Terms of Use

This User Agreement (the “Agreement”, the “Terms”) is a legally binding electronic agreement between the user (the “User”, “you”, “your”) and F-Tech, registered in Kazakhstan (the “Company”, “we”, “us”, “our”), governing access to the website https://kashbi.io, the KashBi application, the Telegram bot, Telegram Mini App, web version, API, and other related services of the Company, collectively referred to as the “Platform”.

By using the Platform, creating an account, clicking a button to accept the Terms, linking a Telegram account, conducting transactions with Digital Assets, creating or accepting P2P Transactions, depositing funds, withdrawing funds, or otherwise using the Platform services, you confirm that you have carefully read, understood, and accept this Agreement.

If you do not agree to this Agreement, do not use the Platform and cease accessing your account.

This Agreement applies together with the Privacy Policy, AML/KYC Policy, P2P Transaction Rules, fee rules, interface notices, and other Company documents, where such documents are published or made available in the Platform interface.

1. Introduction and Acceptance of Terms

1.1. Subject Matter of the Agreement

This Agreement governs the procedure for accessing and using the Platform, including the following functions, where available to the user:

- creating and using an account;
- using a crypto-fiat wallet;
- storing, accounting for, depositing, transferring, and withdrawing supported Digital Assets;
- creating, publishing, accepting, and performing P2P Transactions;
- reserving or locking Digital Assets within a P2P Transaction or escrow mechanism;
- interacting with other users within a transaction;
- opening and resolving disputes;
- using the Telegram Mini App, Telegram bot, and web version;
- receiving notifications, service messages, and support;
- other functions available on the Platform.

1.2. Acceptance of the Agreement

You are deemed to have accepted this Agreement if you perform one or more of the following actions:

- create an account on the Platform;
- log into an account through the web version;
- use the Telegram Mini App or Telegram bot;

- link a Telegram account to an account created in the web version;
- click a button accepting this Agreement or a similar interface element;
- use the wallet, P2P Transactions, deposits, withdrawals, transfers, or other Platform functions;
- continue using the Platform after publication of an updated version of this Agreement.

1.3. Related Documents

The following documents, where published or made available to the user, form an integral part of this Agreement:

- Privacy Policy;
- AML/KYC Policy;
- P2P Transaction Rules;
- rules on fees and limits;
- risk warnings;
- other rules, notices, and instructions posted on the Platform.

In the event of a conflict between this Agreement and special rules for a particular function, the special rules for that function shall apply if they expressly regulate the relevant matter. In all other cases, this Agreement shall apply.

1.4. Amendment of the Agreement

The Company may amend this Agreement at any time where necessary due to changes in Platform functionality, legal requirements, partner rules, security requirements, market conditions, internal procedures, or other circumstances.

The current version of the Agreement is published on the website https://kashbi.io or in the Platform interface. The date of the latest update is indicated at the beginning of the document.

If the changes are material, the Company may notify the user through the Platform interface, by email, Telegram, push notification, or by another reasonable method.

Continued use of the Platform after the new version of the Agreement enters into force constitutes the user’s consent to the updated version, unless otherwise provided by applicable law.

2. Terms and Definitions

2.1. Platform

Platform means the website https://kashbi.io, the KashBi application, Telegram Mini App, Telegram bot, web version, API, server infrastructure, interfaces, databases, wallet, P2P module, notification system, support service, and other Company services.

2.2. User

User means an individual who accesses the Platform, creates an account, uses the wallet, participates in P2P Transactions, or otherwise uses Platform functions.

2.3. Account

Account means a user account on the Platform. An account may be created in the web version, through the Telegram Mini App, or by another method provided by the Platform. A Telegram account may be linked to an account created in the web version.

2.4. Digital Assets

Digital Assets means cryptocurrencies, tokens, stablecoins, and other digital units of account supported by the Platform.

2.5. Supported Digital Assets

Supported Digital Assets means only those Digital Assets, networks, and transaction formats that are expressly displayed as available on the Platform. The Company may change the list of supported assets and networks.

2.6. Wallet

Wallet means Platform functionality that enables accounting for, storing, reserving, transferring, depositing, and withdrawing Supported Digital Assets, where the relevant functions are available to the user.

