

Cybrid User Agreement

This user agreement (the “**Agreement**”) is an agreement between the user that accepts this Agreement (“**User**”) Cybrid. If User is located in the United States, then Cybrid refers to: **Cybrid US**: Cybrid Inc., a Delaware entity having its principal place of business at 511 S. Orange Avenue, Unit #673, Newark, NJ 07103 USA (“**Cybrid US**”); or if User identified below is located in Canada or otherwise outside of the United States, then Cybrid refers to: **Cybrid Canada**: Cybrid Canada Inc., a Canadian entity having its principal place of business at 161 Bay Street, 27th Floor, PO Box 508, Toronto, ON, M5J 2S1 Canada (“**Cybrid Canada**”). This Agreement governs User use of the services (the “**Services**”) available through the Cybrid website <https://www.cybrid.xyz> (“**Site**”) and any mobile or web applications (each, an “**App**”) through which they may be made available. By checking an opt-in box, clicking on “I accept” or otherwise accepting this Agreement on the sign-up page, installing the App, or otherwise accessing or using the Services, User acknowledges that they have read, understood, and agree to be bound by and comply with the terms of this Agreement. If User is using the Services on behalf of an entity, partnership, or other organization, then User represents that they: (i) are an authorized representative of that entity with the authority to bind that entity to this Agreement and (ii) such entity agrees to be bound by this Agreement. If User does not agree to the terms of this Agreement, then they are not permitted to use the Services.

ARBITRATION NOTICE. BY ACCEPTING THIS AGREEMENT, USER AND CYBRID ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. USER AGREES TO GIVE UP USER RIGHT TO GO TO COURT to assert or defend User rights under this contract (except for matters that may be taken to small claims court). User rights will be determined by a single arbitrator and NOT a judge or jury. See the Arbitration provision below.

FINANCIAL SERVICES: Cybrid is not a Crypto wallet, custodian, Fiat money transmitter or bank and provides only limited financial services consisting of only buying or selling Crypto from or to User. The Cybrid Services are, however, integrated with certain third party servicers who generally are licensed entities and may be banks, that Cybrid calls “**Partners**”.

Cybrid recommends that User saves or prints a copy of this Agreement for their records. If not defined in the body of this Agreement, capitalized terms used in this Agreement are defined in the glossary at the end of this Agreement.

1. Services.

The Services consist of two elements: (i) collecting, storing, processing and communicating Instructions and other information to, from and among User, Partners and Cybrid (the “**Data Transaction Services**”); and (ii) sale or purchase of Crypto to or from Users in two-party transactions (“**Crypto Sales**”). User may make certain selections of Services that they wish to procure through the Application or the Account.

Cybrid will provide the Services to User for the term of this Agreement, subject to the payment of applicable Fees and compliance with the terms of this Agreement. As part of the Services, Cybrid hereby grants to User a non-exclusive, non-transferable, non-assignable right to use the Services, as per the terms of this Agreement. User acknowledges that the Services are cloud-based and hosted services and no copies of the Services or Cybrid System will be delivered to User, other than (where available) the App, subject to the EULA. The Services shall be used by User solely for User own purposes and Cybrid does not convey any right, title or interest in the Services or Cybrid System to User. User right to use the Services shall terminate upon any termination of this Agreement or any suspension or termination of the supply of the Services to User. Services are available in only Active Jurisdictions, as indicated in the Account or the Site.

1.1. Data Processing Services

Partner Agreement Acceptance – Partners

In the course of providing the Services, Cybrid or Partner may present Partner Agreement to User for acceptance via the Account. If User does not accept the applicable Partner Agreement, then User may not carry out any Payment Transactions with them. Once accepted by the User, such Partner Agreement forms a binding legal agreement between User and the Partner and Cybrid is named as a third party beneficiary thereunder entitled to enforce the terms thereof versus User but without prejudice to the rights of Partners thereunder. Cybrid reserves the right to add or remove compatibility with any existing or new Partners without prejudice to the rights of User under Partner Agreement, such as they may be. The data processing services are to communicate User Instructions and provide reporting with respect thereto to, from and among User, Partners and Cybrid.

Payment Transactions – Partners

Except as expressly set out herein, Cybrid shall not perform any Fiat or Crypto Payment Transactions for User. User may, however, use the Services to communicate User Instructions to a Partner that is party to Partner Agreement with the User. Such Partner - engaged directly by the User- may perform a Fiat or Crypto Payment Transaction on behalf of User pursuant to such Partner Agreement. User is responsible for Payment Transactions that it initiates under Partner Agreement.

User grants Cybrid the right and Cybrid has the right to intervene in any Instructions to instruct Partner to suspend, reverse or investigate a Payment Transaction where Cybrid deems the same necessary and in the best interests of User, and Other User, Partner or Cybrid or where required by a Regulatory Authority.

1.2. Crypto Sales

From time to time Cybrid shall offer to sell or purchase Crypto for immediate delivery from or to User as per prices and for Fees set out in the Account. When User wishes to engage in a

Crypto Sale, they shall be invited to accept the terms thereof in the Account and also provide their corresponding Wallet, User Bank Account and other information necessary to carry out the Payment Transaction. All disclosure provided by Cybrid in respect of a Crypto Sale (e.g. price) is incorporated herein by reference and forms part of this Agreement.

User represents that any Wallet they use or propose to use in respect of a Crypto Sale belongs to the User only and not to any third party.

As required by Laws and Regulatory Authorities, Cybrid monitors User Wallet activity before and after Crypto Sales in order to prevent abuse of the Services by terrorists, criminals and money launderers. User shall cooperate with such monitoring and shall supply Cybrid with such information as Cybrid requires to initiate, complete or investigate any Crypto Sale or other transaction where the Services are involved.

While Cybrid will use commercially reasonable efforts to deliver each Crypto purchased to the User Wallet immediately following its receipt of payment of the corresponding Fiat, delivery thereof may be delayed by fraud screening, Crypto network slowdowns or other reasonable basis of delay. Cybrid assumes no liability for the variance in value of Crypto between when User accepts a Crypto Sale and when the corresponding Crypto is delivered to the User Wallet.

1.3. Return Policy

ALL CRYPTO SALE TRANSACTIONS ARE FINAL AND IRREVERSIBLE AS OF WHEN THE TERMS THEREOF ARE ACCEPTED BY USER. CRYPTO SALE TRANSACTIONS CANNOT BE CANCELLED AND THERE ARE NO RETURNS.

Payment Transactions with Partners are subject to such cancellation and return policies as are set out in Partner Agreements.

1.4. Errors

User shall immediately notify Cybrid of any errors by Cybrid or User in the supply or use of the Services. Where practicable, Cybrid shall use commercially reasonable efforts to investigate errors, but makes no representation as to its ability to correct the error. User shall provide Cybrid with any information necessary to investigate an error in a Transaction or an ensuing Payment Transaction. Some Payment Transactions, such as wire transfers, Crypto Sales or exchanges of Crypto for Fiat (or vice versa) and Crypto transmissions are irreversible, so User agrees to exercise extreme caution when initiating any Payment Transaction by way of Instructions delivered one of its Partners through the Services.

