

**MONEYGRAM SOFTWARE SERVICES, INC.
NON-CUSTODIAL WALLET USER AGREEMENT**

Effective as of date: August 7, 2024

You (“**User**” or “**you**”) agree and understand that by creating a wallet, you are entering into this User Agreement (“**Agreement**”) with MoneyGram Software Services, Inc. (“**MSSI**,” “**we**,” “**us**,” or “**our**”), a Delaware corporation.

BY ACCESSING, USING, OR ATTEMPTING TO USE THE SERVICES (DEFINED BELOW) IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU ACCEPT AND WILL BE BOUND BY THE TERMS OF THIS AGREEMENT.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION (SECTION 12) THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION BELOW ENTITLED “ARBITRATION AND WAIVER OF CLASS REMEDY AND JURY TRIAL.”

We may indicate that different or additional agreements, terms, conditions, guidelines, policies, or rules apply in relation to some of our Services (“**Additional Agreements**”). Any Additional Agreements become part of your agreement with us if you use the applicable Services, and if there is a conflict between this Agreement and the Additional Agreements, the Additional Agreements will control for that conflict.

We may make changes to this Agreement. The “**Effective as of**” date above indicates when this Agreement was last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of this Agreement. Unless we say otherwise in our notice, the amended Agreement will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Agreement, you must immediately stop using our Services.

THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. YOU ARE ENCOURAGED TO SEEK INDEPENDENT ADVICE. IF YOU HAVE ANY GENERAL QUESTIONS, YOU SHOULD CONTACT DIGITALSUPPORT@MONEYGRAM.COM.

1. Disclosures

YOU HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- The USDC (as defined below) in your Wallet (as defined below) is held by you and is not held by MSSI. MSSI is not responsible for the USDC in your Wallet. MSSI is not involved in the purchase, sale, or custody of USDC.
- Nothing in this Agreement is intended to create custodial arrangement, agency, or trusteeship.
- The information provided in connection with the Services (as defined below) does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and should not be treated as such.
- It is your responsibility to determine whether you are subject to laws specific to your jurisdiction or otherwise that apply to and/or restrict your use of the Services including transactions involving the Network, other users, or any Anchor (as defined below) including, but not limited to, any restricted activities, registration or reporting obligations.

2. Assumption of Risk

YOU ACCEPT AND ACKNOWLEDGE:

- MSSI does not control the Network (as defined below) that you are interacting with, and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on the Network.
- Transactions on the Network are irreversible, and MSSI has no ability to reverse any transactions on the Network.
- There are risks associated with using the Internet and blockchain-based products including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your Wallet. You accept and acknowledge that MSSI will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Services or the Network, however caused.
- USDC is not legal tender or backed by the government, and Wallets containing USDC, and any associated value balances, are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. MSSI is not responsible for determining, withholding, collecting, reporting, or remitting any taxes that arise from your use of the Services.
- The regulatory regimes governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the Network's development and continued operation, your use of the Services, and the use, transfer, exchange, and value of USDC.
- Some USDC transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction.
- The value of USDC may be derived from the continued willingness of market participants to exchange fiat currency for USDC. A lack of use or public interest in the creation and development of distributed ecosystems or USDC could negatively impact the value and market for USDC.

3. The Services

- Services.** MSSI provides User access to a mobile software application (the “**App**”) that functions as an interface to a non-custodial digital wallet (“**Wallet**”), which allows you to store, track, and transfer U.S. Dollar Coin (“**USDC**”), a fiat-backed stablecoin issued by Circle on the Stellar blockchain network (“**Network**”) (the “**Services**”).
- Changes to Services and Additional Agreements.** MSSI reserves the right to modify our Services or to suspend or terminate all or part of our Services at any time. We also reserve the right to charge, modify, or waive any fees required to use the Services. You have the right to stop using our Services at any time, and you may terminate this Agreement by ceasing use of our Services. We are not responsible for any loss or harm related to your inability to access or use our Services. Additional Agreements may also apply, including those related to Affiliate Services described in Section 7 below.
- Privacy Statement.** For information regarding how we use, share, and safeguard your personal information, please see our Privacy Statement available at <https://www.moneygram.com/intl/privacy-center>. By agreeing to this Agreement, you also agree to our Privacy Statement, which is incorporated herein by reference.

4. Eligibility and Use of the Services

- User Account Registration.** To use the Services, you will need to first register for an account with MSSI (“**User Account**”). To register for a User Account, you must: (i) provide complete and accurate information

as requested by MSSl from time to time; (ii) meet the eligibility requirements (as set forth in Section 4.b); and (iii) successfully complete identity verification procedures (as further described in Section 4.c).