2.7. Balance

Balance means a record displayed in the account showing the amount of Supported Digital Assets available to the user, reserved, held, awaiting confirmation, frozen, or otherwise assigned a status in accordance with Platform rules.

2.8. P2P Transaction

P2P Transaction means a transaction between Platform users under which one user buys or sells a Supported Digital Asset for fiat currency from or to another user, where such functionality is provided by the Platform.

2.9. Offer

Offer means an advertisement, proposal, or template of P2P Transaction terms published by a user on the Platform.

2.10. Order / Transaction

Order or Transaction means a specific P2P Transaction created on the basis of an Offer or another user action, with defined terms, parties, amount, asset, status, and time limits.

2.11. Escrow / Reservation

Escrow, reservation, or locking means a technical function of the Platform whereby Digital Assets may be temporarily locked, held, or reserved within a transaction, dispute, review, security requirement, or other ground provided for by this Agreement.

2.12. Fiat Payment

Fiat Payment means a transfer of funds in national currency between users or through a third-party payment provider, where such provider participates in a specific operation. In a regular P2P Transaction, the Fiat Payment is made directly between users, and the Company is not a bank, payment institution, or payment intermediary for such transfer.

2.13. Dispute

Dispute means a situation within a P2P Transaction where one or both parties claim a breach of transaction terms, non-receipt of payment, non-receipt of Digital Assets, an error, fraud, or another conflict requiring review by the Company or a Platform moderator.

2.14. AML/KYC/CTF

AML, KYC, and CTF mean procedures for countering money laundering, terrorist financing, sanctions evasion, fraud, and other prohibited activity, as well as procedures for user identification, verification, and risk assessment.

2.15. Prohibited Activity

Prohibited Activity means any actions, operations, transactions, goods, services, sources of funds, payment purposes, or behavioral patterns prohibited by this Agreement, the AML/KYC Policy, applicable law, partner requirements, or the Company’s internal risk management rules.

3. Access Rights and Restrictions

3.1. General User Requirements

By using the Platform, you represent and warrant that you:

- are at least 16 years old or have reached another age of full legal capacity established by the laws of your country of residence, if such age is higher than 16 or if another age is required to use the relevant functions;
- have the right to enter into and perform this Agreement;
- are an individual and use the Platform on your own behalf and in your own interests, unless otherwise expressly permitted by the Company;
- provide accurate, current, and complete information;
- are not a person prohibited from using the Platform;
- are not subject to sanctions and are not acting in the interests of a sanctioned person;
- do not use the Platform for Prohibited Activity;
- comply with laws applicable to you;
- understand the risks of Digital Assets, P2P Transactions, and Fiat Payments between users.

3.2. Prohibited Persons and Jurisdictions

The Company may restrict or prohibit access to the Platform for persons who:

- are included on sanctions lists;
- are residents or citizens of, or located in, jurisdictions where use of the Platform is prohibited or restricted;
- are associated with money laundering, terrorist financing, fraud, sanctions evasion, or other unlawful activity;
- were previously blocked on the Platform;
- use VPNs, proxies, false data, or other means to circumvent restrictions where this violates Platform rules or applicable law.

The list of prohibited jurisdictions is not set out in this Agreement and may be determined by the Company in the AML/KYC Policy, the Platform interface, or internal risk management rules. The Company may amend such list without prior notice where necessary to comply with law, sanctions requirements, or risk management requirements.

3.3. Denial of Access

The Company may refuse registration, restrict access, suspend functions, block an account, cancel an operation, or require additional verification if:

- the user does not meet the requirements of this Agreement;
- there are signs of a violation of law, sanctions, AML/KYC rules, or Platform rules;
- the user provides inaccurate or incomplete information;
- the user fails to pass required verification;
- the operation or the user’s behavior creates an unacceptable risk for the Company, users, partners, or the Platform.

The Company is not obliged to disclose to the user internal risk criteria, verification algorithms, sources of information, investigation details, or reasons for a restriction if such disclosure may violate law, AML/KYC/CTF requirements, Platform security, third-party rights, or the interests of an investigation.

