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Terms of Service and End User License Agreement

These Terms of Service (“**Agreement**”) are entered between the person or entity accepting this Agreement (“**Customer**”) with MNEE Pay LLC, a Delaware limited liability company with an address at 1000 North West Street, Suite 1200, Wilmington, DE 19801 (“**MNEE Pay**”) and governs your use of the Services as described below.

NOTICE: BOTH Customer AND MNEE Pay ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH Customer AND MNEE Pay ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. BOTH Customer AND MNEE Pay CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

MNEE Pay LLC does not communicate financial promotions to customers in the United Kingdom (UK). This location-based geo-control is intended to prevent customers, that could be identified as being in the UK, from accessing such promotions. This is supplemented by controls in the KYC/AML and onboarding process to ensure UK consumers (such as those giving a UK address or using a UK-based IP address) are not able to subscribe to products (incl. buying, selling or trading cryptocurrency) that are not intended to be promoted or sold in the UK.

1. DEFINITIONS

Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following terms shall have the following meanings:

- 1.1. “**Account**” means a unique account of Customer used to access the Platform.
- 1.2. “**Account Credentials**” means a unique user identification and unique password for each Customer required to access their Account on the Platform.
- 1.3. “**App**” means an application in object code form that is supplied by MNEE Pay to Customer under the EULA and that causes the Wallet to operate on a Customer Device.
- 1.4. “**Approved Network**” means the computer network that is compatible with the Services and that governs the transfer or storage of Digital Assets.
- 1.5. “**Authorized User**” means an individual or entity designated by Customer and accepted by MNEE Pay as having authority to act on the Customer’s behalf with respect to the Services.
- 1.6. “**Contribution**” means content uploaded by the Customer to the Platform, where applicable.
- 1.7. “**Customer**” means the person or entity that is party to this Agreement with MNEE Pay or an Authorized User, as the case may be.
- 1.8. “**Customer Device**” means a phone, tablet or computer on which the App can be installed.
- 1.9. “**Customer Bank Account**” means a Fiat bank or other financial account of Customer to or from which Customer wishes to make Fiat payments in relation to Orders.
- 1.10. “**Digital Assets**” means types of virtual currency or other digital assets that can only be transferred by means of blockchain technology, including but not limited to digital coins and digital tokens, NFTS and any other type of digital mediums of exchange.
- 1.11. “**EULA**” means an end user license agreement pursuant to which an application is supplied to Customer that enables Customer to store the private keys associated with Approved Network wallet addresses and which appears below and forms part of this Agreement.
- 1.12. “**MNEE Pay Intellectual Property**” means all copyright, trademarks, service marks, trade secrets, registered and unregistered design rights, and all other intellectual property rights that are the property of MNEE Pay or that have been licensed to MNEE Pay for use in relation to its supply of the Services.
- 1.13. “**Fiat**” means United States Dollars or other currency issued by a sovereign country that is acceptable to MNEE Pay.
- 1.14. “**Fork**” means when an Approved Network’s existing code is changed, and an old version remains on the network while the new network is created.
- 1.15. “**Loss**” or “**Losses**” means direct and consequential financial losses,

damages, costs, judgments, penalties, fines, expenses, legal and accounting fees and expenses, costs of investigation, settlements, court costs, and other expenses of litigation, as well as fees and expenses and losses not related to litigation or legal process and lost profits.

1.16. “**NFT**” means non-fungible token which is a digital file stored on a digital ledger (commonly known as blockchain) that certifies a unique Digital Asset and the ownership of such asset.

1.17. “**Platform**” means all MNEE Pay websites, including but not limited to: www.MNEE Pay.com (“Site”), the App and or such other platforms or portals through which MNEE Pay may provide access to the Account.

1.18. “**Order**” means a request by a Customer to MNEE Pay to provide certain Services.

1.19. “**Party**” means Customer or MNEE Pay and “Parties” means both of them.

1.20. “**Personal Information**” means any information about an identifiable individual, other than an individual's business contact information when collected, used, or disclosed for the purposes of enabling the individual to be contacted in relation to their business responsibilities.

1.21. “**Prohibited User**” means any actual or potential Customer: (i) that uses the Services for a Prohibited Activity; (ii) who is themselves prohibited from using the Services; (iii) is in or normally a resident of a Restricted Location; or (iv) or is a Specially Destinated Person under US Office of Foreign Asset Control sanctions or otherwise subject to sanctions applicable in the EU, US or where Customer is located or to which MNEE Pay is subject.

1.22. “**Recipient**” means a third party designated by Customer to receive Digital Assets from their Wallet.

1.23. “**Regulations**” means any applicable statute or regulation applicable to the transaction.

1.24. “**Restricted Location**” means any jurisdictions that MNEE Pay has determined for various reasons, including legal, contractual, and commercial reasons, to be prohibited, including, specific US states and any jurisdiction that is subject to the sanctions programs administered by the U.S. Treasury and other governing bodies, and such other locations as designated by MNEE Pay from time to time as a restricted location.

1.25. “**Sender**” means a third party that sends or attempts to send Digital Assets to the Wallet.

1.26. “**Services**” means the provision of self-custodial services offered via the MNEE Pay, which may include one or more third-party integrations and other services that may be offered by MNEE Pay from time to time.

1.27. “**Settlement**” means the total amount, including the cost of acquisition and any fees and charges, Customer owes to MNEE Pay.

1.28. “**Termination Event**” means, subject to the Regulations, if Customer:

1.28.1. fails to deliver to MNEE Pay payment or communicates to MNEE Pay

- an intent not to provide payment in relation to any Order;
- 1.28.2. without right, disputes the validity or existence of an Order;
- 1.28.3. defaults, or communicates its intent to default, on any of its obligations described in this Agreement including any of the representations or warranties set out in this Agreement or elsewhere;
- 1.28.4. is or is reasonably likely in MNEE Pay's opinion to become insolvent or unable to pay its debts;
- 1.28.5. receives notice of, or becomes subject to a regulatory or enforcement action or investigation which, in the reasonable judgment of MNEE Pay, will materially impair the terms of this Agreement, the expected economic value of this Agreement, or the business reputation of MNEE Pay;
- 1.28.6. is in material breach of this Agreement or any terms of an Order;
- 1.28.7. places an Order deemed by MNEE Pay, to represent a regulatory, compliance, or business risk; or
- 1.28.8. is, or is suspected of, regulatory non-compliance or breach of any laws or regulations.
- 1.29. **"Third-Party Content"** means the content provided by third parties, including without limitation, links to web pages of such parties, which may be represented on the Website and other services.
- 1.30. **"Third-Party Servicer"** means any third party service provider that provides services to Customer and which may include a platform that refers Customer to MNEE Pay or to whom MNEE Pay refers Customer.
- 1.31. **"Third-Party Servicer Terms"** means terms by which a Third-Party Servicer makes Third-Party Servicer Services available to Customer.
- 1.32. **"Transaction"** means an actual attempted: (i) purchase or sale of Digital Assets from MNEE Pay; (ii) sale of Digital Assets to MNEE Pay; (iii) receiving Digital Assets to a Wallet from a Sender; (iii) sending Digital Assets to a Recipient from a Wallet; and (iv) such other Digital Assets transactions as may be supplied through the Services.
- 1.33. **"Wallet"** means the unhosted Digital Asset wallet of the Customer operated by the Customer on the Customer Device under the EULA.
- 1.34. **"Wallet Address"** means a public key or Approved Network wallet address from which out-bound or send Transactions may be initiated using the Wallet.
- 1.35. **"Prohibited Activity"** means the operation of or the direct or indirect facilitation of any of the following:
- Any act that is illegal in the EU, United States or in the jurisdiction where the person carrying out the activity is resident, domiciled or located;
 - Operation of a business that is similar to or competitive with the Services;
 - Operation of a Crypto exchange;
 - Operation of a Crypto wallet;
 - Operation of a payment processor, money transmitter, check casher, foreign exchange dealer, provider of prepaid access or other money services

business;

- Bill payment services;
- Credit counseling or repair agencies;
- Credit protection or identity theft protection services;
- Direct marketing or subscription offers;
- Inbound or outbound telemarketing businesses including lead generation businesses;
- Internet, mail or telephone order pharmacies or pharmacy referral services;
- Creation, promotion or sale of items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- Creation, promotion or sale of items that may be counterfeit including, but not limited to: designer handbags, clothing and accessories, and consumer electronics;
- Creation, promotion or sale of items that may infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Creation, promotion or sale of items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- Creation, promotion or sale of items that promote, support or glorify acts of violence or harm towards self or others;
- Using the Services in any manner related to live animals;
- Using the Services in any manner related to payment aggregators;
- Purchase, sale or promotion of drugs, alcohol, or drug paraphernalia, or items that may represent these uses;
- Unregulated sales of money-orders or foreign currency;
- Using the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property, taxation and other proprietary rights and data collection and privacy;
- Using the Services in a manner that MNEE Pay or any of its suppliers reasonably believes to be an abuse of the Services;
- Using the Services in a manner so as to avoid payment of the Monthly Fee;
- Using the Services in any manner that could damage, disable, overburden, or impair MNEE Pay or any of the Services including without limitation, using the Services in an automated manner;
- Using the Services in any way that assists Customer or others in the violation of any law, statute or ordinance;
- Using the Services to collect payments that support pyramid or ponzi schemes, matrix programs, other "business opportunity" schemes or certain multi-level marketing programs;
- Using the Services to control an account that is linked to another account that has engaged in any of the foregoing activities;
- Using the Services to defame, harass, abuse, threaten or defraud others, or collect, or attempt to collect, personal information about users, registered

recipients, or third parties without their consent;

- Using the Services to intentionally interfere with another user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code;
- Using the Services to make unsolicited offers, advertisements, proposals, or to send junk mail or spam to others;
- Using the Services to send or receive what MNEE Pay considers to be funds for something that may have resulted from fraud or other illegal behavior;
- Using the Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity; or
- Using the Services in any manner related to weapons including replicas and collectible items.

1. **MNEE PAY ACCOUNT**

2.1. Agreement. By signing up for a MNEE Pay account to use the Services on any of our Platform, Customer agrees that they have read, understand, and accept all terms and conditions contained in this Agreement including our Privacy Policy, Cookie Policy, General Risk Disclosure, and other related policies such as they may be from time to time.

2.2. Eligibility. To be eligible to use MNEE Pay, Users must be at least eighteen (18) years old and be able to form legally binding contracts in the US and in the jurisdiction where they are domiciled. If a Customer is a legal entity, the respective representative(s) of such Customer accepting this Agreement is personally bound by the terms hereof as is each Authorized User of Customer provided that individual Authorized Users of Customers that are entities are not bound to pay fees payable hereunder. The Services are not available to everyone. MNEE Pay reserves the right to block Customer access to the Services, and Customer understand and agrees that MNEE Pay may do so at its sole discretion. Customer agrees to comply with this Agreement, even if MNEE Pay's methods to prevent Customer use of the Services are not effective or can be bypassed. Customer agrees not to bypass or attempt to bypass any restrictions MNEE Pay places on Customer use of the Services. Customer acknowledges and agrees that Customer is responsible to comply with all applicable laws or regulations in Customer jurisdiction ("Applicable Laws") that may relate to Customer use of the Services. If Customer is prohibited or restricted by Applicable Laws from accessing or using the Services or any part of them, Customer may not access or use the Services.

