# RISK DISCLOSURE

Last updated on [_____] 2026 (Switzerland, version 1.0)

This Risk Disclosure (the "Disclosure") is provided by Trustyfi Sàrl, a limited liability company (société à responsabilité limitée) incorporated under Swiss law, UID CHE-347.614.429, with its registered office at Rue de Carouge 28, 1205 Geneva, Switzerland, a financial intermediary within the meaning of Art. 2(3) of the Swiss Federal Act on Combating Money Laundering and Terrorist Financing (AMLA, SR 955.0), affiliated with the self-regulatory organisation SO-FIT (Organisme de Surveillance pour Intermédiaires Financiers & Trustees, Geneva) under membership no. [_____] (the "Trustyfi", "we", "us", or "our"), operating the platform available at trustyfi.ch (the "Platform").

⚠ **IMPORTANT: By using our Services, you acknowledge that you have read, understood, and accepted all risks described in this Disclosure.**

## 1. CRITICAL WARNINGS

Virtual assets carry substantial risks and are not suitable for everyone. You may lose some or all of your investment. Before using our Services:

- Carefully consider if virtual asset transactions suit your financial condition and risk tolerance
- Only invest funds you can afford to lose entirely
- Conduct your own research and do not rely solely on information from Trustyfi
- Understand that Trustyfi does not provide investment, financial, legal, or tax advice

**You agree not to hold Trustyfi responsible for losses resulting from these risks.**

## 2. MARKET RISKS

### Extreme Price Volatility

Virtual assets experience extreme price volatility and may rapidly lose value or fall to zero. Factors include market sentiment, regulatory changes, technological developments, macroeconomic conditions, trading activity, manipulation, and media coverage.

### Not Legal Tender

Virtual assets are not legal tender, lack government backing, and have no protections like traditional currencies.

### Liquidity Risk

You may be unable to sell virtual assets when desired or only at unfavorable prices due to insufficient market liquidity, wide bid-ask spreads, or market disruptions.

**Total Loss Risk**
If market participants lose confidence in a virtual asset due to technological failures, regulatory prohibitions, or competition, it may result in permanent total loss of value.

## 3. REGULATORY RISKS

The regulatory status of virtual assets varies significantly and is subject to change. Regulatory changes may affect asset value, liquidity, usability, and Trustyfi's ability to provide Services.

Trustyfi may be required by law to suspend accounts, freeze funds, refuse transactions, or report activities to authorities, potentially causing losses.

**No Deposit Protection and Limited Supervision.** Trustyfi Sàrl is not a bank and is not prudentially supervised by the Swiss Financial Market Supervisory Authority FINMA; its affiliation with SO-FIT concerns the supervision of its compliance with anti-money laundering obligations only. Fiat and Crypto-assets transferred to Trustyfi Sàrl are not deposits and are not covered by the Swiss depositor protection scheme (esisuisse). Neither FINMA nor SO-FIT guarantees Trustyfi's solvency or the performance of the Services. Swiss legislation on crypto-asset service providers is under revision; future changes may require Trustyfi to adapt or discontinue Services.

## 4. STABLECOIN AND ASSET-SPECIFIC RISKS

**Unregulated Assets**
Crypto-assets offered on our Platform are not subject to an approval or prospectus regime in Switzerland, and their issuers are generally not supervised. Some crypto-assets may not comply with the requirements of other jurisdictions, such as the EU Markets in Crypto-Assets Regulation (MiCA), which may limit their availability, liquidity or transferability.

**Stablecoin Risks**
⚠ WARNING: Stablecoins are not legal tender and are not guaranteed by any state or by Trustyfi. Their value depends on the issuer's reserves, governance, and ability to redeem. Stablecoins may lose their peg, issuers may suspend redemptions, become insolvent, or discontinue a stablecoin, and holders may have limited or no claim against the issuer. FINMA has highlighted the increased risks associated with stablecoins, including money laundering and sanctions risks (FINMA Guidance 06/2024 on stablecoins).

**No Endorsement**
Availability of assets on our Platform does not constitute endorsement or investment recommendation. We do not guarantee any asset will meet its objectives.

## 5. SECURITY & TECHNOLOGY RISKS

### Fraud & Theft
Virtual assets may be permanently lost through phishing attacks, spoofing, hacking, malware, or social engineering. Such losses are typically irreversible.

### Technical Risks
Software bugs, network attacks, smart contract vulnerabilities, blockchain forks, or system failures may cause loss of assets or prevent access.

### Platform Availability
Our Platform relies on complex infrastructure and third-party services. We cannot guarantee uninterrupted, error-free operation. Outages may prevent account access or transaction execution.

