



META CAPITAL



Meta Capital LLC



info@metacapital-llc.com



Kyrgyz Republic, Bishkek, Leninsky
District, Turusbekova Street, 109/1

TERMS OF OFFER and ACCEPTANCE Of META

1. GENERAL PROVISIONS

1.1. This TERMS OF OFFER and ACCEPTANCE Of META (hereinafter referred to as the "Offer") governs the relationship between META CAPITAL LLC (hereinafter referred to as the "Company", "Broker", "Exchange Operator", "META") and the provision of financial services to Customers (hereinafter referred to as "Customer" or "You").

1.2. This Offer applies and shall be interpreted in conjunction with the Regulations "On the Procedure for Conducting Activities in the Securities Market and the Derivatives Market, as well as Activities Related to Virtual Asset Transactions" of META CAPITAL LLC (hereinafter referred to as the "Regulations").

1.3. In case of any discrepancy between the terms of this Offer and the provisions of the Regulations, the terms of the Regulations shall prevail, unless otherwise expressly provided for in an individual agreement with the Client.

1.4. The Company has the right to change or update the Offer.

1.5. The Company publishes the Offer, the Regulations, and other provisions on the official website <https://metacapital-llc.com/>.

1.6. If the Customer does not accept the Offer, they must immediately notify the Company in writing upon making such a decision. In the absence of notification from the Customer, the Offer is deemed accepted.

1.7. All amendments and supplements made by the Company to the Offer and Regulations come into force and become binding on the Customer after 10 (ten) business days from the date the amendments are made to the Offer and Regulations.

1.8. The Offer is effective in accordance with the legislation of the Kyrgyz Republic and the applicable license requirements of the State Service for Regulation and Supervision of the Financial Market.

2. DEFINITIONS

2.1 Main Definitions

2.1.1. **Financial services** — services listed in the Regulations to this Offer, including brokerage services, services for trading derivative financial instruments, virtual asset exchange services, and information services.

2.1.2. **Customer's Account** — an individual set of financial services provided by the Company to the Customer based on Customer requests.

2.1.3. **Account Owner / Customer** — an individual or legal entity that has opened an account based on a request to the Company and has the right to transfer funds or request other financial services.

2.1.4. **Financial services restrictions** — is a partial or complete limitation of the scope of financial services provided to the Customer by the Company in case of violation of the provisions of this Offer.

2.1.5. **Account Blocking** — suspension of the provision of financial services to the Customer.

2.1.6. **Electronic services (E-services)** — financial services of the Company provided based on an agreement with the Company using technical and technological solutions, including the personal account on the Company's website and through partner platforms.

2.1.7. **One-time authentication code** — information allowing the Customer to authenticate remotely via the mobile phone number or email address registered with the Company, to perform certain actions with the account or to confirm the Company's requests.

2.1.8. **Official website** — the official website of the Company at <https://metacapital-llc.com/>.

2.1.9. **Official notification** — a message with information transmitted by the Customer and/or the Company through the means of communication specified in section 3 of this Offer.

2.1.10. **Identification information** — personal data of the Customer collected by the Company within the framework of Know Your Customer (KYC) provisions (Annex No.3).

2.1.11. **Law on Anti-Money Laundering and Counter-Terrorist Financing (AML)** — Law of the Kyrgyz Republic dated August 6, 2018, No. 87 "On Counteracting the Financing of Terrorist Activities and Legalization (Laundering) of Criminal Proceeds".

2.1.12. **Competent Authority** — an authorized state body of the Kyrgyz Republic entitled to exercise control and regulation of the activities of the Company or the Customer.

2.1.13. **Legal entities / Companies** — any companies, trusts, funds, and other structures officially registered or existing under the laws of the country of registration.

2.1.14. **Ultimate Beneficial Owners** — a natural person or persons who ultimately own or control the Customer and/or a natural person on whose behalf a transaction or activity is being conducted.

