

Terms & Conditions

This Customer Agreement (“**Agreement**”) is between you and 1510413 B.C. LTD (“**Parteu**”, “**we**” or “**us**”). This Agreement governs your access to and use of the services provided by or on behalf of Parteu as described herein (collectively, “**Services**”), including, without limitation, the services and functionality provided through our website (<https://Parteu.com>), technology, software, and APIs (collectively, “**Platform**”).

Please read this Agreement carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to this Agreement. If you do not understand or agree to this Agreement, please do not use the Services.

Parteu is a financial technology company and not a bank, and partners with licensed partners such as Delos Financial LTD (“Delos”) to offer these Services. By proceeding, you agree to Delos’ [legal agreement](#).

If you are a user of the Services and reside in or are organized under the laws of the United States, the additional and alternative terms and conditions set forth in Attachment A apply to your access and use of the Services.

If you are a user of the Services and reside in or are organized under the laws of the European Union, the additional and alternative terms and conditions set forth in Attachment B apply to your access and use of the Services. To the extent of any conflict between the terms of this Agreement and the terms of Attachment A or Attachment B (as applicable), the relevant Attachment will supersede and control to the extent of such conflict.

For purposes of this Agreement, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and (b) you agree to this Agreement on the entity’s behalf.

UNLESS YOU RESIDE IN OR ARE ORGANIZED UNDER THE LAWS OF THE EUROPEAN UNION, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THIS AGREEMENT, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO PARTEU’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH HEREIN. IF YOU RESIDE IN OR ARE ORGANIZED UNDER THE LAWS OF THE UNITED STATES, YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN THIS AGREEMENT.

1. GENERAL

1.1 Overview of Services. Through the Services, you may be eligible to, among other things: purchase and sell Digital Assets (including for Fiat Currency or other Digital Assets); send and receive Digital Assets and Fiat Currency; and convert Fiat Currency balances to balances in other supported Fiat Currencies in connection with the transfer of Fiat Currency to a designated recipient; convert Fiat Currency balances to balances in other supported Digital Assets in connection with the transfer of Digital Assets to a designated recipient; convert Digital Assets balances to balances in other supported Fiat Currency in connection with the transfer of Fiat Currency to a designated recipient. The Services may vary depending on your jurisdiction. “**Digital Assets**” refers to digital assets which are a digital representation of value

based on (or built on top of) a cryptographic protocol of a computer network. “**Fiat Currency**” refers to government issued currency that is designated as legal tender in its country of issuance. The types of Digital Assets and Fiat Currency supported by our Services are available at our API documentation (as may be updated at our sole discretion from time to time), which may vary depending on the location where you are accessing the Services.

1.2 Third Party Platforms. Our Services may be integrated with certain third-party platforms and/or providers (collectively, the “**Third Party Platforms**”). These Third Party Platforms may provide an interface to facilitate your use of the Services. You acknowledge and agree that such Third Party Platforms may have additional terms and conditions that govern your access and use of such Third Party Platforms, which you acknowledge that such third party provider is responsible for providing to you. You acknowledge and agree that such Third Party Platform, not us, is responsible for their services and any fees charged by such Third Party Platform. In addition, you agree that your access to Services through the Third Party Platforms services constitutes an effective and commercially reasonable security procedure, and you and Third Party Platforms will agree to an effective security procedure in place related to your use of the Services via such Third Party Platform. If you have a dispute with such Third Party Platform, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. We may not be able to control the actions of Third Party Platforms, and we make no promises or guarantees of any kind regarding Third Party Platforms.

1.3 Digital Assets. You acknowledge and agree that Digital Asset deposits and withdrawals may be delayed, including as a result of downtime to the Services, or congestion or disruption of the underlying Digital Asset network or if we believe any deposit or withdrawal poses a risk to us or any other person or may otherwise be unlawful or fraudulent. Digital Asset deposits may be subject to a certain number of network confirmations before such Digital Assets are settled to your Parteu Account. We may set a withdrawal minimum or limit on Digital Asset withdrawals from time to time. We may use shared blockchain addresses, controlled by us or our sub-custodian, to hold Digital Assets held by us on behalf of you, and we have no obligation to segregate by blockchain address Digital Assets owned by you from Digital Assets owned by other customers. In order for us to manage the Services as a custodian to hold the relevant Digital Assets on your behalf, you appoint us as your agent with a perpetual and irrevocable (other than in the event of Parteu Account termination) agency authority to: (i) access and/or transfer Digital Assets as required for the operation of Services, including storing private keys with respect to Digital Assets, transferring Digital Assets to third-party custodians (who may, in turn, transfer Digital Assets to sub-custodians), and transferring Digital Assets between hot and cold wallets; (ii) share your information in accordance with our privacy policy, including sharing information with any custodian in connection with custodying your Digital Assets; (iii) transferring Digital Assets to recipients outside of the Services; and (iv) take any other actions to comply with applicable law, provide the Services to you or to otherwise mitigate any risk to us or any other person. You cannot revoke this authorization except by closing your Parteu Account, in which case it will lapse only when your Parteu Account is closed and all Digital Assets are removed from your Parteu Account.

1.4 Custody Providers. We may provide various custody solutions designed to help store the private keys to your Digital Assets held in your Parteu Account, which may vary by type of Digital Asset. In connection with such custody solutions, you may be required to enter into a separate contractual relationship with a licensed custodian to hold your Digital Assets, which apply to such custody services to your applicable Digital Assets. We are not responsible for, and will not be liable to you for, any custody solutions provided

by a third party. We may also, in our sole discretion, use technical solutions used by us to hold the private keys required to effectuate a transaction you make using the Services or have a third party service provider offer sub-custodian services to store your private keys applicable to your Digital Assets. Such custody solutions may change from time to time in our sole discretion. If we or our third party service provider provide you with custodial services, you agree and appoint us and our third party service provider to provide you such custodial services. While we use reasonable care in the appointment of third-party custodians, in the event of a third-party custodian becoming insolvent or entering into an insolvency process in a relevant jurisdiction, you may have only an unsecured claim against the third-party custodian. Whether custodial services are provided by or through a third party custodian, including our sub-custodian, you appoint us to act on your behalf to appoint such third party custodian. As applicable, you appoint us or such custodian to hold your Digital Assets. As long as you continue to custody your Digital Assets with us or through our Services, we may retain control over a portion of the electronic private keys associated with blockchain addresses operated by us, including the blockchain addresses that hold your Digital Assets.

2. ACCOUNTS

2.1 Eligibility. To use the Services, you must neither be a Prohibited Person nor reside in, be organized under the laws of, or access the Services from a Restricted Jurisdiction. If you are an individual, you must also be at least 18 years of age or older. If you are an entity, you must also be duly organized and validly existing under the applicable laws of the jurisdiction of your formation. A “**Prohibited Person**” is any person or entity that is: (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets; (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as “terrorist supporting” by the United Nations or the governmental authority of the European Union, United Kingdom or the United States; (c) owned or controlled by such persons or entities listed in (a)-(b); or (d) accessing or using the Services on behalf of persons or entities described in (a)-(c). “**Restricted Jurisdictions**” are the jurisdictions set forth [here](#), which may be updated from time to time at our sole discretion. You acknowledge and agree that you are solely responsible for complying with all applicable laws of the jurisdiction you are a resident of, organized under, or located or accessing the Services from, in connection with your use of the Services. By using the Services, you represent and warrant that you meet these requirements and that you will not be using the Services for any illegal activity or to engage in any activity prohibited by the terms of this Agreement.

2.2 Creating your Account. To use the Services, you need to create an account (“**Parteu Account**”). You agree to provide us with accurate, complete, and updated information for your Parteu Account. Without limiting the foregoing, you agree to notify us of any change in your residence or place of formation and acknowledge that any such change may impact your eligibility to access and use the Services. You agree not to create any Parteu Account if we have previously removed your Parteu Account, or we previously banned you from any of our Services, unless we provide written consent otherwise.