2. Cybrid Account

Cybrid shall provide User with a unique and private Data Account accessible through the Service. The Account shall be a record of User Transactions and Fees. Cybrid shall provide User with access codes for the Account. User shall not disclose such codes or permit any third

party to use them. User has exclusive responsibility for the use of User Account. Cybrid will invite User to enter certain preferences and specifications within the Application or the Account that will apply to the Services; User assumes exclusive responsibility for such selections even if they contain errors by User or result in losses to User. Any additional terms and conditions posted to the Site with respect to the Account or specific Services preferences selected by User are incorporated herein by reference. User shall notify Cybrid by email immediately of any loss or disclosure, whether voluntary or otherwise, of any Account password or access code to a third party.

Upon User's request, Cybrid will also issue User a User ID associated with the Account ("**User ID**"). User may share their User ID only with officers, directors, bookkeepers, accountants or other User personnel that are directly employed or engaged by User ("**User Personnel**") provided that User binds such third parties to undertakings of confidentiality and to also honor the terms hereof. User Personnel may only access and use the Services through the User ID and in compliance with this Agreement; User will not allow User Personnel to share the User ID with third parties. User is responsible for all activity occurring under its User ID whether by User Personnel or otherwise. Cybrid reserves the right to replace the User ID in its sole discretion for any reason or for no reason. Any User Personnel who accesses the Services does so subject to this Agreement and User shall ensure that User Personnel comply with the terms hereof.

User shall provide, at User's own expense, all necessary hardware, Wallets, User Bank Accounts, applications and internet connectivity necessary to access the Services. User acknowledges that the internet can be unpredictable in performance, unsecure and may, from time to time, impede access to the Services or performance hereunder. User agrees that Cybrid is not responsible for any internet outages, unsecure WIFI or other connections or any other interference with User's use of or access to the Services or security breaches arising from any User Device and User waives any and all claims against Cybrid in connection therewith.

3. Limitations.

Prohibited Users

The following Persons are prohibited from using the Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have procured services from Cybrid and have been terminated for cause by Cybrid; (iv) Persons who are prohibited by Partner from using Partner Services and (v) individual consumers. The Services may not be used for individual consumer use. User must be a business, charitable organization or not-for-profit organization to use the Services. Cybrid reserves the right to decline to provide Services or terminate Services to one or another type of business; Cybrid shall notify User of prohibited business types through the Site, the Account or the App. In any case, any business that is illegal or operates in support of illegal activity is prohibited from using the Services.

Limitations on Use

User shall not use the Services for any illegal, fraudulent or other prohibited activity. If Cybrid suspects that User may be engaging in or have engaged in a fraudulent, illegal or prohibited activity, including any violation of this Agreement or a Partner Agreement, User access to the Services may be suspended or terminated at the sole discretion of Cybrid. User shall not use the Services to resell them or to supply their own Crypto exchange or sale business or other money services business. User represents that all Crypto Sale transactions hereunder are completed for their own private individual investment purposes only and not to operate a money services or other form of regulated Fiat or Crypto business involving the sale, storage, purchases or trade in Crypto. Additionally, Cybrid may report the transaction to the relevant law enforcement agency or Regulatory Authority. Without limitation, User shall not make or attempt to make Payment Transactions as consideration for or in connection with:

- any illegal act;
- any other category or payer that Cybrid decides to prohibit, in its sole discretion.
- cigarettes, tobacco or e-cigarettes;
- debt elimination, consolidation, or reduction services;
- drugs, alcohol, or drug paraphernalia, or items that may represent these uses;
- fireworks;
- forex or binary or any other variation of trading;
- goods or services that infringe on the intellectual property rights of a third party;
- illegal wildlife trade;
- items that promote hate, violence, racial intolerance, or exploitation of a crime;
- payday loans;
- replica and/or unlicensed branded goods; or
- weapons (including without limitation, knives, guns, firearms or ammunition);

User shall not itself and shall not permit any User Personnel or any other third party to: (i) permit any party to access or use the Services other than the User Personnel authorized under this Agreement; (ii) modify, adapt, alter or translate any software of Cybrid Systems underlying the Services; (iii) license, lease, rent, loan, distribute, or otherwise transfer the Services to any third party; (iv) except if, and solely to the extent that, such a restriction is impermissible under Law, reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of any software or Cybrid Systems underlying the Services; (v) use or copy the any software or Cybrid Systems underlying the Services except as expressly allowed hereunder; (vi) conduct or promote any illegal activities while using the Services; (vii) use the Services to generate unsolicited email advertisements or spam; (viii) use the Services to stalk, harass or harm another individual; (ix) use any high volume automatic, electronic or manual process to access, search or harvest information from the Services (including without limitation robots, spiders or scripts); (x) except if, and solely to the extent that, such a restriction is impermissible under Law, interfere in any way with the proper functioning of the Services or interfere with or disrupt any servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (xi) attempt to gain access to secured

portions of the Services to which it does not possess access rights; (xii) upload or transmit any form of virus, worm, Trojan horse, or other malicious code; (xiii) use any robot, spider, other automatic device, or manual process to extract, “screen scrape”, monitor, “mine”, or copy any static or dynamic web page on the Services or the content contained on any such web page for commercial use without our prior express written permission; (xiv) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; (xv) mirror or frame the Services or any content, place pop-up windows over its pages, or otherwise affect the display of its pages; or (xvi) publicly display or publicly perform any part of the Services. User may not use the Services for any purpose other than a purpose for which the Services are expressly designed. If User is prohibited under Laws from using the Services, User may not use them.

4. CRYPTO RISKS

Depending on User Instructions to Partners, Payment Transactions may include the purchase, transmission or sale of Crypto. Every Crypto Sale also involves Crypto.

User ACKNOWLEDGES THAT CRYPTO IS VERY RISKY AND DIGITAL ASSETS HAVE NO INHERENT VALUE.

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

- a) Crypto is not insured in any way by Partner, Cybrid or any governmental authority; there is no deposit (e.g. FDIC) insurance or other insurance on Crypto;
- b) price and liquidity of Crypto has been, and maybe, subject to large fluctuations on any given day and User may lose any and all value in Crypto at any time;
- c) some Crypto exchanges and Wallets – like those that Partners may supply - have been subject to cyberattacks and other technical issues that have resulted in the loss or theft of Crypto to their users and there is a risk that a similar cyberattack could affect Payment Transactions and result in the theft or loss of User’s Crypto for which User cannot recover;
- d) Crypto is not part of a central bank that can take corrective measures to protect the value of Crypto in a crisis;
- e) changes to Law may adversely affect the use, transfer, exchange, or value of User Crypto and such changes may be sudden and without notice;
- f) Crypto is not legal tender and is not backed by a government; and
- g) Crypto has value only from the continued willingness of market participants to use Crypto, thus Crypto is 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 Crypto asset if the market for such asset disappears.

The risks set out above may, for example, manifest themselves in every Crypto Sale. By making a Payment Transaction, User agrees to assume exclusive liability for that risk.