2.2 Definitions for Virtual Asset Services

2.2.1. **Virtual asset** — a set of data in electronic-digital form, having value, being a digital expression of value, and created, stored, and circulated using distributed ledger technology or similar technology.

2.2.2. **Virtual asset wallet** — a software application or other mechanism/carrier for storing and transferring a virtual asset.

2.2.3. **Order** — an instruction of the Customer, sent to the Company in the form of an official notification, to execute a transaction with virtual assets.

2.2.4. **Platform** — the information system of the Company and/or partner platform used for making transactions with virtual assets and other payment instruments.

2.3 Definitions Related to Brokerage Services

2.3.1. **Instruction** — an instruction of the Customer, sent to the Company in the form of an official notification, to execute a transaction with currency, or derivative financial instruments.

2.3.2. **Derivative financial instruments (DFI)** — financial contracts whose value depends on the value of underlying assets, including futures, options, forwards, and swaps.

2.3.3. **Trading systems (TS)** — organized markets and trading platforms, including depository, settlement, and clearing systems.

2.3.4. **Request** — the Customer providing information in the form of an Order to the Company for the provision of a specific financial service via communication channels specified in Section 3 of the Offer.

2.3.5. **Confirmation** — the Company's response to the Customer's Request.

2.3.6. **Transaction** — an electronic transfer of funds.

2.3.7. **Funds** — fiat currency (national or foreign).

2.3.9. Commission/Company's Remuneration — a percentage of the transaction amount or a fixed amount paid by the Customer in accordance with the applicable The Price List (Annex No.2 to this Offer).

3. PARTNERSHIP WITH TECHNOLOGICAL PLATFORMS

3.1. Integrated Access to the Customer's Personal Account

3.1.1. The Company has the right to provide access to the Customer's personal account, as well as to individual functional services (portfolio view, order submission, receipt of reports and notifications, etc.) using technical solutions and platforms of third-party partners (technology providers). Specific partners, as well as the access channels used, may be changed by the Company at its discretion without making changes to this Offer or the Regulations.

3.1.2. Within the framework of these integrations, the Customer may access their personal account and the Company's services through the interfaces and websites/applications of such partners, as well as use a single set of credentials and/or linked authentication methods provided for by the integration, provided that the security and identification requirements established by the Company and applicable legislation are observed.

3.1.3. Detailed information on available access channels to the personal account, the list of involved technology partners, as well as instructions for using the relevant interfaces are provided to the Customer after completion of all registration and identification procedures (KYC/AML) and approval of the Customer by the Company as a service user. Such information may be sent to the Customer's contact details.

3.1.4. Regardless of the platforms and interfaces through which the Customer accesses their personal account and services (directly through the Company's website or through partner interfaces), the Customer in all cases remains a Customer of the Company. All provisions of this Offer, the Regulations, and agreements concluded with the Company apply to such relationships in full.

3.2 Responsibility When Using Technology Providers

3.2.1. The Company is not responsible for disruptions in the operation of technology providers' platforms that are beyond its control.

3.2.2. The Company retains full responsibility for processing all applications, making transactions and storing the Customer's assets, regardless of which channel (directly through the Company's website or through partner interfaces) the transactions were performed.

3.2.3. In the event of technical problems with integrated access, the Customer may contact the support service of either the Company or the technology providers.

4. GENERAL ACCOUNT USAGE RULES

4.1 Currency Transactions and Receipt of Services

4.1.1. The Customer may perform transactions in national and foreign and receive the services specified in the Regulations.

4.1.2. The Customer must use their account solely for the purposes specified in the Regulations. Using the account in the interests of third parties is prohibited.

4.1.3. Access to the Company's financial services for citizens of the Kyrgyz Republic requires full legal capacity at the age of at least 18 years and possession of an valid identity document.

4.1.4. For foreign citizens and companies, access is provided in accordance with applicable legislation and Regulations of the Company.