2.3 Safeguarding your Account. You are solely responsible for any activity on your Parteu Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your Parteu Account. You must immediately notify us at support@Parteu.com if you know or have any reason to suspect that your Parteu Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of

your Parteu Account. To the extent permitted by applicable law, you agree that we are not responsible for any unauthorized use of your Parteu Account.

2.4 Linked Bank Account. In order to access certain Services, you must link your Parteu Account to another deposit or asset account you own and hold with another depository institution (“**Linked Account**”). By providing a Linked Account, you represent and warrant that you own and are authorized to use the Linked Account for the purposes set forth in this Agreement. If you are a consumer and using the Services primarily for personal, family, or household purposes, as disclosed to us as part of your application for the Services, any Linked Account must be a personal account (not a business or commercial account). If you are using the Services for a commercial purpose or otherwise not using the Services primarily for personal, family, or household purposes, any Linked Account must be a business or commercial account that you are authorized to use for the transactions contemplated by this Agreement. Your request to establish a Linked Account is subject to our verification and approval.

2.5 Parteu Accounts. Each Parteu Account may have one or more sub accounts associated with us, such as a Fiat Currency account (“**Fiat Account**”) and a Digital Asset account (“**Digital Asset Account**”). Your Fiat Account, among other things, reflects your Fiat Currency balance. Your Digital Asset Account, among other things, reflects your Digital Asset balance. You are responsible for reviewing your Fiat Account and Digital Asset Account for accuracy and agree to immediately notify us of any suspected errors.

2.6 Verification; Other Information. We may require you to verify or provide additional information and documents as part of our onboarding process and in connection with your use of the Services, including, without limitation, pursuant to our compliance policies and at the request of any competent authority or in case of application of any applicable law or regulation. You authorize Parteu to make any inquiries we consider necessary to verify and authenticate your information and identity, including checking commercial databases or credit reports. We may also require you to provide additional information or documents in cases where we have reason to believe: (i) that you are using the Services for illegal money laundering or for any other illegal activity; or (ii) you have concealed or reported false identification information or other details. You also agree to promptly report to us any potentially fraudulent activity you are aware of in connection with your Parteu Account. **We may suspend or otherwise prevent your access to your Parteu Account and/or the Services until you comply with all our requests for information to our satisfaction.**

2.7 Wallets. To use certain Services, you may need to connect a compatible third-party digital wallet (“**Wallet**”) with the Services. By using a Wallet in connection with the Services, you agree that you are using the Wallet under the terms and conditions of the applicable third-party provider of such Wallet. Wallets are not associated with, maintained by, supported by or affiliated with Parteu. We accept no responsibility or liability to you in connection with your use of a Wallet, and we make no representations or warranties regarding how the Services will operate or be compatible with any specific Wallet.

2.8 Account Limits. We reserve the right, in our sole discretion, to take any action to protect us and the security and integrity of the Services, including, without limitation, restrictions or holds on your Parteu Account, funds or transactions. Without limiting the foregoing, we may place a hold on your account or a transaction or impose transaction limits. When we place a temporary hold on a transaction, the funds (whether Fiat Currency or Digital Assets) are not available to either the sender or the recipient. **We may freeze or suspend any transaction in our sole discretion, subject to applicable law.**

2.9 Account Closure. You may close your Parteu Account at any time. You acknowledge and agree that closing your Parteu Account will not affect any obligations or liabilities incurred by you prior to the date your Parteu Account is closed. In connection with your Parteu Account closure, you may be required to cancel all open transactions and must provide transfer instructions for where any Fiat Currency or Digital Assets remaining in your Parteu Account should be transferred to. If you do not provide any transfer

instructions in a timely manner, Parteu can take any action legally permitted to provide any remaining Fiat Currency or Digital Assets to you, including crediting your linked bank account, sending Digital Assets to your Wallet associated with your Parteu Account, or sending a check to the mailing address associated with your Parteu Account. You are responsible for any fees, costs, expenses and other liabilities associated with your Parteu Account, including any such fees, costs, expenses and other liabilities associated with closing your Parteu Account. Notwithstanding the foregoing, you acknowledge that we may prevent you from closing your Parteu Account if we believe you are doing so in order to avoid any investigation or liability. You agree that Parteu may retain your Parteu Account information, including transaction history, as permitted by applicable law.

2.10 Actions Against Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, tax levy, garnishment, search warrant or other order relating to your Parteu Account, we will comply with such legal action and, in our discretion, we may freeze the Fiat Currency or Digital Assets in your Parteu Account and not allow any payments out of your Parteu Account until a final court determination regarding such legal action. In these circumstances, we will not have any liability to you if there are insufficient funds to pay any transaction using your Parteu Account because we have withdrawn funds from your Parteu Account or in any way restricted access to your funds in accordance with such legal action. Any fees or expenses we incur in responding to any such legal action may be charged against your Parteu Account. If you request that we make a transfer or withdrawal, the full amount of the payment must be received by Parteu in cleared and settled funds and for the full amount being transferred or withdrawn, including any fees that may be payable, before the transfer or withdrawal is made. If for any reason Parteu agrees to make a transfer or withdrawal without having received the full amount: (1) Parteu may demand, and you must repay, the full amount in the time requested by Parteu after the transaction has been processed, and (ii) Parteu shall be under no obligation to make any future transfer or withdrawal without having received the full amount. If there is suspicious activity related to your Parteu Account, we may, but are not obligated to, request additional information from you, including authenticating documents, and freeze any transactions pending our review.

3. FEES; SUBSCRIPTIONS

3.1 Fees. Any fees related to your use of Services, including usage fees, service fees, transaction fees and other similar fees (collectively, “**Fees**”), will be disclosed to you by the Third Party Platform or otherwise made available to you in writing in accordance with applicable law. By using the Services, you agree to pay all Fees. Fees do not include any fees that your bank or the recipient’s bank or any Wallet provider may charge. You agree that all payment information you provide is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide, including, without limitation, any credit card you provide when completing a transaction. We reserve the right to offset any Fees you owe from the funds available in your Parteu Account.

3.2 Taxes. You are responsible for any taxes which may be applicable to your transactions via the services, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority. Without limiting the foregoing, if we determine that it is required to withhold any amounts in respect of taxes owed by you, we may deduct such amounts from the amounts otherwise owed to you and pay the withheld amount to the appropriate governmental authority. Parteu may file periodic informational returns with governmental authorities related to your use of the Services to the extent we determine such filings are reasonably necessary to comply with applicable law. Parteu is not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any transaction associated with your Parteu Account.

3.3 Subscription Payment. If you subscribe to any of our paid Services, you agree to pay us the applicable fees and taxes. Failure to pay these fees and taxes will result in the termination of your access to the paid

Services. You agree that (a) if you purchase a recurring subscription to any of the Services, we may store and continue billing your payment method (e.g. credit card, debit card, linked account, linked wallet, etc.) to avoid interruption of such Services, and (b) we may calculate taxes payable by you based on the billing information that you provide us at the time of purchase in which case you will be notified of the same at the time of purchase. We reserve the right to change our subscription plans or adjust pricing for the Services in any manner and at any time as we may determine in our sole and absolute discretion as permitted by applicable laws. Any price changes or changes to your subscription plan will take effect following reasonable notice to you (and in any case, not before the start of the next subscription period). All subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Payment can be made by credit card, debit card, or other means that we may make available. Subscriptions will not be processed until payment has been received in full, and any holds on your account by any other payment processor are solely your responsibility.

3.4 Subscription Renewals and Cancellation. You agree that if you purchase a subscription, your subscription will automatically renew at the subscription period frequency referenced on your subscription page (or if not designated, then monthly) and at the then-current rates (or any updated notes as notified to you in advance, as above), and your payment method will automatically be charged at the start of each new subscription period for the fees and taxes applicable to that period. To avoid future subscription charges, you must cancel your subscription ninety (90) days before the subscription period renewal date by doing the following: by telling us via email at support@Parteu.com that you want to cancel your subscription).