2.3. Verification Procedures and Limits. As a regulated financial service

company, MNEE Pay is obligated to comply with certain KYC/AML laws in the jurisdictions in which it operates. Accordingly, MNEE Pay must collect and verify information on Customers to protect MNEE Pay and the greater community from money laundering, financing of terrorism and other illegal activities. There may be limits on certain transactions based on the identifying information and/or proof of identification Customer provides to MNEE Pay. Enhanced due diligence on a Customer may be required that would require a Customer to supply additional information concerning the Customer, its Orders and other matters. Customer shall promptly supply MNEE Pay with any and all information requested in support of its compliance requirements both during and following the term of this Agreement.

2.4. Notice to Customer. To help the government fight the funding of terrorism and money laundering activities, applicable law requires all financial institutions to obtain, verify, and record information that identifies each person who it conducts business with. What this means for you: We will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documentation.

2.5. Account. The Services include an Account that will be used to identify certain preferences of Customers and serve as a record of certain Customer activity within the Services. When Customer signs up for an Account, MNEE Pay will use the information Customer provides to determine whether Customer is eligible for an Account. Customer understands that MNEE Pay may decline to grant Customer an Account (or, alternatively, suspend any existing Account without liability to Customer) for any reason or for no reason. If Customer is eligible for an Account, as determined by MNEE Pay, MNEE Pay will create Customer Account when Customer have completed all of the following steps: (i) provide Customer email address; (ii) confirm Customer email address; (iii) accepted this Agreement and the MNEE Pay Privacy Policy; and (iv) provide such other information as MNEE Pay may request on the sign-up page of the Site or any applicable Services available via its Platform. Customer shall not to provide false information to MNEE Pay. Once MNEE Pay creates Customer Account, it will be accessible to Customer through the Platform. The Customer Account is different from Customer MNEE Pay Wallet. Customer will be given (or be able to create) unique ID and password credentials that Customer will use to access Customer Account, being the Account Credentials. Customer agree to keep Account Credentials confidential, and not share them with anyone else. Customer shall not to let anyone else use their Account or Customer MNEE Pay Wallet. Customer agrees that Customer is ultimately responsible for any activities that take place via their Account or Wallet, even if Customer is not aware of

them. When Customer make selections or adjust preferences made available to Customer in the Account, such selections shall form part of this Agreement. MNEE Pay shall collect, store, process and disclose information in Account, all pursuant to our Privacy Policy.

1. CUSTOMER BUYING OR SELLING DIGITAL ASSETS FROM OR TO MNEE PAY

3.1. Execution of Order. Any Order received from Customer will be acted upon on a commercially reasonable efforts basis only. There is no guarantee by MNEE Pay that an Order can or will be filled or that instructions provided can or will be acted upon. For example, MNEE Pay may reject any Order if:

3.1.1. MNEE Pay determines, in good faith and in its sole discretion, that such Order was not authorized by Customer;

3.1.2. MNEE Pay determines, in its sole discretion, that the Order may be contrary to law, contrary to prudent business practices, outside MNEE Pay's risk profile, or would require MNEE Pay to exceed the facility granted to Customer, as applicable;

3.1.3. Customer does not provide consideration for the Transaction, Customer is in default of the Agreement or MNEE Pay determines, in its sole discretion, that it may not receive payment from Customer in Settlement of the related Order; or

3.1.4. the Order is unclear, incorrect, incomplete, or unsatisfactory to MNEE Pay for any reason.

3.2. Purchase of Digital Assets by Customer from MNEE Pay. Where an Order consists of the purchase of Digital Assets by Customer from MNEE Pay, MNEE Pay shall disclose the terms of the proposed purchase Transaction prior to Customer acceptance thereof. MNEE Pay states that any Digital Assets sold by MNEE Pay to Customer are sold from MNEE Pay's own inventory. Upon acceptance thereof by Customer, Customer shall make payment for the consideration payable in a form and manner acceptable to MNEE Pay as indicated in the Account. MNEE Pay reserves the right to reject any Order or cancel any order by returning the Customer the consideration, if any, they have provided in the same form that it was supplied to MNEE Pay. On receipt of the consideration paid by Customer, MNEE Pay shall settle the Digital Assets purchased to the Wallet of Customer less applicable fees or any holds or reserves thereon in order to mitigate against fraud or other

risks. All Digital Assets purchases are final and not subject to refund. MNEE Pay shall not initiate any Wallet Transactions for the sending of Digital Assets from a Wallet because the Wallet is an unhosted Digital Assets Wallet over which MNEE Pay has no control.

3.3. Sale of Digital Assets by Customer to MNEE Pay. Where an Order consists of the sale of Digital Assets by Customer to MNEE Pay, MNEE Pay shall disclose the terms of the proposed purchase Transaction as an Order prior to Customer acceptance thereof. Customer states that any Digital Assets sold by Customer to MNEE Pay are sold from Customer's own private investment assets and not on behalf of any third party. Upon acceptance of the terms of the Transaction by Customer, Customer shall deliver the Digital Assets to a Digital Assets wallet address supplied by MNEE Pay for the receipt of the Digital Assets. In consideration of the Digital Assets sold to MNEE Pay, MNEE Pay will settle the corresponding consideration to the Customer by such means as MNEE Pay makes available to Customer, as indicated in the Account. MNEE Pay reserves the right to reject any Order or cancel any order by returning the Customer the consideration, if any, they have provided in the same form that it was supplied to MNEE Pay. Settlements to Customer shall be less applicable fees or any holds or reserves thereon in order to mitigate against fraud or other risks. All Digital Assets sales are final and not subject to refund.

3.4. Timing Risk. In the purchase or sale of Digital Assets between MNEE Pay and Customer, where MNEE Pay imposes a delay in settlement of consideration, suspends the Transaction, reverses the Transaction or cancels the Transaction, MNEE Pay shall have no liability for the discrepancy in value of the Digital Assets or corresponding consideration between the time at which the Transaction was first accepted and when it was subsequently completed or reversed. Customer alone assumes liability for such fluctuations and related risks.

3.5. ACH Consent. Customer desires to effect settlement of credits and debits from the Designated Bank Account by means of ACH and/or wire transfer in conjunction with the Services provided to Customer by MNEE Pay. In accordance with this desire, Customer authorizes MNEE Pay and/or its affiliates to initiate debit and credit entries to the Designated Bank Account (the details of which are provided by Customer in their Platform Account). Customer agrees to maintain sufficient funds in Designated Bank Account to cover debit transactions. By signing this authorization, Customer states that it has authority to agree to such transactions and that the Designated Bank Account indicated is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until MNEE Pay receives written notice from Customer revoking it. This

authorization is for the payment of fees, or any other sums owed to MNEE Pay or MNEE Pay's affiliates. Customer also certifies that the appropriate authorizations are in place to allow Customer to authorize this method of settlement. All changes to the identification of the Designated Bank Account under this authorization must be made in writing in accordance with the Agreement. Customer understands that if the information supplied as to the ABA Routing Number and Account Number of the Designated Bank Account is incorrect, and funds are incorrectly deposited, MNEE Pay will attempt to assist Customer in the recovery of such funds but has no liability as to restitution of the same. MNEE Pay's assistance in recovering the funds, where available, will be billed to Customer at MNEE Pay's current hourly rate for such work. Customer acknowledges that the origination of ACH transactions to the Designated Bank Account must comply with the provisions of U.S. law.

3.6. Reliance on Instruction. MNEE Pay is hereby authorized by Customer to accept, act, and rely upon any instruction that MNEE Pay reasonably believes to have been made by, or on behalf of Customer. MNEE Pay and its representatives are not liable for any Losses Customer may suffer as a result of the misconduct of any person purporting to act on behalf of Customer. MNEE Pay may rely on Orders or other instructions initiated by any Authorized User.

3.7. No Advice. Customer represents that each Order entered into by Customer will be based upon Customer's judgement and that Customer is not relying on any communication of MNEE Pay or its representatives as investment advice, as a recommendation to enter into an Order, or as an assurance of expected results. Customer acknowledges that MNEE Pay is not acting as a fiduciary or financial, accounting or legal advisor to Customer in respect of any Order. For the avoidance of doubt, Customer will obtain any necessary independent legal, tax, financial and other advice in relation to any Order and before accepting this Agreement. MNEE Pay makes no representation, warranty, or guarantee as to the performance, returns, loss, or risks in connection with any Order. No representative of MNEE Pay may waive or vary any of MNEE Pay's rights as set out in this Agreement nor may they accept any liability on MNEE Pay's behalf.

3.8. Information Sources. Market information may, from time to time, be provided to the Customer through MNEE Pay. This information may be obtained from various information providers through sources believed to be reliable. MNEE Pay does not guarantee the timeliness, sequence, accuracy, completeness, or fitness for a particular purpose of any market information provided through MNEE Pay. Such information may include opinions and recommendations of individuals or organizations and Customer understands

that MNEE Pay may not endorse such recommendations or opinions and that MNEE Pay is not providing any investment, tax, accounting, or legal advice to Customer by including or making available such market information. For example, the Platform may indicate a market price for a given Digital Assets; such representation does not mean that such price is necessarily an accurate reflection of the price of such Digital Assets on any specific exchange or within any specific market.

3.9. Orders Binding. An Order becomes binding on Customer upon receipt by MNEE Pay and creates an obligation on Customer to settle the Order. Any Losses in connection with Customer's failure to settle an Order are the sole responsibility of Customer. All Orders shall be subject to all restrictions or limitations, direct or indirect, which are imposed by MNEE Pay's charter, articles of incorporation, or bylaws; all applicable federal and state laws and regulations; the rules, regulations, customs, and usages of any exchange, market or clearing house where the Order is executed; MNEE Pay's policies and practices; and this Agreement.

3.10. Cancellation and Correction.

3.10.1. Once MNEE Pay accepts an Order, Customer may not cancel the Order and is liable for all amounts owed as result. If Customer otherwise wishes to amend an Order, MNEE Pay shall use commercially reasonable efforts only to do so. There is no assurance that MNEE Pay will be able to cancel or amend an Order.

3.10.2. Customer acknowledges that MNEE Pay cannot reverse a Digital Asset Order which has been broadcast to an Approved Network, and losses due to fraudulent or accidental transactions are not recoverable.

1. **WALLET**

4.1. Wallet. The Wallet supplied to Customer through the Services is an unhosted, non-custodial Approved Network wallet. Depending on Customer preferences, Customer MNEE Pay Wallet will be associated with one or more Approved Networks and Wallet Addresses. The list of Approved Networks will appear on the Platform or in the Account. MNEE Pay may change the list of Approved Networks from time to time at its sole discretion. MNEE Pay making a network an Approved Network does not constitute an opinion as to the legal status, security or other status of the network. Each Wallet Address Customer create will using the Wallet be unique to Customer and will not be used by MNEE Pay other than through its public address or key and also only as permitted by this Agreement. MNEE Pay reserves the right to limit the number of Wallet Addresses that Customer can associate with a Wallet.