4. Registration and Account Security

4.1. Account Creation

To use certain Platform functions, the user must create an account. An account may be created:

- through the web version;
- through the Telegram Mini App;
- through the Telegram bot;
- by another method provided by the Platform.

An account created in the web version may be linked to a Telegram account if such function is available. The user must ensure that the data used for login remains current and secure.

4.2. One Account

A user may create and use only one account unless the Company expressly permits otherwise. Creating multiple accounts to circumvent limits, blocks, fees, P2P Transaction rules, anti-fraud checks, referral rules, or other restrictions is prohibited.

4.3. Authorization

The following may be used to access an account:

- email and password in the web version;
- 2FA in the web version;
- Telegram authorization;
- PIN in the Telegram Mini App;

- other authorization methods available in the interface.

The user is responsible for safeguarding the password, PIN, 2FA codes, Telegram account, email, device, and other means of access.

4.4. Biometrics

If the Platform supports biometric authorization through Telegram, the device operating system, or another mechanism, the Company does not receive or store the user's biometric templates. The Company may store only a technical indication that the function is enabled or other technical data necessary for authorization to operate, where this corresponds to the implementation.

4.5. Account Security

The user undertakes to:

- not transfer access to the account to third parties;
- not disclose passwords, PINs, 2FA codes, seed phrases, private keys, recovery codes, or other secret data;
- use reliable means to protect the device and account;
- immediately notify the Company of any suspected unauthorized access;
- verify addresses, payment details, amounts, networks, and operation terms before confirmation.

The Company does not request seed phrases, private keys, full bank card details, CVV/CVC codes, passwords for banking applications, or payment confirmation codes.

4.6. Loss of Access

The user understands that loss of access to email, Telegram account, device, 2FA, PIN, or other authorization means may result in restriction or loss of access to the account.

The Company may assist in restoring access only where there is sufficient evidence of account ownership and subject to compliance with security, AML/KYC, and applicable legal requirements.

4.7. Telegram Account and Telegram ID

If an account is created or used through Telegram, the user understands that Telegram ID may be used as one of the technical identifiers. Deletion of the Telegram account, change of Telegram account, or loss of access to Telegram may affect access to the Platform.

If a Telegram account was linked to an account created in the web version, access recovery may be possible through the web account subject to security procedures. If there is no such link, the Company may request additional evidence of account ownership.

5. KYC, AML, Checks, and Risk Management

5.1. Risk-Based KYC

The Company applies a risk-based approach to KYC, AML, and CTF. This means that full identification may not be required for all users by default, but may be required where necessary taking into account:

- limits;
- type of operation;
- amount of operation;
- suspicious activity;
- user geography;
- AML analysis results;
- partner requirements;
- an open dispute;
- requests from competent authorities;
- applicable law;
- internal risk management rules.

5.2. Request for Information

The Company may request information, documents, or explanations from the user, including:

- proof of identity;
- proof of account ownership;
- confirmation of source of funds;
- explanation of the purpose of an operation;
- payment confirmation;
- documents related to a P2P Transaction;
- other information necessary for verification.

5.3. Consequences of Failure to Provide Information

If the user does not provide requested data, provides inaccurate data, or fails verification, the Company may:

- restrict account functions;
- suspend an operation;
- refuse an operation;
- block or freeze a balance;
- cancel a P2P Transaction;
- restrict withdrawals;
- close the account;
- transfer information to competent authorities where required or permitted by law.

5.4. AML Screening of Transactions

The Company may screen blockchain addresses, transactions, and user behavior for risks of money laundering, terrorist financing, sanctions, fraud, darknet activity, hacks, scam projects, mixers, illegal sources of funds, and other high-risk activity.

The Company may use its own tools and/or external AML/KYC/CTF service providers. Providers may be identified by category rather than by specific name, unless otherwise required by law or contract.

5.5. Non-Disclosure of Verification Details

The Company is not obliged to disclose to the user details of AML/KYC verification, internal risk scoring, sources of information, indicators of suspiciousness, or reasons for a specific decision if such disclosure may violate law, AML/KYC/CTF requirements, Platform security, third-party rights, or the interests of an investigation.