3.5 No Subscription Refunds. Except as expressly set forth in this Agreement, payments for any subscriptions to the Services are nonrefundable and there are no credits for partially used periods. Following any cancellation by you, however, you will continue to have access to the paid Services through the end of the subscription period for which payment has already been made subject to any suspension or termination actions by Parteu.

4. LOCATION OF OUR PRIVACY POLICY

4.1 Privacy Policy. Our Privacy Policy describes how we handle your information when you use the Services. For an explanation of our privacy practices, which may vary depending on the location where you are accessing the Services, please visit our Privacy Policy located at [Parteu Privacy Policy](#).

5. RIGHTS WE GRANT YOU

5.1 Right to Use Services. We hereby permit you to use the Services for your personal non-commercial use only, provided that you comply with this Agreement in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by, and during the term of, this Agreement. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Parteu, in its sole discretion, may elect to take.

5.2 Beta Offerings. From time to time, we may, in our sole discretion, include certain test or beta features or products in the Services (“**Beta Offerings**”) as we may designate from time to time. Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an “as is” basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information

from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

6. RESTRICTIONS

6.1 Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in this Agreement;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- (e) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (f) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (g) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (h) use a VPN or other tool to circumvent any geoblock or other restrictions that we may have implemented for the Services;
- (i) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (k) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- (l) send or receive fraudulent money or payments for advertising, marketing or otherwise on an unsolicited and unauthorized basis;
- (m) provide yourself a cash advance from your credit card;

(n) use the Services in connection with the activities set forth at [Prohibited Businesses](#), as may be updated from time to time at our sole discretion;

(o) violate any applicable law or regulation in connection with your access to or use of the Services; or

(p) access or use the Services in any way not expressly permitted by this Agreement.

For clarity and notwithstanding anything in this Agreement to the contrary, to the extent permitted by applicable law, if we believe that you have engaged in any activities set forth above, we reserve the right to take any action we deem appropriate, including, without limitation, terminate this Agreement, suspend or disable your access to the Services (in whole or in part), hold funds in your account if we reasonably determine are need to protect us against the risk of liability, notify relevant law enforcement or regulatory authorities, or take legal action against you.

7. OWNERSHIP AND CONTENT

7.1 Ownership of the Services. The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that Parteu and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.

7.2 Ownership of Trademarks. Parteu’s name, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks of Parteu or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

7.3 Ownership of Feedback. We welcome feedback, comments, and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of Parteu, and Parteu may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Parteu any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

8. THIRD PARTY SERVICES AND MATERIALS

8.1 Third Party Services and Materials. The Services may display, include or make available services, content, data, information, applications or materials from third parties (“**Third-Party Services and Materials**”) or provide links to certain third party websites. Parteu does not endorse any Third-Party Services and Materials. You agree that your access and use of such Third-Party Services and Materials is governed solely by the terms and conditions of such Third-Party Services and Materials, as applicable. Parteu is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services and Materials, including, without limitation, their content or the manner in which they handle, protect, manage or process data or any interaction between you and the provider of such Third-Party Services and Materials. Parteu is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services and Materials or websites. You irrevocably waive any claim against Parteu with respect to such Third-Party Services and Materials. We are not liable for any damage

or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Third-Party Services and Materials, or your reliance on the privacy practices, data security processes or other policies of such Third-Party Services and Materials. Third-Party Services and Materials and links to other websites are provided solely as a convenience to you. For clarity, if you have an account with Fortress Trust LLC (“Fortress”), any such services, including any money transmitter services or other regulated financial products or services, that you access through such account are governed by separate terms and conditions between you and Fortress, and such services and account provided by Fortress are deemed Third-Party Services and Materials.

9. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

9.1 Disclaimers.

(a) Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, Parteu, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Parteu Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Parteu Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; and (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from Parteu Entities or through the Services, will create any warranty or representation not expressly made herein.

(b) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS AGREEMENT. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9.2 Acknowledgement; Assumptions of Risks.

(a) By using the Services, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, Digital Assets, storage mechanisms (such as Wallets), and blockchain-based software systems to be able to assess and evaluate the risks and benefits of the Services contemplated hereunder, and will bear the risks thereof, including loss of all amounts paid, and the risk that Digital Assets may have little or no value. You acknowledge and agree that there are risks associated with purchasing and holding Digital Assets and using blockchain technology. These include, but are not limited to, risk of losing access to Digital Assets due to slashing, loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.

(b) You acknowledge that Digital Assets are neither (i) deposits of or guaranteed by a bank; (ii) insured by the FDIC or by any other governmental agency or by private insurance, the securities investor protection corporation; nor (iii) insured against theft or loss, including cyber theft or theft by other means.

(c) The regulatory regime governing blockchain technologies, Digital Assets is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of such Digital Assets. There also exists the risks of new taxation of the purchase or sale of Digital Assets.

(d) We cannot control how third-party exchange platforms quote or value Digital Assets and we expressly deny and disclaim any liability to you and deny any obligations to indemnify or hold you harmless for any losses you may incur as a result of fluctuations in the value of Digital Assets.

(e) Smart contracts execute automatically when certain conditions are met. We do not have the ability to reverse a transaction that is recorded on a public blockchain. You are responsible for ensuring that any details entered in connection with a transaction using any smart contracts are accurate and complete. We are not responsible for any losses due to your errors, including an incorrectly constructed transaction. Further, since smart contracts typically cannot be stopped or reversed, vulnerabilities in their programming and design or other vulnerabilities that may arise due to hacking or other security incidents can have adverse effects to Digital Assets, including but not limited to significant volatility and risk of loss.

(f) You acknowledge (i) fraudulent transfers may result in the loss of your Digital Assets with no recourse; (ii) all Digital Assets transfers are irrevocable, except in our sole and absolute discretion; (iii) except as required by law, we have no responsibility or liability for unauthorized, mistaken, or accidental transfers of Digital Assets or Fiat Currency; (iv) due to the nature of virtual currency, there is an increased risk of fraud or cyberattack and your Digital Assets, or their value, may be irretrievably stolen; and (v) any Digital Assets that you acquire may have limited convertibility. The risks described herein may result in loss of your Digital Assets, decrease in or loss of all value for your Digital Assets, inability to access or transfer Digital Assets, inability to trade Digital Assets, inability to receive financial benefits available to other Digital Assets holders, and other financial losses to you. You hereby assume, and agree that we will have no responsibility or liability for, such risks. To the maximum extent permitted by applicable law, you hereby irrevocably waive, release and discharge any and all claims, whether known or unknown to you, against us and our affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth herein. As applicable, you waive application of Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(g) You acknowledge that there are inherent risks associated with using or interacting with public blockchains and blockchain technology. Parteu does not control any of the underlying blockchain protocols and related software. There is no guarantee that such technology will be available and it may be subject to errors, hacking, or other security risks. Underlying blockchain protocols may also be subject to sudden changes in operating rules, including forks, and it is your responsibility to make yourself aware of upcoming operating changes. These operating rule changes may affect the availability and value of your Digital Assets. In the event of any operational rule change, we reserve the right to take any steps we determine are necessary to protect the security of the Digital Assets held via the Services, including by temporarily suspending the Services for the affected Digital Assets. We will not be liable for any loss of value you may experience as a result of such changes in operating rules.

9.3 Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT IN NO EVENT WILL PARTEU ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR

RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF PARTEU ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, PARTEU ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID PARTEU ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Subject to the above, you also agree and acknowledge that we have no liability or responsibility in respect of the custody of any Digital Assets by a third party.

9.4 Indemnification. To the fullest extent permitted under applicable law, by entering into this Agreement and accessing or using the Services, you agree that you shall defend, indemnify and hold Parteu Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by Parteu Entities arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) your use of any Third Party Platform; or (e) your negligence or wilful misconduct. If you are obligated to indemnify any Parteu Entity hereunder, then you agree that Parteu (or, at its discretion, the applicable Parteu Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Parteu wishes to settle, and if so, on what terms, and you agree to fully cooperate with Parteu in the defense or settlement of such claim.