Subject to this Agreement and the ongoing operation of the Approved Network, each Wallet Address will be capable of receiving deposits of Digital Assets.

4.2. Wallet Installation - EULA. Subject to the compatibility of the Customer Device, the App by which the Wallet is provided is supplied pursuant to the EULA set out below which forms part of this Agreement.

4.3. Wallet Creation. When instructed by the Customer, the Wallet will create one or more Wallet Addresses. Customer is solely responsible for storing, outside of the Services, a backup of any Wallet, mnemonic, private key, or transaction information that they maintain in their Wallet. If Customer does not maintain a backup of their Wallet private keys they will not be able to access Digital Assets previously accessed using their Wallet if they lose access to the Customer Device on which it is installed. MNEE Pay does not view, collect or store any private keys or recovery codes associated with the Wallet. As an unhosted Digital Assets wallet the Wallet does not imply that its associated Wallet Addresses are operational from only the Wallet; Customer may access such addresses from third party devices using their private keys.

4.4. Wallet Data. Using information supplied by Customer to MNEE Pay on the Platform and also public information available in from Approved Networks, MNEE Pay may display information concerning the Wallet and its Transactions in the Platform Account.

4.5. Wallet Digital Assets. The fact of the Wallet being able to store a given Digital Asset shall not constitute a representation or legal opinion by MNEE Pay as to (i) the status of the Digital Asset as a security or other form of property; (ii) the actual or future value of the Digital Asset; or (iii) the actual or future utility of the Digital Asset. Customer alone takes responsibility for such risks and any necessary protections against such risks. MNEE Pay is not a broker-dealer or other form of licensed security custodian or dealer.

4.6. Wallet Transactions. Customer alone determines and initiates all Wallet Transactions involving the sending of Digital Assets to a Recipient from the Wallet. Any such Digital Assets Transactions must be confirmed and recorded in the digital assets' ledger associated with the relevant Approved Network. If the Approved Network is not operating, such Transactions will not be processed and MNEE Pay has no liability for such failures. MNEE Pay has no control over any Digital Assets Network and therefore cannot and does not ensure that any Transaction details Customer submits via the Wallet will be confirmed on the relevant Approved Network. Customer agrees and

understands that each Transaction submitted using the Wallet may not be completed, or may be substantially delayed, by the Approved Network used to process the Transaction. MNEE Pay does not guarantee that the Wallet can transfer title or right in any Digital Assets or make any warranties whatsoever with regard to title.

4.7. All Transactions Permanent and Final. Once Transaction has been signed using the Wallet and submitted to the Approved Network, MNEE Pay cannot assist Customer to cancel or otherwise modify the Transaction. MNEE Pay has no control over any Approved Network and does not have the ability to facilitate any Transaction cancellation or modification requests. Each Transaction will create a permanent public record thereof on the corresponding Approved Network blockchain.

4.8. Forks. In the event of a Fork, MNEE Pay may not be able to support activity related to Customer's Digital Assets. Customer agrees and understands that, in the event of a Fork, the Transactions may not be completed, completed partially, incorrectly completed, or substantially delayed. MNEE Pay is not responsible for any loss incurred by Customer in whole or in part, directly or indirectly, by a Fork. The Wallet may not support all the Digital Assets that result from a Fork; Customer is responsible for managing its Digital Assets that result from a Fork.

4.9. Pin. The Wallet may have various built-in security features, such as a 'pin' code. MNEE Pay does not receive or store Customer's Wallet pin, private keys or mnemonic. MNEE Pay cannot assist Customer with Wallet pin retrieval. Customer is solely responsible for remembering, storing, and protecting their Wallet pin and mnemonic. Any Digital Assets Customer has associated with such Wallet may become inaccessible if they do not know or protect their Wallet pin. Any third-party with knowledge of one or more of Customer's credentials (including, without limitation, a mnemonic, a backup phrase, secret words, wallet identifier, or pin) can dispose of Digital Assets in their wallet. When Customer creates a Wallet, they must: (i) create a strong pin that they do not use for any other website or online service; (ii) provide accurate and truthful information; (iii) protect and keep secret all credentials for the Wallet; (iv) protect access to their device and Wallet; (v) promptly notify MNEE Pay if they discover or otherwise suspect any security breaches related to their Wallet; and (vi) use the backup functionality provided through the Wallet and safeguard their backup files. Customer agrees to take responsibility for all activities that occur under their Wallet and accept all risks of any authorized or unauthorized access to their Wallet, to the maximum extent permitted by law.

4.10. Fees. Customer shall pay MNEE Pay applicable fees for Wallet

Transactions or balances; the amount of such fees are posted in the Wallet and on the Platform. Network fees (including, without limitation “miner’s fees” or “gas”) required to use an Approved Network may apply to a Transaction and Customer is liable for such fees. Customer is solely responsible for paying any such fees and MNEE Pay will neither advance nor fund such fees on Customer’s behalf, nor be responsible for any excess or insufficient fee calculation. Fiat fees payable to MNEE Pay shall be paid by such means as MNEE Pay shall require which may include ACH transaction in accordance with the ACH consent set out above, by debit or credit card, wire transfer, each to accounts designated for such purposes by MNEE Pay.

4.11. Sanctions. The Services may not be used to support or transact with: (a) an entity or individual located, organized or resident in any Restricted Location; (b) an entity or individual on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List ("SDN List") or Consolidated Non-SDN Lists available, the United Nations ("UN") Security Council Consolidated List, or regional or foreign government watchlists; or (c) an entity directly or indirectly owned or controlled by any person located, organized or resident in a sanctioned jurisdiction or any person listed on the SDN List, Consolidated Non-SDN Lists, the UN Security Council Consolidated List, or regional or foreign government watchlists.

4.12. Transaction Blocking. MNEE Pay reserves the right to cause the Wallet to not be capable of completing send or receive Transactions with specific third party wallet addresses including but not limited those that are subject to sanctions or that MNEE Pay has otherwise deemed to be high risk wallets. MNEE Pay also reserves the right to cause the Wallet to block Transactions over a certain size or that, over a specific period of time, exceed a specific amount. The fact of the Wallet not blocking one or another Transaction shall not be construed as the counterparty address being safe, screened or otherwise trustworthy.

1. **DIGITAL ASSET RISKS**

5.1. CUSTOMER ACKNOWLEDGES THAT DIGITAL ASSETS ARE VERY RISKY AND DIGITAL ASSETS HAVE NO INHERENT VALUE.

5.2. By using the Services, Customer understands that there are substantial risks associated with the purchase, sale, holding and use of Digital Assets, and Customer is agreeing to familiarize itself and assume all such risks, including, but not limited to the following:

5.2.1. Digital Assets are not insured in any way by MNEE Pay or any governmental authority; there is no FDIC insurance on your Digital Assets;

5.2.2. the value of the Digital Assets Customer acquires through the Services are attached to Customer's Digital Asset wallets that are accessible only with Customer's private key. If Customer loses its private key, Customer's Digital Assets will be unrecoverable and MNEE Pay will not assist Customer in recovering Digital Assets from any Digital Asset wallets without Customer's private key;

5.2.3. price and liquidity of Digital Assets has been, and maybe, subject to large fluctuations on any given day and Customer may lose any and all value in Customer's Digital Assets at any time;

5.2.4. some Digital Asset exchanges have been subject to cyberattacks and other technical issues that have resulted in the loss or theft of Digital Assets to their users and there is a risk that a similar cyberattack could affect the Services and result in the theft or loss of Customer's Digital Assets for which Customer cannot recover;

5.2.5. Digital Assets are not part of a central bank that can take corrective measures to protect the value of Digital Assets in a crisis;

5.2.6. changes to applicable law may adversely affect the use, transfer, exchange, or value of Customer's Digital Assets and such changes may be sudden and without notice;

5.2.7. Digital Assets are not legal tender and are not backed by a government; and

5.2.8. Digital Assets have value from the continued willingness of market participants to use Digital Assets, thus Digital Assets are susceptible to loss of confidence, which could collapse demand relative to supply and may result in permanent and total loss of value of a particular Digital Asset if the market for such Digital Asset disappears.

1. **FEES AND TAXES**

6.1. Fees. Customer shall pay fees applicable to Services as disclosed in the Wallet or Platform. All fees payable under this Agreement are exclusive of any legally applicable value-added tax or similar sales or turnover tax in any relevant jurisdiction. Fees are subject to change without notice. The Fees are non-refundable, and MNEE Pay reserves the right to adjust its fees or to

institute new fees at any time.

6.2. Sales Tax. To the extent that MNEE Pay does not collect any applicable taxes, but it is later determined that taxes were collectible by MNEE Pay, Customer shall pay such applicable taxes to MNEE Pay upon notice of the applicable taxes. MNEE Pay is not liable for any taxes that Customer is legally obligated to pay, in any jurisdiction, which is incurred or arise in connection with or related to Customer's business activities (under this Agreement or otherwise), and all such taxes will be the financial responsibility of Customer. Customer understands that MNEE Pay may be required to disclose Customer's account information to tax authorities in any country or pursuant to a court order at any time.

6.3. Income Taxes. Customer is also responsible for determining if any income or earnings from a particular investment result in unrelated business taxable income that is subject to unrelated business income tax pursuant to the Regulations.

6.4. Income or Capital Gains Tax. Customer is responsible for calculating and remitting all income, capital gains or other taxes applicable to Digital Assets and Transactions.

1. **ERRORS AND DISCREPANCIES**

7.1. Customer must promptly review each report or advisory communication regarding Orders or Transaction history sent by MNEE Pay and promptly notify MNEE Pay of any error, discrepancy, irregularity, or unauthorized activity. Customer may not assert any claim against MNEE Pay or its representatives in connection with any errors, discrepancies, or irregularities if Customer did not exercise reasonable care in examining any such communication which reflected such errors, discrepancies, or irregularities, or if Customer did not notify MNEE Pay in writing and in a reasonably prompt manner that Customer disputes any information contained in, or missing from, any communication. Customer shall provide MNEE Pay with all information necessary for MNEE Pay to investigate the error, discrepancy, or irregularity. In any case, Customer acknowledges that Wallet Transactions are irreversible.

You agree to provide all information reasonably requested by us in order to review and investigate the dispute. You agree that we shall have no less than

fifteen (15) days following confirmed receipt of your dispute to investigate and respond

7.2. Customer acknowledges that any technical issues arising from the misuse of the Services, including but not limited to entering a wrong address both when indicating the Recipient address or when sending their Digital Assets to MNEE Pay, and other types of user mistakes may not be resolved by MNEE Pay's technical department.

7.3. For the avoidance of doubt, MNEE Pay shall be entitled to rely on its own record of any information or data relating to Customer as conclusive evidence of the fact against that Customer for all purposes save for manifest error.

8. MNEE PAY PLATFORM

8.1. Platform Access. Customer shall be granted, for so long as the Agreement remains in effect, a non-exclusive, non-transferable, and non-transferable right to use the Platform for the sole purpose of accessing those Services available through the Platform.

8.2. Platform Content. The content on the Platform is provided for general information only. It is not intended to be treated as any advice on which Customer should rely. Customer must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Platform. Although MNEE Pay makes reasonable efforts to update the information on the Platform, MNEE Pay makes no representations, warranties, or guarantees, whether express or implied, that the content on the Platform is accurate, complete, or current.