5. **Cybrid Intellectual Property Rights.**

Cybrid expressly reserves all Intellectual Property Rights in the Services, Cybrid System and all materials provided by Cybrid hereunder. All right, title and interest in the Services and all other materials provided by Cybrid hereunder, any update, adaptation, translation, customization or derivative work thereof, and all Intellectual Property Rights therein will remain with Cybrid or its licensors. Cybrid reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Services without prior notice to User or consent of User. Certain of the names, logos, trademarks, trade names, service marks, content, visual interfaces, interactive features, information, compilation, computer code, products, services, and other materials displayed on the Services ("**Cybrid Materials**"), are protected by Intellectual Property Rights Laws of the United States and Canada and other jurisdictions.

6. **User Data.**

Accuracy

User has sole responsibility for the accuracy, appropriateness and completeness of all User Data. Cybrid will use the User Data it is provided in performing the Services and is not responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of User Data including but not limited to Instructions.

Background Checks

User hereby authorizes Cybrid to, directly or through third parties, make any inquiries and conduct any investigation to verify User identity and risk parameters associated with actual or proposed Payment Transactions.

Security

Cybrid will take reasonable steps to help protect User Data. However, User understands and agrees that such steps do not guarantee that the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. Cybrid reserves the right to cooperate with local, state and federal authorities in investigations of improper or unlawful activities and this may require the disclosure of User's personal information. Cybrid may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

User shall secure User Data in its possession or under its control. User assumes exclusive responsibility for ensuring the security of User Device and the Data on it. Cybrid is not liable for the operation or failure of User Devices or those of any third party, including but not limited to processors, hosting services, internet service providers and other Partners. User shall not operate User Device in a manner that does not meet the applicable security requirements of Cybrid, indicated in the Account or on the Site, or those of Partners.

Cybrid is not responsible for performing, and is not liable for any failure to perform, any back-up of any User Data or other data provided, transmitted, processed, or stored by User in or through the Services. It is User's responsibility to back-up onto a User Device all User Data, including all data and records that User submits to Cybrid.

Collection and Sharing

Subject to the Cybrid Privacy Policy, posted at <https://www.cybrid.xyz> User and each of User Personnel hereby grant Cybrid the right to collect, store, use and disclose User Data for the purpose of providing the Services and its integration with Partner Services selected by User. Where User Data includes data concerning third parties, User states that it has obtained the necessary consents for Cybrid to collect, process, store such data hereunder from the relevant data subjects. Data collected by Cybrid is subject to the Cybrid Privacy Policy, posted at the Site and incorporated herein by reference. Subject to Laws, where Cybrid is subject to a subpoena request for User Data, Cybrid shall provide User with an opportunity to contest the request, failing which Cybrid shall cooperate with the request.

User hereby authorizes Cybrid and each Partner to each obtain from the others and disclose to the others User Data in so far as is necessary to supply their respective services either hereunder or under their respective Partner Agreements.

User hereby instructs each Partner to share with Cybrid any and all Payment Transaction information and other information held or obtained by Partner in respect of User and its Payment Transactions. Cybrid is authorized to use such User Data to perform under this Agreement and each Partner Integration Agreement. User consents to all required disclosures to provide the Services.

The Services requires certain Data concerning User, including but not limited to User name, address, phone number, email address, bank account information, Wallet addresses, Other User information and Partner credentials and account information. User hereby instructs Cybrid to disclose User Data to Partners and other third parties as required to deliver Instructions and otherwise perform the Services. Cybrid has no liability for any collection, processing, storage, use or disclosure of User Data by any Partner or any other third party. Cybrid reserves the right to decline to share User Data with any third party where Cybrid believes that such sharing may expose User or Cybrid to excessive security, financial or reputational risk, provided however that Cybrid shall never be liable for any act or omission of any third party with respect to User Data or otherwise. Cybrid makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility or liability for, the quality, content, nature, veracity or reliability of any User Data whether or not it was supplied by User.

Where required by Law, Cybrid will disclose User Data to law enforcement agencies.

User Data Retention

Cybrid reserves the right to keep User Data for the term of this Agreement and for **five (5) years** thereafter.

Backups

User shall not rely on the Services as its sole repository of Payment Transaction data; User shall periodically download and backup Payment Transaction data outside of the Services for safekeeping.

Feedback

In the event that User provides Cybrid any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Services or Partner Services ("**Feedback**"), User agrees that Cybrid may use the Feedback to modify the Services and that User will not be due any compensation, including any royalty related to the product or service that incorporates the Feedback. User hereby grants Cybrid a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether User provides the Feedback on the Services or through any other method of communication with Cybrid.

Limitations

User shall not take possession of or enter into the Account any data: (i) that User does not have the lawful right to copy, transmit, distribute, and display (including any User Data that would violate any confidentiality or fiduciary obligations that User might have with respect to the User Data); (ii) for which User does not have the consent or permission from the owner of any personally identifiable information contained in the User Data; (iii) that infringes, misappropriates or otherwise violates any Intellectual Property Rights or violates any privacy rights of any third party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; (vi) that violates, or encourages any conduct that would violate, any Laws or regulation or would give rise to civil or criminal liability; or (vii) that contains any viruses, trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Financial Data Processing, Not Advice

The Services shall enable the storage of User Data that is of a financial nature. User acknowledges, however, that the Services do not include the supply of any accounting, financial, investment, legal or other professional advice. Cybrid is not a banking, accounting or other professional services firm. Cybrid does not hold any licenses for the supply of any banking, accounting, financial, investment, legal or other professional advice and none of the Services shall be construed as including any such services. Data presented in the Services, such as financial information, for example, shall not be construed as reflective of the financial status of User. User shall be exclusively responsible for retaining any banking, accounting, financial, investment, legal and other professional advice.

Communications Monitoring

Cybrid may monitor and record support-related and other outbound chats or calls to User, as well as inbound chats or calls to Cybrid by User or User's representatives, for compliance, support, training and other purposes. User agrees that Cybrid may record any correspondence or call between User and Cybrid relating to the Services, and agrees to (i) notify all relevant User employees that calls with Cybrid may be monitored and (ii) indemnify and hold harmless Cybrid from any claim arising as a result of Cybrid's monitoring or recording of calls between Cybrid and User's representatives.

7. Indemnification.

User shall defend, indemnify, and hold harmless Cybrid, its employees, officers, directors Affiliates, suppliers, licensors, Partners and other customers against any and all liability including damages, recoveries, deficiencies, interest, penalties, losses and reasonable attorney's fees arising out of or relating to: (i) any breach of the terms hereof; (ii) any breach of a Partner Agreement; (iii) any violation of any Laws; (iv) any use of User Data by User or a Partner or other third party; (v) User use of the Services, including in combination with any third party service; (vi) any Transaction; (vii) any financial transaction occurring as a result of data communicated via the Services; (viii) any act or omission of any Partner or User; (ix) costs incurred by Cybrid enforcing the terms hereof or responding to any subpoena relating to User, User Data or a Partner; (x) any claim by a governmental taxing authority; or (xi) any dispute between User and any third party or User Personnel.

8. Term, Termination and Suspension

Term

The term of this Agreement ("**Term**") shall begin as of when User accepts this Agreement, completes the Application or obtains an Account and shall continue on a month to month basis until terminated in accordance with the terms hereof.