10. ADDITIONAL PROVISIONS

10.1 Updates; Monitoring. We may make any improvement, modifications or updates to the Services, including but not limited to changes and updates to the underlying software, infrastructure, security protocols, technical configurations or service features (the "**Updates**") from time to time. Your continued access and use of the Services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. Although Parteu is not obligated to monitor access to or participation in the Services, it has the right to do so for the purpose of operating the Services, to ensure compliance with this Agreement and to comply with applicable law or other legal requirements.

10.2 SMS Messaging and Phone Calls. Certain portions of the Services may allow us to contact you via telephone or text messages. You agree that Parteu may contact you via telephone or text messages (including by an automatic telephone dialling system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any Offerings. You also understand that you may opt out of receiving text messages from us at any time, by replying to our text with the word "STOP" using the mobile device that is receiving the messages, or by contacting support@Parteu.com. If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.

10.3 Updating This Agreement. We may modify this Agreement from time to time in which case we will update the "Last Revised" date at the top of this Agreement. If we make changes that are material, we will

use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the Platform. However, it is your sole responsibility to review this Agreement from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

10.4 Termination of License and Your Account. If you breach any of the provisions of this Agreement, all licenses granted by Parteu will terminate automatically. Additionally, Parteu may suspend, disable, or delete your Parteu Account, other accounts and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If Parteu deletes your Parteu Account for any suspected breach of this Agreement by you, you are prohibited from re-registering for the Services under a different name. All sections which by their nature should survive the termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Parteu or you. Termination will not limit any of Parteu's other rights or remedies at law or in equity.

10.5 Injunctive Relief. You agree that a breach of this Agreement will cause irreparable injury to Parteu for which monetary damages would not be an adequate remedy and Parteu shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

10.6 Unclaimed Property. In certain circumstances, Parteu may have an obligation to report any Fiat Currency or Digital Assets in your Parteu Account to the applicable governmental entity as unclaimed property, such as where your Parteu Account has been inactive for a period of several years (as defined by the relevant state statutes) or where Parteu ceases providing Services. If this happens, Parteu will attempt to contact you using the contact information provided by you to the extent required by applicable law. If you do not respond, Parteu may be obligated to turn over any Fiat Currency or Digital Assets in your Parteu Account to the applicable governmental entity after deducting any fees payable to Parteu. The applicable governmental entity may require Parteu to liquidate any Digital Assets in your Parteu Account into fiat currency and turn over the resulting fiat currency to the governmental entity. You agree that Parteu will not have any responsibility or liability for any losses, damages, or other harm that you may incur in connection with Parteu turning over Fiat Currency or Digital Assets or fiat currency to the applicable governmental entity or Parteu's liquidation of the Digital Assets. You agree that Parteu may surrender any unclaimed or abandoned Fiat Currency or Digital Assets held in your Parteu Account in accordance with applicable laws.

10.7 Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by Parteu hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government or any other relevant governmental authority as a "terrorist supporting" country (or equivalent), or (b) to anyone listed on any U.S. Government or other relevant governmental authority list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any equivalent list in respect of any other relevant jurisdiction. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable export laws and regulations.

10.8 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any of our obligations under

this Agreement or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our reasonable control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

10.9 Miscellaneous. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement and the licenses granted hereunder may be assigned by Parteu but may not be assigned by you without the prior express written consent of Parteu. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. Unless the context requires otherwise, words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things, and general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes”, “including”, “in particular” or any similar expression shall be construed as illustrative and without limitation.

10.10 No Fiduciary Obligation. You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Delaware, or any other applicable rule or regulation of any jurisdiction or government agency having jurisdiction over us, shall constitute ordinary care. Unless required by law, we do not assume any fiduciary obligation on your behalf. Unless required by law, this means that we do not act as your trustee or financial advisor, and we do not assume any responsibility for your account beyond the standards set forth herein. Without limiting the foregoing, we do not provide trading advice, do not have any fiduciary duty to you or any other user and do not make any warranty about the suitability of any asset for transfer or ownership by you.

10.11 Set Offs and Security Interests. If you ever owe us money and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us security interest in your account and any other accounts held by you and funds therein) to use your account funds to pay the obligations, where permitted by law. If your account is held jointly, we may offset funds for the obligations of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. You grant us a security interest in your account and funds therein, and the security interest granted by this Agreement is consensual and is in addition to our right to set-off.

10.12 How to Contact Us. You may contact us regarding the Services or this Agreement by email at support@Parteu.com.

Attachment A

Additional Terms – United States

If you are a user of the Services and reside in or are organized under the laws of the United States, the below additional terms and conditions (this “**US Addendum**”) apply to your access and use of the Services. To the extent of any conflict between the terms of this US Addendum and the terms of the Agreement, this US Addendum will supersede and control to the extent of such conflict.

1. SERVICES

1.1 General. Parteu is not a bank. We partner with third party financial institutions (each, a “**Financial Institution Partner**”), Financial Institution Partners that are banks (each, a “**Bank Partner**”), and/or Financial Institution Partner that are third party custody providers (“**Custodians**”) and, in such circumstance (including, with respect to Fiat Currency, in states where we are not licensed as a money transmitter), the applicable Financial Institution Partner, Bank Partner or Custodians (not us) custodies your Fiat Currency and/or Digital Assets and initiates transfers requested via the Platform.

1.2 Parteu Services. Any Fiat Currency and Digital Assets in your Parteu Account represent unsecured claims against us unless your Fiat Currency is deposited in an Omnibus Account, as further described in Section 1.3 of this Attachment A, or your Fiat Currency and/or Digital Assets are held by a third party Financial Institution Partner, such as Fortress Trust, pursuant to your account agreement with such Financial Institution Partner. Without limiting the foregoing, for Digital Assets held by third-party custodians, in the event of a third-party custodian becoming insolvent or entering into an insolvency process in a relevant jurisdiction, you may have only an unsecured claim against the third-party custodian. If you sign up for an account with a partnering third party Financial Institution Partner, such as Fortress Trust, such Financial Institution Partner holds your Fiat Currency and/or Digital Assets, as applicable, and you will have no claim against us. Parteu is not a bank and does not take deposits. Neither your Fiat Currency nor Digital Assets are FDIC insured.

1.3 Custodian and Bank Services. We may designate from time to time Custodian(s) or Bank Partner(s) that will facilitate or provide money transmission services or other services to you and your Fiat Currency (in the case of Bank Partners) or Digital Assets (in the case of Custodians) may be held in an omnibus custodial account (“**Omnibus Account**”) at such Bank Partner or Custodian. Each Omnibus Account is in the Bank Partner's or Custodian's name, as applicable, and control and established for the benefit of Parteu's customers, such as you. You acknowledge and agree that Omnibus Accounts do not create or represent a relationship between you and any Bank Partner or Custodian, except as specifically set forth in this Section 1.3 of Attachment A. Your rights in our Omnibus Account are limited to the specific amount of Fiat Currency in your Fiat Account or Digital Assets in your Digital Asset Account. We are not responsible or liable for, and make no representation or warranty, the services provided by a Bank Partner or Custodian. Neither your U.S. dollar Fiat Currency held in an Omnibus Account at a Bank Partner nor your Digital Assets held in an Omnibus Account at a Custodian are not FDIC-insured. A Bank Partner or Custodian may have additional terms and conditions, which you must agree to in order to receive the applicable Services in such states. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your access or use of any services provided by a Bank Partner or Custodian. No Financial Institution Partner that is an FDIC-insured bank will either act as custodians for Digital Assets or be involved in Digital Asset exchange activities.

1.4 Fiat Currency Transactions. You may transfer or receive supported Fiat Currencies into your Fiat Account via the Services. The Fiat Currency held in your Fiat Account may be eligible to be used to: (i) transfer Fiat Currency, such as to another account you hold or to a third party; (ii) convert such Fiat Currency into another supported Fiat Currency to then be transferred to another account or third party; or (iii) purchase supported Digital Assets. Fiat Currency may be added to your Fiat Account through various ways, such as ACH or wire transfer or through credit or debit cards. Transferred Fiat Currency will be reflected in your Fiat Account after we or, if applicable, a Financial Institution Partner receives such Fiat Currency.

