UTOPPIA FRAMEWORK TERMS & CONDITIONS
Connected Balance & Multi-Provider Ecosystem

(the "**Framework Terms and Conditions**")

Effective as of July 23rd, 2026

1. INTRODUCTION

These Framework Terms and Conditions govern access to and use of the platform made available by **Utoppia, Inc.** and / or its affiliates or subsidiaries ("**Utoppia**", and the platform, "**Platform**"), and services provided therein by third parties, including the connected financial experience branded as "ONED", and the broader ecosystem of integrated financial, digital asset, rewards, payment, and commerce-related services made available through the Platform.

Utoppia is a technology company and operates as a technology-enabled orchestration Platform connecting users with multiple independent regulated providers across banking, financial, digital assets, payments, rewards, card issuance, investment and other connected commerce services or regulated services (the "**Services**"). Utoppia does not itself provide any such Services nor holds digital asset custody. Such Services, as available in the Platform, are provided exclusively by independently licensed and regulated third-party service providers.

The Platform is designed to provide users with a connected experience across these ecosystems through a connected balance architecture and interoperable digital infrastructure.

By accessing or using the Platform, users acknowledge that the Services available through the Platform are delivered through a multi-provider ecosystem involving multiple independent third-party regulated entities operating under their own legal and regulatory frameworks.

The Platform and the Services are not available in the United States and certain other jurisdictions identified as "unsupported countries", as published at the FAQs section of the Platform, and updated from time to time by Utoppia at its sole discretion.

2. ACCEPTANCE OF MULTI-PROVIDER FRAMEWORK

By registering for, accessing, or using the Platform, the user acknowledges and agrees that the Platform operates through a multi-provider ecosystem integrating services from regulated financial institutions, payment providers, digital asset infrastructure providers, card issuers, rewards platforms, and other Third-Party Services providers (the "**Third-Party Service Providers**"). Third-Party Service Providers may include, as applicable, the applicable banking partner then supporting the Platform (including any successor or replacement banking partner), the issuer of any prepaid card, Payblr Inc., AUNTAPI LLC (TAPI), System Pay Services (US), Inc. (BVNK) or any applicable digital asset provider, Coinbase Inc., or any applicable stablecoin infrastructure or custody provider, or any applicable ONED-related infrastructure entity (i.e., Stablecoin Infrastructure Provider), and their respective affiliates acting solely in their capacity as technology providers -including the Navigator Currency Cron Robot (“NCCR”) technology, which enables the automated consumption, conversion, liquidation, or relocation of eligible assets for settlement purposes-, rewards providers, Connected Balance providers, or program-related providers, W2B Inc. (Wealth2B), Alpaca Securities LLC, or any other provider, and any related party, successor, replacement, affiliate, subcontractor, processor, or service provider appointed, integrated, or made available from time to time, by Utoppia, and/or any of its affiliates, or any Connected Ecosystem Entities, as defined below.

The user agrees to be bound by:

(i) the Utoppia Inc. General Terms of Service;

(ii) all applicable Third-Party Service Providers terms governing specific Services accessed through the Platform; and

(iii) any supplemental product-specific disclosures, agreements, or consents presented within the Platform.

The user further acknowledges that different components of the ecosystem may be governed by separate contractual, operational, compliance, and regulatory frameworks depending on the nature of the Service being utilized.

3. ROLES OF UTOPPIA AND THE CONNECTED ECOSYSTEM ENTITIES

Utoppia, MB LAC Inc., Miles Blue Inc. and other entities (collectively, the “**Connected Ecosystem Entities**”) may support the connected ecosystem in different capacities, including as technology platform providers, program managers, orchestration providers, and technology integration entities supporting the connected ecosystem experience available through the Platform.

The Connected Ecosystem Entities’ responsibilities, as applicable to each entity’s role, may include:

* managing the platform experience and connected balance environment;
* providing technology infrastructure and orchestration services;
* enabling integrations between participating providers;
* facilitating transaction routing and connected commerce functionality;
* supporting interoperability between rewards, payments, digital balances, and financial experiences; and
* enabling user interaction with participating financial and digital asset providers.

The Connected Ecosystem Entities do not operate as banks, depository institutions, money custodians, broker-dealers, exchanges, card issuers, payment processors, investment advisers, custodians, money transmitters, or regulated financial institutions unless expressly stated otherwise under a separate regulated framework and only to the extent duly licensed or authorized under applicable law.