Termination

Either party may terminate this Agreement at any time for any reason or for no reason. User may terminate by closing their Account or such other means as the Services may provide. Cybrid may terminate this Agreement by notice to User through the Account, by email to the contact information provided in the Application or by other electronic notice to other contact information provided by User to Cybrid.

Suspension

Cybrid may, at its discretion, suspend User access to or otherwise modify, the Services and any component thereof, without notice in order to: (i) prevent damages to, or degradation of the integrity of, Cybrid's internet network; (ii) comply with any Law; (iii) otherwise protect Cybrid from potential legal liability or harm to its reputation or business; or (iv) because Cybrid has opted to

change the Services. Cybrid will use commercially reasonable efforts to notify User of the reason(s) for such suspension or termination action as soon as reasonably practicable. Nothing contained in this Agreement will be construed to limit Cybrid's actions or remedies or act as a waiver of Cybrid's rights in any way with respect to any of the foregoing activities. Cybrid will not be responsible for any loss or damages incurred by User as a result of any termination or suspension of access to or use of the Services.

9. User Support.

Cybrid will use commercially reasonable efforts to provide User with technical support services relating to the Services via its technical support website, email, or telephone.

Cybrid may update the Services in its sole discretion which updates may alter, add or remove functionality of the Services. Cybrid may also, from time to time, schedule downtime for maintenance and upgrades to the Services.

10. Fees.

Cybrid Fees

Access to the Services may require User to pay Fees, as may be further described on the Site, the App or in the Account, all of which disclosure is included herein by reference. All Fees are non-refundable, unless otherwise provided herein. Cybrid reserves the right to amend the Fees by posting new Fees on the Site, in the App or in the Account; such changes shall take effect within thirty (30) days unless accepted by User earlier or are deemed accepted if User does not close their Account within such delay.

Partner Fees

User shall pay Partner Fees to Partners pursuant to Partner Agreement each as may be further described on the Site, the App or in the Account all of which disclosure is included herein by reference. Partners retain the right to amend Partner Fees as per Partner Agreement. Partner shall collect Partner Fees as per Partner Agreement.

Payment of Fees

Payment of Fees related to Crypto Sales Payment Transactions shall be as per disclosure in each such Payment Transaction that User authorizes and shall be set-off from the corresponding Crypto or Fiat settlements made by Cybrid.

Unless otherwise agreed through disclosure in the Account or in writing, User hereby instructs Cybrid to provide each Partner with a standing Instruction to settle all Fees owing to Cybrid and all Partner Fees to Cybrid and Partner by set-offs from their Payment Transactions or by debits from User Bank Account or Wallet, as the case may be. User shall accept such direct debit or similar consents as may be required to give effect to the foregoing.

On request by Cybrid, User shall authorize Cybrid to collect payment of Fees by set-offs from a credit card, debit card or other means of payment; User authorizes Cybrid to charge all Fees and other amounts owing hereunder from such payment method. If User pays any Fees with a credit card, Cybrid may seek pre-authorization of User's credit card account prior to User's purchase to verify that the credit card is valid and has the necessary funds or credit available to cover User's purchase.

The Services may include functionality for activating, updating, or canceling recurring payments for periodic charges. If User activates or updates recurring payments through the Services, User authorizes Cybrid to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or User's account, all accrued sums on or before the payment due date for the accrued sums. If User uses the Services to update or cancel any existing authorized one-time or recurring payment, it may take up to 10 business days for the update or cancellation to take effect.

Without limitation, Cybrid reserves the right to suspend the Services until all Fees or other amounts owing hereunder are paid in full or terminate this Agreement for late payment.

Fees quoted do not include, and User shall hold Cybrid harmless from any fees incurred by failed Transactions due to insufficient funds/crypto in the User account, all sales, use, gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Cybrid.

Crypto Sales Settlements ACH Consent / PAD Authorization

For each Payment Transaction, User authorizes Cybrid, Partner or a designee of either to debit the User Bank Account. US Users hereby agree to the ACH Authorization set out at the end of this Agreement and Canadian or other non-US Users agree to the Pre-Authorized Debit Agreement set out at the end of this Agreement (each, an "**ACH Authorization**"). The User Bank Account used in respect of the ACH Authorization shall be the account supplied for such purpose by the User through the Account, which account number is deemed to be included in this Agreement. Cybrid may use the ACH Authorization to take or settle all Fiat payments with respect to Crypto Sales and also to debit the User Bank Account for any and all liabilities of User to Crypto hereunder.

Insufficient Funds / NSF and failed Transactions

In the event that the Transaction cannot be completed due to the Account not having sufficient funds or crypto, the Transaction will either be reversed or the User will be required to pay any Fees associated with the failed Transaction, including fees that may be owed to Cybrid's Partners or third parties who assist in providing the Services.

Without limitation, Cybrid reserves the right to suspend the Services until all Fees or other amounts owing hereunder are paid in full or terminate this Agreement for failed Transactions.

11. Confidential Information.

Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation of and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth herein. Each party agrees to treat such Confidential Information with the same degree of care and security as it treats its most confidential information. Each party may disclose such Confidential Information to employees and agents who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this Agreement, neither party shall disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, and the duty of confidentiality created by this section shall survive any termination of the Agreement. User Data shall, without limitation, be User Confidential Information. Cybrid Data shall, without limitation, be Cybrid Confidential Information.

12. User Representations and Warranties.

User represents and warrants to Cybrid that:

- User has the legal authority to bind User organization to this Agreement and to perform hereunder and under Partner Agreement to which User is a party. User is the exclusive owner of the Account and is not operating the Account on behalf of any third party.
- User has the legal capacity to enter into this Agreement and perform User obligations hereunder.
- User is a business, charitable organization or not-for-profit organization and shall use the Services for only business purposes and not for individual consumer purposes.
- User shall immediately advise Cybrid of defects in the Services or any claim or threatened claim against Cybrid. User shall immediately notify Cybrid of any defects in a Product for which a Payment Transactions have been used as a payment method.
- User use of the Services conforms to all Laws and the terms of this Agreement.

13. No Warranties by Cybrid.

Content

Content from Partners, Other Users, suppliers, advertisers, and other third parties may be made available to User through the Services. Cybrid does not control such content; User agrees that

Cybrid is not responsible for any such content. Cybrid does not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content and Cybrid assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third party rights related to such content. The Services may contain links to websites not operated by Cybrid. Cybrid is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. User understands that by using the Services, User may be exposed to third-party websites that User finds offensive, indecent or otherwise objectionable. Cybrid makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites, products or services accessible by hyperlink or otherwise from the Site or Services including but not limited to Partner Services. Cybrid provides these links for User's convenience only and does not control such third parties. Cybrid's inclusion of links to such links or integrations does not imply any endorsement of the materials on such third party services or any association with their operators. The Services may contain links to sites that are operated by Cybrid but which operate under different terms. It is User's responsibility to review the privacy policies and terms and conditions of any other site User visits. USER AGREES THAT IN NO EVENT WILL CYBRID BE LIABLE TO USER IN CONNECTION WITH ANY WEBSITES, CONTENT, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.