1.5 Digital Asset Transactions. You may transfer or receive supported Digital Assets into your Digital Asset Account via the Services. We may use shared blockchain addresses to hold Digital Assets on behalf of our customers, and we have no obligation to create segregated blockchain addresses to hold your Digital Assets. The Digital Assets held in your Digital Asset Account may be eligible to be used to: (i) purchase supported Fiat Currency or other Digital Assets; or (ii) transfer such Digital Assets, such as to one of your

Wallets or to a third party's compatible Wallet. When you place an order to purchase or sell a supported Digital Asset in exchange for a supported Fiat Currency, you agree to purchase or sell, as applicable, such Digital Asset at the price quoted on the Platform in exchange for the applicable amount of Fiat Currency. You understand and agree that any partner we may use to facilitate a Digital Asset transaction may suspend or freeze any transaction, and you will not hold us liable for such suspension or freeze.

1.6 Transfers. When you transfer Fiat Currency or Digital Assets to another account (whether to another user's Parteu Account or your or a third party's non-Parteu account or blockchain address), you acknowledge and agree that you are instructing Parteu to transfer the specified Fiat Currency or Digital Asset from your Parteu Account to such other account. Transfers may be voided if you attempt to transfer Fiat Currency or Digital Assets in excess of your account balance or to a non-compatible account. You are responsible for ensuring that any details entered in connection with a transaction are accurate and complete. We are not responsible for any losses due to your errors. If you elect to transfer a specific type of Fiat Currency or Digital Asset that is not currently held in your Parteu Account, then the selected Fiat Currency or Digital Assets held in your Parteu Account will be exchanged at the then-current exchange rate for the specified Fiat Currency or Digital Assets and then transferred to such other account in accordance with your instructions. You understand and agree that any partner we may use to facilitate a transfer may suspend or freeze any transaction, and you will not hold us liable for such suspension or freeze.

1.7 Receiving Funds. Through the Services, you may elect to receive payments sent by another account (whether from another user's Parteu Account or your or a third party's non-Parteu Account) in a supported Fiat Currency or Digital Asset. If you select to receive Fiat Currency or Digital Asset that is different from the type of Fiat Currency or Digital Asset sent by the other account, then such Fiat Currency or Digital Asset sent to your Parteu Account will first be converted to the selected Fiat Currency or Digital Asset at then current exchange rate and then deposited into your Parteu Account. The payments sent by such other accounts to your Parteu Account must be in a supported Fiat Currency or Digital Asset; otherwise, such payments will be void and may be lost. We are not responsible or liable for any losses in connection with an attempt to send non-supported Fiat Currency or Digital Assets to your Parteu Account. You understand and agree that any partner we may use to receive funds may suspend the related transaction or freeze such funds, and you will not hold us liable for such suspension or freeze.

1.8 Wire Deposits and Withdrawals. If you use the Services for wire transfer deposits and withdrawals, you acknowledge and agree that such wire transfers are subject to wire transfer cut off times and bank holidays of Parteu or other financial institutions, which may be provided to you from time to time, and security procedures provided to you by Third Party Platforms or by Parteu (the "**Security Procedures**"). The Security Procedures are intended to verify authenticity of a transaction order or account and not to detect any errors in such orders, and may include using any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification. When you make a wire transfer deposit to your Parteu Account (as defined below), your funds will be available once they have settled in your Parteu Account, which may be subject to delays such as downtime or disruptions to our Services. You agree that when you provide us with a name and account number or bank identifying number in order for us to process a wire transfer, payment may be made by the designated recipient's bank solely on the basis of such number, even if such account or bank number identifies a person different from the beneficiary you named. You are responsible for providing us with complete and accurate information and instructions. We may rely on all information and instructions provided in your wire request. We may not be able to cancel a wire transfer. Except as required by applicable law, any losses resulting from an incorrect account number or other user error is your responsibility, not ours. We have no responsibility to accept any incoming wire transfer for your benefit. We have a right to reject your wire transfer request for various reasons, including, but not

limited to, insufficient or uncollected funds in your account. Once we receive your wire transfer request, it may not be able to be cancelled or amended. We may define certain transaction-related Security Procedures which may be updated from time to time, and all such Security Procedures provided by us (or Third Party Platform on our behalf) to you will be followed by you at all times. You acknowledge and agree that authenticity of the payment and transfer orders issued to us will be verified by the Security Procedures, that such Security Procedures are commercially reasonable methods of providing security against unauthorized payment orders, and that you are bound by any payment order, whether or not authorized, issued in its name and accepted by us in compliance with the Security Procedures. You understand and agree that any partner we may use to facilitate a wire transaction may suspend such transaction or freeze any related funds (including received funds), and you will not hold us liable for such suspension or freeze.

1.9 ACH Entries. If you use the Services for deposits or withdrawals through automated clearing house (“ACH”) transactions, you acknowledge and agree that such ACH transactions may be subject to cut off times and bank holidays of Parteu or other financial institutions, which may be provided to you from time to time, and Security Procedures provided to you by Third Party Platforms or by Parteu. When you make an ACH deposit to your Parteu Account, your funds will be available once they have settled in your Parteu Account, which may be subject to delays such as downtime or disruptions to our Services. ACH withdrawals and deposits may be subject to certain dollar limits that we set from time to time. Your use of any ACH-related services must be in accordance with the rules, guidelines and bylaws of the National Automated Clearinghouse Association (“NACHA” and such rules, guidelines and bylaws, “NACHA Rules”) and other applicable laws, and you agree to comply with NACHA Rules and applicable law, including conducting an assessment of the risks of your ACH activities as required by the NACHA Rules. You are responsible for obtaining authorization to debit accounts for ACH entries and are solely responsible for ensuring such authorizations comply with the NACHA Rules and applicable law. We have a right to reject an ACH entry for various reasons, including any such entry which does not comply with NACHA Rules or any applicable law. Subject to compliance with applicable law and NACHA Rules, the following applies to your use of ACH services:

- (a) You will: (i) identify the originator of each transaction as directed by Parteu; and (ii) indemnify Parteu and any of its partnering banks for any action or omission in performing your ACH-related obligations.
- (b) You will not exceed ninety five percent (95%) of any NACHA thresholds for returns, including returns on the basis that the transaction was unauthorized, returns for administrative reasons, or all returns, regardless of the cause, in any thirty (30) day period. If you reach or exceed such threshold limitation, then (in addition to any other remedies under this Agreement) we may: (i) impose caps on your use of the ACH services; (ii) suspend your use of all or a portion of the ACH services until you have demonstrated to our satisfaction that you have implemented appropriate changes to restore the return rate level to below the required maximum; and/or (iii) adjust the amount required to be held in the reserve account to the extent you may have one with us.
- (c) You will not originate any ACH entry that violates U.S. law. We may establish an exposure limit in connection with ACH entries and require procedures for Third Party Senders (as defined under NACHA Rules) to review and adjust such exposure limit.
- (d) If you reach the thresholds defined by NACHA, we may in its sole discretion reject or stop processing your ACH entries. We will have no liability to you arising from a decision to cease or suspend processing of ACH entries due to your level of returns exceeding NACHA thresholds. If NACHA imposes a fine on us or our bank partner due to your violation of NACHA Rules, we will pass the fine and any associated penalties to you for payment or deduct the funds from your Parteu Account.

(e) You acknowledge that any transaction request may be returned by the receiving institution for insufficient funds or other reasons. In the event a transaction is returned or charged back due to lack of authorization, any attempt by you to resubmit such request may be denied or conditioned upon submission of proof of authorization prior to attempting to reprocess such transaction. All returns to you of a disputed transaction will remain final unless the receiving institution otherwise accepts proof of authorization and disputed transaction.

