

Approved
“ _____ ” _____ 2025
General Director

Amana Virtual Assets Exchange LLC

REFUND POLICY

1. General Provisions

1.1. This Refund Policy for Virtual Assets (hereinafter – the Assets) establishes the procedure and conditions governing the return of Virtual Assets to clients of Amana Virtual Assets Exchange LLC (hereinafter – the Company).

1.2. The Company operates as a virtual asset exchange service provider pursuant to License No. 0173, Registration No. 152, issued on 18 April 2025 by the Service for Regulation and Supervision of the Financial Market under the Ministry of Economy and Commerce of the Kyrgyz Republic.

1.3. This Policy has been developed in accordance with the legislation of the Kyrgyz Republic, including the legal requirements relating to counteracting the legalization (laundering) of criminal proceeds and the financing of terrorist activity.

Assets – a set of data in electronic and digital form possessing value, representing a digital expression of value and/or a means of certifying proprietary and/or non-proprietary rights, created, stored, and transferred using distributed ledger technology or similar technology, and not constituting a monetary unit, means of payment, or security.

Refund – actions undertaken by the Company involving the transfer of Assets or Unaccounted Funds from the Company’s accounts to the accounts of Users.

Unaccounted Funds – Assets credited to the Company’s accounts in the absence of a duly completed Request on the website, Assets credited in an amount materially exceeding that specified in the Request, or Assets that cannot be properly identified due to the absence of mandatory transaction identifiers, including Tag or Memo data where required.

Timeout – a situation in which the actual crediting of Assets to the Company’s account occurs after the automatic cancellation of the relevant Request by the system due to the expiration of the established payment period or transaction confirmation timeframe.

Refund Fixing Rate – the market value of the Asset determined and fixed by the Company at the moment the Assets are credited, which shall be applied as the maximum

reference value for the calculation of the Refund amount..

2. Grounds for Refund

A Refund of Assets may be performed in the following circumstances:

- erroneous crediting of Assets, including the receipt of Assets without a duly completed Request, transfers executed in violation of the applicable procedures, or transfers involving amounts materially exceeding those specified in the Request;
- transaction Timeout, including the crediting of Assets to the Company’s accounts after the automatic cancellation of the corresponding Request due to the expiration of the prescribed waiting period;
- inability to provide services, including technical failures or other circumstances not attributable to the User that prevent completion of the exchange operation;
- termination of the contractual relationship or refusal of service, including cases of discontinuation of cooperation by mutual agreement of the parties or at the initiative of the Company in circumstances provided for by applicable anti-money laundering and counter-terrorist financing requirements;
- other grounds provided for by the Company’s internal regulations, Terms of Service, and the applicable legislation of the Kyrgyz Republic.

3. Refund Conditions

3.1. Any actions undertaken by the Company in connection with a Refund shall be initiated exclusively upon the receipt of a formal request submitted by the User through the Company’s support service using verified communication channels. In the absence of such a request from the User, the Company shall not undertake any Refund-related actions.

3.2. A Refund of Assets shall be effected solely to the person from whom the Assets were originally received and shall be executed using the same payment instrument or virtual asset wallet from which the transfer was made, unless otherwise required or permitted by applicable legislation.

3.3. Prior to the execution of a Refund, the Company shall conduct client identification and verification procedures in accordance with Know Your Customer requirements, as well as all necessary anti-money laundering and Know Your Transaction controls.

3.4. The Company reserves the right to refuse a Refund or to block an outgoing transaction where, during the processing of a Refund request, the risk profile of the User’s wallet or payment instrument designated for the Refund changes to a high-risk

classification based on the Company's anti-money laundering or transaction monitoring systems, or where the wallet is determined to have connections to unlawful activity. Such measures may be applied irrespective of the wallet's risk classification at the time the Assets were originally received.

3.5. In accordance with the requirements of the legislation of the Kyrgyz Republic, the Company shall retain Assets subject to Refund for an indefinite period. Such retention shall be performed without charge. The Company shall ensure the safekeeping of the Assets, shall not utilize such Assets for commercial purposes, and shall not accrue or pay interest, dividends, or any form of investment income in respect of such Assets.

4. Refund Timeframes

4.1 A Refund of Assets shall be executed within a period of up to ten working days from the date on which the decision to perform the Refund is made, provided that all required verification and compliance procedures have been duly completed.

5. Limitations

5.1. Refunds in cash funds shall not be performed.

5.2. Refunds of Virtual Assets shall be executed exclusively to a wallet address belonging to the client and successfully validated by the Company's compliance and security procedures.

5.3. Fees, charges, and commissions imposed by banks, payment service providers, or blockchain networks and incurred by the User in connection with the initiation of the inbound transaction shall not be subject to Refund.

5.4. All costs associated with the execution of a Refund, including, inter alia, blockchain network fees, miner fees, and payment processing charges, shall be deducted by the Company from the amount subject to Refund.

5.5. In the event of a Refund of Virtual Assets, the Company shall apply a market risk fixation principle. The Refund shall be calculated based on the exchange rate applicable at the time the Assets were received by the Company, provided that such rate shall not exceed the market rate prevailing at the time the Refund is actually executed. The Company shall not be liable for, nor compensate, any losses arising from fluctuations in the market value of Virtual Assets.

5.6. A Refund shall not be performed where the value of the Assets subject to Refund, after deduction of all applicable fees and charges, results in a zero or negative balance.

5.7. Where a Refund is necessitated by an error attributable to the User, including, inter alia, the provision of incorrect payment details, selection of an incorrect blockchain network, omission of mandatory transaction identifiers, or analogous inaccuracies, the Company shall deduct an operational processing fee. The operational processing fee shall be calculated in the amount of five percent of the Refund amount.

5.8. Assets credited after the expiration of the validity period of the corresponding Request shall be classified as Unaccounted Funds and shall be subject to Refund solely upon the User's formal request and subject to the deduction of applicable fees.

5.9. The User shall bear full responsibility for the accuracy of the Refund details provided. The User acknowledges and agrees that the use of incorrect wallet addresses, incorrect blockchain networks, omission of mandatory transaction identifiers, or erroneous payment details may result in the irreversible loss of Assets. The Company shall not be liable for any losses arising from such User errors.

6. Final Provisions

6.1. This Policy constitutes an internal document of the Company and may be provided upon request to financial institutions, counterparties, and competent authorities.

6.2. The Company reserves the right to amend this Policy in the event of changes to the legislation of the Kyrgyz Republic or other applicable regulatory requirements.

6.3. This Policy forms an integral part of the Terms of Service. The submission of any Request or the transfer of Assets to the Company's accounts shall constitute the User's full and unconditional acceptance of the provisions of this Policy.