- b. Eligibility and Use of the Services.** The Services are intended solely for users who are eighteen (18) years of age or older and have the capacity to enter into this Agreement and will be legally bound by the terms and conditions of this Agreement, as amended from time to time, and are not barred from using the Services under any applicable law. If you are under the age of eighteen (18), then you are not permitted to use the Services. By accessing and using the Services, you represent and warrant that you are eighteen (18) years of age or older.

You may only use our Services for personal, family, or household purposes, and expressly excluding any commercial use. YOU MAY ONLY USE THE SERVICES FOR A LAWFUL PURPOSE, AND MAY NOT USE THE SERVICES (A) FOR ESCROW, TRUST, OR GAMBLING PURPOSES, (B) TO SEND USDC ON BEHALF OF A THIRD PARTY, (C) TO PAY FOR INTERNET PURCHASES, (D) TO SEND USDC TO ANYONE YOU DO NOT KNOW, OR (E) FOR THE SALE OR PURCHASE OF TOBACCO OR TOBACCO RELATED PRODUCTS INCLUDING, BUT NOT LIMITED TO, CIGARETTES, CIGARS, CHEWING TOBACCO, HERBAL CIGARETTES, HOOKAH OR SHISHA MOLASSES PRODUCTS THAT CONTAIN TOBACCO, NICOTINE INHALERS/SPRAYS, OR ELECTRONIC OR SMOKELESS CIGARETTES.

You may not use the Services if you are a resident of any jurisdiction in which (i) MSSl is not authorized to provide the Services, (ii) the United States has embargoed goods or services, (iii) where your use of the Services would be illegal or otherwise violate any applicable law of such jurisdiction of the United States (“**Restricted Jurisdiction**”). You represent and warrant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users. You hereby represent and warrant that you will not use the Services even if our methods to prevent you from registering an account or using the Services are not effective or can be bypassed. We may implement controls to restrict access to the Services from any Restricted Jurisdiction.

We make no claims that the Services are appropriate for or may be legally accessed outside of the United States. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with the applicable laws of the country or jurisdiction where you may be located. You may not use or export any content of the App or MSSl website or any website affiliated therewith (the “**Sites**”) in violation of U.S. export laws and regulations or any other U.S. or foreign federal, state, or local statute, rule, or regulation. The Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. We make no representations that the Services are appropriate for use in all locations, or that the transactions, products, financial instruments, or services indicated or discussed on the Sites are available or appropriate for sale or use in all jurisdictions, countries, or by all investors or counterparties. By accessing or using our Services, you consent to the processing, transfer, and storage of information about you in and to the United States, where you may not have the same rights and protections as you do under local law.

You represent and warrant that you satisfy all eligibility requirements set forth in this Agreement or otherwise stated by MSSl in connection with the Services. We may, in our sole discretion, refuse to grant

you access to the Services and/or suspend or terminate your access to the Services if you do not satisfy (or no longer satisfy) one of the eligibility requirements listed herein.

- c. **Identity Verification.** In an effort to combat money laundering activities and the funding of terrorism, MSSI may obtain, verify, and record information that identifies each person who applies to create a Wallet.

As part of your User Account application, and in connection with access to your seed phrase as described in Section 5.d, we may ask you to provide to us, or a third-party service provider, personal information, such as your name, street address, date of birth, and other information that will allow us to identify you. Upon your submission of any identifying information to us, you represent and warrant that any and all information is accurate and complete to the best of your knowledge. We may also request a copy of your driver's license or other identifying documents or information at any time. We may ask that that you present such materials to us in person at a physical location. Notwithstanding any provision herein to the contrary, we may obtain information about you from your mobile carrier or data providers authorized by your mobile carrier or other third -party sources, in order to verify your identity, administer your User Account, or identify and/or prevent fraudulent activity. You authorize your mobile carrier and their data sources to provide your account/subscriber information to us including (if applicable) your name, address, email, and device data for these purposes. We reserve the right to take any and all lawful steps that we deem necessary or appropriate in order to verify the information you provide including, but not limited to, obtaining consumer reports. If you refuse or fail to provide the requested information, or if we are unable to verify the information you provide and/or verify your identity to our satisfaction, MSSI, in its sole discretion, reserves the right to decline to create a Wallet for you, to provide you with access to the Services, and/or to discontinue your access to or use of any previously-established Wallet or any Services at any time.