The Connected Ecosystem Entities do not:
* accept deposits;
* hold or custody customer fiat funds;
* issue bank accounts;
* directly custody digital assets;

* issue regulated financial products;
* provide investment, tax, accounting, or financial advisory services;
* transmit money or act as a money services business;
* operate as a broker-dealer, investment adviser, or securities intermediary;
* operate as a cryptocurrency or digital asset exchange, marketplace, or trading platform;
* act as a virtual asset service provider;
* provide crypto-asset custody, staking, lending, or yield-generating services;
* issue, manage, or administer payment cards, prepaid cards, credit cards, or debit cards;
* provide electronic money (e-money) services or issue electronic money instruments;
* provide payment processing, clearing, or settlement services;
* act as a fiduciary, trustee, or custodian of customer assets;
* provide lending, credit, or loan services of any kind;
* perform foreign exchange, currency conversion, or remittance services directly; or
* provide any other service that requires licensing, registration, or authorization by any financial or securities' regulatory authority.

Any activities that require regulatory licensing or authorization are performed solely by the applicable Third-Party Service Providers.

All regulated financial services are provided exclusively through independent Third-Party Service Providers operating under their respective licenses and regulatory frameworks.

4. ONED

ONED is a custom stablecoin backed on a one-to-one basis by USDC, which powers *Gennius XYZ* rewards, payments, commerce, and digital financial experiences through one interoperable digital value layer within the Platform. ONED is minted through smart contract infrastructure deployed and maintained by an independent stablecoin infrastructure provider (currently Coinbase, Inc. or its affiliates, or any successor or replacement provider appointed from time to time) (the "**Stablecoin Infrastructure Provider**"). ONED is not issued, minted, managed, controlled, or custodied by Utoppia or any of the Connected Ecosystem Entities. ONED is minted ("**Minting**") on applicable blockchain networks through dedicated smart contracts in exchange for USDC (or other applicable reserve stablecoins) on a one-to-one basis, and is redeemable ("**Redemption**") solely for USDC or other applicable reserve stablecoins, and not for U.S. dollars or any other fiat currency directly from the Stablecoin Infrastructure Provider. Both Minting and Redemption are performed exclusively by and through Stablecoin Infrastructure Provider and its designated smart contract infrastructure. ONED is not a deposit, bank account, stored value account, e-money account, security, commodity, investment product, or regulated financial product. ONED is not insured by the FDIC, SIPC, or any other governmental deposit insurance or investor protection scheme, and does not constitute legal tender or money in any jurisdiction.

The reserves backing all outstanding ONED (the "**Reserves**") are held and managed exclusively by the Stablecoin Infrastructure Provider on at least a one-to-one basis at all times. All Reserves are segregated from, and not commingled with, any assets of the Stablecoin Infrastructure Provider, its affiliates, or any of their other customers. The Stablecoin Infrastructure Provider is contractually required to: (a) reflect on its books and records that the Reserves are held for the benefit of all holders of ONED; (b) not create, incur, or suffer to exist any lien, pledge, hypothecation, or encumbrance of any kind on the Reserves; and (c) publish, no less frequently than weekly, information attesting that the Reserves are at least equal to all outstanding ONED, such attestations to be made publicly available by the Stablecoin Infrastructure

Provider through its website or other public reporting channels. None of the Connected Ecosystem Entities holds, manages, controls, administers, or has any access to the Reserves at any time, and the Connected Ecosystem Entities assume no responsibility or liability with respect to the sufficiency, composition, management, or custody of the Reserves. The Stablecoin Infrastructure Provider may, at any time: (i) freeze transfers of ONED; (ii) pause Minting and/or Redemption; (iii) limit or suspend access to the smart contracts; and/or (iv) block certain blockchain addresses, in each case if required by applicable law, governmental authority directive, imminent security threat, or material breach. Any ONED subject to freeze, seizure, or forfeiture may become permanently unrecoverable. None of the Connected Ecosystem Entities has the ability to prevent, reverse, or influence any such action, and assumes no liability in connection therewith.