Services

THE SERVICES AND ALL MATERIAL OR CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYBRID HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CYBRID DOES NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM THE SERVICES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE CYBRID ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. USER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM USER'S USE OF OR ACCESS TO THE SERVICES, USER'S DEALING WITH ANY PARTNER OR OTHER USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. USER UNDERSTANDS AND AGREES THAT USER USES THE SERVICES, AND USES, ACCESSES, DOWNLOADS, OR OTHERWISE OBTAINS MATERIALS OR CONTENT THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, AT USER'S OWN DISCRETION AND RISK, AND THAT USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S PROPERTY (INCLUDING USER'S COMPUTER SYSTEM OR MOBILE

DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND USER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION

14. Limitation of Liability.

IN NO EVENT WILL CYBRID BE LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT EXCEEDING FEES PAID TO CYBRID IN RESPECT OF THE SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY, EXCEPT FOR CYBRID LIABILITY TO SETTLE CRYPTO OR FIAT CONSIDERATION IN A CRYPTO SALE WHERE CYBRID LIABILITY SHALL BE UP TO THE AMOUNT OF SUCH AMOUNT OWING BUT NOT SETTLED.

THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL PARTNERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

IN NO EVENT SHALL CYBRID BE LIABLE TO USER FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFITS, DATA, USE, OR GOODWILL, (III) BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE. IN NO EVENT SHALL CYBRID BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

TO THE EXTENT THAT CYBRID MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF CYBRID'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

Cybrid shall not be liable for any claims, losses or liabilities related to any Product, User or Partner.

15. Notices.

Notices sent to either Party shall be effective when delivered in person or by email, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the official contact designated below and immediately after being received by the other party's server. Notices must be in writing and addressed as follows:

For Cybrid, addressed to _____; and

For User, to the addresses or email address provided by User on Application (as such address or email address may be updated by User from time to time in accordance with this Agreement).

Cybrid may change its contact information by giving notice of such change to the User. User may change its contact information by using the currently available interfaces on Cybrid's website. For contractual purposes, User (i) consents to receive communications from Cybrid in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("**Communications**") that Cybrid provides to User electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. User's consent to receive Communications and do business electronically, and Cybrid's agreement to do so, applies to all of User's interactions and transactions with Cybrid. The foregoing does not affect User's non-waivable rights. If User withdraws such consent, from that time forward, User must stop using the Services. The withdrawal of User's consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between Cybrid prior to the time User withdraws its consent.

By providing Cybrid with User's mobile telephone number, User consents to receiving text messages at that number as requested for account verification, invitations, and other purposes related to the Services. While Cybrid does not charge a fee for text messages, User's carrier may charge standard messaging, data, and other fees. User is responsible for these charges. Cybrid may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. Cybrid is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

16. Governing Law and Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules unless indicated otherwise below, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If User is located in the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, USA, and the venue of any arbitration commenced under this section shall be in Newark, New Jersey, under the rules of the American Arbitration Association. If User is located in Canada or otherwise outside of the United States, this Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada and the venue of any arbitration commenced under this section shall be in Toronto, Ontario under the rules of the Arbitration Act (Ontario).

BOTH USER AND CYBRID AGREE 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 USER AND CYBRID 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 OR PROVINCIAL LAW. BOTH USER AND CYBRID CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

17. General Provisions.

17.1. Electronic Consent. This Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) User electronic signature is associated with the Agreement and related documents, (2) User consents and intends to be bound by the Agreement and related documents, and (3) the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). User agrees (i) that the Agreement and related documents shall be effective by electronic means (ii) to be bound by the terms and conditions of this Agreement and related documents and (iii) that User has the ability to print or otherwise store the Agreement and related documents.

17.2. Assignment. User may not assign this Agreement or any of its rights or obligations hereunder to any third party without prior written consent of Cybrid. Any assignment in violation of this section shall be void. Cybrid may assign this Agreement without restriction and without any notice to User. The terms of this Agreement shall be binding upon permitted successors and assigns. User agrees that on a sale of all or substantively all of the assets of Cybrid, Cybrid may include in the sale the copy of User's payment method (e.g. User Bank Account information, Wallet information, credit card information) used to pay Fees hereunder or Merchant Fees under Merchant Terms.

17.3. Right to List as a User. User agrees that Cybrid may utilize User's entity name in listings of current customers. Use of User's name in any other marketing materials or press announcements will be submitted to User in advance for approval, and such approval will not be unreasonably withheld.

17.4. Compliance with Export Regulations. User has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Cybrid harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. User shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws.

- 17.5. European Union Residents. If User resides in the European Union (EU) or if any transfer of information between User and the Services is governed by the European Union Data Protection Directive or national laws implementing that Directive, then User consents to the transfer of such information outside of the European Union to its country and to such other countries as may be contemplated by the features and activities provided by the Services.
- 17.6. Construction. Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term “including” means “including without limitation.” The headings of sections of this Agreement are for reference purposes only and have no substantive effect.
- 17.7. Force Majeure. User acknowledges and understands that if Cybrid is unable to provide Services as a result of a force majeure event Cybrid will not be in breach of this Agreement and will not be liable for delays caused by such event. A force majeure event means any event beyond the control of Cybrid.
- 17.8. Severable. NOTHING IN THIS AGREEMENT WILL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO USER. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and the validity, legality, and enforceability of all other provisions shall remain in full force and effect.
- 17.9. Waiver. The failure to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law in one instance shall not preclude enforcement thereof on future occasions.
- 17.10. Independent Contractors. User’s relationship to Cybrid is that of an independent contractor, and neither Party is an agent or partner of the other. User will not have, and will not represent to any third party that it has, any authority to act on behalf of Cybrid.
- 17.11. Third Party Beneficiaries. Each Partner is a third party beneficiary hereunder for purposes of indemnity and limitations on liability.
- 17.12. Entire Agreement. In the event of any conflict between this Agreement and the information provided during Application or otherwise on the Site, in the App or in the EULA, this Agreement shall control. In the event of any inconsistency between the body of this Agreement and the Cybrid Privacy Policy, the former shall prevail. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, or other communications, whether written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent

and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

17.13. Amendments. Cybrid reserves the right to change this Agreement at any time and from time to time upon notice by posting revisions to this Agreement (including the description of the Services) on the Site. Continued use of the Services after User become aware of any such changes shall constitute User's consent to such changes. User is responsible for regularly reviewing the most current version of this Agreement which is available on Cybrid's website.

17.14. English Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

17.15. Survival. Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for User's payment of all sums then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy all Confidential Information. The following Sections will also survive expiration or termination of this Agreement for any reason: the introductory paragraph, Sections 3 Limitations, 4 Cybrid Intellectual Property Rights, 7 Indemnity, 10 Fees, 11 Confidential Information, 12 User Warranties, 13 No Warranties by Cybrid, 14 Limitation of Liability, 15 Notices, 16 Governing Law and Arbitration, 17 General Provisions and 18 Glossary.

18. Glossary.

The following words used in this Agreement are defined as follows:

Account means a data-only account made available to User by Cybrid through the Site or the App through which User can deliver Instructions and send or receive other information in relation to the Services, Transactions and Payment Transactions.

Affiliate means, in relation to a Person, another Person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Person, or a Person's principal partners, shareholders, or owners of some other ownership interest.