5. The Non-Custodial Wallet

- a. **Stellar Address.** Using the App, you may create a Wallet. The Wallet allows you to store, track, and transfer to other Users the USDC associated with a public key on the Network, commonly referred to as a public address (the "**Stellar Address**"). Your Wallet will store the private key associated with your Stellar Address (the "**Device Key**"). At the time your Wallet is created, the Device Key will be generated and stored within the physical encryption component (e.g., iCloud Keychain for iOS and Keystore for Android) of your personal device. The unencrypted Device Key will never be accessible to you or any other person, including MSSI. However, you will be able to use the Device Key, via your Wallet, to sign and broadcast transactions to the Network.
- b. **Transfers.** Your Device Key is needed to sign and effect transfers of USDC from your Stellar Address. Once the Network recognizes the transaction information you send from your Wallet and validates it, the information is broadcasted to other participants in the Network. Once submitted to the Network, a transfer cannot be canceled or reversed by you or MSSI.

The App provides an interface of buttons, links, and other features that allow you to automatically generate, sign, and submit transfers to the Network. The Wallet will use your Device Key to sign the transfer that you initiate via the App. You cannot cancel, reverse, or change the transfer. The transfer may be suspended, delayed, redirected, reversed, or canceled at any time for any reason or no reason by the Network. You acknowledge that MSSI bears no responsibility or liability resulting from any such suspension, delay, redirect, reversal, or cancellation.

The App serves as the exclusive means by which you may access your Wallet, unless you have requested your seed phrase. When using the App, Users may only send and receive USDC with other MSSI-approved Wallets. If the recipient's address or phone number is not associated with another MSSI-approved Wallet, the USDC sent will remain in your Wallet until MSSI has permitted the recipient to create and access their

own wallet and subsequently accept the transfer. Until the recipient accepts the transfer, you may cancel the transfer and recall the USDC. Sending and receiving USDC is at your sole risk, and we assume no responsibility for the underlying transaction of USDC, or the actions or identity of any transfer recipient or sender. Disputes regarding funds are between you and the sender or recipient of USDC.

- c. **Recovery Key Services.** Upon the creation of your Device Key, MSSl will also generate a separate private key for recovery purposes (the “**Recovery Key**”), which will be broken into two portions and distributed. One Recovery Key will be distributed to MSSl (“**Recovery Key A**”) and another to Sunship, Inc. (“**Sunship**”), a key recovery service provider (“**Recovery Key B**”).

The Recovery Key will have a “weight” of 20, and each Recovery Key will have a weight of 10. The Recovery Key may only sign and effectuate a recovery transfer when MSSl and Sunship combine Recovery Key A and Recovery Key B. Neither MSSl nor Sunship will possess sufficient credentials to take any unilateral action with respect to your Wallet or Stellar Address. We will never take action to recover your Wallet or Stellar Address unless we receive a request for action that we reasonably believe was submitted by you, which we may confirm by a phone number or email that you have previously linked to your Wallet. The Recovery Key Services may not function reliably, accurately, securely, or effectively, and we or Sunship may lose or otherwise be unable to provide or use Recovery Key A or Recovery Key B at any time for any reason.

By using the Wallet, you grant MSSl the right to register your Wallet with two recovery servers, each under the control of MSSl and Sunship, to transfer your Wallet to a new personal device or otherwise recover access to your Wallet (“**Recovery Key Services**”). When you register for the Recovery Key Services for your Wallet, you must agree to create a separate account with, and be bound to the terms and conditions of Sunship. The Sunship terms and conditions are available here <https://vibrantapp.com/terms/key-recovery-services-terms-of-service> and <https://vibrantapp.com/terms/privacy-policy>. Other Recovery Key Service providers (“**RKSPs**”) may be made available in the future, but you will not be automatically enrolled in any RKSP service without your prior consent.

