mobile Network Data

You acknowledge that your mobile network operator may disclose information such as device identifiers to Figure Markets Ireland or its service providers for fraud prevention or compliance purposes, in accordance with their privacy policies.

12.3. Data Protection

12.3.1. Data Processing and Privacy

Legal Basis for Processing:

Figure Markets Ireland processes personal data in accordance with the GDPR, the Data Protection Act 2018 (Ireland), and the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 (CJA 2010–2021). Data is processed under:

- **Article 6(1)(b) GDPR:** To fulfill contractual obligations in providing Services.
- **Article 6(1)(c) GDPR:** To comply with legal obligations, including AML/CTF requirements.
- **Article 6(1)(f) GDPR:** To protect legitimate interests, including fraud prevention, customer verification, and platform security.

12.3.2. Transparency and Blockchain Data:

- Certain information, such as Virtual Asset Wallet details, may be publicly visible due to the nature of blockchain technology.
- By using blockchain-based services, you expressly consent to the public visibility of wallet addresses, transaction details, and related data.
- Figure Markets Ireland cannot control the visibility of data on blockchain networks. Users are advised to exercise caution when conducting transactions.

12.3.3. Mobile Network Data:

- Your mobile network operator may disclose device identifiers (e.g., IMSI, IMEI) to Figure Markets Ireland or its service providers for fraud prevention or compliance purposes, in accordance with their privacy policies.

12.4. Roles and Responsibilities

12.4.1. Data Controller and Processor Designations:

- Figure Markets Ireland acts as a **data controller** for personal data collected directly from you.
- When processing personal data on behalf of third parties, Figure Markets Ireland acts as a **data processor** and follows documented instructions.

12.4.2. Processor Obligations:

- Process data solely on the controller's instructions.
- Ensure confidentiality of personnel accessing personal data.

- Implement and maintain technical and organizational measures to protect personal data.
- Assist data controllers in meeting GDPR obligations, including responding to data subject requests and conducting DPIAs.

12.4.3. Subprocessors:

- Subprocessors will only be engaged with prior authorization from the controller.
- All subprocessors are contractually bound to GDPR-compliant obligations

12.5. Customer Consent and Obligations

12.5.1. User Consent:

By using the Services, you consent to the access, processing, and retention of your personal data for the purposes outlined in this Agreement, the Privacy Policy, and applicable legal requirements. This consent is in addition to, and does not limit, any rights or obligations under:

- **the GDPR;**
- **Data Protection Act 2018 (Ireland); and / or**
- **Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 (CJA 2010–2021).**

12.5.2. Purposes for Processing:

- Identity verification;
- Compliance with AML/CTF and sanctions obligations;
- Fraud prevention and detection;
- Transaction monitoring and reporting to regulatory authorities; and /or

Any other purposes required by applicable law or outlined in the Privacy Policy.

12.6. Accuracy and Updates:

Registration and Information Collection

User Information Requirements:

To register for an Account, you agree to provide accurate and complete personal information, which may include:

- Name, residential address, telephone number, email address, and date of birth;
- Government-issued identification, taxpayer ID number, and banking details (e.g., BIC, IBAN);
- Mobile device identifiers (e.g., IMSI, IMEI); and /or
- Biometric data (e.g., fingerprints, selfies).

12.7. Enhanced Due Diligence (EDD):

Where required, you may need to submit additional information, such as records verifying the source of funds or source of wealth. This may include meetings with Figure Markets Ireland staff.

12.8. Accuracy and Updates:

You confirm that all data provided is accurate, complete, and up-to-date. You must notify Figure Markets Ireland promptly of any changes to your personal data.

12.9. Third-Party Data:

- If you provide personal data relating to third parties, you warrant that:
 - Such disclosure complies with GDPR and other applicable laws.
 - The data is accurate, up-to-date, and relevant.
 - You have directed those individuals to Figure Markets Ireland's Privacy Policy and informed them of any material updates.

12.10. Monitoring, Retention, and Disclosure:

- Figure Markets Ireland reserves the right to monitor, review, retain, and disclose personal data as necessary to:
 - Comply with legal and tax obligations, including sanctions programs and governmental requests; and/or
 - Protect its legitimate interests, including fraud prevention and platform security.