Agreement means this agreement made between Cybrid and User.

App means an application (if any) available for download to certain mobile devices through which User can access the Services, subject to the EULA.

Application means the form or application completed by User when registering for or applying for the Services all of which is incorporated herein by reference.

Confidential Information means all proprietary, secret or confidential information or data relating to either party and its affiliates, operations, employees, products or services, clients,

customers or potential customers. Confidential Information shall include customer lists, cardholder account numbers, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by Law.

Crypto means virtual currency that is not a security in any of the jurisdictions where User or Cybrid are located (e.g., Bitcoin).

Cybrid Data means information concerning Services or provided to User by Cybrid through the Account or otherwise.

Cybrid Privacy Policy means the privacy policy of Cybrid appended to this agreement posted at the Site such as it is from time to time.

Cybrid System means a cloud-based system operated by Cybrid that allows User to access User Account and the Services.

Data means User Data or Cybrid Data.

Data Protection Legislation means all applicable data protection laws, including all UK data protection laws, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation (or directive) relating to privacy.

Effective Date has the meaning set out in the preamble of this Agreement or otherwise in the Application.

EULA means an end-user license agreement pursuant to which the App is licensed to the User for the limited purpose of accessing the Services.

Fees means fees payable by User for use of the Services, as disclosed on the Site, the App or in the Account.

Fiat means currency issued by a sovereign nation or national bank (e.g. USD).

Instructions means User or Other User instructions as to a Payment Transaction delivered or received in a manner that is compatible with the Services, such as they may be from time to time.

Intellectual Property Rights means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, works of authorship, inventions, discoveries and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations,

renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Laws shall mean laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal by laws, whether domestic, or foreign, all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any government authority having jurisdiction.

Active Jurisdictions means those jurisdictions in which Cybrid offers the Services, such as they may be from time to time.

Other User means a use of Cybrid Services that is not the User under this Agreement.

Partner Agreement means an agreement between User and a Partner concerning the supply of Partner Services to User.

Partner Fees means fees charged to User by Partner under a Partner Agreement.

Partner Integration Agreement means an agreement between Partner and Cybrid pursuant to which Partner has agreed to integrate Partner Services with the Services of Cybrid.

Partner means a third party provider of Crypto or Fiat financial, payment, exchange, transmission or remittance services that: (i) is party to a Partner Integration with Cybrid; (ii) that Cybrid indicates in the Account is compatible with the Services; and (iii) has entered into Partner Agreement with User pursuant to which the Partner provides Partner Services to User.

Partner Services means the services of a Partner provided pursuant to Partner Agreement.

Party means either User or Cybrid and **Parties** means both User and Cybrid.

Payment means payment under a Payment Transaction including settlement of Funds or Crypto.

Payment Transaction means (i) such Fiat or Crypto transactions as Partners make under Partner Agreements; or (ii) a Crypto Sale hereunder between User and Cybrid.

Person is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

Product means any product or service for sale or provided or procured by User or for which a Partner is used to make payment or for which Services is used to assist in a payment.

Regulatory Authority means a government bank, ministry or other agency having legal jurisdiction over the User or Cybrid.

Site means <https://www.cybrid.xyz>.

Term has the meaning set out in Section 8..

Transaction means sending or attempted sending of Data, by way of the Services, between any of User, Cybrid, Partner an Other User or another third party.

User Bank Account means a bank or financial account of the User identified by User as being an account from which: Partner may debit or deposit funds under Partner Agreement; and from which Cybrid, or its designee, may debit Fees or other amounts owing hereunder.

User Data means any and all non-public identifiable personal information of Users.

User Device means computer system, tablet, phone, authenticator or Wallet used by User to access the Services, Partner Services or manage Data or User business.

User means you and if you are using the Services on behalf of a company, entity, or organization, the entity, partnership or organization, then 'you' also includes such entity.

Wallet means the Crypto wallet of User or Cybrid.

ACH Consent

User agrees that information required to complete the ACH Consent herein may be completed within the Account where provided for by Cybrid.

For US Users only the following ACH Consent shall apply:

US ACH CONSENT

User desires to effect settlement of credits and debits from the User Deposit Account by means of ACH and/or wire transfer in conjunction with the Services for its Users by Cybrid. In accordance with this desire, User authorizes Cybrid and/or its affiliates to initiate debit and credit entries to the User Deposit Account (the details of which are set out below). User agrees to maintain sufficient funds in User Deposit Account to cover debit transactions. By signing this authorization, User states that it has authority to agree to such transactions and that the User Deposit Account indicated is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until Cybrid receives written notice from User revoking it. This authorization is for the payment for Transactions, or any other sums owed to Cybrid or its Affiliates. User also certifies that the appropriate authorizations are in place to allow User to authorize this method of settlement. All changes to the identification of the User Deposit Account under this authorization must be made in writing in accordance with the Agreement. User understands that if the information supplied as to the ABA Routing Number and Account Number of the User Deposit Account is incorrect, and funds are incorrectly deposited, Cybrid will attempt to assist User in the recovery of such funds but has no liability as to restitution of the same. Cybrid's assistance in recovering the funds, where available, will be billed to User at Cybrid's current hourly rate for such work. User acknowledges that the origination of ACH transactions to the User Deposit Account must comply with the provisions of U.S. law.

DETAILS FOR REPETITIVE TRANSFERS TO AND FROM USER DEPOSIT ACCOUNT ARE AS PROVIDED VIA THE ACCOUNT OR AS OTHERWISE REQUIRED BY CYBRID.

For Canadian Users only the following ACH Consent shall apply:

CANADIAN

PRE-AUTHORIZED PAYMENT PLAN (“PAD”) AUTHORIZATION / ACH CONSENT

User hereby authorizes Cybrid to draw on or deposit to the account maintained by User at the bank identified below, on a blank cheque provided by User or otherwise identified for Cybrid for such purposes (the bank being “Bank and such account the “**Designated Account**”). The foregoing consent is provided pursuant to the Agreement between User and Cybrid (the “**Agreement**”) and is to allow for Cybrid to settle or to receive provisional funding of User fees pursuant to the Agreement, for the purpose of paying all regular payments and all other amounts owing by User to Cybrid pursuant to the terms of the Agreement, including without limitation, charges, fines, fees, penalties, payment of current or past due amounts for equipment lease, rental or purchase and all other amounts owing in the event of a default under the Agreement and for paying all amounts owing under any other agreement with Cybrid or any of its affiliates for any related services (the “PAD Authorization”). In respect of payment of any amounts owing all regular recurring payments will be debited on or about the 17th day of each month (or on such other day, each month, mutually agreeable to the parties), in each case, in the amounts set out in the Agreement.

For debits other than regular recurring debits and/or one time payments owing in connection with the Agreement, User understands that Cybrid will obtain User’s authorization prior to initiating any such debit.

In particular, User further agrees that if any payment is dishonoured by the Bank for any reason, then Cybrid shall be entitled to issue another debit in substitution for the dishonoured debit. User acknowledges that this PAD Authorization is provided for the benefit of Cybrid and the Bank and is provided in consideration of the Bank agreeing to process debits against User’s Designated Account in accordance with the rules of the Canadian Payments Card Organization.