- d. **Access to Seed Phrase; Restrictions on Your Use of Services After Access to Seed Phrase.** You will have access to your seed phrase. With your seed phrase, you will be able to view and transfer USDC from the Stellar Address associated with your Wallet to a non-MSSl Stellar Address. Prior to accessing your seed phrase, MSSl may require you to take certain steps to verify your identity, as described in Section 4.c. **HOWEVER, IF YOU ELECT TO ACCESS YOUR SEED PHRASE, YOUR USE OF THE SERVICES WILL BE RESTRICTED THEREAFTER. YOUR USER ACCOUNT WILL BE SUSPENDED AND YOUR ACCESS TO THE APP WILL BE REVOKED, AND THE RKSPS WILL NO LONGER MAINTAIN THE RECOVERY KEYS ON YOUR BEHALF. THE ONLY MEANS BY WHICH YOU MAY SEND AND RECEIVE THE USDC ASSOCIATED WITH YOUR STELLAR ADDRESS WILL BE THROUGH YOUR SEED PHRASE. YOU ARE SOLELY RESPONSIBLE FOR RECORDING AND MAINTAINING YOUR SEED PHRASE. IF YOU LOSE YOUR SEED PHRASE YOU WILL LOSE ACCESS TO ANY AND ALL ASSETS ASSOCIATED WITH YOUR STELLAR ADDRESS.**
- e. **Security of Credentials.** You are solely responsible for maintaining the security of your Wallet and control over the Device Key, seed phrase and other credentials associated with your Wallet (the “**Credentials**”), and any devices storing such Credentials. You are responsible for monitoring your Wallet and the use of your Credentials (including unauthorized activities). You are responsible for anything that happens using your Wallet—with or without your permission. If you discover an issue related to your Wallet, please contact us. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, MSSl IS NOT RESPONSIBLE FOR ANY LOSS OR ACTIVITY THAT RESULTS FROM THE UNAUTHORIZED USE OF YOUR WALLET.**
- f. **Supported Assets.** User acknowledges that only USDC may be maintained and transferred using the Wallet. MSSl may, in its sole and absolute discretion, allow Users to maintain and transfer other types of digital assets in the future. **UNDER NO CIRCUMSTANCES SHOULD YOU SEND DIGITAL ASSETS OTHER THAN USDC TO A WALLET. IF YOU ATTEMPT TO SEND A TYPE OF DIGITAL ASSET TO A WALLET THAT IS NOT USDC,**

SUCH DIGITAL ASSET(S) MIGHT BE IRRETRIEVABLY LOST OR DESTROYED. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, MSSI WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOST OR INACCESSIBLE DIGITAL ASSETS.

- g. Fees.** MSSI may charge you certain fees or amounts in connection with your use of the Wallet (collectively, the “**Wallet Fees**”). By using the Wallet, you agree to pay all applicable Wallet Fees. MSSI reserves the right to adjust the Wallet Fees at any time and will post changes to the Wallet Fees on its website <https://moneygramwallet.app> and communicate such changes to you via email.

6. License Grant

- a. License Grant.** User is hereby granted a limited, nonexclusive, nontransferable, revocable, non-sublicensable license, subject to the terms and conditions of this Agreement, to access and use the Services, any other related mobile phone applications and websites, content, materials, and information (collectively, the “**Content**”) solely for approved purposes as permitted herein. Any other use of the Services or Content is expressly prohibited and all other rights, title, and interest in the Services or Content is exclusively the property of MSSI or its respective licensors. User agrees it will not copy, transmit, distribute, sell, license, reverse engineer, decompile, modify, publish, or participate in the transaction or sale of, create derivative works from, or in any other way exploit any of the Services or Content, in whole or in part.
- b. Trademarks.** “MoneyGram,” “MoneyGram Online,” “MoneyGram,” “MSSI,” “MoneyGram Wallet,” and all names, logos, or slogans related to the Services or Content or displayed on the Sites are registered trademarks or are otherwise protected intellectual property of MSSI or its licensors. User may not copy, imitate, or use such intellectual property without MSSI’s prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned in the Services are the property of their respective owners and may not be used without permission of the applicable trademark holder. Reference to any products, services, processes, or other information, by name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by MSSI.

7. Affiliate and Third-Party Services

- a. Affiliate Services.** You may use your Wallet in connection with one or more services offered by our affiliates (“**Affiliate Services**”), including MoneyGram International (“**MoneyGram**”) and MoneyGram Payment Systems, Inc. (“**MPSI**”). The Affiliate Services may enable you to purchase or sell USDC via MoneyGram Access and at participating MoneyGram locations. MSSI does not have control over, nor is MSSI responsible for, the Affiliate Services. If you decide to access or use the Affiliate Services, you do so subject to applicable terms and conditions of use.
- b. Third-Party Materials.** The Services may rely on or interoperate with third-party products and services including, without limitation, websites, data storage services, communications technologies, IoT platforms, third-party app stores, and Internet and mobile operators (collectively, “**Third-Party Materials**”). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services. You acknowledge that (a) the use and availability of the Services are dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operate.
- c. Links to Other Sites.** The Sites may contain links to other websites which are not under the control of MSSI. MSSI is not responsible for the contents or transmission of any website to which a link is provided. Links do not imply that MSSI endorses any such websites and MSSI does not make any representation that they are error- or virus-free. The disclaimer of warranties below also applies to any linked website.