Users acknowledge and agree that the operational roles within the ONED stablecoin ecosystem are allocated as follows:

* the Stablecoin Infrastructure Provider is responsible for: (a) deploying, operating and maintaining the smart contract infrastructure enabling the minting and redemption of ONED; (b) custody and management of the Reserves; (c) providing the technical infrastructure for minting, redemption, and on-chain operations; (d) publishing periodic reserve attestations; and (e) operating the relevant platforms on which ONED may be transacted; and

* each Connected Ecosystem Entity is solely responsible for complying with the KYC, AML and sanctions requirements applicable to its respective role and activities within the ONED stablecoin ecosystem, and no Connected Ecosystem Entity shall be deemed responsible for the compliance failures, omissions or breaches of any other Connected Ecosystem Entity.

* the Connected Ecosystem Entities role is limited to coordinating integration of ONED into the Platform, and facilitating user instructions for Minting and Redemption through the Stablecoin Infrastructure Provider's systems -without at any time taking custody, control, or possession of ONED, USDC, or the Reserves. For the avoidance of doubt, none of the Connected Ecosystem Entities acts as issuer, custodian, trustee, fiduciary, administrator, money transmitter, or exchange operator of ONED or the Reserves. Connected Ecosystem Entities function solely as technology orchestration and program management providers, facilitating user access to the ONED ecosystem through the Platform interface, and do not perform any regulated activity in connection with the issuance, custody, minting, redemption, or reserve management of ONED.

5. CONNECTED BALANCE ARCHITECTURE

The “**Connected Balance**” is a technology-enabled representation layer designed to provide users with connected experience across multiple forms of value and connected ecosystems. The Connected Balance experience and service should be distinguished from ONED as a digital stablecoin functionality, which is subject to separate product-specific terms and disclosures.

The Connected Balance functionality is made available to you through services provided by GENNIUS GLOBAL HOLDING HUB LTD. and its affiliates and processes through its proprietary technology known as the Navigator Currency Cron Robot (“**NCCR**”), which enables the automated consumption, conversion, liquidation, or relocation of eligible assets for settlement purposes. You acknowledge that the technical and operational details of how the NCCR functions, including priority application, asset eligibility, execution timing, and settlement logic, are described in the GENNIUS GLOBAL HOLDING HUB LTD. and its affiliates terms and conditions.

The connected balance may display or interact with:
* fiat balances;
* stablecoins;
* rewards balances;
* merchant value;
* stored value instruments;
* promotional balances;
* connected commerce benefits;
* tokenized rewards assets;
* digital assets;
* invested values, if applicable (i.e. where separately contracted by the User) and if and when designated as eligible by Utoppia; and
* other interoperable value sources integrated into the ecosystem.

The Connected Balance is not:
* a bank account;
* a deposit account;
* an e-money account;
* a stored-value account issued by Utoppia;
* a custodial wallet;
* a regulated financial product issued by Utoppia, MB LAC Inc or Miles Blue Inc.

Utoppia may determine, in its sole discretion, which assets are eligible for inclusion in the Connected Balance. The Connected Balance may be implemented in stages and may initially include only certain asset types. In that case, Utoppia will inform you which assets are part of the Connected Balance.

The Connected Balance interface functions solely as a connected orchestration and representation layer aggregating value positions and interactions across independent providers and ecosystems. Underlying assets remain held, managed, issued, processed, and custodied exclusively by applicable Third-Party Service Providers under their own legal and regulatory frameworks.

6. CUSTODY OF FUNDS & FINANCIAL INFRASTRUCTURE

All fiat funds, payment transactions, stablecoins, digital assets, card transactions, and related financial services available through the Platform are provided and processed exclusively through Third-Party Service Providers.

Fiat balances and related banking services may be held through FBO (For Benefit Of) account structures maintained by regulated banking institutions and financial infrastructure providers or equivalent providers operating under their respective regulatory frameworks. Utoppia makes no representation or warranty regarding such Third-Party Service Providers.

Digital asset and stablecoin infrastructure may be supported through institutional relationships with digital asset infrastructure providers, including Coinbase and related ecosystem providers, operating under separate legal and operational frameworks.

Payment card products are issued through licensed issuing partners, including Payblr Inc. or equivalent issuing institutions, under applicable Visa or other payment network rules and cardholder agreements. Utoppia is not a party to any cardholder agreement and assumes no liability in connection therewith.