6. Platform Services

6.1. General Nature of Services

The Platform provides technical infrastructure for using a custodial crypto-fiat wallet, operations with Supported Digital Assets, and P2P interaction between users.

The Company is not an investment adviser, broker, dealer, bank, payment institution, asset manager, or tax adviser unless otherwise expressly stated in a separate document or required by applicable law.

The wallet on the Platform is custodial. This means that the technical infrastructure for storage, accounting, reservation, and withdrawal of Supported Digital Assets is managed by the Company or infrastructure providers engaged by it. The user has a claim to the corresponding balance of Supported Digital Assets displayed in the account, subject to this Agreement, fees, limits, reserves, checks, freezes, and other applicable restrictions.

6.2. Wallet and Balance

The Platform may provide the user with the ability to:

- receive deposit addresses;
- account for a balance of Digital Assets;
- transfer Digital Assets within the Platform;
- withdraw Digital Assets to an external address;
- reserve or lock Digital Assets within a transaction;
- view operation history.

The balance in the interface is an internal ledger record in the Platform accounting system. Such balance reflects the amount of Supported Digital Assets available to the user, awaiting confirmation, reserved, held, frozen, or otherwise assigned a status. Balance display may depend on blockchain confirmations, technical processing, security checks, AML/KYC checks, transaction status, fees, freezes, reserves, and other factors.

6.3. Deposits in Digital Assets

The user must deposit to the account only Supported Digital Assets and only through supported networks indicated in the Platform interface.

The user bears the risk of loss of funds if the user sends:

- an unsupported asset;
- an asset through an unsupported network;
- a transfer without a required memo/tag/comment;
- a transfer to an incorrect address;
- an amount below the minimum limit;

- a transaction that violates AML/KYC rules or applicable law.

The Company may attempt to recover assets sent by mistake, but is not obliged to do so and does not guarantee successful recovery.

6.4. Withdrawal of Digital Assets

The user is responsible for the correctness of the address, network, amount, memo/tag/comment, and other withdrawal parameters.

After a transaction is sent to the blockchain, it may be irreversible. The Company does not guarantee the possibility of cancelling, refunding, or changing such transaction.

A withdrawal may be restricted, delayed, cancelled, or require additional verification if:

- there are signs of risk or suspicious activity;
- KYC/AML verification is required;
- the account is involved in a dispute;
- assets are reserved or frozen;
- a limit applies;
- there are technical restrictions;
- compliance with law or a request from a competent authority is required.

6.5. Internal Transfers

If the Platform supports internal transfers between users, such transfers may be processed in the Platform accounting system without immediate recording in a public blockchain. Terms, fees, limits, and finality of internal transfers may be displayed in the interface.

6.6. Fiat Operations Outside P2P

The Platform may provide separate functions in which a fiat operation is carried out with the participation of a payment partner, bank, processor, exchange provider, or other service provider. Such functions are not regular P2P Transactions between users and may be governed by separate terms, limits, fees, KYC/AML requirements, and rules of the relevant partner.

If the user uses such function, the user may be required to accept the terms of the relevant partner, pass additional verification, and provide additional information. The Company is not liable for acts or omissions of a third-party partner unless otherwise expressly provided by applicable law or separate terms.

6.7. Fees

The Company may charge fees for operations, P2P Transactions, withdrawals, exchanges, reservations, arbitration, recovery of mistaken transfers, or other actions, if such fees are provided in the interface, Platform rules, or fee page.

Current fees, the procedure for their calculation, and applicable conditions are posted on the page: https://kashbi.io/information/fees. Fees may also be displayed in the Platform interface before confirmation of an operation.

The Company may change fees, the procedure for their calculation, and the conditions of their application. Unless otherwise provided by applicable law, the new fee applies to operations initiated after publication or display of the relevant fee.

Blockchain, bank, payment provider, counterparty, and other third-party fees may be charged separately and do not depend on the Company.

7. P2P Transactions

7.1. Role of the Company in P2P Transactions

In P2P Transactions, the Company provides technical infrastructure for publishing Offers, creating transactions, reserving Digital Assets, exchanging messages, recording statuses, processing evidence, and resolving disputes.

