

Terms of use

Website & Digital Properties

Escrowfy GmbH

Bahnhofstrasse 7, 6300 Zug, Switzerland

VQF SRO Membership Nr. 101009

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1. About These Terms

1.1. These Terms of Use (“Terms”) govern your access to and use of the website at oxen.finance and any associated digital properties, including microsites, landing pages, and informational portals (collectively, the “Website”), operated by Escrowfy GmbH (“we”, “us”, “our”, or the “Company”).

1.2. By accessing or browsing the Website, you (“you”, “your”, or the “User”) confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must immediately cease using the Website.

1.3. These Terms apply to all visitors and users of the Website, whether or not they are registered clients of Oxen Finance. If you become a registered client, your use of our services will additionally be governed by our General Terms and Conditions (Client Agreement), which constitutes a separate binding contract.

1.4. These Terms should be read in conjunction with our Privacy Policy (OXN-POL-PRIV-001) and Cookie Policy, which are incorporated herein by reference.

2. Legal Entity and Trademark Notice

2.1. Oxen Finance (“Oxen”) is a registered trademark of Escrowfy GmbH, a company incorporated under Swiss law, registered under number CHE-281.608.494, with its registered office at Bahnhofstrasse 7, 6300 Zug, Switzerland.

2.2. Escrowfy GmbH is a member of the VQF Self-Regulatory Organisation (SRO) under membership number 101009, operating as a financial intermediary within the meaning of the Swiss Anti-Money Laundering Act (AMLA/GwG).

2.3. Oxen Finance is not a separate legal entity. All services, contracts, and legal obligations arising from the use of the Website and any associated services are undertaken exclusively by Escrowfy GmbH. Any reference on the Website to “Oxen”, “Oxen Finance”, or “the Platform” shall be construed as a reference to Escrowfy GmbH.

2.4. Regulatory status: Escrowfy GmbH is not a bank, an electronic money institution, a deposit-taking institution, or a regulated investment firm. We do not provide loans, credit facilities, mortgages, securities trading, investment advice, portfolio management, or wealth management services. Any representation to the contrary by a third party is unauthorised and should be treated as fraudulent.

3. Eligibility

3.1. The Website is intended for individuals who are at least 18 years of age (or the age of legal majority in their jurisdiction, whichever is higher). By accessing the Website, you represent and warrant that you meet this eligibility requirement.

3.2. You are solely responsible for ensuring that your access to and use of the Website complies with all applicable laws, regulations, and rules in your country of residence, domicile, or citizenship. We make no representation that the Website or any information, content, or materials available thereon are appropriate, available, or legally accessible in any particular jurisdiction.

3.3. We reserve the right to restrict, limit, or deny access to the Website or any part thereof to any person, in any jurisdiction, at any time, for any reason, including to comply with applicable law, regulation, sanctions requirements, or our internal policies.

4. Website Content and Disclaimer

4.1. The content provided on the Website, including text, graphics, data, articles, images, and any other materials, is published for general informational purposes only and does not constitute: Financial, investment, legal, tax, or accounting advice; A recommendation, endorsement, or solicitation of any product, service, investment, or transaction; An offer or invitation to enter into any contract or agreement; or A guarantee or representation as to the accuracy, completeness, timeliness, or reliability of any information.

4.2. We endeavour to ensure the accuracy of information published on the Website. However, the Website and all content thereon are provided on an “as is” and “as available” basis, without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

4.3. You acknowledge that any reliance you place on information or materials published on the Website is entirely at your own risk. We shall not be liable for any loss or damage arising from such reliance.

4.4. Exchange rates, pricing information, and market data displayed on the Website are indicative only and may

not reflect the rates or prices applicable to actual transactions. Live rates and confirmed pricing are available only within the authenticated client environment and are subject to the General Terms and Conditions.

5. Intellectual Property

5.1. All intellectual property rights in the Website and its content, including but not limited to trademarks, service marks, trade names, logos, designs, text, graphics, software, source code, and the overall look and feel of the Website, are owned by or licensed to Escrowfy GmbH and are protected by applicable intellectual property laws, including Swiss, European Union, and international intellectual property treaties.

5.2. The “Oxen” and “Oxen Finance” names, logos, and associated branding are registered trademarks of Escrowfy GmbH. You may not use, reproduce, display, or reference these marks without our prior written consent.

5.3. You are granted a limited, non-exclusive, non-transferable, revocable licence to access and view the Website for personal, non-commercial purposes only. This licence does not permit you to:

Copy, reproduce, distribute, republish, download, display, post, or transmit any content in any form or by any means;

Modify, create derivative works from, decompile, reverse-engineer, or disassemble any software or technology underlying the Website;

Use any data mining, scraping, crawling, or similar automated data collection or extraction methods;

Frame, mirror, or incorporate any part of the Website into another website or application without our prior written consent.

5.4. Any unauthorised use of the Website or its content may give rise to a claim for damages and/or constitute a criminal offence.

6. Prohibited Conduct

6.1. In using the Website, you agree not to:

Use the Website for any unlawful, fraudulent, or harmful purpose, or in connection with any unlawful, fraudulent, or harmful activity; Attempt to gain unauthorised access to the Website, its servers, databases, or any associated systems or networks;

Introduce viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful; Interfere with, disrupt, or impose an unreasonable or disproportionately large load on the Website's infrastructure;

Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;

Use the Website to collect, harvest, or assemble information or data about other users without their consent;

Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website.