12.11. Data Retention Post-Closure:

- You may withdraw consent by closing your Account. However, Figure Markets Ireland may retain your data if required for compliance with AML/CTF obligations or other legal requirements.

13. SECTION 13: AML/CTF COMPLIANCE AND DATA MINIMIZATION

13.1. AML/CTF Compliance:

Figure Markets Ireland complies with AML/CTF obligations under the Criminal Justice Acts 2010–2021. This may require the retention of personal data beyond standard retention periods. Such data will only be used for legal compliance and not for any other purpose.

13.2. DATA MINIMIZATION COMMITMENT:

We collect and retain only the minimum necessary personal data required to meet legal and operational needs. Data no longer required will be securely deleted or anonymized.

14. SECTION 14: INTERNATIONAL DATA TRANSFERS

14.1. TRANSFERS OUTSIDE THE EEA:

Personal data may be transferred outside the European Economic Area (EEA) to deliver services. All transfers will comply with GDPR Chapter V, using:

- Standard Contractual Clauses (SCCs);
- Adequacy decisions by the European Commission; and/or
- Explicit user consent where necessary.

14.2. TRANSFER IMPACT ASSESSMENTS (TIAs):

Figure Markets Ireland conducts TIAs to ensure third-country laws uphold data subjects' rights.

14.3. REQUEST FOR SCCs:

You may request a copy of the applicable SCCs by contacting privacy@figuremarkets.com.

15. SECTION 15: DATA RETENTION AND SECURITY MEASURES

15.1. Retention Periods:

Personal data will be retained only as long as necessary to:

- Fulfill contractual obligations.
- Comply with AML/CTF regulations.

Upon account closure, data will be securely deleted or anonymized unless retention is mandated by law.

15.2. Security Measures:

Figure Markets Ireland employs robust security protocols, including:

- Encryption of data at rest and in transit.
- Role-based access controls.
- Continuous system monitoring and breach detection.
- Incident response plans to address breaches promptly.

15.3. Data Breach Notification:

In the event of a personal data breach:

- The Irish Data Protection Commission will be notified within 72 hours, as required by GDPR Article 33.
- Affected users will be informed without undue delay if their rights and freedoms are significantly impacted.

16. SECTION 16: DATA SHARING AND TRANSPARENCY

16.1. Transparency and Rights

16.1.1. Privacy Statement:

- Figure Markets Ireland's Privacy Statement, accessible [here](#), outlines the full scope of data processing, sharing, and retention practices. The Privacy Statement forms an integral part of this Agreement and is incorporated by reference.

16.1.2. GDPR Rights:

- Customers have the right to:
 - Access personal data (Article 15 GDPR);
 - Rectify inaccurate data (Article 16 GDPR);
 - Restrict or object to processing (Articles 18 and 21 GDPR); and/or
 - Request data erasure (Article 17 GDPR), except where retention is necessary for compliance with legal obligations including but not limited to those under:
 - The GDPR; and/or
 - The **Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 (CJA 2010–2021)**.

16.1.3. Data Withdrawal:

- You may withdraw your consent by closing your Account. However, Figure Markets Ireland may retain your data as required by applicable laws, including AML/CTF regulations.
- Data retained for legal compliance will only be processed to fulfill mandatory obligations and will not be used for other purposes.

16.1.4. Third-Party Data Obligations:

- If you provide personal data relating to third parties, such as employees or associates, you warrant that:
 - Such disclosure complies with GDPR and other applicable laws;
 - The data is accurate, up-to-date, and relevant; and/or
 - You have directed those individuals to Figure Markets Ireland's Privacy Statement and provided updated versions where necessary.

16.1.5. Limitations on Rights:

- The exercise of GDPR rights may be limited where required for:
 - Compliance with AML/CTF obligations;
 - Prevention of fraud or other financial crimes; and/or
 - Fulfillment of contractual obligations essential to the provision of Services.

16.1.6. Data Sharing and Blockchain Transparency

16.1.6.1. Sharing with Third Parties:

- Your personal data may be shared with:

- Fraud prevention agencies;
- Law enforcement, tax, governmental or regulatory authorities; and/or
- Financial institutions and third-party service providers, where necessary for the provision of Services or to comply with legal obligations under applicable laws, including the GDPR and the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 (CJA 2010–2021).