The Company is not a party to the Fiat Payment between users and is not the seller or buyer under a P2P Transaction, unless otherwise expressly indicated in the interface of a specific operation.

Within P2P Transactions, Digital Assets to be transferred under the transaction may be reserved or locked on the Platform until completion of the transaction, cancellation, refund, or dispute decision.

At launch, P2P Transactions on the Platform are intended for the scenario of exchanging a Digital Asset for fiat currency or fiat currency for a Digital Asset between individuals. Other P2P Transaction scenarios, including exchange of one Digital Asset for another Digital Asset, private transactions, transactions involving merchants, transactions involving goods, services, or data for Digital Assets, may be added only where the relevant function exists in the Platform interface and additional rules are available, if required.

7.2. Fiat Payments Between Users

In a regular P2P Transaction, the Fiat Payment is made directly between users outside the Platform using the payment method selected by them.

The Company does not control the user’s bank, payment application, card, account, payment system, or actions of a payment provider. The Company does not guarantee the execution, speed, cancellability, irrevocability, or legality of the Fiat Payment.

The user is responsible for the correctness of payment details, payment purpose, compliance with law, taxes, bank rules, payment system rules, and P2P Transaction terms.

7.3. Offers

An Offer within the launch P2P model must relate to the exchange of a Digital Asset for fiat currency or fiat currency for a Digital Asset. A user creating an Offer must specify accurate, clear, and performable transaction terms, including:

- asset;
- settlement currency;
- price or price calculation method;
- limits;
- payment method;
- payment time limits;
- special conditions, if applicable.

It is prohibited to publish Offers with false, misleading, unlawful, discriminatory, fraudulent, or non-performable terms.

7.4. Performance of a Transaction

The user must perform a transaction in good faith and in accordance with the terms accepted at the time the transaction was created or accepted.

The buyer must make payment within the established time limit and provide confirmation if required.

The seller must confirm receipt of payment and perform the actions required to complete the transaction if the transaction terms have been fulfilled.

The parties must not force each other to complete the transaction outside Platform rules, transfer payment to different payment details, change terms after acceptance of the transaction, or use threats, blackmail, pressure, or fraudulent schemes.

7.5. Reservation of Digital Assets

Within a P2P Transaction, Digital Assets may be reserved, locked, or held until a transaction completion condition occurs, cancellation, refund, or dispute decision.

Reservation does not mean that the Company becomes the buyer, seller, or owner of the Fiat Payment. Reservation is a technical measure to secure performance of the transaction with Digital Assets.

7.6. Payment Confirmation

The user must provide only accurate payment confirmations. Fake receipts, screenshots, payment slips, altered images, false statements of payment, or attempts to deceive constitute a material breach of this Agreement.

7.7. Cancellation of a Transaction

A transaction may be cancelled by the user or the Company in cases provided by the interface, transaction rules, expiry of time limits, non-performance of terms, suspicious activity, error, technical failure, dispute, AML/KYC verification, or other grounds.

The consequences of cancellation depend on the transaction status, payment fact, reservation of Digital Assets, open dispute, and other circumstances.

7.8. Disputes and Arbitration on the Platform

If a dispute arises between users regarding a P2P Transaction, the user may open a dispute through the Platform interface if such function is available.

The Company or a moderator may request:

- a receipt, payment slip, screenshot, or other payment confirmation;
- a statement or confirmation from a bank/payment service;
- correspondence between the parties;
- additional explanations;
- documents for KYC/AML verification;
- other evidence necessary to review the dispute.

The user must cooperate in the dispute review and provide accurate materials within the established time limit.

7.9. Dispute Decision

The Company may make a decision on a dispute based on available evidence, Platform data, transaction statuses, messages of the parties, payment confirmations, AML/KYC risks, and other circumstances. The Company's or moderator's decision on a dispute within the Platform is final, and no internal appeal against such decision is provided.

A decision may include:

- completion of the transaction;
- cancellation of the transaction;
- return of reserved Digital Assets;
- transfer of Digital Assets to the other party;
- extension of the review period;
- account restriction;
- request for additional information;
- other measures necessary to protect users and the Platform.