- d. **Anchors.** Your use of the Wallet enables you to interact with Anchors, including Circle, on the Network. An “Anchor” is a participant on the Network that: (a) issues digital assets on the Network that are tied to the value or ownership of a real currency or other real-life asset—e.g., a dollar-denominated token (i.e., stablecoin); and (b) offers eligible persons the ability to convert between a real currency or asset and its correlated digital asset. Any services provided by an Anchor that you can access from within the Wallet, such as the ability to convert between real currency and digital assets denominated in real currency, are the sole responsibility of such Anchor, and not MSSI. Your use of any such Anchor services will be subject to the terms and conditions specified by the Anchor. MSSI makes no representations, warranties, or endorsements regarding the services of any Anchor, and MSSI expressly disclaims responsibility for any such services. You accept that there are risks with using the services of an Anchor including, without limitation, risks related to loss of funds, loss of access to digital assets, unavailability of relevant Network functionality, software bugs or errors in the Anchor’s services, inability to purchase, redeem, or convert digital assets, and risks related to the use or storage of any data or information you share with the Anchor. MSSI is not responsible for any loss or delay in accessing your digital assets when such loss or delay occurs in connection with an Anchor’s services. We (or the Anchor) may cap the maximum amount of USDC that you may convert via an Anchor’s services accessed through the Wallet, and we (or the Anchor) may increase or decrease this cap in our sole discretion without notice to you.

8. Prohibited Conduct

You will use the Services only for lawful purposes and in accordance with the terms of this Agreement and any user guidelines we may publish. You are solely responsible for any and all acts and omissions that occur with regard to your use of the Services. Further, you will not, in connection with our Services:

- use the Services to defraud, threaten, harass, stalk, spam, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- act, or fail to act, in your use of Services, in a manner that violates any applicable federal, state, local, or international law or regulation including, without limitation, any laws regarding the export restrictions or economic sanctions;
- provide information that MSSI is unable to verify or is otherwise false, inaccurate, or misleading;
- send, upload, download, or knowingly receive, use, or re-use any material which, in MSSI’s discretion, is abusive, inappropriate, or otherwise does not comply with the terms of this Agreement;
- scrape or collect information from the Services, including about others, without prior consent from us;
- attempt to disrupt, interfere, damage, or gain unauthorized access to any parts of the Services or any other computer network, server, computer, or database connected to the Services including, without limitation, the Network;
- impersonate or attempt to impersonate another person or entity including another user, MSSI, a MSSI employee, or an agent;
- disseminate, store, or transmit viruses, scareware, Trojan horses, or other malicious code or program;
- use the Services to engage in or support any phishing, spoofing, or similar attack;
- use the Services to engage in, fund, or otherwise support fraudulent or unlawful activity including, but not limited to, funding terrorism, money laundering, or unlawful money transmission or currency exchange;
- engage in any abusive conduct including, but not limited to, farming of accounts or digital assets;
- use our Services for the development of any software program including, but not limited to, training a machine learning or artificial intelligence (AI) system;
- link to any online portion of the Services in a manner that damages or exploits, in our sole discretion, our reputation or suggests any form of association, approval, or endorsement by MSSI;
- engage in any disruptive behavior or conduct that restricts or inhibits anyone’s use or enjoyment of the Services; or
- engage in any other activity deemed by MSSI to be in conflict with the spirit or intent of the terms of this Agreement or that, as determined by us, may harm or expose liability to MSSI or Users of the Services.

Enforcement of this Section is solely at MSSI's discretion, and failure to enforce this Section in some instances does not constitute a waiver of our right to enforce it in other instances.

9. Contact Details, Error Resolution, and Customer Service Information

- a. **Customer Support.** We are committed to ensuring that you receive high -quality service from us. In the event that you are dissatisfied with the Services or believe an error has occurred with your Wallet, please contact us as soon as possible. For full details of our complaint's procedure or customer protection advice, or to submit a complaint, comment, or question, you can email us at digitalsupport@moneygram.com.
- b. **Feedback.** User agrees that any feedback or ideas it provides to MSSI regarding the Content or the Service or any suggested improvements thereto (collectively, "**Feedback**") is voluntary and will be the exclusive property of MSSI, which MSSI may use for any purpose without obligation of any kind. To the extent User owns any rights in Feedback, User hereby assigns to MSSI all right, title and interest in and to Feedback. User agrees to perform all acts reasonably requested by MSSI to perfect and enforce such rights.
- c. **Downtime.** From time to time due to technological factors, scheduled software updates and/or the performance of other maintenance, as well as factors beyond or within our control, the Sites, the App, and/or other Services may be temporarily interrupted ("**Downtime**").
- d. **Notifications.** From time to time you may receive via the App or e-mail an "Urgent Notification", "Important Notification" or other notification to alert you to various issues related to the Sites, App, and/or other Services.