16.1.6.2. **Blockchain Transparency:**

- Due to the public nature of blockchain networks, transaction data such as wallet addresses, public keys, balances, and transaction histories may be visible to third parties.
- By using blockchain-based Services, including linking a Virtual Asset Wallet to your Account, you expressly consent to the public visibility of your wallet address, public key, transaction details, and any related information on the blockchain.
- You acknowledge that transaction data associated with your Virtual Asset Wallet may be re-shared or stored by other users or viewers of the blockchain, both on and off the Services.
- Figure Markets Ireland does not control the visibility of blockchain data, as this is an inherent feature of blockchain networks. Users are advised to exercise caution when conducting transactions.

17. SECTION 17: COMMUNICATIONS AND NOTIFICATIONS

17.1. Electronic Communications:

- By registering for an Account, you consent to receiving electronic communications, including:
 - Updates to this Agreement and the Privacy Statement;
 - Transaction confirmations and account notifications;
 - Legal or regulatory disclosures;
 - Service notifications, security alerts, and fraud warnings; and/or
 - Communications may be delivered via email, SMS, in-app notifications, or other electronic methods deemed appropriate by Figure Markets Ireland.

17.2. Updating Information:

- It is your responsibility to maintain accurate and up-to-date contact information. If communications are sent to the contact details provided and are not received due to inaccurate or outdated details, Figure Markets Ireland will be deemed to have provided sufficient notice.

18. SECTION 18: COMPLAINTS AND DISPUTE RESOLUTION

18.1. Complaints Process:

- Customers must follow the complaint resolution process outlined in the Privacy Statement and Terms of Service before initiating legal proceedings.
- Complaints will be acknowledged within five (5) business days of receipt and resolved within thirty (30) days, where feasible.

18.2. Escalation and ADR:

- If a complaint cannot be resolved internally, it may be escalated in accordance with **Directive 2011/83/EU**.
- Customers are encouraged to pursue Alternative Dispute Resolution (ADR) mechanisms, such as mediation or arbitration, before escalating to legal proceedings.

18.3. Jurisdictional Guidance:

- Cross-border disputes may be referred to the European Consumer Centre (ECC) Network or other relevant bodies, as appropriate.

19. SECTION 19: Suspension or Termination of Services

19.1. Conditions for Suspension or Termination:

- Figure Markets Ireland reserves the right to suspend or terminate access to Services if:
 - You are found ineligible or in violation of this Agreement;
 - You fail to provide requested information for AML/CTF compliance;
 - Required by law or regulatory authorities; and/or
 - Your actions are deemed fraudulent, violate security protocols, or involve misuse of the Services.

19.2. Notice of Suspension or Termination:

- Where practicable, notice of suspension or termination will be provided to the contact information on file. Immediate suspension may occur in cases involving fraud or regulatory mandates.

19.3. Appeal Process:

- Users may appeal a suspension or termination decision by submitting relevant documentation or resolving the identified issues within ten (10) business days of receiving notice.

20. SECTION 20: CUSTOMER REPRESENTATIONS AND WARRANTIES

20.1. Authority and Legal Capacity:

- You represent and warrant that:
 - You are at least 18 years old and have the legal capacity to enter into and be bound by this Agreement; and
 - If acting on behalf of a legal entity, you have the authority to bind the entity to this Agreement, and the entity has full legal capacity to comply with its terms.

20.2. Accuracy of Information:

- You warrant that all information you provide to Figure Markets Ireland, including personal, financial, and identification information, is true, accurate, current, and complete; and
- You agree to promptly notify Figure Markets Ireland of any changes to the information provided.

20.3. Compliance with Laws and Regulations:

- You represent and warrant that your use of the Services complies with all applicable laws and regulations, including but not limited to:
 - Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations; and
 - Tax reporting and payment obligations in your jurisdiction.
- You agree to provide all documentation and information requested by Figure Markets Ireland to comply with legal and regulatory obligations, including but not limited to AML/CTF checks.

20.4. Prohibited jurisdictions and sanctions warranties:

- You represent and warrant that you are not located in, a resident of, or accessing the Services from a jurisdiction where such Services are restricted or prohibited;
- You further warrant that you will not use the Services in violation of any applicable sanctions, embargoes, or trade restrictions imposed by the European Union, the United Nations, the United States, or any other relevant authority; and
- You confirm that you are not identified as a "Designated Person" or equivalent under any applicable sanctions or anti-terrorism laws.