8.3. User-Generated Content. The Platform may include information and materials uploaded by other users of the Site, including use of bulletin boards and chat rooms, as applicable. This information and these materials have not been verified or approved by MNEE Pay. The views expressed by other users on the Platform do not represent MNEE Pay's views or values.

8.4. Uploading Content to Platform. When Customer makes a Contribution to the Platform, or makes contact with other users of the Platform, Customer must comply with the content standards set out below:

8.4.1. A Contribution must: (i) be accurate (where it states facts); (ii) be genuinely held (where it states opinions); and (iii) comply with the laws applicable in any country from which it is posted.

8.4.2. A Contribution must not:

- be defamatory of any person;
- be deceiving, obscene, offensive, hateful or inflammatory;
- promote violence, illegal activity, and/or discrimination;
- infringe any copyright, database right, or trademark of any other person;
- breach any legal duty owed to a third-party, such as a contractual duty or a duty of confidence;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety;
- be likely to harass, upset, embarrass, alarm, or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from MNEE Pay, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducements to the commission, preparation or instigation of acts of terrorism; or
- contain any advertising or promote any services or web links to other sites.

8.4.3. Customer warrants that any Contribution made shall comply with the above-listed standards and acknowledges that Customer will be liable to MNEE Pay and indemnify MNEE Pay for any breach of this warranty. This means Customer will be responsible for any loss or damage MNEE Pay suffers as a result of Customer's breach of warranty.

8.5. Any Contribution to the Platform will be considered non-confidential and non-proprietary. Customer retains all ownership rights in the content but grants to MNEE Pay (and other users of the Platform) a limited license to use, store and copy that content and to distribute and make it available to third parties. MNEE Pay also has the right to remove any Contribution Customer makes on the Platform at their sole discretion.

8.6. Customer agrees that the Platform is and shall remain the exclusive property of MNEE Pay. Accordingly, Customer represents, warrants, and covenants that it shall not:

8.6.1.1. distribute or disclose the Platform, or any component of it, or permit use of the Platform by, any third-party;

8.6.1.2. decompile, disassemble, reverse engineer, or otherwise attempt to derive or discern the source code or internal workings of the Platform except to the extent that any reduction of software in the Platform to human readable form (whether by reverse engineering, de-compilation or disassembly) is necessary for the purposes of integrating the operation of the Platform with the operation of other software or systems used by Customer;

8.6.1.3. use the Platform for any purpose that is illegal or prohibited under the Agreement;

8.6.1.4. use any automated means or interface to access the Services or extract other users' information;

8.6.1.5. use the Platform to communicate with other users or for any commercial purpose;

8.6.1.6. use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from using the Services, or that could damage, disable, overburden, or impair the functioning of the Services;

8.6.1.7. use or attempt to use another user's Account Credentials without their permission;

8.6.1.8. upload viruses or other malicious code that otherwise compromises the security of the Services;

8.6.1.9. attempt to circumvent any content-filtering techniques MNEE Pay uses, or attempt to access areas or features of the Services that Customer is not authorized to access;

8.6.1.10. establish a link to the Platform that suggests in any way any form of association or MNEE Pay's approval or endorsement;

8.6.1.11. probe, scan, or test the vulnerability of the Services, or any related system or network; or

8.6.1.12. encourage or promote any activity that violates the Agreement.

8.7. MNEE Pay shall indemnify and hold Customer harmless of any damages and costs awarded by a court of competent jurisdiction against Customer, which relate directly to a finding by such court that Customer's use of the Platform in accordance with the Agreement infringed any copyright, patent, trade secret, or other intellectual property right of a third-party; provided, however, Customer must agree to allow MNEE Pay, to the extent it chooses, to defend and direct all activities relating to the defense and/or settlement of

any such third-party claim. Customer must provide MNEE Pay with prompt notice of any actual or potential third-party claim.

1. **PLATFORM SECURITY**

9.1. Customer's Responsibility for Use of Platform. Customer is solely responsible for all activity In Customer's Account, and each agrees to notify MNEE Pay immediately upon becoming aware of any unauthorized use of Customer's electronic account.

9.2. Electronic Communications from MNEE Pay. Customer acknowledges and agrees that the Platform may include certain communications from MNEE Pay or its partners, such as service announcements and administrative messages, and that these communications are considered part of the Platform and Customer may not be able to opt-out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the Services, including any new service, shall be subject to the Agreement.

9.3. Platform Provided "As Is". The Platform, and all other related Services, are provided "as is" with no representations, warranties, or conditions of any kind, either express or implied. MNEE Pay shall have no responsibility for transmission errors occurring outside the scope of the proprietary Platform, nor for faulty or unreliable Internet connections or website downtime. All disclaimers, limitation of liability and indemnity terms set forth in the Agreement shall apply fully to Customer's use of the Platform, as well as any other means of accessing such Services.

9.4. Multi-Factor Authentication ("MFA") Service. MNEE Pay may utilize an MFA service to safeguard Customer access to the Platform. The MFA service will require Customer to provide certain contact information to MNEE Pay. Customer authorizes MNEE Pay to transmit a unique authentication identifier to the contact information provided by Customer. Customer shall be solely responsible for any third-party fees incurred by Customer, including, but not limited to those assessed by telecommunication service providers, as a result of the use of the MFA service.

9.5. Security of the Account Credentials. The confidentiality and security of the Account Credentials will always be the sole responsibility of Customer. Customer hereby acknowledges that:

9.5.1. Customer agrees that there are inherent risks of using online services such as the Platform if the security of the Account Credentials is not strictly maintained.

9.5.2. Customer shall make reasonable efforts to:

- take appropriate security measures to protect their devices and computer systems;
- protect the Account Credentials, personal details, and other confidential data;
- use unique Account Credentials for different websites, applications, or services. Account Credentials should not be based on common or typical passwords or password routines, and/or personal information; and
- implement security protocols and policies, and install or acquire security products and protections including up-to-date anti-virus, anti-spyware, firewall software and operating systems on devices and computers, removal of file and print sharing options, regular and frequent back-up of critical data; encryption technology, terminating online sessions when complete, clearance of browser cache after each log in; prohibition on software and programs of unknown origin; prohibition on using websites that have not been reviewed for security and veracity, and prohibition on use a computer or a device which is not owned or authorized for use by Customer or which is on a public network to access the Platform.

9.5.3. Changes. MNEE Pay may modify, or discontinue, the Platform at any time or change its domain. MNEE Pay shall use reasonable endeavors to give Customer reasonable notice of any such modification or discontinuance.

1. INTELLECTUAL PROPERTY

10.1. Intellectual Property Rights. All copyright, trademarks, service marks, trade secrets, registered and unregistered design rights, and all other intellectual property and other rights in and to the MNEE Pay Intellectual Property, shall always remain the sole and exclusive property of MNEE Pay and, where applicable, its licensors. Customer shall have no right or interest in MNEE Pay Intellectual Property or other rights, except the right to access and use the Service as provided for in the Agreement. All rights not expressly granted to Customer are reserved by MNEE Pay.

10.2. MNEE Pay Name. Customer shall not use the MNEE Pay name for any purpose without the prior written consent of MNEE Pay, including but not limited to, in any advertisement, publication, or offering material.

10.3. Feedback. In the event Customer uploads or shares any feedback, suggestion, idea, or other information or material with MNEE Pay, Customer automatically grants MNEE Pay an unlimited and unrestricted worldwide

license to use this content without any cost. This content shall become part of the public domain so long as it remains on MNEE Pay's Platform and Services. Customer agrees that this content can be used by MNEE Pay for marketing or any other purposes at MNEE Pay's sole discretion.

10.4. Defects. Customer will immediately report any apparent malfunction or breach of security of which Customer becomes aware or experiences with the Services.

1. **THIRD-PARTY CONTENT AND SERVICES**

11.1. Customer may be charged fees by Third-Party Servicer. MNEE Pay is not responsible for any Third-Party Servicer fees or services. Customer is solely responsible for their use of any Third-Party Servicer and agrees to comply with their Third-Party Servicer Terms.

11.2. While using MNEE Pay's Services, Customer may view Third-Party Content. MNEE Pay does not control, endorse, or adopt (unless otherwise expressly stated by MNEE Pay) any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, Customer's business dealings or correspondence with such third parties is solely between Customer and the third parties. MNEE Pay is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and Customer understands that their use of Third-Party Content, and interactions with third parties, is at their own risk.

11.3. Customer may use the Services to communicate Customer instructions to a Third-Party Servicer of Customer which Third Party Servicer may perform a financial transaction on behalf of Customer pursuant to the Third-Party Servicer Terms. For example, if Customer opens a prepaid access account or hosted Digital Asset wallet, then a data Transaction through the Services may result in a financial transaction within the Customer account with the Third-Party Servicer supplying such services. MNEE Pay is not liable for any such financial transaction or the results thereof. Customer shall direct all complaints concerning Third-Party Servicer Services to the Third-Party Servicer responsible.

11.4. Cybrid Inc., is a Third-Party Servicer that offers Customer the ability to withdraw fiat from the Wallet. To withdraw fiat, you must accept the Cybrid User Agreement and Policies available .

1. **FORCE MAJEURE**

In the event that MNEE Pay or its representatives are unable to provide the Services due to abnormal and unforeseeable circumstances beyond MNEE Pay's or its representatives' control the consequence of which would have been unavoidable despite all efforts to the contrary, including but not limited to government acts, wars, acts of terrorism, cybercrimes, strikes, riots, other civil disturbances, legal process, health epidemic or pandemic, electronic failure or mechanical failure, MNEE Pay and its representatives shall have no liability for direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of profits or expenses, arising in connection with any Order entered into with Customer pursuant to the Agreement, any CFD or any Confirmation.

1. **TERM AND TERMINATION**

13.1. Either Party may terminate this Agreement at any time for any reason or for no reason. MNEE Pay may terminate this Agreement by providing notice of such termination through the App, the Platform by email or by notice to the address of the Customer last on file with MNEE Pay.

13.2. This Agreement has no fixed term.

13.3. In the event of termination, all debts, and obligations that Customer owes MNEE Pay shall become immediately due and payable. Customer agrees that MNEE Pay may take any action it is entitled to take under the Agreement or under applicable law, including to set off the whole or any part of any amount owing to Customer against any or all amounts payable by Customer to MNEE Pay.

13.4. In the event of termination, all obligations and rights of a continuing nature shall survive termination of the Agreement.

13.5. Prior to terminating this Agreement, Customer shall transfer all of their Digital Assets from the Wallet to another wallet or Customer shall ensure that they are in possession of their private keys for the Wallet. MNEE Pay is not able to supply Customer with such keys and MNEE Pay will not be able to recover any Digital Assets in the Wallet during the term hereof or after termination. If MNEE Pay elects to terminate this Agreement and Customer is not in default hereunder and there are no risk-related or legal impediments

to doing so, MNEE Pay shall provide Customer with thirty (30) days to move their Digital Assets out of the Wallet to another Wallet or to reconstitute the Wallet using a third party wallet service. After such thirty (30) day delay, MNEE Pay will cease supporting the Wallet and the Account and MNEE Pay shall not be responsible for the results thereof. Where MNEE Pay deems it necessary for security, reputational, legal or other reasons, it may reduce such prior notice period at its sole discretion.