6.2. We reserve the right to investigate and take appropriate legal action against any person who, in our sole discretion, violates this provision, including reporting such violations to the relevant law enforcement authorities.

7. Third-Party Links and Content

7.1. The Website may contain links to websites, applications, or services operated by third parties ("Third-Party Sites"). These links are provided solely for your convenience and informational purposes.

7.2. We do not control, endorse, sponsor, or assume any responsibility for the content, privacy policies, practices, or availability of any Third-Party Sites. Your interactions with Third-Party Sites are governed solely by the terms and policies of those third parties.

7.3. We shall not be liable for any loss or damage arising from your use of, or reliance on, any content, goods, services, or other materials available on or through Third-Party Sites.

8. Social Media

8.1. Escrowfy GmbH may operate official social media accounts on third-party platforms for the purposes of communication, marketing, and customer engagement. These accounts are clearly identified as official Oxen Finance channels.

8.2. We are not responsible for any content, opinions, or statements posted by third parties on social media platforms, including comments, replies, or messages on our official accounts.

8.3. You must not share any account credentials, personal identification information, financial data, or confidential information via social media channels. We will never request such information via social media.

9. Communications and Security

9.1. General enquiries regarding the Website may be directed to: support@oxen.finance.

9.2. You should not transmit sensitive personal data, financial information, passwords, security codes, or confidential documents via unsecured email. We will never request your password, private keys, seed phrases, or security credentials via email, SMS, social media, or any other unsolicited communication.

9.3. If you receive any communication purporting to be from Oxen Finance that requests sensitive information or directs you to an unfamiliar website, do not respond and report it immediately to security@oxen.finance.

10. Limitation of Liability

10.1. To the maximum extent permitted by applicable law, Escrowfy GmbH, its directors, officers, employees, agents, affiliates, and licensors (collectively, the "Company Parties") shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or in connection with:

Your access to or use of, or inability to access or use, the Website;

Any errors, omissions, inaccuracies, or incompleteness in any content published on the Website;

Any unauthorised access to or use of our servers, or any personal or financial information stored therein;

Any interruption or cessation of transmission to or from the Website;

Any viruses, trojan horses, or similar harmful components transmitted through the Website by any third party;

Your use of or reliance on any Third-Party Sites linked from the Website.

10.2. Nothing in these Terms shall exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be lawfully excluded or limited under the applicable law of your jurisdiction.

10.3. If you are a consumer located in the European Union, the United Kingdom, Switzerland, or the United Arab Emirates, nothing in these Terms shall affect your mandatory consumer protection rights under the applicable law of your jurisdiction.

11. Indemnification

11.1. You agree to indemnify, defend, and hold harmless the Company Parties from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

Your access to or use of the Website in breach of these Terms;

Your violation of any applicable law, regulation, or third-party right;

Any content or information you submit, post, or transmit through the Website.

11.2. This indemnification obligation shall survive the termination of these Terms and your cessation of use of the Website.

12. Modifications to These Terms

12.1. We reserve the right to amend, modify, or replace these Terms at any time at our sole discretion. Any changes will be effective upon publication of the revised Terms on the Website, with an updated Effective Date.

12.2. Where changes are material, we will use reasonable efforts to provide notice via the Website. Your continued use of the Website following the posting of revised Terms constitutes your acceptance of such changes.

12.3. We encourage you to review these Terms periodically. If you do not agree to any revised Terms, your sole remedy is to discontinue your use of the Website.

13. Governing Law and Dispute Resolution

13.1. These Terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to its conflict of laws provisions.

13.2. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be subject to the exclusive jurisdiction of the competent courts of the Canton of Zug, Switzerland.

13.3. Notwithstanding the foregoing, nothing in this clause shall prevent us from seeking interim or injunctive relief in any court of competent jurisdiction where necessary to protect our rights or interests.

13.4. If you are a consumer habitually resident in the European Union or the United Kingdom, you shall additionally benefit from any mandatory provisions of the consumer protection law of your country of habitual residence, and you may bring proceedings in the courts of that country. Nothing in these Terms deprives you of the protection afforded by provisions from which, by virtue of applicable law, no derogation is permitted by agreement.

14. Severability

14.1. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions of these Terms shall continue in full force and effect.

15. Waiver

15.1. No failure or delay by us in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof. No single or partial exercise of any right, power, or remedy shall preclude any further or other exercise thereof or the exercise of any other right, power, or remedy.

16. Entire Agreement

16.1. These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Escrowfy GmbH regarding your use of the Website, and supersede all prior or contemporaneous agreements, understandings, representations, or communications, whether written or oral, relating to such subject matter.

16.2. For the avoidance of doubt, these Terms govern your use of the Website only. If you are a registered client of Oxen Finance, the provision of financial services to you is governed separately by the General Terms and Conditions (Client Agreement), which constitutes a distinct contractual relationship.

17. Contact

For questions or concerns regarding these Terms, please contact us:

Entity	Escrowfy GmbH
Registered Address	Bahnhofstrasse 7, 6300 Zug, Switzerland
Company Number	CHE-281.608.494
Email	legal@oxen.finance
Website	oxen.finance