20.5. Source of Funds:

- You warrant that all funds or assets used in connection with the Services are derived from lawful sources and are not associated with any illegal activity, including money laundering, terrorist financing, or fraud.

20.6. Indemnification for Breach:

- You agree to indemnify and hold harmless Figure Markets Ireland, its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from:
 - Your breach of these representations and warranties;
 - Your non-compliance with applicable laws or regulations; and

- You agree to indemnify and hold harmless Figure Markets Ireland and the Figure Markets Group from any claims arising from third-party rights infringement, including intellectual property and privacy rights.

20.7. No Reliance on Advice:

- You acknowledge that Figure Markets Ireland does not provide investment, legal, or tax advice. You represent that you have consulted with your own advisors and are solely responsible for your decisions.

20.8. Use of Services:

- You represent and warrant that:
 - You will use the Services only for lawful purposes and in accordance with this Agreement.
 - You will not use the Services for any unauthorized or prohibited activities, including but not limited to:
 - Fraudulent transactions.
 - Unauthorized access to third-party accounts.
 - Transactions designed to circumvent legal or regulatory restrictions.

20.9. Acknowledgment of Risk:

- You acknowledge that the use of digital assets involves significant risks, including without limitation:
 - market volatility, regulatory changes, and technological failures. You warrant that you fully understand these risks and are financially able to bear any potential losses.
 - **Technology Risks:** You acknowledge that your use of the Services depends on third-party systems and technologies, including blockchain networks, external wallet providers, and internet connectivity, which are outside the control of Figure Markets Ireland and the Figure Markets Group;
 - You assume full responsibility for risks associated with reliance on such systems, including but not limited to:
 - System outages, failures, or interruptions.
 - Security breaches, hacks, or unauthorized access to external wallets or blockchain networks.
 - Loss of data or funds resulting from errors, technological limitations, or misuse of third-party services;
 - **Market and Regulatory Disruption Risks:** You acknowledge that the regulatory environment for digital assets is subject to rapid change, which may result in:

- Changes in the legality or availability of certain digital assets.
- Restrictions on transactions or services in specific jurisdictions.
- Modifications to applicable tax, reporting, or regulatory obligations.
- You agree and acknowledge that the Figure Markets Ireland and the Figure Markets Group are not liable for disruptions, changes, or restrictions resulting from such developments.
- You confirm that you have read, understood, and accepted the terms of the Risk Disclosures Statement, which forms an integral part of this Agreement.
- The Risk Disclosures Statement outlines the inherent risks of using digital assets and related technologies, including but not limited to market volatility, loss of funds, and operational risks.
- You agree to:
 - Continuously monitor legal, regulatory, and operational risks relevant to your use of the Services.
 - Seek independent legal, financial, or technical advice where necessary to understand the risks associated with digital assets.
- You accept full responsibility for your decisions and any resulting consequences.

21. SECTION 21: REVERSE SOLICITATION WITH JURISDICTIONAL LIMITATIONS

21.1. Scope of Application

21.1.1. This clause applies exclusively to jurisdictions where Figure Markets Ireland is **not registered, licensed, or regulated** to provide the Services or does not operate in partnership with an authorized agent or representative.

21.1.2. In jurisdictions where Figure Markets Ireland is registered, licensed, regulated, or operates through an authorized agent, the terms of this Agreement shall apply as modified or supplemented by applicable local laws and regulations.

21.2. Acknowledgment of Reverse Solicitation

21.2.1. You confirm and expressly acknowledge that any request to access or use the Services provided by Figure Markets Ireland in jurisdictions falling under Section 1.1 is made entirely at your own initiative and constitutes reverse solicitation under applicable regulatory laws.

21.2.2. You acknowledge that Figure Markets Ireland has not actively marketed, promoted, or solicited the provision of its Services in your jurisdiction, except where expressly permitted by law or through authorized representatives.

21.3. Tax Obligations

21.3.1. You acknowledge and agree that:

- You are solely responsible for determining, reporting, and fulfilling your tax obligations arising from your use of the Services, including but not limited to income tax, capital gains tax, value-added tax (VAT), or any other applicable taxes in your jurisdiction.
- Figure Markets Ireland does not provide tax advice or guidance. You are encouraged to seek independent tax advice to ensure compliance with your tax obligations.
- Any tax implications resulting from your use of the Services in jurisdictions specified under Section 1.1 are your sole responsibility, including any reporting to your local tax authorities.