The Company does not guarantee that it will be able to establish all circumstances of a Fiat Payment, especially if the payment was made outside the Platform through a third-party bank, payment application, or other provider.

7.10. Liability of P2P Transaction Parties

Each user is independently responsible for:

- the legality of their transaction;
- correctness of payment details;
- payment of taxes;
- compliance with the rules of their bank or payment system;
- accuracy of evidence provided;
- actions of their counterparty;
- risks of cancellation, delay, blocking, or challenge of a Fiat Payment by third parties.

8. Prohibited Activity

The user is prohibited from using the Platform, account, wallet, P2P Transactions, or any Platform functions for:

- money laundering;
- terrorist financing;
- sanctions evasion;
- fraud, scams, phishing, social engineering;
- trading in stolen funds, accounts, cards, documents, or personal data;
- illegal trafficking of drugs, weapons, hazardous substances, or other prohibited goods;
- trading in counterfeit goods;

- infringement of intellectual property rights;
- darknet activity;
- illegal gambling, where prohibited by applicable law;
- illegal financial services;
- pyramid schemes, Ponzi schemes, and other fraudulent investment schemes;
- fake receipts, payment slips, or payment evidence;
- manipulation of the market, price, ratings, reviews, or statistics;
- multi-accounting to circumvent restrictions;
- automated data collection, scraping, or attacks on the Platform;
- interference with Platform operation;
- threats, blackmail, pressure, insults, or harassment of other users;
- any other activity that the Company considers unlawful, high-risk, or harmful to the Platform, users, partners, or the Company’s reputation.

The Company may at any time expand or clarify the list of Prohibited Activity in the AML/KYC Policy, P2P Transaction Rules, or Platform interface.

9. Restrictions, Blocks, and Freezing of Assets

The Company may temporarily or permanently restrict an account, operations, withdrawals, P2P functions, Offers, balance, or individual assets if:

- the user has breached this Agreement;
- there are signs of fraud or Prohibited Activity;
- an operation has high AML/KYC risk;
- the user has not provided requested data;
- the account is involved in a dispute;
- unauthorized access is suspected;
- verification of source of funds is required;
- a request from a competent authority has been received;
- compliance with law, sanctions, partner requirements, or internal risk management rules is required;
- a technical failure or error has occurred;
- the restriction is necessary to protect users, the Company, or the Platform.

A restriction may include:

- suspension of an operation;
- refusal of an operation;
- freezing or reservation of assets;
- cancellation of Offers;
- cancellation or suspension of transactions;
- restriction of withdrawals;
- restriction of access to P2P;

- account closure;
- transfer of information to competent authorities where required or permitted by law.

The Company is not obliged to compensate the user for losses caused by a lawful or justified restriction applied in accordance with this Agreement.

10. Risks of Digital Assets and P2P Transactions

The user understands and accepts the following risks:

10.1. Volatility

The price of Digital Assets may change rapidly and significantly. The user may incur losses due to changes in the price of a Digital Asset, fiat currency exchange rate, or market conditions.

10.2. Irreversibility of Blockchain Operations

Blockchain transactions may be irreversible. An error in address, network, amount, or memo/tag/comment may result in permanent loss of funds.

10.3. Technical Risks

The operation of the Platform, blockchain networks, providers, banks, Telegram, internet service providers, and other third parties may be interrupted, delayed, or contain errors.

10.4. Regulatory Risks

Legislation on Digital Assets, P2P Transactions, Fiat Payments, AML/KYC, sanctions, and taxes may change. Such changes may affect availability of the Platform, assets, operations, limits, and functions.

10.5. P2P Counterparty Risks

P2P Transactions are entered into between users. A counterparty may fail to perform obligations, delay payment, provide false evidence, attempt to cancel a payment, violate bank rules, or commit fraudulent actions.

10.6. Fiat Payment Risks

Fiat Payments between users are made outside the Platform. A bank, payment system, or provider may delay, cancel, block, or dispute a payment. The Company does not control such actions of third parties.

