

TERMS AND CONDITIONS

Effective Date: January 19, 2026

Last Updated: May 1, 2026

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of www.makapay.io and any related software, applications, features, or services (collectively, the "Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, you should not use the Platform.

2. IMPORTANT BLOCKCHAIN RISK DISCLOSURE

BLOCKCHAIN TECHNOLOGY AND DIGITAL ASSET TRANSACTIONS INVOLVE SIGNIFICANT RISK. TRANSACTIONS ON A BLOCKCHAIN ARE IRREVERSIBLE AND MAY NOT BE REFUNDABLE OR RECOVERABLE. USERS ARE SOLELY RESPONSIBLE FOR MAINTAINING ACCESS TO THEIR WALLETS, INCLUDING PRIVATE KEYS AND SEED PHRASES. LOSS OF WALLET CREDENTIALS MAY RESULT IN PERMANENT LOSS OF ACCESS TO DIGITAL ASSETS. NETWORK CONGESTION, SOFTWARE ERRORS, PROTOCOL CHANGES, OR THIRD-PARTY SERVICE FAILURES MAY RESULT IN DELAYS, ERRORS, OR LOSS. BY USING MAKAPAY, YOU ACKNOWLEDGE AND ACCEPT ALL RISKS ASSOCIATED WITH BLOCKCHAIN TECHNOLOGY AND DIGITAL ASSET USE.

3. Platform Overview

MakaPay is a software application that enables users to interact with the Maka Blockchain, a decentralized blockchain network. The Platform provides access tools that allow users to connect their own wallets or third-party services in order to interact with blockchain functionality. For legal and administrative purposes only, the Platform is supported and maintained by Maka Foundation, an entity organized under the laws of the Cayman Islands.

4. Non-Custodial Nature of the Platform

MakaPay is a non-custodial platform. There is no custody of funds at all at MakaPay, at any time, under any circumstances. The Platform does not hold, receive, store, transmit, control, or custody fiat currency or digital assets on behalf of users. MakaPay does not have access to private keys, seed phrases, passwords, or wallet credentials. All transactions are initiated, authorized, signed, and executed directly by users through their own wallets or through third-party services they elect to use. Users retain full and exclusive control over their assets at all times.

5. User Responsibilities

You are solely responsible for safeguarding your wallet credentials, including private keys and seed phrases, and for verifying transaction details prior to execution. You are also responsible for complying with all applicable laws and regulations, including tax and reporting obligations in your jurisdiction. The Platform cannot recover lost credentials, reverse transactions, or intervene in blockchain activity.

6. Third-Party Services

The Platform may integrate with or provide access to third-party services, including wallets, blockchain networks, or payment tools. These services are operated independently and are subject to their own terms and policies. The Platform does not control, endorse, or guarantee the availability, security, or performance of any third-party service.

7. No Advice

Nothing on the Platform constitutes financial, investment, legal, or tax advice. You should consult your own professional advisors before making decisions involving blockchain technology or digital assets.

8. Prohibited Use

You may not use the Platform for unlawful, fraudulent, or deceptive activity, including attempts to evade sanctions, regulatory requirements, or applicable laws. You may not interfere with the security, integrity, or proper functioning of the Platform.

9. Intellectual Property

All intellectual property related to the Platform, including software, content, and branding, is owned by or licensed to the entity supporting the Platform. No rights are granted except as expressly stated in these Terms.

10. Limitation of Liability

To the maximum extent permitted by law, neither the Platform nor its supporting parties shall be liable for losses arising from user error, wallet compromise, irreversible transactions, blockchain network failures, protocol changes, or third-party service outages. Use of the Platform is at your own risk.

11. Indemnification

You agree to indemnify and hold harmless the Platform and its supporting parties from any claims, damages, or liabilities arising from your use of the Platform or violation of these Terms.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of the Cayman Islands, without regard to conflict-of-law principles.

13. Changes to Terms

These Terms may be updated from time to time. Continued use of the Platform constitutes acceptance of the updated Terms.

14. EU Digital Services Act (DSA) – Trader Status Disclosure

This section is added to address the European Union’s Digital Services Act (“DSA”) and related guidance issued by the European Commission concerning the classification of online actors as “traders.”

Under the DSA, a “trader” is defined as any natural or legal person, whether privately or publicly owned, who is acting (including through any person acting in his or her name or on his or her behalf) for purposes relating to his or her trade, business, craft, or profession, typically in the context of offering goods or services to consumers through an online platform.

MakaPay is not a trader, marketplace, exchange, or commercial seller of goods or services to consumers within the meaning of the DSA, and the EU's trader-classification rules do not apply to MakaPay for the following reasons:

- MakaPay is a non-custodial software interface that allows users to interact with the Maka Blockchain. It is not a centralized exchange, brokerage, custodian, or trading platform, and it is not comparable to centralized service providers such as Coinbase, Binance, Kraken, or similar entities.
- MakaPay does not engage in the buying, selling, brokering, matching, or trading of digital assets, securities, commodities, derivatives, or any other financial instruments.
- MakaPay does not facilitate consumer-to-business or business-to-consumer commercial transactions, does not list goods or services for sale, does not host third-party sellers, and does not earn revenue from in-app purchases, commissions, spreads, trading fees, or transaction-based monetization of consumer commerce.
- MakaPay does not advertise, promote, or market goods or services to consumers through the Platform, and does not operate as an online marketplace, ad-supported service, or paid commercial app within the meaning of the DSA or the European Commission's related guidance.
- As described in Section 4 above, there is no custody of funds at all at MakaPay, at any time, under any circumstances. The Platform does not hold, control, or transmit user assets, and all blockchain transactions are initiated, authorized, signed, and executed directly by users through their own wallets or through third-party services they independently choose to use.
- Maka Foundation, the entity that supports and maintains the Platform for legal and administrative purposes only, does not act in a trader capacity with respect to users of MakaPay, and does not transact with users as a commercial counterparty.

Accordingly, the Platform takes the position that the DSA's trader-identification, trader-traceability, and related consumer-protection obligations applicable to traders on online platforms do not apply to MakaPay. This disclosure is informational and general in nature and does not constitute legal advice. Users with questions about their own status under the DSA or any other regulatory framework should consult their own legal advisors.

Nothing in this Section 14 modifies or limits any other provision of these Terms, including the non-custodial nature of the Platform described in Section 4, the risk disclosures in Section 2, or the limitations of liability in Section 10.

Contact Information for technical support: support@makapay.io