21.4. User Representations and Warranties

21.4.1. By accessing and using the Services in jurisdictions covered under Section 1.1, you represent and warrant that:

- You have independently initiated contact with Figure Markets Ireland without solicitation, encouragement, or influence from Figure Markets Ireland or its representatives;
- Your use of the Services complies with all applicable laws in your jurisdiction, including those governing financial promotion, securities, and tax reporting.
- You are not violating any local laws, regulations, or restrictions by using the Services.

21.5. Indemnification

You agree to indemnify and hold harmless Figure Markets Ireland, its affiliates, officers, directors, and employees from any claims, liabilities, losses, damages, or expenses (including legal fees) arising from:

- Your breach of the representations and warranties set forth in this Consent Clause.
- Your failure to comply with tax reporting, payment, or other obligations in jurisdictions under Section 1.1.
- Any regulatory or enforcement action initiated against Figure Markets Ireland resulting from your non-compliance with reverse solicitation or tax obligations.

21.6. Disclosure of Limited Services

21.6.1. You acknowledge that the Services provided by Figure Markets Ireland in jurisdictions under Section 1.1 may be limited or restricted based on local regulatory and tax requirements.

21.6.2. You accept that Figure Markets Ireland reserves the right to refuse, limit, or terminate access to the Services if regulatory or tax concerns arise in your jurisdiction.

21.7. No Reliance on Marketing or Tax Advice

21.7.1. You confirm that you have not relied on any advertising, marketing, promotional materials, or public communications by Figure Markets Ireland in deciding to access or use the Services in jurisdictions under Section 1.1.

21.7.2. You acknowledge that any materials provided by Figure Markets Ireland are for informational purposes only and do not constitute tax advice or guidance.

22. SECTION 22: RISK DISCLOSURE

22.1. Acknowledgment of Risk:

- By using the Services, you acknowledge that you have read, understood, and agree to the Risk Disclosure Statement, which is incorporated into this Agreement by reference.

22.2. Updates to Risk Disclosure:

- The Risk Disclosure Statement may be amended or updated from time to time at Figure Markets Ireland's sole discretion. Any updates will be posted on the Site, and continued use of the Services constitutes your acknowledgment and acceptance of such updates.

22.3. Availability:

- The latest version of the Risk Disclosure Statement is accessible [here](#) or via the Site. You agree to review the Risk Disclosure Statement periodically to remain informed about the risks associated with the Services.

23. SECTION 23: WEBSITE TERMS OF USE

23.1. Incorporation of Website Terms:

- Your use of the Services and any related functionalities is also governed by the Website Terms of Use, which are incorporated into this Agreement by reference.

23.2. Updates to Website Terms:

- The Website Terms of Use may be updated from time to time. Any updates will be posted on the Site and will take effect immediately upon posting. Continued use of the Services constitutes your acceptance of the updated Website Terms.

23.3. Availability:

- The most current version of the Website Terms of Use can be accessed [here](#)
- or via the Site. You agree to periodically review the Website Terms of Use to ensure compliance.

24. SECTION 24: AMENDMENT OF THIS AGREEMENT

24.1. Material Changes:

Where required by applicable law, material updates to this Agreement, including those addressing jurisdictional compliance, will be communicated to users in advance. For example, if changes to compliance requirements necessitate modifications to the tailored questions presented to EU residents.

We will notify you of any material change to this Agreement at least two months in advance (to the extent commercially reasonably possible or reasonably promptly) via email or other electronic communication.

If you do not agree with a material change, you may terminate this Agreement by closing your Account before the effective date of the change. By continuing to use the Services after the effective date, you will be deemed to have accepted the material change.

24.2. Non-Material Changes:

We may make all other amendments to this Agreement (including changes to the Services) by:

- Posting the revised Agreement ("**Revised Agreement**") on the Site; or
- Providing you with a copy of the Revised Agreement through email or other electronic communication.

Unless stated otherwise, such amendments shall be effective immediately upon posting or provision to you and will not apply retroactively.

24.3. Acceptance of Amendments:

Your continued use of the Services after receiving notice of any amendment or after a Revised Agreement has been made available constitutes your acceptance of the changes.