10.7. Security Risks

The user may become a victim of phishing, social engineering, malware, compromise of a device, Telegram account, email, password, PIN, or 2FA.

10.8. Tax Risks

The user is independently responsible for determining, declaring, and paying taxes, fees, and other mandatory payments related to use of the Platform, Digital Assets, and P2P Transactions.

11. Intellectual Property

All rights to the Platform, design, interfaces, logos, software code, databases, texts, graphics, trademarks, trade names, documentation, and other intellectual property objects belong to the Company or its licensors.

The user is granted a limited, non-exclusive, non-transferable, revocable license to use the Platform solely for personal use in accordance with this Agreement.

The user may not:

- copy, reproduce, distribute, or sell Platform elements;
- modify, decompile, disassemble, or reverse engineer;
- create derivative products;
- use the Platform to develop a competing service;
- remove notices of copyright and Company rights;
- use Company trademarks without written permission.

12. Third-Party Services and Links

The Platform may contain links or integrations with third-party services, including Telegram, blockchain networks, block explorers, banks, payment applications, AML/KYC providers, infrastructure, analytics, notification, or support providers.

The Company does not control such third-party services and is not liable for their operation, security, fees, rules, blocks, errors, delays, data processing, or actions.

The user must independently review the terms and policies of third-party services before using them.

13. Disclaimer of Warranties

The Platform is provided “as is” and “as available”. The Company does not warrant that:

- the Platform will operate without errors, delays, failures, or interruptions;
- all functions will be available at all times and in all jurisdictions;
- transactions will be processed within a specific period;
- blockchain networks, Telegram, banks, payment providers, or other third parties will operate correctly;
- information on price, rate, fee, limit, or operation status will always be absolutely accurate and current;
- the Platform will meet the user’s expectations or be suitable for a particular purpose.

The Company does not provide investment, financial, tax, legal, or other professional advice. Any information on the Platform is provided for informational purposes only.

14. Limitation of Liability

To the maximum extent permitted by applicable law, the Company shall not be liable for:

- indirect losses;
- lost profits;
- loss of data;
- loss of business reputation;
- changes in the price of Digital Assets;
- user errors when entering an address, network, amount, or payment details;
- acts or omissions of P2P counterparties;
- acts of banks, payment systems, Telegram, blockchain networks, AML/KYC providers, and other third parties;
- blocks, delays, or cancellations of Fiat Payments;
- irreversibility of blockchain transactions;
- loss of access to email, Telegram, device, PIN, password, or 2FA;
- restrictions applied within AML/KYC, sanctions, security, or disputes;
- failures, errors, attacks, force majeure, or events outside the Company’s reasonable control.

If applicable law does not allow full exclusion of liability, the Company’s liability shall be limited to the minimum amount permitted by applicable law.

In any event, if limitation of liability is permitted by applicable law, the Company’s maximum aggregate liability to the user for all claims related to the Platform, account, operations, P2P Transactions, or this Agreement shall be limited to the lesser of the following amounts:

- the amount of fees actually paid by the user to the Company during the 12 months preceding the event giving rise to the claim;
- the equivalent of 50 USDT.

The existence of multiple claims does not increase the specified liability limit.

15. Indemnification

The user undertakes to indemnify the Company, its officers, employees, contractors, partners, and affiliates against any losses, expenses, claims, fines, demands, court costs, and legal fees arising in connection with:

- the user’s breach of this Agreement;
- violation of law;
- Prohibited Activity;
- fraud;
- inaccurate information;
- infringement of third-party rights;
- a dispute with another user;

- the user’s actions in a P2P Transaction;
- use of the account by third parties due to the user’s fault;
- claims by banks, payment systems, government authorities, or third parties related to the user’s actions.

16. Suspension and Termination of Use

The user may stop using the Platform and request account deletion if such option is available and there are no unfinished transactions, disputes, checks, debts, freezes, or legal restrictions.

If there are no grounds to refuse or postpone deletion, the Company processes the account deletion request within 30 calendar days from the date of receipt of the request or confirmation of the user’s identity, where such confirmation is necessary for account security.

Before account deletion, the user must withdraw available assets, complete transactions, pay fees, and settle open obligations.