10. Suspension, Termination, and Cancellation

- a. **In General.** MSSI may suspend, restrict, or terminate User's access to the Services (or any portion thereof) if: (1) MSSI is so required by a subpoena, court order, or binding government order; (2) MSSI reasonably suspects you of using your Wallet in connection with prohibited conduct described in Section 8; (3) use of the Wallet is subject to any pending litigation, investigation, or government proceeding or MSSI perceives a heightened risk of legal or regulatory non-compliance associated with Wallet activity; (4) MSSI's service partners are unable to support your use; (5) MSSI determines, in good faith, that the data, software, technology or other intellectual property used to provide the Services is not commercially satisfactory in terms of legality, quality, volume, availability or significance, or the Services (in MSSI's good faith determination) become unlawful, subject to a third party claim or are to be otherwise discontinued, (6) you do not respond promptly and fully to any request by MSSI for additional information related to you; or (7) you take any action that MSSI deems as prohibited conduct described in Section 8. User acknowledges that if you attempt to access the Wallet from a jurisdiction subject to certain U.S. sanctions or if User is ordinarily a resident in such a jurisdiction, or if MSSI believes that you are attempting such access or has become a resident in such a jurisdiction, MSSI may restrict your access to the Services. User authorizes MSSI to suspend any pending transactions made with the App at the time of such suspension or termination of Services and User agrees that MSSI will not be liable for any losses that User may suffer as a result.
- b. **Other Court Orders or Legal Process.** If we are notified of a court order or other legal process affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law, we may be required to take certain actions, including suspending your use of the Services. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your Wallet. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than one hundred eighty (180) days.

11. Indemnification; Disclaimer and Limitation of Liability

- a. **Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless MSSI, its shareholders, subsidiaries, affiliates, directors, officers, employees, agents, representatives, suppliers, and subcontractors from any and all losses, liabilities, claims, demands, judgments, and expenses including, but not limited to, reasonable attorneys' fees ("**Actions**"), arising out of or in any way connected with: (a) your access to or use of the Services; (b) your Feedback; (c) your breach of this Agreement; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with the Services. MSSI will have control of the defense or settlement, at MSSI's sole option, of any third-party Actions.
- b. **Computer Viruses.** MSSI is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect User's mobile phones, computers or other equipment, or any phishing, spoofing, or other cyber-attack. MSSI advises the regular use of a reputable and readily available virus screening and prevention software and regular software updates. User should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks, and User should use care in reviewing messages purporting to originate from MSSI.
- c. **Connection Limitations.** Wireless network coverage and Wi-Fi network speed varies by provider and geographic location. MSSI is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access the App or for the privacy or security of any wireless or Wi-Fi service. Use only reputable service providers and check with our wireless or Wi-Fi service provider for information about its privacy and security practices. It is possible that a wireless connection can be interrupted, or that a feature, function or Service may not be available when using the App or is disabled, when attempting to conduct a transaction using your Wallet. Should this happen, review your Stellar Address' transaction history to verify the status of the attempted transaction when you return to an area of wireless coverage of Wi-Fi access.
- d. **Site Accuracy.** Although MSSI intends to provide accurate and timely information via the Sites, Content and Services, the Sites, Content and Services may not always be accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding MSSI's policies, products, Sites, Content and Services. Accordingly, User should verify all information before relying on it, and all decisions based on information contained in the Sites, Content or Services are User's sole responsibility and User is liable for such decisions. Links to third-Party content (including without limitation Sites) may be provided as a convenience but are not controlled by MSSI. To the maximum extent permitted by law, MSSI disclaims all liability in the event any Content, commentary, analysis, or opinions prove to be inaccurate, incomplete or unreliable, or result in any investment or other losses. User's use of the Content or third-party content linked from the Internet is at its own risk.
- e. **LIMITATION OF LIABILITY.** UNLESS APPLICABLE LAW REQUIRES OTHERWISE, YOUR EXCLUSIVE AND MAXIMUM REMEDY AGAINST MSSI WILL NOT EXCEED THE GREATER OF \$50 OR WALLET FEES PAID, IF ANY, IN THE TWELVE MONTHS BEFORE YOUR CLAIM AROSE. NO OTHER REMEDY IS AVAILABLE TO YOU INCLUDING, BUT NOT LIMITED TO, ANY REMEDY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS APPLY WHETHER YOUR CLAIM ARISES DUE TO MSSI OR ITS AGENTS' NEGLIGENCE, OTHER FAULT, ERROR, OMISSION OR NON-PERFORMANCE. WE ARE NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY AFFILIATE, ANCHOR, SUNSHIP, INC., OR ANY OF THEIR SERVICE PROVIDERS OR THEIR DESIGNEES.
- f. WE WILL NOT BE LIABLE TO YOU: (A) FOR ANY DELAYS OR MISTAKES, OR ANY CLAIMS, LOSSES, OR DAMAGES, RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, PANDEMICS, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS, (B) FOR ANY CLAIMS, LOSSES, OR DAMAGES RESULTING FROM YOUR