If you do not agree with any amendments, you must close your Account and cease using the Services.

24.4. Notice Sufficiency:

Notification of amendments via the methods outlined above shall constitute sufficient notice of the changes.

24.5. Availability of Agreement:

The most up-to-date version of this Agreement will always be available through the Site and the App. You are encouraged to review the Agreement regularly.

24.6. Jurisdictional Exceptions:

Certain jurisdictions may require specific notice periods or additional steps for amendments to be binding. In such cases, we will comply with the applicable legal requirements..

25. SECTION 25:TERMINATION

25.1. Termination by Figure Markets Ireland:

- Figure Markets Ireland may terminate this Agreement and your access to the Services immediately, without notice, if:
 - You breach any provision of this Agreement, including eligibility requirements.
 - You fail to comply with applicable laws, including but not limited to AML/CTF regulations.
 - Your actions are deemed fraudulent, unlawful, or harmful to the interests of Figure Markets Ireland or its users.
 - Required to do so by law, regulation, or order of a competent authority.

25.2. Termination for Convenience:

- Figure Markets Ireland may terminate this Agreement for any other reason by providing you with at least thirty (30) days' notice.

25.3. Suspension or Rectification:

- Before terminating your access to the Services, Figure Markets Ireland may, at its sole discretion:
 - Suspend your access temporarily.
 - Provide you with an opportunity to rectify the issue within a specified timeframe, where feasible.

25.4. Consequences of Termination:

- Upon termination, your access to the Services will cease immediately.
- You agree that Figure Markets Ireland shall not be liable to you or any third party for any claims, damages, or losses arising from the termination or suspension of your access to the Services, except as required by applicable law.

25.5. User Obligations Post-Termination:

- Termination does not relieve you of your obligations under this Agreement, including those related to payment, indemnification, and compliance with applicable laws.
- Any outstanding liabilities owed by you to Figure Markets Ireland shall remain enforceable.

25.6. Transitional Arrangements for MiCAR:

- As part of the transition to comply with **MiCAR**, certain services, features, or terms of this Agreement may be modified to meet the new regulatory requirements applicable to Crypto-Asset Service Providers (CASPs).

- Figure Markets Ireland reserves the right to implement such modifications as required by law or regulatory authorities. Customers will be notified in advance of any material changes via email or other electronic communication channels. We appreciate your understanding and cooperation during this transition.

26. SECTION 26: DISPUTE RESOLUTION AND ARBITRATION CLAUSE

26.1. Dispute Resolution Process

- 26.1.1. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, performance, termination, or any non-contractual obligations arising therefrom (each, a "Dispute"), shall first be attempted to be resolved through good faith negotiations between the parties.
- 26.1.2. If the parties are unable to resolve the Dispute within 30 calendar days of written notice of the Dispute, the matter shall be referred to binding arbitration in accordance with the terms set out below.

26.2. Binding Arbitration

- 26.2.1. Any Dispute that is not resolved through negotiation shall be exclusively and finally settled by arbitration under the rules of the **Arbitration Rules of the Irish Arbitration Association** or any successor body (the "Rules").
- 26.2.2. The arbitration shall be conducted:
- By a single arbitrator appointed in accordance with the Rules.
- In Dublin, Ireland, unless otherwise agreed by the parties in writing; and
 - In the English language.

26.3. Governing Law

The arbitrator shall apply Irish law to the substance of the Dispute, without reference to conflict of laws rules, and shall have no authority to award punitive damages or any other damages expressly excluded by this Agreement.

26.4. Confidentiality

The parties agree that the arbitration and all related proceedings, including any submissions, evidence, or decisions, shall remain strictly confidential and shall not be disclosed to any third party, except as may be required by law or to enforce an arbitration award.

26.5. Costs and Fees

26.5.1. Each party shall bear its own legal fees and expenses incurred in connection with the arbitration. The costs of the arbitration, including the fees of the arbitrator, shall be allocated by the arbitrator in the final award.

26.5.2. If Figure Markets Ireland is the prevailing party, the arbitrator may award reasonable legal fees and costs incurred in enforcing its rights under this Agreement.

26.6. Waiver of Class Actions

The parties agree that any Dispute shall be resolved on an individual basis and not as part of a class, consolidated, or representative action. The arbitrator shall have no authority to consolidate claims or award relief on behalf of individuals other than the parties to this Agreement.