### Blockchain Network Risks
Trustyfi has no control over blockchain networks. Risks include transaction delays, high fees, failed transactions, protocol changes, and potential 51% attacks.

### Network Congestion & Order Delays
Trustyfi uses good faith efforts to fulfill orders, but cannot control blockchain transaction times. Network congestion may cause significant delays, with execution at prices different from expected. Transaction fees may increase substantially during high-demand periods.

## 6. USER RESPONSIBILITY RISKS

### Irreversible Transactions
Virtual asset transactions are generally irreversible and cannot be canceled or refunded, even if sent in error, to wrong addresses, or as a result of fraud.

### User Errors
You are responsible for transaction accuracy. Sending assets to incorrect wallet addresses, selecting wrong assets, or using wrong networks typically results in permanent, irreversible loss. If you transfer to a wallet you control but enter details incorrectly, you will be fully liable for permanent loss.

### Wallet Security
You are solely responsible for securing private keys and seed phrases. Loss or theft results in permanent, irreversible loss of assets. Trustyfi cannot recover lost private keys or seed phrases.

### Technical Knowledge Required
Safely using virtual assets requires understanding blockchain technology, secure key management, address verification, different networks, and scam identification. Insufficient knowledge may result in errors or losses.

## 7. THIRD-PARTY RISKS

Trustyfi relies on third-party payment processors, exchanges, custodians, banking partners, and technology providers to deliver Services.

⚠ **CRITICAL: Transactions through third parties are not protected as bank deposits. Third-party insolvency may result in total or partial loss of your funds or virtual assets. Third-party failures, fraud, or service interruptions may prevent transaction processing or asset access.**

## 8. FRAUD & SCAM RISKS

Criminals may impersonate Trustyfi through unofficial channels, offering fake services, requesting credentials, or claiming urgent account issues.

**Trustyfi will NEVER:**

- Contact you via unofficial channels to offer services
- Request passwords, private keys, seed phrases, or 2FA codes
- Offer "backdoor" account access
- Guarantee returns or "risk-free" investments
- Pressure urgent decisions or transfers

Be aware of Ponzi schemes, fake ICOs, pump-and-dump schemes, and fraudulent trading bots.

If you suspect fraud: **(1) Report to Trustyfi via official channels, (2) Report to local law enforcement, (3) Report to financial regulators, (4) Preserve all evidence.**

## 9. UNAUTHORIZED SERVICES

Only the managers and authorised signatories of Trustyfi Sàrl, as registered in the Geneva Commercial Register, can enter binding agreements on behalf of Trustyfi. Any agreements by unauthorized individuals are invalid and not binding.

Before entering into any agreement, contact Trustyfi through official channels to verify authority. Be skeptical of unsolicited offers.

## 10. ADDITIONAL CONSIDERATIONS

**Force Majeure**
Natural disasters, war, government actions, telecommunications failures, or cyberattacks may disrupt Services, prevent transactions, or cause loss of access to funds.

**No Service Guarantees**
Trustyfi does not guarantee uninterrupted operation, availability of specific assets, execution at specific prices/times, or protection against all threats.

**Tax Implications**
Virtual asset transactions may have tax implications. You are solely responsible for understanding tax obligations, compliance, record-keeping, and payment. Trustyfi does not provide tax advice. Consult a qualified tax professional.

## 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- Trustyfi shall not be liable for losses, damages, or expenses arising from risks in this Disclosure, except in cases of unlawful intent or gross negligence on its part (Art. 100 of the Swiss Code of Obligations)
- You acknowledge and accept all risks of using our Services
- You agree to indemnify Trustyfi, its officers, directors, and employees from claims arising from your culpable breach of the Terms of Service or of applicable law

## 12. YOUR ACKNOWLEDGMENTS

By using our Services, you acknowledge and agree that:

1. You have read and understood this entire Risk Disclosure
2. Virtual asset transactions involve substantial risks, including total loss of investment
3. You have considered suitability based on your financial condition and risk tolerance
4. You are committing only funds you can afford to lose entirely
5. You have made your own independent risk assessment
6. You are solely responsible for evaluating the merits and risks before trading
7. You will conduct your own research and due diligence
8. You understand technical requirements and security considerations
9. You will comply with all applicable laws and regulations
10. You will not hold Trustyfi responsible for losses from disclosed risks
11. This Disclosure does not identify every possible risk
12. The regulatory environment is evolving and uncertain
13. Transactions are generally irreversible
14. You are solely responsible for the security of your wallets and private keys

**⚠ USE OUR SERVICES ONLY IF YOU FULLY UNDERSTAND THESE RISKS AND CAN AFFORD TO LOSE YOUR ENTIRE INVESTMENT.**