13.6. Provisions of this Agreement that by their nature should survive termination shall survive termination including but not limited to those concerning intellectual property rights, digital asset risks, intellectual property, term and termination, legal and regulatory compliance, limitation of liability, indemnification and general clauses.

1. **ESCHEATMENT / LOST PROPERTY**

14.1. MNEE Pay is not in possession of Customer property and is thus not able to escheat such property to any regulator (e.g. a state department of revenue) in the event that user is not engaging with their Wallet or Account.

1. **REPRESENTATIONS AND WARRANTIES**

Customer represents, warrants, and covenants, where applicable, that:

15.1. All statements contained in the Agreement, and any other information contained in documentation submitted in support of the Agreement, are true and correct and that Customer will notify MNEE Pay immediately if any of such information is no longer true.

15.2. If Customer is a non-individual, Customer (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (ii) it has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the Orders contemplated.

15.3. Customer is not subject to any financial sanctions, embargoes, or other restrictive measures imposed by any governmental authority in any jurisdiction in which the Services are available.

15.4. They are NOT in, under the control of, or a national or resident of any Restricted Location. MNEE Pay maintains the right to select the markets and

jurisdictions to operate in and may restrict or deny its Services to certain countries at any time without prior notice to or consent from Customer.

15.5. That they are at least 18 years old or of other legal age, according to Customer's relevant jurisdiction.

15.6. Customer is responsible for ensuring the accuracy and completeness of instructions in respect of every Order.

15.7. Customer has initiated each Order solely based on its analysis and/or third-party advice and has not received or relied upon any advice from MNEE Pay with respect to the suitability or appropriateness of such Order for Customer.

15.8. Customer shall maintain security systems, procedures, and controls to prevent and detect the theft of funds; forged, fraudulent and unauthorized instructions and electronic transfer of funds by anyone who is not Customer; losses due to fraud or unauthorized access to the Services by anyone who is not Customer.

15.9. Customer shall make its own arrangements to provide the equipment and software it needs to meet its desired levels of service, security, and reliability. Equipment includes computer systems and telecommunication devices. All purchase, installation, and maintenance costs will be at Customer's expense. MNEE Pay may, if it chooses, specify security procedures for a Service, which Customer must follow.

15.10. Customer shall keep any keys, access codes, security devices, and verification procedures safe and confidential, and change them at least as often as the Services terms specify.

15.11. Limitation on Services.

15.11.1. Customer confirms that all Orders will be placed pursuant to and in accordance with the Agreement.

15.11.2. Customer agrees not to:

- use the Services for any Prohibited Activity;
- use the Services to make payments for any illegal purpose;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by MNEE Pay to access the Services or to extract data;
- attempt to circumvent any content filtering techniques MNEE Pay employs, or attempt to access any service or area of our Services that you are not authorized to access;
- develop any third-party applications that interact with MNEE Pay's

Services without prior written consent; and

- encourage or induce any third-party to engage in any of the activities prohibited under this Section.

15.11.3. Customer acknowledges that any Order accepted by MNEE Pay will be binding upon and enforceable against Customer and does not violate the terms of any other agreement to which Customer is bound.

15.12. Consent to Credit Check. Customer authorizes MNEE Pay to take all commercially reasonable measures to confirm correctness of Customer information and to assess Customer's ability to meet its obligations to MNEE Pay. Reasonable measures include but are not limited to periodically requesting and obtaining Customer credit and financial information, from credit bureau and other sources of such information as may be relevant to assess Customer's credit risk and creditworthiness.

1. **LEGAL AND REGULATORY COMPLIANCE**

16.1. Order Processing. Customer understands, acknowledges, and agrees that all Orders, wherever originated, may be processed by MNEE Pay, an entity that may be located outside the country of Customer. As such, all Orders, wherever originated, will be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism financing, and foreign asset control.

16.2. Freezing or Blocking Transactions. In certain circumstances, MNEE Pay may be obliged to freeze or block an Order to comply with applicable laws. Freezing or blocking can arise for a number of reasons, including as a result of the account monitoring that MNEE Pay conducts as required by relevant laws or where the name of a sender or Recipient of an Order matches a name on a relevant government list of prohibited persons or where the Order is being sent to a country that has been subjected to relevant EU, US or other sanctions or other government asset control or sanctions. If this occurs, MNEE Pay and its representatives are not liable to Customer for any resulting Losses whatsoever and Customer agrees to indemnify MNEE Pay and its representatives to the extent that MNEE Pay and its representatives incur any Losses in connection with the freezing or blocking of Customer's account.

16.3. Refusal or Delay of Services. MNEE Pay may refuse or delay the provision of Services, at its sole discretion, if MNEE Pay reasonably determines

that doing so is necessary to avoid or mitigate Losses to MNEE Pay; to comply with MNEE Pay policies; to adhere to laws or regulations; if an Order is not or does not appear to be related to Customer's stated purpose of its use of Services, or to reduce risk to MNEE Pay. This includes, but is not limited to, events where MNEE Pay reasonably suspects that the Service is being used or accessed to perpetrate financial fraud or exploitation, including without limitation, money laundering, terrorist financing, and identity fraud, even if Customer has authorized use of the Service.

16.4. Disclosure. Customer understands that MNEE Pay takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Customer agrees that MNEE Pay, in its sole discretion, may disclose any Order related information including but not limited to confidential information of Customer or information about a Recipient in order to satisfy MNEE Pay's legal obligations under applicable law, including, but not limited to, anti- money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. MNEE Pay is hereby instructed to communicate Customer information to Third-Party Servicers as per preferences indicated in the Account or as otherwise permitted in the Services. Customer hereby instructs MNEE Pay to obtain information from Third-Party Servicers as and when instructed through the Account or as otherwise permitted in the Services. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to MNEE Pay's operations, where such disclosure is made to satisfy governmental audit or examination requirements or as part of information required to be submitted to such governmental entities in the ordinary course of business.

16.5. Additional Information. Upon request, Customer agrees to provide any additional information that MNEE Pay may need, including with respect to Customer, third-party payers, or payees to satisfy its ongoing legal and regulatory obligations. Failure or delay in providing additional information may result in a delay or failure to provide Services. In addition, Customer authorizes MNEE Pay to make any inquiries it may deem necessary or appropriate in accordance with applicable law, including, without limitation, inquiries into Customer's solvency or credit history, to assess Customer's suitability for a business relationship with MNEE Pay as well as ongoing maintenance of that relationship.

16.6. No offer of Securities: The responsibility for the fact that the Digital Asset cannot be treated as a security lies with the owner of the Digital Asset. MNEE Pay reserves the right at its sole discretion to prohibit and discontinue any Order where MNEE Pay has knowledge of any risk or speculation that such Digital Asset would be treated as a security by the relevant national

authorities. For the avoidance of any doubt, the provisions of this clause shall not constitute or be deemed or construed to constitute any form of warranty and/or investment, financial, legal, or any other professional advice, that a Digital Asset made available through MNEE Pay's Services is not a security.

1. **USE OF INFORMATION, PRIVACY AND DISCLOSURE**

17.1. MNEE Pay shall collect, use, and disclose Personal Information received from Customer and shall endeavor to comply with all applicable foreign, federal, and state data protection laws, as well as all other applicable regulations and directives as the case may be. The policy applied to processing data is set out in our Privacy Policy available on MNEE Pay's website.

17.2. MNEE Pay may transfer personal data to affiliates in countries other than the country in which the information was originally collected or created.

17.3. Customer shall indemnify MNEE Pay and its representatives and hold MNEE Pay and its representatives harmless from and against any Losses resulting from MNEE Pay's non-compliance with applicable privacy and data governance laws which are a direct consequence of the actions or omissions of Customer.

17.4. Without limiting the foregoing, MNEE Pay shall not be liable for any losses or damages incurred as a result of any information submitted to it through this website or any contact e-mail thereof or for its transmission of information to any person or entity as a result of a request for such transmission reasonably.

17.5. New Products and Services. Under a valid consent, MNEE Pay may contact Customer, by telephone, mail, or other means, with information about the products and services available that MNEE Pay believes may be of interest to Customer.

18. **DATA PROTECTION**

18.1. The following terms shall have the meanings set out below:

"Customer Personal Information" is the Personal Information processed by MNEE Pay under or in connection with this Agreement;

"Data Protection Laws" are the laws and regulations applicable to the Processing of Personal Information including but not limited to the California Consumer Privacy Act ("**CCPA**") and the California Privacy Rights Act ("**CPRA**");

"Personal Information" is information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a particular identifiable person or household;

"Personal Information Breach" is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, Customer Personal Information;

"Process" means the collection, handling, use, storage, disclosure, transmission or any other operation performed on Personal Information;

"Services" means the services, work, tasks or other activities, including Processing that MNEE Pay will perform for Customer as described in the Agreement; and

"Subprocessor" is any third party who is engaged by MNEE Pay to carry out specific Processing activities with Customer Personal Information.

18.2. Customer agrees that, except as otherwise expressly set forth in the Agreement, Customer shall determine the purposes and means of the Processing of Customer Personal Information and has appointed MNEE Pay to Process the Customer Personal Information.

18.3. MNEE Pay agrees to comply with applicable Data Protection Laws and shall instruct its employees, agents and Subprocessors comply with the Applicable Data Protection Laws as well as the terms of the Agreement with respect to Customer Personal Information.

18.4. MNEE Pay will: (a) only Process Customer Personal Information to the extent strictly necessary for the performance of its obligations under the Agreement, (b) comply with all written instructions from Customer in relation to Customer Personal Information.

18.5. MNEE Pay will not: (a) use, distribute, sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Customer Personal Information to another party for monetary or other valuable consideration, (b) retain, use or disclose Customer Personal Information for any purpose other than the specific purpose of performing the Services

specified in the Agreement, including retaining, using or disclosing the Customer Personal Information for a commercial purpose other than providing the services specified in the Agreement, (c) retain, use, or disclose the Customer Personal Information outside of the direct business relationship between Customer and MNEE Pay.

18.6. Subject to any confidentiality obligations in the Agreement, MNEE Pay shall take reasonable steps to ensure the reliability of any of its employees, agents and Subcontractors who may have access to Customer Personal Information, ensuring in each case that access is limited to those individuals who need to access such data as strictly necessary to deliver the Services. Further, MNEE Pay shall ensure that MNEE Pay personnel are subject to confidentiality obligations at least as restrictive as those contained in this Agreement or are subject to an appropriate statutory obligation of confidentiality.

18.7. Subject to any other security obligations in the Agreement, Service Provider will implement and maintain appropriate technical and organizational measures consistent with those required by Applicable Data Protection Laws for the protection of the security, confidentiality, and integrity of the Personal Information. Service Provider will not materially decrease the overall security of the Services while the Agreement is in effect.

18.8. MNEE Pay shall promptly notify Customer, and provide full details thereof, if it receives any communication from any individual or any representative of an individual requesting to exercise their rights under Applicable Data Protection Laws with regard to Customer Personal Information. MNEE Pay shall provide reasonable assistance and cooperation as is necessary to enable Customer to comply with the exercise of such rights by an individual.