Users acknowledge and agree that:

* the Connected Ecosystem Entities do not hold or custody customer funds;
* all funds flow through independent Third-Party Service Providers;
* users may be subject to separate onboarding, compliance, KYC, AML, sanctions, PEP and adverse media screenings, or verification and reporting obligations required by participating Third-Party Service Providers;
* Third-Party Service Providers maintain independent and sole authority regarding account approvals, transaction processing, transaction monitoring, service limitations, and compliance determinations;
* Third-Party Service Providers are solely responsible for the services, products, infrastructure, regulatory status, licenses, approvals, disclosures, account opening requirements, KYC/AML screening, transaction processing, custody, settlement, investment, advisory, card issuance, payment, or other regulated activity that they provide, perform, or control.

7. DIGITAL ASSETS, STABLECOINS & TOKENIZED VALUE

Certain features within the ecosystem may enable interaction with stablecoins, tokenized rewards assets, blockchain-based value representations, or digital asset infrastructure integrated into the Connected Balance environment. Users access such features entirely at their own risk.

Users acknowledge that:
* digital asset services involve operational, market, technological, blockchain, liquidity, cybersecurity, regulatory, and third-party risks;
* blockchain transactions may be irreversible;
* network congestion, protocol disruptions, smart contract risks, or blockchain-related failures may affect service availability or transaction execution;
* stablecoin interoperability and tokenized value functionality depend on Third-Party Service Providers and blockchain networks.

ONED, if made available, is not a deposit, bank account, stored value account, e-money account, or other obligation of Utoppia, and is not insured by the FDIC, SIPC, or any other governmental deposit insurance or investor protection scheme.

The Connected Ecosystem Entities do not guarantee:
* uninterrupted blockchain access;
* stablecoin availability;
* digital asset liquidity;
* transaction timing;
* protocol compatibility;

* uninterrupted interoperability between connected ecosystems.

Users assume all risks associated with digital asset transactions and the use of blockchain-based infrastructure within the Platform ecosystem.

8. TRANSACTION AUTHORIZATION & ORCHESTRATION

By using the Platform, users authorize the relevant Connected Ecosystem Entities to facilitate, route, initiate, and coordinate transactions across participating providers and connected ecosystems based on user instructions and Platform functionality. Actual transaction execution, custody, settlement, conversion, redemption, card authorization, and funds movement are performed by the applicable Third-Party Service Providers and/or the relevant Connected Ecosystem Entity responsible for such function, each acting independently and being solely responsible for the performance of its respective role within the Platform. The Connected Ecosystem Entities' role in facilitating, routing, initiating or coordinating transactions is administrative and technical in nature and does not constitute responsibility for the acts, omissions, errors, delays, failures, refusals, misdirected transfers or other performance issues of any Third-Party Service Provider or other Connected Ecosystem Entity involved in the transaction chain. Accordingly, and to the maximum extent permitted by applicable law, no Connected Ecosystem Entity shall be liable for any failure, delay, rejection, misexecution or other error in the processing or completion of a transaction to the extent arising from the acts or omissions of any Third-Party Service Provider or other Connected Ecosystem Entity responsible for executing the relevant transaction function.

Subject to applicable law and Third-Party Service Providers relevant and applicable terms and conditions, this may include:

* fiat-to-digital asset conversion by the applicable Third-Party Service Provider;
* digital asset-to-fiat conversion by the applicable Third-Party Service Provider;
* rewards redemption orchestration;
* connected balance interactions;
* payment routing;
* card transaction authorization by the applicable Third-Party Service Provider;
* connected commerce functionality;
* interoperability between ecosystem providers.

Users acknowledge that all transaction execution occurs through independent Third-Party Service Providers and may be subject to delays, network limitations, liquidity constraints, compliance reviews, or operational restrictions outside the control of the Connected Ecosystem Entities. The Connected Ecosystem Entities shall bear no responsibility for any such delays, limitations, or restrictions.

9. REWARDS, BENEFITS & CONNECTED COMMERCE SERVICES

The Platform may provide access to rewards programs, travel services, commerce benefits, protection services, loyalty ecosystems, marketplaces, and connected commerce experiences.

Such services may be:
* operated by independent providers;
* governed by separate terms and conditions;

* subject to availability, geographic restrictions, merchant participation, or provider-specific rules.