(f) Except as set forth in a relevant Attachment, all transaction requests are final and are not subject to stop payment or recall orders. If received promptly after the transaction is initiated, we will use commercially reasonable efforts to seek to stop payment, but we are not liable to you for any failure or inability to stop a payment.

(g) We may define certain transaction-related Security Procedures which may be updated from time to time, and all such Security Procedures provided by us (or Third Party Platform on our behalf) to you will be followed by you at all times. The Security Procedures are intended to verify authenticity of a transaction order or account and not to detect any errors in such orders, and may include using any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification. You acknowledge and agree that authenticity of the payment and transfer orders issued to us will be verified by the Security Procedures, that such Security Procedures are commercially reasonable methods of providing security against unauthorized payment orders, and that you are bound by any payment order, whether or not authorized, issued in its name and accepted by us in compliance with the Security Procedures.

(h) If we determine, and provide notice to you, that you are an “Originator” or “Third-Party Sender” for certain ACH activities under the NACHA Rules, then you acknowledge and agree to such designation and to comply with all obligations applicable to such designation, including any indemnities, covenants, data retention obligations, representations, or warranties that are required to be made, given, or performed by an Originator or a Third-Party Sender, as applicable, under the NACHA Rules. If you are deemed to be a Third-Party Sender, you also agree that you will enter into ACH origination agreements between you and your customers that conform to the NACHA Rules prior to originating any ACH entries on behalf of such customers. To the extent you are acting as an Originator or Third-Party Sender, you authorize us to originate debit and credit entries on your behalf. If you originate any ACH entry through a Third-Party Sender, you agree that (i) you will be required to comply with the same security requirements, including encryption of electronic ACH data, that such Third-Party Sender is subject to under the NACHA Rules; (ii) the Third-Party Sender and applicable bank is allowed to regularly audit you for compliance with the NACHA Rules, this Agreement and applicable laws; (iii) you will be responsible for the retention and delivery to the applicable bank or financial institution for any records, documentation or data regarding the authorizations of ACH entries and other information as required by the NACHA Rules; (iv) for unauthorized ACH entries, administrative or overall return rates, (A) you will provide, within five calendar days, all information requested by the applicable bank in order for such bank to respond to a NACHA inquiry regarding your unauthorized entry, administrative, or overall return rate, and (B) if your unauthorized entry, administrative or overall return rate exceeds the applicable return rate threshold, you will cooperate with the Third-Party Sender and applicable bank in creating a detailed plan and timeline for reducing the applicable return rate to a rate below the threshold, and to reduce the return rate to below the threshold within thirty calendar days after such bank’s receipt of NACHA’s written request for information, and (c) you will maintain the applicable return rate below such threshold for at least the time required by the NACHA Rules. If the applicable bank does not receive payment from a Third-Party Sender for any ACH credit entries you originate or any ACH debit entries returned by a financial institution, you will pay such bank the applicable amount of such credit or debit entries. You acknowledge and agree that such bank is a third party beneficiary of this Section 1.9(h).

(i) UCC Article 4A Disclosures. When you are acting as an Originator or Third-Party Sender pursuant to credit entries subject to the Uniform Commercial Code Article 4A, we may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. All rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws and courts identified in this Agreement.

You understand and agree that any partner we may use to facilitate an ACH transaction may suspend or freeze any transaction and related funds (including received funds), and you will not hold us liable for such suspension or freeze.

1.10 Exchange Rates; Transaction Fees. Parteu will determine in its sole discretion the exchange rates that apply between pairs of supported Fiat Currencies and/or Digital Assets. Parteu may modify the exchange rates from time to time and will use reasonable efforts to display to you the then-current exchange rate prior to you initiating a transaction. You acknowledge and agree that the exchange rate set by Parteu may not reflect the market price and may include a premium. Parteu reserves the right to charge a transaction fee in connection with your transactions through the Services.

1.11 Instructions. Your Parteu Account is directed by you. You hereby appoint Parteu or Financial Institution Partner, as applicable, as your agent to carry out the instructions you send via the Services. You are responsible for ensuring your instructions are accurate and complete, including any payment information you provide in connection with your instructions. Once you submit an instruction, we may not be able to reverse it and the resulting transaction. We will not be liable for complying with your instructions.

2. ARBITRATION AND CLASS ACTION WAIVER

2.1 PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

2.2 Informal Process First. You and Parteu agree that in the event of any dispute, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and Parteu agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

2.3 Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to Parteu’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and Parteu agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of this Agreement). Because your contract with Parteu, this Agreement, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under this Agreement will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to this**

Agreement, you and Parteu are each waiving the right to trial by jury or to participate in a class action or class arbitration.

2.4 Exceptions. Notwithstanding the foregoing, you and Parteu agree that the following types of disputes will be resolved in a court of proper jurisdiction:

(i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;

(j) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or

(k) intellectual property disputes.

2.5 Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, Parteu will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below). Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS rules. In that case, you agree to reimburse Parteu for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by Parteu before the arbitrator was appointed, Parteu will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

2.6 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Parteu agree that in the event that there are one-hundred (100) or more individual Claims of a substantially similar nature filed against Parteu by or with the assistance of the same law firm, group of law firms, or organizations, then within a thirty (30) day period (or as soon as possible thereafter), JAMS shall (a) administer the arbitration demands in batches of one-hundred (100) Claims per batch (plus, to the extent there are less than one-hundred (100) Claims left over after the batching described above, a final batch consisting of the remaining Claims); (b) appoint one arbitrator for each batch; and (c) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Claims are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise JAMS, and JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Parteu. You and Parteu agree to cooperate in good faith with JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Claims, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the

adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated Claims under any circumstances, except as expressly set forth in this provision.

2.7 Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in this Agreement by sending written notice of your decision to opt-out to support@Parteu.com or to the mailing address listed in the “How to Contact Us” section of this Agreement. The notice must be sent to Parteu within thirty (30) days of your first registering to use the Services or agreeing to this Agreement; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with this Agreement. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, Parteu also will not be bound by them.

2.8 WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. To the fullest extent permitted by applicable law, you and Parteu each agree that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY’S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING (“CLASS ACTION”). You and Parteu AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. You and Parteu EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. If the dispute is subject to arbitration, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. Further, you and Parteu agree that the ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON’S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

2.9 IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES’ AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

3. GOVERNING LAW

3.1 This Agreement, including this US Addendum, is governed by the laws of the State of Delaware, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in this Agreement, or if arbitration does not apply, then the state and federal courts located in Delaware.

4. CALIFORNIA RESIDENTS

4.1 If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

5. ELECTRONIC COMMUNICATIONS

5.1 Communications. By using the Services, you agree and consent to transaction business with Parteu electronically and to receive electronically certain disclosures, documents, communications, agreements and notices (collectively, “**Disclosures**”) that we provide in connection with your Parteu Account. Disclosures include, without limitation, agreements and policies related to your Parteu Account, transaction receipts, and account statements. We will provide Disclosures by posting them on the Platform or by emailing them to you at the email address associated with your Parteu Account. You also agree that any Disclosures you or we sign electronically will have the same legal effect as a signed physical document.

5.2 Requesting Copies. Upon your request, you may obtain electronic copies of account statements and trade confirmations, subject to availability. Parteu has no obligation to provide to you a paper copy of any Disclosure. To request copies of any Disclosure, you must contact us at the email address listed in the “How to Contact Us” section of the Agreement with the subject line “Disclosure Request” and in the body of the email you must state your full name, account username and telephone number and the specific Disclosure of which you want a copy. Requesting a copy does not remove your consent to receive electronic Disclosures.