18.9. MNEE Pay shall notify Customer without undue delay upon becoming aware of a Personal Information Breach and shall provide Customer with sufficient information which allows Customer to meet any obligations to report a Personal Information breach under Applicable Data Protection Laws. Such notification shall at a minimum: (i) describe the nature of the Personal Information breach, the categories and numbers of individuals concerned, and the categories and numbers of records concerned; (ii) describe the likely consequences of the Personal Information breach; and (iii) describe the

measures taken or proposed to be taken to address the Personal Information Breach.

18.10. Customer consents to MNEE Pay engaging Subprocessors to Process Customer Personal Information provided such engagements are consistent with the terms of this Addendum and the Agreement. MNEE Pay shall, upon request, provide Customer a list of Subprocessors who process Customer Personal Information.

18.11. Upon expiration or termination of the Agreement (or sooner if reasonably requested by Customer), MNEE Pay shall securely delete or return all Customer Personal Information, including any automatically created archival copies of such data, in its possession or under its control (including all Customer Personal Information Processed by any Subprocessor), in accordance with the terms and timelines of the Agreement, or if not stated, within thirty (30) days of the Agreement's termination or expiration, unless otherwise required by Applicable Data Protection Laws.

18.12. The obligations with respect to Customer Personal Information shall continue for as long as any Customer Personal Information remains in MNEE Pay' custody or control.

18.13. All other terms the Agreement not expressly modified by this Addendum shall remain in full force and effect.

18.14. In the event of inconsistencies between the provisions of this section concerning Personal Information and the other provisions of the Agreement, the provisions of this section shall prevail.

1. **LIMITATION OF LIABILITY; INDEMNITY**

19.1. Cooperation With Law Enforcement. It is possible, that some Digital Assets are purposed for unlawful seizure of the property or are construed as a fraud, scam, or any other activity, recognized by the laws as illegal and/or non-compliant with legal requirements. MNEE Pay cooperates with law enforcement agencies and other competent authorities to determine and disclose such Digital Assets. MNEE Pay reserves the right to prohibit and discontinue any of their Services with such Digital Asset at MNEE Pay's sole discretion, without any prior notice to Customer and without publication of the reason for such decision, whenever this comes to MNEE Pay's

knowledge.

19.2. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL MNEE PAY AND ITS REPRESENTATIVES BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR LOST REVENUE, PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF MNEE PAY OR ITS REPRESENTATIVES HAVE BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE AS A RESULT OF OR ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES OR IN ANY WAY CONNECTED TO THE AGREEMENT. EXCEPT FOR LIABILITY FOR DEATH OR BODILY HARM, MNEE PAY SHALL NOT BE LIABLE HEREUNDER FOR ANY AMOUNT GREATER THAN THE FEES COLLECTED BY MNEE PAY FROM CUSTOMER DURING THE THIRTY (30) DAYS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE PARTIES AGREE THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, WITHOUT WHICH MNEE PAY WOULD NOT HAVE ENTERED INTO THE AGREEMENT. THE LIMITATIONS OF LIABILITY STATED IN THE AGREEMENT SHALL HAVE EFFECT TO THE EXTENT PERMITTED BY APPLICABLE LAW. MNEE PAY SHALL NOT BE LIABLE FOR CUSTOMER DECISIONS TO BUY OR SELL ONE DIGITAL ASSET OR ANOTHER OR FOR DECISIONS BY CUSTOMER TO STAKE DIGITAL ASSETS IN ONE OR ANOTHER DECENTRALIZED FINANCE PROTOCOL.

19.3. Indemnity. Customer will repay MNEE Pay and its representatives any and all claims, losses, and expenses that arises directly out of (i) any actual or alleged breach of Customer's representations, warranties, or obligations set forth in this Agreement; (ii) Customer's wrongful or improper use of the Services; (iii) Customer's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) Customer's violation of any law, rule, or regulation of any country; and (iv) a breach by Customer of this Agreement or any other party's use of the Services or access to the Platform through any Customer's Account Credentials.

1. **COMMUNICATION AND NOTICES**

20.1. Customer agrees and consents to receive electronically, all communications, agreements, documents, notices, and disclosures provided by MNEE Pay in connection with any MNEE Pay Service ("Communications"). Such Communications shall be provided to Users via the Platform.

20.2. All such communications will be considered to have been provided in accordance with the terms of this Agreement. Customer agrees that it is Customer's responsibility to access all such communications.

20.3. All electronic communications will be deemed to be received on the day the electronic communication is sent, if a business day, and if not a business day, on the next Business Day after the date on which the electronic communication is sent.

20.4. Customer must inform MNEE Pay immediately in writing of any change of address, delivery information, Customer financial institution or Customer Bank Account, or its bank/financial institution from which MNEE Pay has been granted the authority to initiate electronic debits. Any changes directed by a notice will be taken into effect by MNEE Pay within five (5) days after MNEE Pay's receipt of such notice. If Customer has failed to inform MNEE Pay of any change in address or contact information in accordance with this clause or has otherwise provided incorrect address or contact information and MNEE Pay is unable to deliver any Communications due to such failure or the provision of incorrect address or contact information, Customer is in breach of this Agreement and MNEE Pay will have no further obligation to seek out correct contact information to continue to attempt to deliver. MNEE Pay is not responsible for Customer's failure to receive any Communications if sent in accordance with contact information as provided by Customer.

20.5. Where Customer communicates via electronic mail with MNEE Pay, Customer agrees to bear the risk that such electronic mail may be corrupted, modified, incomplete, hacked, compromised, or be undelivered with or without notice to the sender or receiver. Customer agrees to bear the risk of these events and agrees to hold MNEE Pay harmless from acting or failing to act on any electronic communications purporting to be sent by Customer.

1. GOVERNING LAW, VENUE AND ARBITRATION

21.1. These Agreement shall be governed by and construed in accordance with the laws of Delaware, United States without regard to principles of conflict of laws.

21.2. All disputes arising out of or in connection with this Agreement or the Services or in respect of any legal relationship associated therewith or derived therefrom will be referred exclusively to and finally resolved by arbitration.

Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that Customer cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, MNEE Pay will pay them for Customer. Arbitration will take place in the English language in Wilmington, Delaware, United States pursuant to the Consumer Arbitration Rules of the American Arbitration Association available here <https://www.adr.org/Rules>. Customer may choose to have the arbitration conducted by telephone, based on written submissions. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court. Notwithstanding the foregoing, MNEE Pay may seek and obtain injunctive relief in any jurisdiction and in any court of competent jurisdiction for any actual or threatened breach of this Agreement without the necessity of posting a bond, and Customer agree that this Agreement are specifically enforceable by MNEE Pay through injunctive relief and other equitable remedies without proof of monetary damages. The parties expressly waive their right to a jury trial and also waive their right to participate in a class action claim related to this Agreement or any part of the Services.

21.3. Customer may opt out of arbitration within 30 days after initiating a transaction by sending us that request through Customer Account. IF Customer DOES NOT OPT OUT, Customer WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.

NOTICE: BOTH Customer AND MNEE Pay ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH Customer AND MNEE Pay ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. BOTH Customer AND MNEE Pay CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

1. GENERAL TERMS AND CONDITIONS

22.1. Third Parties. The Agreement is not intended to, and shall not, confer upon anyone other than the Parties and their lawful successors nor assigns any legal or equitable rights, benefits, claims, or remedies of any nature.

22.2. No Waiver. MNEE Pay's failure to exercise any of its rights under the Agreement shall not be deemed a waiver of such rights or remedies later.

22.3. Severability. If any provision of this Agreement shall be held to be unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in effect and shall be binding upon the Parties.

22.4. Assignment. Customer shall not assign the Agreement nor any rights or obligations hereunder without MNEE Pay's written consent. If MNEE Pay provides its written consent to any assignment of the Agreement, the Agreement shall be binding upon the successors, heirs, and assigns of Customer. MNEE Pay shall be permitted to consolidate or amalgamate with, or merge with or into, any other institution and any reference in this Agreement to MNEE Pay shall be construed as a reference to the successor entity. Customer's obligations in respect of any account will not be affected by any takeover, absorption, or merger by or of MNEE Pay, nor will it be in any way affected by any change in the name or constitution of MNEE Pay or any successor, assignee, or transferee.

22.5. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions between the parties, whether oral or written.

22.6. Changes to Agreement. MNEE Pay reserves the right, in its sole discretion to change, amend, or otherwise modify this Agreement ("Revised Agreement") at any time upon written notice to Customer. Any changes, amendments, or modifications so conveyed to Customer shall be effective from the date such change, amendment, or modification, unless otherwise stated. User's continued use of the Services after the said notice has been provided constitutes acceptance of the Revised Agreement. If User does not

agree with any such change, amendment, or modification, User shall forthwith terminate use of the Services and close all MNEE Pay accounts.

22.7. Language. This Agreement is presented in the English language. Any translation of this Agreement is for your convenience, and any meanings of terms, conditions, or representations are subject to the definition and interpretation of the English language.

MNEE Pay End User License Agreement (“EULA”)

This end user license agreement forms (“**EULA**”) part of the MNEE Pay Terms of Service (the “**Terms of Service**”) (collectively, the “**Agreement**”) is entered into between MNEE Pay LLC, a Delaware limited liability company having an address at 1000 North West Street, Suite 1200, Wilmington, DE 19801 USA (“**MNEE Pay**”) and the person or entity accepting this EULA (“**Customer**”). This EULA applies to the software that accompanies this Agreement known as the ‘MNEE Pay App’ (the “**Software**” or “**App**”), in whichever manner Customer may receive it or make use of it, which shall include all: downloads of the App, updates or patches to App, documentation for the App such as user guides, other documentation, online services, such as those appearing on <https://www.MNEE Pay.com> (collectively, the “**Site**” or “**Web Portal**”) that relate to the App and all MNEE Pay support services, (such as technical support, system setup, installation assistance, related to the App or otherwise). The supply of Software or App to Customer under this EULA may be referred to as the “**Services**”.

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN Customer AND MNEE Pay ONLY. BY INSTALLING OR USING THE APP Customer IS AGREEING TO THE TERMS OF THIS EULA. IF Customer DOES NOT AGREE TO BE BOUND BY THIS EULA, Customer IS NOT PERMITTED TO USE THE APP AND MUST UNINSTALL AND DISCONTINUE USE OF THE APP.

1. Definitions.

Whenever used in this EULA, unless inconsistent with the subject matter or context, the following terms shall have the following meanings:

“Digital Assets” means types of virtual currency or other digital assets that can only be transferred by means of blockchain technology, including but not limited to digital coins and digital tokens, NFTS and any other type of digital mediums of exchange.

“NFT” means non-fungible token which is a digital file stored on a digital ledger (commonly known as blockchain) that certifies a unique Digital Asset and the ownership of such asset.

“Platform” means all MNEE Pay websites, including but not limited to: www.MNEEPay.com (“Site”), the App and or such other platforms or portals through which MNEE Pay may provide services to Customer.