FAILURE TO COMPLY WITH THIS AGREEMENT, COMMUNICATION SYSTEM FAILURES, OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM; AND (C) IF YOU ARE UNABLE TO COMPLETE A TRANSACTION FOR ANY REASON. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT OF MSSI OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

- g. DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MSSI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN ADDITION, MSSI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT (A) ACCESS TO THE SERVICES OR ANY PART THEREOF (INCLUDING THIRD-PARTY SERVICES DESCRIBED IN SECTION 7) WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THAT THE SERVICES OR ANY MATERIALS CONTAINED (INCLUDING THIRD-PARTY SERVICES DESCRIBED IN SECTION 7) THEREIN ARE ACCURATE, COMPLETE, RELIABLE, OR CURRENT; (C) THAT THE SERVICES (INCLUDING THIRD-PARTY SERVICES DESCRIBED IN SECTION C) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THAT THE SERVICES OR ANY OF THE MATERIALS CONTAINED THEREIN (INCLUDING THIRD-PARTY SERVICES DESCRIBED IN SECTION D) WILL MEET YOUR REQUIREMENTS, NEEDS, OR EXPECTATIONS. ADDITIONALLY, MSSI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LEGALITY OF THE SERVICES (INCLUDING THIRD-PARTY SERVICES DESCRIBED IN SECTION 7) FOR ANY USE CASE, OR THAT THE SERVICES (INCLUDING THIRD-PARTY SERVICES DESCRIBED IN SECTION 7) MAY MEET ANY REGULATORY AND COMPLIANCE NEEDS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING AND COMPLYING WITH ALL APPLICABLE LEGAL AND REGULATORY RESTRICTIONS, REPORTING OBLIGATIONS, AND OTHER REQUIREMENTS THAT MAY GOVERN YOUR USE OF THE SERVICES.

- h. Release.** MSSI is not a party to any agreement between you and other users. MSSI has no responsibility or liability for any disputes between you and other users. If such a dispute arises, you may seek to resolve it directly with such user. To the fullest extent permitted by applicable law, you release MSSI from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

12. Arbitration and Waiver of Class Remedy and Jury Trial

- a. **Arbitration.** UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO A TRANSFER, THE AGREEMENT, OR BREACH OF THIS AGREEMENT, INCLUDING STATUTORY CONSUMER CLAIMS, (EACH, A “**DISPUTE**”) SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“**AAA**”) UNDER ITS COMMERCIAL ARBITRATION RULES AND, WHERE APPROPRIATE, THE AAA’S SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (“**AAA CONSUMER RULES**”), BOTH OF WHICH ARE AVAILABLE AT THE AAA WEBSITE AT WWW.ADR.ORG. YOU UNDERSTAND THAT ABSENT THIS SECTION 12, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

THE DETERMINATION OF WHETHER A DISPUTE IS SUBJECT TO ARBITRATION, IF CONTESTED, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND DETERMINED BY A COURT RATHER THAN AN ARBITRATOR. YOUR ARBITRATION FEES AND YOUR SHARE OF ARBITRATOR COMPENSATION SHALL BE GOVERNED BY THE AAA RULES AND, WHERE APPROPRIATE, LIMITED BY THE AAA CONSUMER RULES. IF SUCH COSTS ARE DETERMINED BY THE ARBITRATOR TO BE EXCESSIVE, WE WILL PAY ALL ARBITRATION FEES AND EXPENSES. THE ARBITRATION MAY BE CONDUCTED IN PERSON, THROUGH THE SUBMISSION OF DOCUMENTS, BY PHONE OR ONLINE, AT YOUR ELECTION, SUBJECT TO THE DETERMINATION OF THE ARBITRATOR. IF IN PERSON, ANY ARBITRATION HEARING THAT YOU ATTEND SHALL TAKE PLACE IN THE FEDERAL JUDICIAL DISTRICT OF YOUR RESIDENCE.