4.2 Service Delivery Channels

4.2.1. The Customer may receive the Company's financial services through the following channels:

The Company's office located at: The Kyrgyz Republic, Bishkek, Bokonbayeva str., 113, fl.5, room 3;

Integrated portals of technology providers;

Other service delivery channels announced on the Company's official website.

4.2.2. The types of financial services provided and their delivery channels depend on the Customer's authentication level in accordance with the provisions of the Regulations.

5. RULES FOR CHANGING ACCOUNT STATUS

5.1 Account Blocking Conditions

5.1.1. The Customer's account may be blocked in the following cases:

- No movement of funds (deposits or withdrawals) for 12 months, excluding commission and interest accruals.
- Decision of a Competent Authority;
- Non-compliance of the Customer with AML legislation or KYC requirements;
- Failure of the Customer to fulfill its obligations under this Offer.
- Upon occurrence of other conditions provided for in the Regulations and this Offer.

6. RULES FOR ACCOUNT CLOSURE

6.1 Grounds for Account Closure

6.1.1. The Customer's account may be closed in the following cases:

At the Customer's Initiative:

- The Customer submits a written application for account closure. In this case, the Company must begin the account closure procedure immediately.
- The Customer may close the account during a personal visit to the Company's office or through the Integrated portal of technology providers by signing an account closure application.
- Regardless of the method of account closure, the account can only be closed after the Customer fulfills all requirements provided for by the provisions of the Regulations and the Offer.

At the Company's Initiative:

- The Company notifies the Customer in writing no later than 10 business days before closing the account;
- If there is a decision of a competent state authority.

6.1.2. The Company may close the Customer's account at its own initiative on the following grounds:

- Violation or non-fulfillment by the Customer of the terms of the Offer;
- The Customer's refusal to provide information required under AML and KYC, or provision of false information and forged documents;

- If the Company identifies an attempt by the Customer to launder money or commit other financial crimes, or identifies attempts to perform illegal operations;
- Inclusion of the Customer in international or internal sanctions lists;
- On other grounds provided for by law and the provisions of the Regulations.

6.1.3. The Company may temporarily restrict services to the Customer if it deems it necessary in accordance with legislation or the provisions of the Regulations and Offer, or issue special terms for limited provision of financial services.

7. SERVICES

7.1. The complete list of provided services is governed by the rules, terms, and requirements included in the Regulations.

7.2. All operations within the framework of the provided services are performed in accordance with the current legislation of the Kyrgyz Republic and the provisions of the Regulations and the Offer.

7.3 Electronic services (E-services)

7.3.1. The Customer bears full responsibility for maintaining the confidentiality of E-services authentication tools, such as:

- Login and password;
- Transactional password;
- Confidential information of the Customer's device;
- Email address registered in the service;
- Mobile phone number.

7.3.2. E-services vary in types of provided financial services depending on the technological and authentication capabilities of the Company.

7.3.3. The Company may block the Customer's access to E-services if any of the conditions specified in the Regulations and the Offer are present.

7.3.4. All operations performed using the Customer's E-services credentials are deemed to have been performed by the Customer themselves, regardless of who actually performed them.

8. CUSTOMER INFORMATION

8.1 Information Update

8.1.1. The Company is obligated to regularly update the Customer's information in accordance with its legal obligations and KYC. Identification information must be updated by the Customer immediately upon its change.

8.1.2. The Company is obligated by law to request information, comments, and explanations related to performed operations, and to verify the purpose and nature of transactions.

8.1.3. The Customer must provide information upon receiving an official request from the Company within 5 business days from the date the request is sent to the Customer.

8.2 Communication Methods

8.2.1. The Company sends any information, requests, or notifications to the Customer using communication methods in accordance with the identification information of the Customer provided to the Company.

8.2.2. If the Customer does not immediately notify the Company of a change in identification information, the Company is not responsible for any problems or losses arising from not receiving information, notifications, or requests.