„Prohibited Customer“ means the following list of persons that are prohibited from using the Services (each, a “Prohibited Customer”): (i) Persons who appear on EU, UN, or the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN), United States Commerce Department’s Denied Persons or other similar lists; (ii) Persons who are nationals or residents of any country, territory, or other jurisdiction that is embargoed by the United States, European Union, United Nations; (iii) Persons who are less than 18 years of age; (iv) Persons who are not residents of and located in an Approved Region; (v) Persons, or their Affiliates who have been subject to an Account termination for cause; and (vi) Persons that are not individual natural persons. MNEE Pay reserves the right to add or remove Approved Regions at its sole discretion.

“Restricted Location” means any jurisdiction where Digital Asset transactions are explicitly prohibited as indicated in the App or the Platform.

1. **Acknowledgement.**

Customer acknowledges that this EULA is concluded between Customer and MNEE Pay only. No third parties, including but not limited to Apple or Google are party to this EULA. Customer acknowledges that MNEE Pay is responsible for the App and the content thereof, as outlined herein. This EULA is not in conflict with the App Store Terms of Service or Google Play Terms of Service as of the effective date of this EULA, such terms both parties have had the opportunity to review.

1. **App License.**

The App is licensed, not sold. This EULA only gives Customer some rights to use the App. MNEE Pay reserves all other rights. Unless applicable law gives Customer more rights despite this limitation, Customer may use the software only as expressly permitted in this EULA. Subject to the terms of this EULA, MNEE Pay grants Customer, and Customer accepts, a limited, non-transferable license to use the App only for the specific purposes set forth herein, and for no other purpose (the “**License**”). The purpose for which the foregoing limited, non-transferable license is granted is to permit Customer to use the App on a phone, tablet, computer or other mobile device (each, a “**Device**”). Customer Device operating system must be operating according to vendor / licensor / carrier specification and it may not be hacked or jail-broken. Customer must be the rightful user of Customer Device and as applicable, be at all times be in accordance with the Usage Rules set out in the Apple App Store Terms of Service (including, in accordance with use associated with Apple Family Sharing or volume purchasing) or in the Google Play Terms of Service or such other Device or platform terms as may apply to Customer. MNEE Pay assumes no liability whatsoever from compromised or unlicensed Devices running the App.

1. **Limitations on App Use.**

Without limitation, Customer agrees not to: (i) use the App in any form other than object code form; (ii) decompile, reverse engineer, or otherwise seek or utilize any expression of the App in other than object code form; (iii) copy the App or any part thereof (including without limitation reproduction of screenshots of the operation thereof); (iv) alter or otherwise modify the App, or any part thereof for any purpose; (v) sub-license, or assign the use of the App to any third party; (vi) publish the software for any purpose; (vii) use the App for any purpose that is a breach of laws applicable in the jurisdiction where Customer reside and in any of the United States.

1. **Data Collection and Access.**

5.1 In the course of using the App, Customer may upload data to the App concerning Customer App preferences, pictures, videos, terms of sale, fiat transactions, transactions involving convertible virtual currency (“**Digital Assets**”), terms of payment transactions, other customizable fields within the App, version, App version, App product ID, internet protocol address of Customer Device, hardware configuration of Customer Device, including unique identifiers of the hardware, firmware, or operating system (all being, “**Customer Data**”). BY USING THE APP, Customer ARE GRANTING MNEE Pay A RIGHT TO COLLECT, STORE, USE AND DISTRIBUTE THE Customer DATA AS

PER Customer INSTRUCTIONS THROUGH THE APP IN ORDER TO FACILITATE Customer USE THEREOF. Customer Data will be stored on servers controlled by the MNEE Pay or by third party service providers retained by MNEE Pay, and not necessarily on Customer Device. Other than the foregoing rights in the Customer Data, all Customer Data shall remain Customer sole and exclusive confidential property. MNEE Pay may, however, use anonymized, aggregate Customer Data for its own internal purposes or for the purposes of analyzing its licensee needs and promoting the App to third parties. Customer are responsible for the content and accuracy of all Customer Data.

5.2 MNEE Pay reserves the right (but has no obligation) to reject or edit Customer Data, in so far as it is distasteful or appears to be used in contravention of third party intellectual property rights as reasonably determined by MNEE Pay. MNEE Pay can only remove Customer Data from its network, and MNEE Pay makes no representation or warranty regarding the removal of Customer Data from sites outside of the MNEE Pay network.

5.3 Where Customer Data includes images, Customer grants to MNEE Pay an exclusive revocable license to use, copy, distribute, transmit, display and publish such images in connection with Customer License. Customer also expressly agree not to display, transmit or use these images in any way in connection with any services competing with MNEE Pay.

5.4 MNEE Pay may provide access to the Customer Data through the Site through which Customer may be able to change Customer Data, subject to the Terms of Service and this EULA.

5.5 By entering Customer personal information, such as first name, last name, phone number, email or other such information as MNEE Pay may request, Customer agrees to let MNEE Pay and its third party servicers that assist in MNEE Pay providing the App, to use that information, and Device information, such as MAC address and other Device identifiers for purposes of providing the MNEE Pay Services (as defined below) through the App. Customer agrees that they have read, understand, and accept all terms and conditions contained in this EULA including our Privacy Policy, Cookie Policy (collectively, the "**Privacy Policy**"), General Risk Disclosure, and other related policies such as they may be from time to time all of which are incorporated herein by reference.

1. **Customer Representations and Warranties.**

It is agreed between the Parties that performance by MNEE Pay hereunder, whether the representations, warranties and covenants of Customer are fulfilled or not, shall in no manner whatsoever waive the benefit, to MNEE Pay, of any such representations, warranties and covenants of Customer. Customer hereby warrants and covenants to MNEE Pay that:

6.1 Duly authorized. If Customer is an individual, they are over the age of 18. Customer is not a Prohibited User (as defined the MNEE Pay Terms of Service) and they are not located in and normally resident in a Restricted Location. Customer is not in a country that is subject to a U.S. Government embargo, or that has been designated by the US of economic sanctions. Customer does not require any action or consent of, any registration with, or notification to, any person, or any action or consent under any laws or regulations which Customer is subject;

6.2 Compliance with Laws. Customer actions conform to all applicable laws in the jurisdictions where MNEE Pay and Customer are located. Customer will use the App in an ethical manner and in accordance with the terms and intent of this EULA, and in compliance with all applicable laws and regulations, including but not limited to all laws and regulations applicable in the jurisdiction where Customer resides or is located and of the United States. Customer shall not use the App to sell or promote or otherwise facilitate Prohibited Activities (as defined in the MNEE Pay Terms of Service);

6.3 Compliance with Third Party Terms of Agreement. Customer confirms that at all times Customer are in compliance with all applicable third party terms of agreement or terms of use when using the App.

6.4 Collection of Taxes. It is Customer sole responsibility to report and remit the correct tax amount to any and all tax authorities. Customer agrees to pay and remit all taxes applicable related to Customer use of the App.

6.5 Opportunity to Consul Counsel. Customer has had the opportunity to consult legal counsel for the purpose of reviewing and obtaining advice as to the terms hereof.

1. **Title in App.**

The App, including its source and object codes, documentation (including all descriptive material concerning the functions and technical specifications of the App, user manuals, technical manuals, and other materials issued to Licensee in connection with the License), appearance, structure and organization, is a proprietary product of MNEE Pay and is protected by copyright and other laws. Title to the App, and any copy, update, modification or merged portion thereof, shall at all times remain with MNEE Pay. Customer acknowledges that MNEE Pay expressly reserves the entire right, title and interest in and to the App, and retains the exclusive right to reproduce, publish, sell, modify, distribute, prepare derivative programs of, and license to other licensees, the App. Customer shall not remove any trademarks, proprietary legends, or copyright notices from the App, or reproduce, publish, sell, modify, distribute, prepare derivative programs of, or sublicense the App in any manner.

1. Indemnification.

Customer shall indemnify and hold harmless MNEE Pay, our officers, directors, shareholders, employees, agents, affiliates, attorneys, suppliers, contractors, representatives and service providers (collectively, "Indemnified Parties"), from any and all claims, demands, actions, lawsuits, proceedings, investigations, liabilities, damages, losses, costs, expenses, fines and penalties including, without limitation, reasonable attorney's fees, arising out of or related to (i) Customer breach of this EULA, (ii) Customer violation of any Applicable Law, or the rights, including intellectual property rights, of any other person or entity, (iii) Customer use or misuse of our Services, (iv) Customer conduct in connection with the use or misuse of our Services, and (v) Customer negligence, fraud, willful misconduct or misrepresentations. In the event of any third party claim that the App or Customer use of the App infringes upon that third party's intellectual property rights, MNEE Pay, not Apple or Google, shall be solely responsible, if it should decide to, investigate, defend, settle or discharge any claim brought against it relating to infringement of intellectual property. If Customer is obligated to indemnify MNEE Pay, MNEE Pay has the right, in its sole discretion, to control any action or proceeding and determine if MNEE Pay wish to settle it, and if so, on what terms.

1. LIMITATION OF LIABILITY.

NO WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MNEE Pay EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE APP OR THAT THE OPERATION OF THE APP WILL BE INTERRUPTION OR ERROR FREE. IN THE EVENT THAT THE APP FAILS TO CONFORM TO ANY WARRANTY NOT EXPRESSLY DISCLAIMED, Customer MAY NOTIFY APPLE OR GOOGLE AS APPLICABLE, OF SUCH FAILURE AND APPLE OR GOOGLE MAY REFUND THE PURCHASE PRICE OF THE APP, APPLE OR GOOGLE SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APP AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MNEE Pay, ITS VENDORS, CLIENTS, AGENTS AND LICENSORS, SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO Customer FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF MNEE Pay HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT AS REQUIRED BY LAW OR FOR BODILY HARM OR DEATH, IN NO EVENT SHALL MNEE Pay'S LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO Customer, OR ANY THIRD PARTY, IN ANY WAY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO MNEE Pay DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS SHALL APPLY TO ANY AND ALL LIABILITIES THAT MAY ARISE HEREUNDER, INCLUDING THOSE ON ACCOUNT OF LOSS OR BREACH OF Customer DATA, FAILURE OF THE APP TO FUNCTION FOR ITS INTENDED PURPOSE, FAILURE OF THE APP TO COMMUNICATE WITH BANKS, DIGITAL ASSET BLOCKCHAINS, BANKS OR OTHER THIRD PARTY APPLICATIONS. MNEE Pay MAKES NO REPRESENTATIONS AS TO THE ABILITY OF THE APP TO INTEGRATE WITH BANKS OR PAYMENT PROCESSORS. Customer RETAINS SOLE LIABILITY FOR Customer AGREEMENTS WITH DIGITAL ASSET WALLETS, EXCHANGES OR OTHER THIRD PARTIES AND SHALL, WITHOUT LIMITATION, INDEMNIFY AND HOLD MNEE Pay HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING ON ACCOUNT THEREOF.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SOME OR ALL OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO Customer WHERE THEIR APPLICATION IS REDUCED BY APPLICABLE LAW. TO THE EXTENT ANY

WARRANTY EXISTS UNDER LAW THAT CANNOT BE DISCLAIMED, MNEE Pay, NOT APPLE OR GOOGLE, SHALL BE RESPONSIBLE FOR SUCH WARRANTY.