The Connected Ecosystem Entities do not guarantee:
* availability of rewards;
* redemption values;
* merchant acceptance;
* travel inventory;
* pricing accuracy;
* uninterrupted access to connected commerce services.

Additional agreements, disclosures, or user consents may apply to specific ecosystem services.

Users expressly and irrevocably waive, to the maximum extent permitted by applicable law, any and all claims, causes of action, demands, losses, damages, liabilities, costs or expenses against Utoppia, its affiliates, any Third-Party Service Provider or any Connected Ecosystem Entity arising out of or relating to the modification, suspension, restriction, replacement or discontinuation of any rewards, benefits, features, functionalities, programs, connected commerce services or other offerings made available through the Platform, regardless of whether such changes are temporary or permanent and whether implemented by Utoppia, a Third-Party Service Provider, a Connected Ecosystem Entity or any other participant in the connected ecosystem.

10. LIMITATION OF LIABILITY & THIRD-PARTY DEPENDENCIES

The Platform depends extensively on Third-Party Service Providers, including financial institutions, blockchain networks, payment processors, issuing banks, liquidity providers, rewards partners, travel partners, merchants, and digital infrastructure providers.

Users acknowledge and agree that the Connected Ecosystem Entities shall not be liable for:

* failures or interruptions caused by Third-Party Service Providers;
* banking disruptions;
* blockchain congestion or outages;
* network failures;
* payment interruptions;
* digital asset volatility;
* regulatory actions affecting providers;
* third-party service modifications;
* delays in settlement or transaction execution;
* ecosystem interoperability failures outside their direct operational control.
* loss of profits, revenues, data, goodwill, or anticipated savings;
* indirect, incidental, special, punitive, or consequential damages of any kind.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF UTOPPIA OR THE RELEVANT UTOPPIA ENTITIES SHALL BE LIMITED TO THE DIRECT PLATFORM SERVICES FEES PAID BY THE USER TO UTOPPIA IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE UTOPPIA ENTITIES SHALL NOT BE LIABLE FOR

ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA, GOODWILL, DIGITAL ASSETS, TOKEN VALUE, REWARDS VALUE, OR INTERRUPTION OF BUSINESS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. REGULATORY POSITIONING

Users acknowledge that Utoppia functions as a technology orchestration and program management platform operating within a multi-provider financial ecosystem.

All Services, including regulated financial services, custody services, payment services, banking functionality, card issuance, stablecoin infrastructure, and digital asset services provided through the Platform are delivered exclusively by independent Third-Party Service Providers operating under their own licenses, frameworks, and regulatory obligations.

The Connected Ecosystem Entities' role is limited to enabling connected user experiences, orchestration infrastructure, interoperability functionality, and integrated ecosystem access. The Connected Ecosystem Entities assume no regulatory, compliance, or licensing obligations in connection with Third-Party Services.

12. FINAL USER ACKNOWLEDGMENT

By accepting these Framework Terms and Conditions , the user confirms that they:
* understand the multi-provider structure of the ecosystem;
* acknowledge that services are delivered through independent third-party regulated providers;
* authorize transaction orchestration across participating providers;
* understand that ONED is a stablecoin and not a deposit or custodial account issued by Utoppia;
* understand that the connected balance experience is a technology-enabled representation layer;
* acknowledge the operational and technological risks associated with digital asset infrastructure and connected ecosystems;
* agree to the applicable terms governing Third-Party Service Providers integrated into the Platform.

The Connected Ecosystem Entities deliver a connected balance experience powered through technology orchestration infrastructure, while all Services, including regulated financial, custody, banking, payment, and digital asset services remain provided exclusively through independent regulated Third-Party Service Providers operating under their respective frameworks and terms.

13. INDEMNIFICATION

Users agree to indemnify, defend, and hold harmless Utoppia, the Connected Ecosystem Entities and their respective directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(i) the user's violation of these Framework Terms and Conditions or any applicable Third-Party Service Provider terms;

(ii) the user’s use of the Platform or Services;
(iii) any third-party claims arising from the user’s transactions or activities on the Platform;
(iv) the user’s violation of any applicable law or regulation; or
(v) any misrepresentation made by the user.

14. DATA PRIVACY

By creating an Account and accessing or using the Platform, users confirm that they have read, understood, and accepted Utoppia's Privacy Policy, available at https://www.utoppia.com/utoppia-privacy-policy, which is incorporated into and forms part of these Terms.