5.3 Withdrawing Your Consent. You may withdraw your consent to receive Disclosures electronically from us by contacting us at the email address listed in the “How to Contact Us” section of the Agreement with the subject line “Withdraw Electronic Consent” and in the body of the email you must state your full name, account username, postal address and telephone number. Your consent withdrawal will be effective only after we have had a reasonable period of time to process your request. Consent to electronic delivery of documents is required to establish and maintain your Parteu Account. However, you understand that if you revoke or restrict your consent to electronic delivery of Disclosures, Parteu has the right to restrict and/or close your Parteu Account, and terminate your access to Parteu’s services. You understand that neither your revocation or restriction of consent nor Parteu’s delivery of paper copies of Disclosures will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

5.4 Updating Your Contact Information. To ensure you receive all Disclosures in a timely manner, you agree to promptly notify us of any change in your email address or mailing address by updating the same in the account settings page of the Platform after you have signed in to your Parteu Account. At our discretion, we may treat your failure to provide us with a valid email address or the malfunction of a previously valid email address as a withdrawal of your consent to receive electronic Disclosures.

5.5 Required Hardware and Software. In order to access, view and retain electronic Disclosures that we make available to you, you must have, at a minimum: (i) a recent-generation personal computer, table or mobile device with Internet access; (ii) a widely used, recent-generation web browser; (iii) a program capable of opening portable document format files; (iv) a working email address to which you have access; and (v) either a printer, hard drive with sufficient storage or other storage device or means to print or store the Disclosures.

5.6 Federal Law. All Disclosures we provide to you in either electronic or paper format will be considered “in writing”. You should print or download for your records a copy of this Agreement and any other Disclosures. You agree that the Electronic Signatures in Global and National Commerce Act applies to this Agreement and our ability to conduct business with you by electronic means.

5.7 Termination/Changes. We reserve the right, in our sole discretion, to provide you with any Disclosures in paper format and to discontinue electronic provision of Disclosures at any time. We will provide you with notice of any such termination or change as required by law.

6. CONSUMER RIGHTS

6.1 This section only applies to you if you are a “consumer” as defined under Regulation E to the Electronic Fund Transfer Act (15 U.S.C. §§ 1693, et seq.) (“**Regulation E**”). If there is any conflict between this section and the rest of the Agreement and this US Addendum, this terms of this section will apply instead of the conflicting terms in the rest of the Agreement or this US Addendum.

6.2 Remittances. This section applies to Remittance Transfers (as defined by Regulation E) via the Services.

(a) What to do if you think there has been an error or problem. If you think there has been an error or problem with your Remittance Transfer contact us at the telephone number, email address or mailing address listed in the “How to Contact Us” section of the Agreement.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us (i) your name and address; (ii) the error or problem with the transfer, and why you believe it is an error or problem; (iii) the name of the person receiving the funds, and if you know it, his or her number or address; (iv) the dollar amount of the transfer; and (v) the confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

(b) What to do if you want to cancel a remittance transfer. You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or email address listed in the “How to Contact Us” section of the Agreement within 30 minutes of payment for the Remittance Transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within 3 business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient’s account.

(c) For questions or complaints about Parteu, contact support@Parteu.com.

Consumer Financial Protection Bureau, 855-411-2372, 855-729-2372 (TTY/TDD),
www.consumerfinance.gov.

6.3 Electronic Fund Transfers. This section applies to Electronic Fund Transfers (as defined by Regulation E) via the Services.

(a) Transfer Types. You may use your Fiat Account to: withdraw Fiat Currency from your Fiat Account; make deposits to your Fiat Account; transfer funds between your Fiat Account and other accounts; and pay for certain other purchases and bills. For security reasons, there are limits on the number of Electronic Fund Transfers you can make using our Services. Limits may exist and are designed to be flexible in order to protect the security and integrity of the service and accounts.

(b) Unauthorized Transfers.

(i) Tell us AT ONCE if you believe your Parteu Account access credential has been lost, compromised or stolen, or if you believe that an electronic fund transfer has been made without your permission using information. You could lose all the funds in your Parteu Account.

(ii) If you tell us within 2 business days after you learn of the loss, theft or compromise of your Parteu Account, your liability for Unauthorized Electronic Fund Transfers will not be more than \$50. If you do not

tell us within 2 business days and we can prove we could have stopped the Unauthorized Electronic Fund Transfer if you had told us, you could lose as much as \$500.

(iii) Also, if your Parteu Account statement shows Unauthorized Electronic Fund Transfers, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any funds you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.

(c) Errors.

(i) In case of errors or questions about your Electronic Fund Transfers, contact us at the phone number or email address listed in the “How to Contact Us” section of the Agreement as soon as you can if you think your Parteu Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we provide the FIRST statement on which the error appeared. Your notice to Parteu must include the following information: (i) your name and account number (if any); (ii) a description of the error or transfer you are unsure about, including an explanation as clearly as you can why you believe it is an error or why you need more information; and (iii) the dollar amount of the suspected error. If you tell Parteu such information orally, Parteu may require you to send your complaint in writing within 10 business days.

(ii) We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Parteu Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

(iii) For errors involving new Parteu Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

(iv) We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

(d) Preauthorized Transfers. If you have arranged to have direct deposits made to your Parteu Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can contact us at the phone number or email address listed in the “How to Contact Us” section of the Agreement to find out whether or not the deposit has been made.

(e) Preauthorized Payments.

(i) If you have told us in advance to make regular payments out of your Parteu Account, you can stop any of these payments by contact us at the phone number or email address listed in the “How to Contact Us” section of the Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

(ii) If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when such payment will be made and how much it will be. You may choose to

instead get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(iii) If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(f) Liability. If we do not complete an Electronic Funds Transfer to or from your account on time or in the correct amount according to the Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over your credit limit; (iii) if the equipment or system was not working properly and you knew that when you started the transfer; (iv) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (v) if Parteu does not complete a transfer due to a reasonable belief the transfer is unauthorized or illegal; (vi) your Customer Account is closed or inactive; or (v) to the extent permitted by applicable law.

(g) Periodic Statements. You will get a monthly account statement (unless there are no transfers in a particular month). In any case, you will get an account statement at least quarterly.

(h) Fees. To the extent allowed by applicable law, fees for Electronic Fund Transfers via the Services are subject to change from time to time in Parteu's sole discretion.

6.4 Confidentiality. We will disclose information to third parties about your Parteu Account or the transactions you make: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Parteu Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us written permission; or (v) to the extent permitted by our Privacy Policy and applicable law.

6.5 Business Days. For purposes of this section, our business days are Monday through Friday, excluding holidays.

Attachment B

Additional and Alternative Terms – European Union

If you are a user of the Services and reside in or are organized under the laws of the European Union, the below additional or, where indicated, alternative (i.e., instead of the terms and conditions set out above) terms and conditions apply to your access and use of the Services ("**Europe Addendum**"). To the extent of any conflict between the terms of this Europe Addendum and the terms of the Agreement, this Europe Addendum will supersede and control to the extent of such conflict.

1. SERVICES

1.1 General. Parteu partners with licensed virtual currency exchange operators. We are not licensed to provide payment services or issue electronic money for the purposes of the laws of any EU Member State implementing the EU Payment Services Directive (Directive (EU) 2015/2366) or the EU Electronic Money Directive (Directive 2009/110/EC) (together the "**Payments Regulations**") and the Services provided by us do not include the foregoing. Furthermore, your Parteu Account does not constitute a payment account for the purposes of the Payments Regulations.

1.2 Bank Services. Your Fiat Currency and Digital Assets will be held in an omnibus custodial account ("**Omnibus Account**") provided by one or more third party financial institutions (each, a "**Bank**"), in the case of Fiat Currency, and third party custody providers (each, a "**Custodian**"), in the case of Digital Assets. Each Omnibus Account is in Parteu's name and control; separate from Parteu's business,

operating and reserve bank account; and established for the benefit of Parteu's customers, such as you. You acknowledge and agree that Omnibus Accounts do not create or represent a relationship between you and any Bank or Custodian. Your rights in our Omnibus Account are limited to the specific amount of Fiat Currency in your Fiat Account and Digital Assets in your Digital Asset Account. We are not responsible or liable for, and make no representation or warranty, the services provided by a Bank or Custodian. A Bank or Custodian may have additional terms and conditions, which you must agree to in order to receive the applicable Services in the European Union. We are not liable for any damage or loss caused or alleged to be caused by or in connection with your access or use of any services provided by a Bank or Custodian. Banks do not act as custodians for Digital Assets, and are not involved in Digital Asset exchange activities.