9. COMMISSIONS, FEES, AND PAYMENTS

9.1 Commissions

9.1.1. The Company's interest rates, commissions, and fees vary depending on the type of financial service.

9.1.2. The Company's interest rates, commissions, and fees are specified in the provisions of this Offer in accordance with the Regulations and the The Price List (Annex No.2 to this Offer).

10. COMPLAINT HANDLING AND DISPUTE RESOLUTION

10.1 Complaint Filing Procedure

10.1.1. The Parties agree to comply with the legislation of the Kyrgyz Republic, the Regulations, and the terms of the Offer.

10.1.2. If the Customer has any remarks or complaints regarding financial services, You may contact the Company in writing using the contact details posted on the official website of the Company.

10.1.3. Complaint consideration period:

- The Company must receive the complaint and begin its consideration within **10** business days;
- The full period for resolving the complaint must not exceed **30** calendar days;
- In case of complex complaints, the Company may request additional time, but no more than **60** days.

10.2 Legal Proceedings

10.2.1. All disputes that cannot be resolved through negotiations shall be considered in court in accordance with the current legislation of the Kyrgyz Republic.

10.2.2. The competent courts are the courts of Bishkek, Kyrgyz Republic.

10.2.3. The Company and the Customer agree to the following dispute resolution procedure:

1. Conducting preliminary negotiations and identifying the subject of disagreement.
2. Sending a written claim by the Customer to the Company.
3. Consideration of the Customer's claim by the Company in accordance with the provisions of Section 10 of the Offer.
4. Filing a statement of claim with the competent court in accordance with the provisions of clause 10.2.1 of the Offer.

11. LIMITATION OF LIABILITY

11.1 Limitation of the Company's Liability

11.1.1. The maximum financial liability of the Company for the Customer's direct losses is limited to the amount of commissions received by the Company from the Customer's transactions over the last 12 months.

11.1.2. The Company is not liable for:

- Indirect losses and lost profits;
- Losses caused by fluctuations in quotations and changes in market prices;
- Actions of third parties (counterparties, banks, depositories) beyond the Company's control;
- Losses caused by unauthorized access of the Customer to the system (if the Customer violated confidentiality rules);
- Technical failures or problems with internet connection;
- Delays in the execution of operations caused by system overload.

11.2 Force Majeure Circumstances

11.2.1. The Parties are released from liability for non-performance or improper performance of their obligations in the event of force majeure circumstances, including:

- Wars, uprisings, terrorist acts;
- Natural disasters;
- Accidents and man-made disasters;
- Interruptions in the activities of trading systems;
- Actions of state bodies;
- Other circumstances beyond the reasonable control of the Parties.

11.2.2. The Party facing a force majeure circumstance is obligated to immediately notify the other party and take all reasonable measures to minimize the consequences.

12. PERSONAL DATA PROCESSING

12.1 Consent to Data Processing

12.1.1. By joining this Offer, the Customer confirms that he has received all necessary consents to the processing and transfer of personal data from persons whose personal data will be provided by the Customer when opening an account, as well as when using it.

12.1.2. When opening an account, the Customer and/or his representative (if any) gives the Company's consent to the processing of their personal data in accordance with the legislation of the Kyrgyz Republic by signing Consent to the processing of personal data.

12.1.2. Consent to the processing of personal data is considered received when the Customer sends a signed Consent to the processing of personal data to the Company. The form of Consent to the processing of personal data is established in accordance with the provisions of the Regulations.

12.1.3. Personal data will be used by the Company exclusively for the purposes specified in the Consent to the processing of personal data.

12.2 Confidentiality of Information

12.2.1. The Company is obligated to maintain the confidentiality of the Customer's information and not to disclose it to third parties, except as provided for in the Consent to the processing of personal data, the legislation of the Kyrgyz Republic, or requests from Competent Authorities.

13. FINAL PROVISIONS

13.1 Applicable Law

13.1.1. This Offer, all service agreements, and all relationships between the Company and the Customer are governed by the legislation of the Kyrgyz Republic.