Customer shall have sole and exclusive responsibility for the operating system of Customer Device, its being functional, up to date and secure. MNEE Pay strongly recommends that Customer use anti-virus software and encrypted wifi network connections where such connections are in use. Customer agrees that Customer are solely responsible for internet, wifi or other connectivity within Customer premises.

1. **Force Majeure.**

MNEE Pay shall use its commercially reasonable efforts to perform its obligations hereunder, however, MNEE Pay, its affiliates, agents or licensors shall not be liable for any loss resulting from the activities of Customer, nor from any erroneous statements or errors in transmission, nor for any loss resulting from any delay, interruption or failure to perform hereunder due to any circumstances beyond MNEE Pay's reasonable control including, without limitation, acts of god, fire, explosion, earthquake, riot, terrorism, war, sabotage, accident, embargo, storms, strikes, lockouts, pandemic, any interruption, failure or defects in Internet, telephone, or other interconnect services or in electronic or mechanical equipment. MNEE Pay's obligations hereunder shall be suspended during any of the foregoing circumstances, which suspension shall not be a cause for termination of this agreement by Customer.

1. **Term and Termination.**

11.1 Term. The term of this EULA shall begin as of when Customer first install the App on Customer Device and shall end thirty (30) days thereafter, after which it shall be automatically renewed for additional and successive thirty (30) day terms until terminated in accordance with the terms hereof.

11.2 Termination. MNEE Pay may terminate this EULA at any time on notice to Customer. Either party may terminate this EULA on thirty (30) days notice prior to the end of the then current term. Either party may terminate this EULA in the event that the other party is in material breach hereof and such breach is not cured within thirty (30) days of notice of such breach.

11.3 Suspension. If any information provided by Customer is found by MNEE Pay to be inaccurate or false, or Customer use of the Services places MNEE Pay under excessive security, financial or reputational risk, MNEE Pay may immediately suspend or terminate the Services or cause its third party suppliers to do the same, as the case may be.

11.4 Modification or Termination of Service. MNEE Pay reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the App (or any part thereof) with or without notice. Customer agree that MNEE Pay shall not be liable to Customer or to any third party for any modification, suspension or discontinuance of the App. MNEE Pay shall be under no obligation to continue providing any of the App and may terminate License for Customer at its sole discretion and without penalty on five (5) days notice through the App or the Site.

1. **MNEE Pay Digital Assets Services.**

MNEE Pay provides services that are accessible through the App and defined in a separate Terms of Use ("MNEE Pay Services"). This EULA does not govern the MNEE Pay Services. The MNEE Pay Services are governed pursuant to the Terms of Service giving Users the ability to conduct certain Digital Assets transactional activity and an unhosted Digital Assets wallet each as described in detail in the Terms of Service.

Digital Assets (LIKE BITCOIN) ARE INHERENTLY RISKY. PLEASE READ THE TERMS OF SERVICE BEFORE ACCEPTING, INCLUDING THE RISK DISCLOSURES.

1. **General.**

13.1 Notices. Any notice, demand, request or other communication required or permitted to be given under this EULA shall be delivered electronically.

13.2 Product Claims. MNEE Pay shall be responsible for addressing Customer or third party claims regarding the App. MNEE Pay shall have the authority to determine how such claims shall be addressed, if at all. Such claims may include but not be limited to claims: (i) product liability; (ii) the

App fails to conform to any applicable legal or regulatory requirement and;
(iii) arising under consumer protection, privacy or other similar legislation.

13.3 Independent Contractor. MNEE Pay is an independent contractor and nothing in the nature of the Services, or any provisions in this EULA shall be deemed, or cause, or is intended to cause Customer and MNEE Pay to be treated as partners, joint venturers, or as an agent of the other party. MNEE Pay is not User's broker, intermediary, agent, or financial advisor, and except as expressly set out in the Terms of Service, MNEE Pay has no fiduciary obligation to User in connection with any MNEE Pay Services, or other acts or omissions of User with respect to the MNEE Pay Services. For the avoidance of doubt, MNEE Pay is in no manner providing investment advice, tax advice, legal advice, or other professional advice whether through the MNEE Pay Services or otherwise. MNEE Pay does not recommend or endorse that Customer purchase or sell any Digital Assets.

13.4 Amendments to this EULA. From time to time MNEE Pay will post amendments or revisions to this EULA, including, without limitation, amendments on the Site or accessible through the App. If the amendment or revision is required in order for MNEE Pay and the App to remain in compliance with applicable laws or payment network regulations, then the amendment or revision shall take effect as of when it is posted to the Site. If, on the other hand, the amendment or revision is not required under law or by a payment processor of MNEE Pay, and Customer continue to use the Services, within thirty (30) days of notice through the Site or the App of the amendment or revision, then the Customer shall be deemed to have accepted the amendment or revision. Other than as provided in this section, this EULA may not be amended except by express consent of both parties through the Account.

13.5 Assignment. Customer shall not assign or transfer any rights or obligations under this EULA without prior written consent from MNEE Pay, which MNEE Pay may withhold at its sole and absolute discretion. Any actual or attempted assignment hereof by Customer contrary to the terms of this EULA shall be null and void. MNEE Pay may, at its discretion, assign some or all of its rights or obligations to a third party, without Customer consent or approval. In the event that MNEE Pay is acquired by, sold to, or merged with a third party entity, MNEE Pay reserves the right to transfer or assign all Customer Data as part of such merger, acquisition, sale, or change of control.

13.6 Successors. This EULA and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

13.7 Enforcement. The Customer shall be liable for and shall indemnify and reimburse MNEE Pay for any and all reasonable attorneys' fees and other costs and expenses paid or incurred by MNEE Pay in the enforcement of this EULA, or in collecting any amounts due from Customer hereunder, or resulting from any breach of any of the terms or conditions of this EULA.

13.8 Remedies. All remedies of either party hereunder are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy and shall not preclude the exercise of any other remedy. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy.

13.9 Severability. If any provision of this EULA is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this EULA be construed to remain fully valid, enforceable and binding on the parties.

13.10 Governing Law and Choice of Forum. These EULA shall be governed by and construed in accordance with the laws of Delaware, United States without regard to principles of conflict of laws.

13.11 Arbitration. All disputes arising out of or in connection with this EULA or the Services or in respect of any legal relationship associated therewith or derived therefrom will be referred exclusively to and finally resolved by arbitration. Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that Customer cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, MNEE Pay will pay them for Customer. Arbitration will take place in the English language in Wilmington, Delaware, United States pursuant to the Consumer Arbitration Rules of the American Arbitration Association available here <https://www.adr.org/Rules>. Customer may choose to have the arbitration conducted by telephone, based on written submissions. The award of the arbitrator will be final and binding, and any

judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court. Notwithstanding the foregoing, MNEE Pay may seek and obtain injunctive relief in any jurisdiction and in any court of competent jurisdiction for any actual or threatened breach of this EULA without the necessity of posting a bond, and Customer agree that this EULA are specifically enforceable by MNEE Pay through injunctive relief and other equitable remedies without proof of monetary damages. The parties expressly waive their right to a jury trial and also waive their right to participate in a class action claim related to this EULA or any part of the Services.

Customer may opt out of arbitration within 30 days after initiating a transaction by sending us that request through Customer Account. IF Customer DOES NOT OPT OUT, Customer WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.

NOTICE: BOTH Customer AND MNEE Pay ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH Customer AND MNEE Pay ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. BOTH Customer AND MNEE Pay CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

13.12 Maintenance and Support. To the extent that any maintenance or support of the App is provided, MNEE Pay shall be furnish such maintenance or support. None of Apple, Google or other third parties shall have any obligation whatsoever to furnish any maintenance or support with respect to this App or this EULA.

13.13 Questions, Complaints, Comments. All questions, comments or complaints related to the App should be directed to MNEE Pay through <https://www.rockwallet.com/contact>.

13.14 Third Party Beneficiaries. The parties acknowledge and agree that

Apple and Apple's subsidiaries or Google and its subsidiaries, as applicable) are third party beneficiaries to this EULA and that upon acceptance of this EULA, Apple or Google each have the right (and has deemed to have accepted the right) to enforce this EULA against Customer as the third party beneficiary hereof.

13.15 Whole Agreement. References to "this EULA" include any schedules, supplementary agreements, addendum, appendixes and amendments and any other agreements, schedules appendixes and amendments promulgated by MNEE Pay and furnished to Customer from time to time. This EULA replaces any earlier versions hereof appearing on the Site, Platform, App or otherwise.

13.16 Language. This Agreement is presented in the English language. Any translation of this Agreement is for your convenience, and any meanings of terms, conditions, or representations are subject to the definition and interpretation of the English language.

13.17 Prohibited Activity. For the purposes of this EULA, "Prohibited Activity" means the operation of or the direct or indirect facilitation of any of the following:

- Any act that is illegal in the EU, United States or in the jurisdiction where the person carrying out the activity is resident, domiciled or located;
- Operation of a business that is similar to or competitive with the Services;
- Operation of a Crypto exchange;
- Operation of a Crypto wallet;
- Operation of a payment processor, money transmitter, check casher, foreign exchange dealer, provider of prepaid access or other money services business;
- Bill payment services;
- Credit counseling or repair agencies;
- Credit protection or identity theft protection services;
- Direct marketing or subscription offers;
- Inbound or outbound telemarketing businesses including lead generation businesses;
- Internet, mail or telephone order pharmacies or pharmacy referral services;
- Creation, promotion or sale of items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- Creation, promotion or sale of items that may be counterfeit including, but not limited to: designer handbags, clothing and accessories, and consumer electronics;
- Creation, promotion or sale of items that may infringe or violate any

copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

- Creation, promotion or sale of items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- Creation, promotion or sale of items that promote, support or glorify acts of violence or harm towards self or others;
- Using the Services in any manner related to live animals;
- Using the Services in any manner related to payment aggregators;
- Purchase, sale or promotion of drugs, alcohol, or drug paraphernalia, or items that may represent these uses;
- Unregulated sales of money-orders or foreign currency;
- Using the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property, taxation and other proprietary rights and data collection and privacy;
- Using the Services in a manner that MNEE Pay or any of its suppliers reasonably believes to be an abuse of the Services;
- Using the Services in a manner so as to avoid payment of the Monthly Fee;
- Using the Services in any manner that could damage, disable, overburden, or impair MNEE Pay or any of the Services including without limitation, using the Services in an automated manner;
- Using the Services in any way that assists Customer or others in the violation of any law, statute or ordinance;
- Using the Services to collect payments that support pyramid or ponzi schemes, matrix programs, other "business opportunity" schemes or certain multi-level marketing programs;
- Using the Services to control an account that is linked to another account that has engaged in any of the foregoing activities;
- Using the Services to defame, harass, abuse, threaten or defraud others, or collect, or attempt to collect, personal information about users, registered recipients, or third parties without their consent;
- Using the Services to intentionally interfere with another user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code;
- Using the Services to make unsolicited offers, advertisements, proposals, or to send junk mail or spam to others;
- Using the Services to send or receive what MNEE Pay considers to be funds for something that may have resulted from fraud or other illegal behavior;
- Using the Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity; or
- Using the Services in any manner related to weapons including replicas and collectible items.

Need Help? If you have any questions or need assistance, our support team is here for you at support@rockwallet.com.

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