1.3 Fiat Currency Transactions. You may transfer or receive supported Fiat Currencies into your Fiat Account via the Services. The Fiat Currency held in your Fiat Account may be eligible to be used to: (i) convert such Fiat Currency into another supported Fiat Currency; or (ii) purchase supported Digital Assets. Fiat Currency may be added to your Fiat Account through various ways, such as ACH or wire transfer or through credit or debit cards. Transferred Fiat Currency will be reflected in your Fiat Account after a Bank receives such Fiat Currency. Any Fiat Currency held by us is solely to support your Digital Asset Transactions. We do not support banking, payment or electronic money services.

1.4 Digital Asset Transactions. You may transfer or receive supported Digital Assets into your Digital Asset Account via the Services. We may use shared blockchain addresses to hold Digital Assets on behalf of our customers, and we have no obligation to create segregated blockchain addresses to hold your Digital Assets. The Digital Assets held in your Digital Asset Account may be eligible to be used to purchase supported Fiat Currency or other Digital Assets. When you place an order to purchase or sell a supported Digital Asset in exchange for a supported Fiat Currency, you agree to purchase or sell, as applicable, such Digital Asset at the price quoted on the Platform in exchange for the applicable amount of Fiat Currency.

1.5 Transfers and Receiving Funds. With the exception of withdrawals of Fiat Currency or Digital Assets to a Linked Account or Wallet in your name, you are not permitted to: (i) use the Services to transfer Fiat Currency or Digital Assets to another account (whether to another user's Parteu Account or your or a third party's non-Parteu account or blockchain address); or (ii) receive payments sent by another account (whether from another user's Parteu Account or your or a third party's non-Parteu Account) into your Parteu Account.

1.6 Exchange Rates; Transaction Fees. Parteu will determine in its sole discretion the exchange rates that apply between pairs of supported Fiat Currencies and/or Digital Assets. Parteu may modify the exchange rates from time to time and will use reasonable efforts to display to you the then-current exchange rate prior to you initiating a transaction. You acknowledge and agree that the exchange rate set by Parteu may not reflect the market price and may include a premium. Parteu reserves the right to charge a transaction fee in connection with your transactions through the Services.

1.7 Instructions. Your Parteu Account is directed by you. You hereby appoint Parteu or Bank, as applicable, as your agent to carry out the instructions you send via the Services. You are responsible for ensuring your instructions are accurate and complete, including any payment information you provide in connection with your instructions. Once you submit an instruction, we may not be able to reverse it and the resulting transaction. We will not be liable for complying with your instructions.

2. GOVERNING LAW

2.1 The Agreement, including this Europe Addendum, is governed by the laws of England, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the Courts of England and Wales.

3. CONSUMER RIGHTS

3.1 This section only applies to you if you are a “consumer” (i.e., you use the Services as an individual (not on behalf of an organization) and mainly for non-business purposes). If there is any conflict between this section and the rest of the Agreement or this Europe Addendum, the terms of this section will apply instead of the conflicting terms in the rest of the Agreement or the Europe Addendum.

3.2 Complaints, Disputes and Governing Law. *This section applies instead of the “Governing Law” sections elsewhere in the Agreement, which do not apply.*

(a) If you have a complaint or would like to raise any issue with us, please contact us using the details listed in the “How to Contact Us” section of the Agreement, and we will review and respond. You can also bring proceedings in relation to any complaint, issue or dispute in the courts, to certain alternative resolution bodies or, if you reside in the European Union, to the European Commission Online Dispute Resolution platform for online resolution (accessible [here](#)).

(b) The Agreement, including this Europe Addendum, and any issue, claim or dispute between you and us that arises out of it (or otherwise relating to the Services) is governed by the laws of England. However, any additional, mandatory consumer rights and protections that you are entitled to under the laws of the country in which you reside will also apply.

3.3 Disclaimers. *This section applies instead of the “Disclaimer” section elsewhere in the Agreement, which does not apply.*

(a) Except for the commitments we make in the Agreement and subject to any rights or conditions implied by applicable law, we do not promise or guarantee that the Services will meet any specific requirements or specifications. It is your responsibility to check whether the Services meet your purposes or needs.

(b) We do not promise or guarantee that the Services will be compatible or capable of operating with any particular other application, system or device.

(c) While we will make reasonable efforts to keep the Services online, including where any of the events we refer to in the “Right to Use Services” section of the Agreement occur, we do not promise or guarantee that the Services will be uninterrupted or always accessible and do not accept liability for any losses you suffer due to such interruptions or inaccessibility.

(d) We are not responsible for any losses you suffer as a result of you having insufficient funds in your account to complete a transaction, or if we refuse to provide the Services if doing so would put us in breach of applicable law (e.g., where we have reasonable grounds to suspect that the Services are being used for fraud).

(e) While we take reasonable steps to protect the security of the Services, the use of the internet and digital services carries certain risks and we cannot guarantee to eliminate these; you should take steps to protect the security of your systems and data while using the Services, including the use of up-to-date antivirus software.

3.4 Limitations of Liability. *This section applies instead of the “Limitations of Liability” and “Indemnification” sections elsewhere in the Agreement, which do not apply.*

(a) We don’t exclude or restrict our liability in any way that would be unlawful (including our liability for any death or personal injury caused by our negligence, or for any fraud or fraudulent misrepresentation by us). The exclusions and limitations below are all subject to this statement.

(b) To the extent permitted by applicable law, our total liability to you under the Agreement including for any issues, claims or disputes relating to the Services, will be limited to the greater of: (i) one hundred

dollars (\$100.00); or (ii) the amount you paid us, if any, in the past six (6) months for the Services (or offerings purchased on the Services).

(c) We are not responsible for loss or damage that is not ‘foreseeable’, and we do not accept liability for such loss or damage. Loss or damage is ‘foreseeable’ if either it is obvious that it will happen or if, at the time you enter into the Agreement, both you and we are aware that it might occur.

3.5 Suspension and Termination. *This section applies instead of the “Termination of License and Your Account” section elsewhere in the Agreement, which does not apply.*

(a) Suspension and Termination by Us for Cause. We may suspend or terminate your access to the Services (and terminate the Agreement) immediately by providing you with notice, if you: (i) fail to comply with the “Eligibility” and “Verification; Other information” sections of the Agreement (e.g., because you are not an eligible user or you fail to provide required verification information); (ii) fail to comply with the “Restrictions” section (by using the Services in breach of those restrictions); or (iii) breach any other material term of the Agreement, provided that where it is reasonable to do so we will notify you and give you an opportunity to rectify the breach before any termination. We may also suspend or terminate your access to the Services (and terminate the Agreement) immediately by providing you with notice, where reasonably necessary to: (i) protect the security of the Services, our data and systems, or users (or their data or systems); or (ii) comply with any applicable law. We will cease any suspension of the Services as soon as reasonably practicable after the trigger for the suspension ceases to apply.

(b) Termination by Us Without Cause. We may terminate your access to the Services and the Agreement without cause, by providing you no less than thirty (30) days’ notice.

(c) Termination by You. You may cease to use the Services and close your Parteu Account at any time, by providing us no less than thirty (30) days’ notice. In this case, the Agreement will automatically terminate on the date that your Parteu Account is closed.

(a) Effect of Suspension or Termination on Subscription Payments. Where we suspend or terminate the Services and/or the Agreement other than as a result of your breach, we will issue a pro-rated refund of any subscription payments you paid in advance that relate to the period of suspension or the period following termination (as applicable).

(b) Other Effects of Termination. Upon termination of the Agreement, you will not have any further use of or access to the Services. Termination does not relieve you of your responsibility to pay amounts owed to us or others. All sections which by their nature should survive the termination of this Agreement will continue to apply following the termination date. If we terminate the Agreement as a result of your breach of the Agreement (as described in sub-section (a) above), you are prohibited from re-registering for the Services under a different name.