26.7. Injunctive and Interim Relief

Notwithstanding the above, Figure Markets Ireland reserves the right to seek injunctive or interim relief in any court of competent jurisdiction to protect its intellectual property rights, confidential information, or other proprietary interests pending the resolution of a Dispute.

26.8. Final and Binding Decision

The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the matter.

26.9. Exclusions

This arbitration clause shall not prevent Figure Markets Ireland from pursuing debt recovery proceedings or other claims in any jurisdiction where the user resides, to the extent such claims relate solely to unpaid fees or other sums owed under this Agreement.

27. SECTION 27: COUNTERPARTS

This Agreement may be accepted electronically via a consent box, electronic signature, or physical signature, as determined by Figure Markets Ireland. Each method of acceptance or signature shall have the same legal effect, regardless of whether it is delivered electronically or physically.

If Figure Markets Ireland requires a physical or signed copy of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one binding agreement. No single counterpart shall be deemed enforceable until it is combined with all executed counterparts.

28. SECTION 28: ELECTRONIC SIGNATURES

28.1. Electronic Consent via Consent Box:

By clicking the consent box, you confirm that your acceptance of this Agreement constitutes a valid and binding electronic agreement under the **Electronic Commerce Act 2000**

(Ireland) and the **Regulation (EU) No 910/2014 on electronic identification and trust services (eIDAS Regulation)**.

28.2. Legal Effect of Electronic Execution:

The Parties agree that this Agreement may be executed electronically, and such execution shall have the same legal effect as a handwritten signature.

28.3. Alternative Methods of Signing:

Figure Markets Ireland may, at its discretion, allow alternative methods of signing, such as electronic platforms (e.g., DocuSign, Adobe Sign) or handwritten signatures. Any signature method authorized by Figure Markets Ireland will have the same legal effect as the electronic consent provided via the consent box.

29. SECTION 29: FORCE MAJEURE

Figure Markets Ireland shall not be liable for any failure or delay in performing its obligations under this Agreement caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, labour disputes, cyberattacks, or failure of third-party service providers. If a Force Majeure event continues for more than sixty (60) days, either Party may terminate this Agreement by providing written notice.

30. SECTION 30: SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the Parties' original intent.

31. SECTION 31: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, understandings, and negotiations, whether written or oral. No modification of this Agreement shall be effective unless it is communicated to you electronically or signed by a method authorized by Figure Markets Ireland and accepted by you.

32. SECTION 32: NOTICES

32.1. Method of Communication:

All notices under this Agreement shall be sent electronically to the email address you provided during registration or through other electronic communication channels associated with your account. Where Figure Markets Ireland deems necessary, notices may also be provided through postal mail or via alternative electronic platforms (e.g., DocuSign).

32.2. Deemed Delivery:

- Notices sent electronically shall be deemed received on the date sent, provided no delivery failure notification is received.
- Notices sent via alternative electronic platforms (e.g., DocuSign) shall be deemed received when access to the notice is recorded.
- Notices sent by post shall be deemed received five (5) business days after dispatch.

33. SECTION 33: ASSIGNMENT

33.1. Prohibition of Assignment Without Consent:

- You may not assign, transfer, or delegate your rights or obligations under this Agreement without prior written consent from Figure Markets Ireland.

33.2. Permitted Assignments by Figure Markets Ireland:

- Figure Markets Ireland may assign its rights and obligations under this Agreement to any affiliated entity or as part of a merger, acquisition, or corporate restructuring without prior notice to you.

34. SECTION 34: NO WAIVER

No failure or delay by Figure Markets Ireland in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that right or remedy, nor shall it preclude or restrict its future exercise.

35. SECTION 35: SURVIVAL

Any provision of this Agreement that, by its nature, should survive termination or expiration shall remain in effect, including but not limited to provisions related to limitation of liability, indemnity, confidentiality, and governing law.

36. SECTION 36: GOVERNING LAW

This Agreement, including its formation, interpretation, performance, and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Republic of Ireland.

The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement, including its subject matter or formation.

Where legally required, overriding mandatory provisions of other jurisdictions may apply. However, to the fullest extent permitted by law, the Parties agree that such mandatory provisions shall not prejudice the exclusive application of Irish law to the extent possible.