The Company may refuse account deletion or postpone deletion beyond the specified period if:

- there is an open transaction or dispute;
- AML/KYC verification is ongoing;
- there is a debt or unpaid fee;
- assets are frozen or reserved;
- a request from a competent authority has been received;
- data retention is required by law;
- deletion may violate the rights of the Company, the user, or third parties.

After termination of use, certain provisions of this Agreement continue to apply, including provisions on risks, liability, intellectual property, privacy, disputes, limitation of liability, indemnification, and data retention.

The Company does not charge a separate inactivity fee for an account unless otherwise expressly provided in a future version of this Agreement or separate Platform rules.

17. Notices and Communications

The Company may send notices to the user:

- through the Platform interface;
- through Telegram;
- by email;
- through push notifications;
- by SMS, if such function is available;
- by another electronic method.

The user agrees that electronic notices have legal effect where permitted by applicable law.

The user must keep contact details up to date and independently check notices related to the account, transactions, security, changes to terms, disputes, and operations.

18. Privacy and Personal Data

Personal data is processed in accordance with the Privacy Policy.

By using the Platform, the user agrees to the processing of personal data to the extent necessary to provide services, ensure security, conduct P2P Transactions, perform AML/KYC checks, resolve disputes, comply with law, and protect the Company's rights.

The user must not transmit through the Platform excessive personal data, third-party data, secret payment data, seed phrases, private keys, or other information not required for performing a transaction or making a request.

19. Governing Law and Dispute Resolution

This Agreement is governed by the laws of Kazakhstan, unless otherwise required by applicable law.

Before applying to an external dispute resolution body, the parties undertake to make reasonable efforts to resolve the dispute pre-trial through the Company's support service.

The user must first submit a request to support describing the issue, evidence, transaction or operation ID, if applicable. The Company reviews the request within a reasonable time, taking into account the complexity of the matter, the need for verification, and the need to obtain information from third parties.

If the dispute is not resolved pre-trial, it shall be considered in the Astana International Financial Centre (AIFC) in accordance with the applicable rules and jurisdiction of the AIFC Court and/or the International Arbitration Centre at the AIFC, if such procedure is permissible and applicable to the specific dispute.

If the dispute cannot be considered by the AIFC Court or the International Arbitration Centre at the AIFC due to lack of jurisdiction, mandatory requirements of applicable law, or another legal reason, the dispute shall be considered by competent courts or other authorities in the manner provided by the applicable law of Kazakhstan.

20. Force Majeure

The Company is not liable for delay, impossibility of performance, or failure in Platform operation caused by circumstances outside the Company's reasonable control, including:

- natural disasters;
- wars, hostilities, sanctions, mass unrest;
- actions of government authorities;
- power outages;
- failures of the internet, Telegram, banks, payment systems, blockchain networks, infrastructure providers;
- cyberattacks;
- errors or failures of third parties;

- changes in legislation;
- other force majeure circumstances.

21. Language Versions

This document may be published in different languages. If applicable law requires priority of a particular language version, such version shall apply. In all other cases, in the event of discrepancies between language versions, the English version shall prevail.

22. Miscellaneous

22.1. Entire Agreement

This Agreement, together with the related documents, constitutes the entire agreement between the user and the Company regarding use of the Platform.

22.2. Invalidity of Individual Provisions

If any provision of this Agreement is held invalid, unlawful, or unenforceable, this does not affect the validity of the remaining provisions.

22.3. Assignment of Rights

The user may not transfer rights and obligations under this Agreement without the Company’s written consent.

The Company may transfer rights and obligations under this Agreement to an affiliate, successor, purchaser of the business, or another person in connection with reorganization, sale of business, transfer of assets, or another corporate transaction.

22.4. No Waiver

If the Company does not exercise any right under this Agreement, this does not constitute a waiver of such right.

23. Contacts

For questions regarding this Agreement, the user may contact:

- Company: F-Tech
- Country of registration: Kazakhstan
- Website: https://kashbi.io
- Application: KashBi
- Email: legal@kashbi.io
- Telegram: kashbi_support
- Legal address: 44/1 Al-Farabi Avenue, Apartment 207