[USER BANK ACCOUNT INFORMATION IS AS PROVIDED VIA THE ACCOUNT OR BY SUCH OTHER MEANS AS CYBRID MAY REQUIRE].

USER shall be charged a fee for each credit and debit, that cannot be processed and all subsequent funding may be suspended until USER either (i) notifies Cybrid that credits and debits can be processed or (ii) a new Authorization is signed by USER. Bank must be able to process or accept credits and debits electronically.

Bank’s treatment of each debit shall be the same as if USER had issued its cheque authorizing the Bank to pay as indicated and to debit the amount specified to USER’s Designated Account. USER confirms that this means, in part, that the Bank is not required to verify that a pre-authorized debit has been issued in accordance with USER’s instructions or that some pre-condition to payment has been met or satisfied.

This PAD Authorization may be canceled at any time by written notice by USER to Cybrid which notice shall be effective five business days after receipt. To obtain a sample cancellation form, or for more information on the right to cancel this PAD Authorization, User understands that User may contact Bank or visit www.cdnpay.ca. This PAD Authorization applies only to the method of payment and User agrees that revocation of this PAD Authorization does not terminate or otherwise having any bearing on the Agreement. This PAD Authorization may be

discontinued at any time by Cybrid without notice. Delivery of this PAD Authorization, to Cybrid, constitutes delivery by USER to Bank. USER confirms that the debits authorized hereunder are for business purposes. USER hereby waives the right to receive any notice, written or otherwise, from Cybrid of the amount to be debited and the date(s) on which such debits are to be processed, as well as notice of any and all future changes to the amounts or payment dates.

User hereby waives the “Pre-notification/Confirmation” requirements set out in Appendix II of Rule H1 (“Pre-authorized Debits”) of the Canadian Payments Card Organization.

User understands that User has recourse rights if any debit does not comply with this PAD Authorization. For example, User has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Authorization. To obtain more information on User recourse rights, User may contact the Bank or visit www.cdnpay.ca.

USER consents to the disclosure of any relevant information contained in the Agreement and this PAD Authorization to the financial institution for purposes of the Automatic Debit Program.

Cybrid may assign this PAD Authorization, whether directly or indirectly, by operation of law, change of control, or otherwise, by providing at least 10 days prior notice to User.

All capitalized terms used in this PAD Authorization and not otherwise defined shall have the meaning set out in the Agreement.

User understands that User may contact Cybrid at the address or phone number in the Agreement to make inquiries, obtain information or seek any recourse rights.

Appendix A

PRIVACY POLICY

LAST UPDATED October 10, 2023

Cybrid, Inc. and its affiliates ("**Cybrid**") knows that you care about how your personal information is used and disclosed, and we take your privacy seriously. Our primary goal is to provide you with exceptional service, and we understand that you may have questions or concerns regarding your personal information and how it will be used. As a company operating in multiple jurisdictions, we follow the General Data Protection Regulation (GDPR) to protect personal information.

To make this privacy notice easy to find, we make it available from the home page of the Cybrid website at Cybrid.xyz (the "**Website**"). You may also email us at support@cybrid.xyz with any privacy-related questions you have.

To Whom Does This Privacy Policy Apply?

This privacy notice applies to all information we collect through our Services from current and former Cybrid users, including you. "**Services**" means any products, services, content, features, technologies, or functions, and all related websites, applications and services offered to you by Cybrid, Inc. in connection with a Cybrid account. When you are no longer our customer, we continue to disclose your information as described in this statement.

We share your information with other Cybrid companies ("**Affiliates**"), as well as trusted third parties and service providers, in order to offer our Services and fulfill legal requirements. Personal information that we process and collect may be transferred between companies, Services, and employees affiliated with us as a normal part of conducting business and offering our Services to you.

As the Services evolve we may occasionally update this privacy notice to reflect changes to our business, Services, or applicable laws. If the revised version requires notice in accordance with applicable law, we will provide you with 30 days prior notice by posting notice of the change on the "**Privacy Policy**" page of our website, otherwise the revised Privacy notice will be effective as of the published effective date.

Throughout this statement, we use the term "**personal information**" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been aggregated and/or anonymized so that it does not identify a specific person.

What Information Do We Collect?

When you visit our website or use one of our Services, we collect your IP address, and standard web log information, such as your browser type and the pages you accessed on our website. We also may collect

Geolocation Information (defined below). If you do not agree to our collection of this information, you may not be able to use our Service.

If you open a Cybrid account, we collect the following information from you:

- Account Information - text-enabled cellular/wireless telephone number, machine or mobile device ID and other similar information;
- Identification Information - your name, street address, email address, date of birth, and Social Security Number ("SSN") (or other governmental issued verification numbers);
- Device Information - information about you: (a) from your mobile device or computer such as your device type, machine or mobile device identification number, Geolocation Information, time zone, language setting, browser type, and IP address, and (b) from third parties for purposes of transaction processing, identity verification, fraud detection or prevention and other similar purposes.
- Geolocation Information - information that identifies with reasonable specificity your location by using, for instance, longitude and latitude coordinates obtained through GPS, Wi-Fi, or cell site triangulation. We will collect this data for fraud and risk purposes. In addition, some of our Services may ask you for permission to disclose your current location within your device settings to enhance our Services. If you do not agree to our collection of Geolocation Information, our Services may not function properly when you try to use them. For information about your ability to restrict the collection and use of Geolocation Information to enhance our Services, please refer to the settings available in your device;
- Financial Information - bank account online login information, bank account and routing numbers linked to your Cybrid account.

We may also collect the above data from other third parties, including service providers, internet service providers, merchants, credit reporting agencies, government entities, data brokers, data analytics providers, advertising networks and financial institutions.

We are committed to providing a safe, secure and all around great service. Therefore, before permitting you to use the Services, we may require additional information from you we can use to verify your identity, address or other information to comply with law or to manage risk and compliance throughout our relationship. We may also obtain information about you from third parties such as identity verification, fraud prevention and similar services.

When you are using the Services, we collect information about your account transactions and we may collect Geolocation Information and/or information about your computer or your operating systems or other access device for fraud prevention and other similar purposes.

Finally, we may collect additional information from or about you in other ways not specifically described here. For example, we may collect information related to your contact with our customer support team, store results when you respond to a survey, or when you use another Cybrid service.

The Services are not directed to children under the age of 13. If we obtain actual knowledge that we have collected personal information from a child under the age of 13, we will promptly delete it, unless we are legally obligated to retain such data. Contact us if you believe that we have mistakenly or unintentionally collected information from a child under the age of 13.

How Do We Use Cookies?

When you visit or use our Services, or visit a third-party website or mobile application through which we offer our services, we and certain business partners and vendors may use cookies and other tracking technologies (collectively, "Cookies"). We use Cookies to recognize you as a customer; customize Services, other content and advertising; measure the effectiveness of promotions; perform a wide range of analytics; mitigate risk and prevent potential fraud; and to promote trust and safety across our Services.

Certain Services are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of certain Services may be limited or not possible.

Do Not Track ("DNT") is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. We do not respond to DNT signals.