- b. **RESTRICTIONS.** YOU AND WE AGREE THAT ANY ARBITRATION SHALL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW, (A) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS-ACTION PROCEDURES; AND (C) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. ANY DISPUTE MUST BE INITIATED WITHIN ONE YEAR AFTER THE COMPLAINING PARTY DISCOVERS THE FACTS THAT FORM THE BASIS FOR THE CONTROVERSY OR CLAIM, OR IT IS FOREVER WAIVED.
- c. **Exceptions to Arbitration.** The following Disputes (and only these Disputes) are not subject to the above provisions concerning binding arbitration and may be brought in any court having jurisdiction over the parties and subject matter: (a) any suit to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (b) any suit to seek temporary injunctive relief that will remain in place only until an arbitrator can determine whether the relief should be continued, modified, or removed.
- d. **Severability.** If any portion of this Section 12 is found illegal or unenforceable, that portion shall be severed, and the remainder of the Section 12 shall be given full force and effect.

13. Other Permitted Disclosures and Compliance with Legal Process

- a. **Other Permitted Disclosures.** We may share information concerning you and your Wallet: (i) with law enforcement, regulatory authorities, tax authorities, self-regulatory organizations officials, or other third parties when we are compelled to do so by a subpoena, court order, binding government order, examination, investigation or similar legal procedure, or when we believe in good faith that the disclosure of your information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate potential violations of this Agreement or any other applicable policies; (ii) with third parties, such as vendors, agents, contractors and our advisors (e.g., legal, financial, business or other advisors), in order to administer the Services, including to verify your identity; (iii) in connection with a merger, acquisition or other business combination; or (iv) as permitted or required by applicable law.
- b. **Legal Process.** You agree and understand that MSSl may comply with any restraining order, subpoena, warrant or other legal process, that MSSl in good faith believes to be valid. MSSl shall be under no obligation to contest the validity of any such document or process. MSSl may, but is not required to, notify

you of such process. MSSSI may charge you for associated costs, including attorneys' fees. User agrees that MSSSI may honor any legal process, regardless of the method or location of service.

14. Miscellaneous

- a. **Relationship between MSSSI and User.** MSSSI is an independent contractor for all purposes. Nothing in this Agreement will be deemed or is intended to be deemed, nor will it cause, User and MSSSI to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either User or MSSSI to be treated as the agent of the other.
- b. **Entire Understanding.** This Agreement constitutes the entire agreement between you and MSSSI regarding the use of the Services and supersedes any prior agreements between you and MSSSI to the extent that they might otherwise apply to the Services. Otherwise, any such other agreements remain in full effect in accordance with their terms. Unless otherwise inconsistent with relevant federal and state laws, this Agreement is governed by the laws of the State of Texas without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods, and you and MSSSI agree to submit to the exclusive personal jurisdiction and venue of the courts located in the City and County of Dallas, Texas, except as provided in Section 12 above regarding arbitration.
- c. **English Language Controls.** Any translations of this Agreement that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations in this Agreement are subject to definitions and interpretations in the English language.
- d. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.
- e. **Third-Party Beneficiaries.** You agree that each agent and service provider is a third-party beneficiary of this Agreement for purposes of indemnity and limitations on liability.
- f. **Headings.** The headings, captions, headers, footers, and version numbers contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- g. **Assignment.** You may not assign this Agreement to any other party. MSSSI may assign this Agreement or delegate any of its rights and responsibilities under this Agreement to third parties without notice to you.
- h. **Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, User Account cancellation, debts owed to MSSSI, general use of the Sites, disputes with MSSSI, and general provisions, will survive the termination or expiration of this Agreement.
- i. **Force Majeure.** MSSSI is not be liable for delays, failure in performance, or interruption of Service which result directly or indirectly from any cause or condition beyond its reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, embargoes, act of terrorists, civil disturbance, war, strike, or other labor dispute, fire, weather conditions, interruption, technical problems, hacking, spam, viruses or vandalism in telecommunications, Internet services, network provider or other infrastructure services, failure or other malfunction of equipment or software, breaches or failures by third parties, including banks, fiat currency conversion rate fluctuations, pandemics, epidemics, quarantines, other catastrophe, or any other occurrence which is beyond its reasonable control and does not affect the validity and enforceability of any remaining provisions.

- j. **No Waiver.** MSSI shall not be deemed to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and is signed by the party alleged to have waived. The delay or failure of MSSI to exercise or enforce any right or remedy in connection with this Agreement shall not constitute a waiver of such right or remedy or any other rights or remedies. A waiver on any occasion shall not be construed as a bar or waiver of any rights or remedies on any other occasion.