How Do We Store and Protect Personal Information?

We store and process your personal information using third party servers located in data centers in the United States. This information is protected by physical, electronic and procedural safeguards in compliance with applicable US federal and state laws and regulations. We also use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our office and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

We strive to ensure security on our systems. Despite our efforts, we cannot guarantee that personal information may not be accessed, disclosed, altered or destroyed by breach of our administrative, managerial and technical safeguards. Therefore, we urge you to take adequate precautions to protect your personal information as well, including never sharing your Cybrid password with anyone.

If Cybrid learns of a systems security breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Services, you agree that Cybrid may communicate with you electronically. Cybrid may post a notice on the website or mobile application if a security breach occurs. We may also send an email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice of a security breach), please email us at **support@cybrid.xyz**.

How Long Do We Store Your Personal Information?

We retain your Personal Information for as long as needed or permitted in context of the purpose for which it was collected and consistent with applicable law.

The criteria used to determine our retention period is as follows:

Personal Information used for the ongoing relationship between you and Cybrid is stored for the duration of the relationship plus a period of 10 years, unless we need to keep it longer, such as:

- a legal obligation or compliance with laws to which we are subject is retained consistent with the applicable law, such as under Anti-Money Laundering obligations;
- litigation, investigations, audit, and compliance practices, or to protect against legal claims.
- Customers also have various data retention and deletion rights enshrined by law throughout the world including, but not limited to, GDPR, CCPA, and PIPEDA.

How Do We Use the Personal Information We Collect?

Our primary purpose in collecting personal information is to provide you with a safe, smooth, and efficient experience. We may use your personal information to:

- provide the services and customer support you request;
- process transactions and send notices about your transactions activity;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement through the use of our risk and fraud tools which may include use of Account Information, Identification Information, Financial Information, Device Information, and Geolocation Information;
- create an account connection between your Cybrid account and a third-party account or platform;
- customize, personalize, measure, and improve our services and the content and layout of our website;
- send you updates about new products and services that we are offering;
- compare information for accuracy and verify it with third parties; and
- perform other duties as required by law.

If you elect to disclose your Geolocation Information, we will use this information to enhance the security of the Services and we may use this information to provide you with location-specific options, functionality, and offers.

How Do We Disclose Personal Information to Other Parties?

Cybrid does not disclose your personal information with third parties for their promotional or marketing purposes.

Some personal information is public information and may be seen by anyone on the internet, whether or not they have a Cybrid account. Public information may also be seen, accessed, reshared or downloaded through Cybrid's APIs or third-party services that integrate with our products.

We may disclose your personal information with:

- Our affiliates, but only for purposes allowed by this document;
- Companies that Cybrid, Inc. plans to merge with or be acquired by or, in the event of any bankruptcy, a bankruptcy estate. Should such a combination occur, we will require that the new combined entity follow this privacy notice with respect to your personal information. If your personal information could be used contrary to this statement, you will receive prior notice and the opportunity to communicate preferences you may have, if applicable;
- Third party firms through which Cybrid offers its services;
- Law enforcement, government officials, or other third parties if PayPal is compelled to do so by a subpoena, court order or similar legal procedure; when it is necessary to do so to comply with law; or where the disclosure of personal information is reasonably necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Cybrid User Agreement, or as otherwise required by law;
- Third party service providers who assist us in providing Services to you or who provide fraud detection or similar services on our or any vendor's behalf;
- Service providers under contract who help with parts of our business operations (for example, fraud prevention, payment processing, or technology services). Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit; and
- Other third-parties with your consent or at your direction to do so, including if you authorize an account connection with a third-party account or platform.

For the purposes of this privacy notice, an "account connection" with such a third party is a connection you authorize or enable between your Cybrid account and a non-Cybrid account, payment instrument, or platform that you lawfully control or own. When you authorize such a connection, Cybrid and the third-party will exchange your personal information and other information directly. Examples of account connections include, without limitation: connecting your Cybrid account to a third-party data aggregation or financial services company, if you provide such company with your Cybrid account log-in credentials.

If you connect your Cybrid account to other financial accounts, directly or through a third-party service provider, we may have access to your account balance and account and transactional information, such as purchases and funds transfers. If you choose to create an account connection, we may receive information from the third-party about you and your use of the third-party's service. We will use all such information that we receive from a third-party via an account connection in a manner consistent with this privacy notice.

Information that we disclose with a third-party based on an account connection will be used and disclosed in accordance with the third-party's privacy practices. Before authorizing an account connection, you should review the privacy notice of any third-party that will gain access to your personal information as part of the account connection. For example, personal information that Cybrid discloses with a third-party account or platform may in turn be disclosed with certain other parties, including the general public, depending on the account's or platform's privacy practices.

If you choose to use Siri or iMessage to use the Services, such use is subject to Apple's terms and conditions for use of iMessage and/or Siri, as applicable, and the terms of the Cybrid User Agreement. By using Siri or iMessage, you authorize us to disclose some of your Cybrid account data (including transaction instructions and transaction notes) with Apple to allow it to facilitate transaction requests made through Siri or iMessage on iOS. Data disclosed with Apple will be used pursuant to Apple's then-current user agreements and privacy policies. You can grant or revoke Apple's access to Cybrid on iOS at any time under the "Siri" or "iMessage" settings on your iPhone.

How Can You Access and Change Your Personal Information?

You can review and update your personal information in your account settings at any time by logging in to your account.

California

Residents of California have certain rights under the California Consumer Privacy Act (CCPA), and Cybrid provides the following disclosures regarding the collection, use, and disclosure of personal information.

We may collect and process information about California residents, and use such information, as defined in this Privacy Policy.

Under the CCPA, California residents have the following rights:

- Right to Know: California residents have the right to request information about the categories and specific pieces of personal information collected, the categories of sources from which it was

collected, the business purposes for collecting or selling the information, and the categories of third parties with whom it is shared.

- Right to Delete: California residents have the right to request the deletion of their personal information.
- Right to Opt-Out: California residents have the right to opt-out of the sale of their personal information if applicable.
- Right to Non-Discrimination: California residents have the right not to be discriminated against for exercising their privacy rights under the CCPA.

How to Exercise Your Rights:

- California residents can exercise their rights by emailing legal@cybrid.xyz.

If you have any questions or concerns about our CCPA compliance or your privacy rights, please contact us at legal@cybrid.xyz.

Links to Other Services or Sites

The Services may contain links to (or allow you to link to) other third-party services or websites. Cybrid does not control the information collection of third-party services or websites that can be reached through such links. We encourage our users to be aware when they are linking to a third-party service or website and to read the privacy notices of any third-party service or website that collects personally identifiable information.

Data use based on your consent

Cybrid uses certain third party service providers in order to provide the Services to you.

In using the Services, you consent to Cybrid providing any Personal Information as may be required for third parties to provide the Services to you.

You have the right to withdraw your consent at any time on a go-forward basis (which will not affect our prior use of your data, based on your previously given consent). You may change your device-based or in-app settings anytime

How Can You Contact Us?

If you have questions or concerns regarding this privacy notice, or any feedback pertaining to your privacy and the Services that you would like us to consider, please email us at support@cybrid.xyz.