15. PRODUCT DISCLOSURES

Certain products, services, functionalities, digital assets, rewards features, stablecoin features, payment capabilities, card programs, investment services, tokenized value representations, connected balances, marketplace services, or other financial experiences available through the Platform may be subject to additional product-specific disclosures, risk statements, eligibility requirements, geographic limitations, regulatory notices, or provider-specific agreements (“**Product Disclosures**”).

The Connected Ecosystem Entities may present Product Disclosures electronically through the Platform, onboarding flows, transactional flows, feature activation screens, provider documentation, wallet interfaces, cardholder agreements, rewards terms, blockchain notices, or other supplemental materials depending on the applicable product or service.

By accessing or using a particular product or functionality, users acknowledge and agree that additional Product Disclosures and Third-Party Service Provider terms may apply and may require separate acceptance.

Product Disclosures may address, without limitation, the following categories of risk and information:
* stablecoin and digital asset risks, including de-pegging, liquidity, and volatility risks;
* blockchain irreversibility, network congestion, and smart contract risks;
* rewards conversion mechanics, exchange rate variability, and value fluctuation;
* FDIC, SIPC, and deposit or investor protection disclaimers and limitations;
* custody limitations, card issuer terms, and payment network rules;
* brokerage, investment, and securities-related disclosures;
* geographic restrictions, sanctions limitations, and jurisdictional eligibility;
* wallet interoperability, settlement timing, fees, spreads, and operational mechanics.

The Connected Ecosystem Entities reserve the right to modify, supplement, replace, suspend, restrict, or update Product Disclosures at any time to reflect operational, regulatory, technological, market, liquidity, compliance, or provider-related changes.

In the event of any conflict between these Framework Terms and Conditions and any applicable Product Disclosure or Third-Party Service Provider terms governing a specific product or functionality, the applicable Product Disclosure or Third-Party Service Provider terms shall govern solely with respect to such product or functionality.

16. GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF JURY TRIAL AND CLASS ACTION RIGHTS

THESE FRAMEWORK TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, UNITED STATES, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

Any dispute, claim, or controversy arising out of or relating to these Framework Terms and Conditions, including the formation, interpretation, breach, or termination thereof, shall be resolved exclusively by final and binding arbitration in accordance with the following terms:

(i) The arbitration shall be administered by the American Arbitration Association ("**AAA**") under the AAA Commercial Arbitration Rules in effect at the time the arbitration is commenced.

(ii) The seat of arbitration shall be Miami, Florida, unless otherwise designated by the Connected Ecosystem Entities in their sole discretion. The enforceability of this arbitration clause and any award rendered hereunder shall be interpreted consistently with the Federal Arbitration Act and applicable law regarding the validity of arbitration agreements.

(iii) The arbitration shall be conducted in the English language.

(iv) The dispute shall be resolved by a single arbitrator possessing demonstrated expertise in fintech, digital assets, or commercial technology matters, appointed in accordance with the AAA Rules.

(v) The arbitrator shall have the authority to award any remedy available under applicable law, including equitable relief, provided that any such award shall remain subject to the limitations of liability set forth elsewhere in these Terms.

(vi) The arbitrator's award shall be final, binding, and enforceable in any court of competent jurisdiction.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE FRAMEWORK TERMS AND CONDITIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR PROCEEDING MUST BE BROUGHT IN EACH PARTY'S INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDINGS. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT ANY ARBITRATION ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS.

EACH USER FURTHER WAIVES ANY RIGHT TO INITIATE, JOIN, OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OF ANY KIND AGAINST THE UTOPPIA ENTITIES, WHETHER IN ARBITRATION, LITIGATION, OR ANY OTHER FORUM.

17. AMENDMENT AND MODIFICATION

The Connected Ecosystem Entities reserve the right to amend, modify, or update these Framework Terms and Conditions at any time in their sole discretion. Users will be notified of any amendment or material changes at least thirty (30) days prior to the effective date of such changes through the Platform or by any other reasonable means. Continued use of the Platform following the effective date of any changes constitutes acceptance of the amended terms.

18. DOCUMENT HIERARCHY

In the event of any conflict or inconsistency between these Framework Terms and Conditions and the Utoppia General Terms of Service, these Framework Terms and Conditions shall prevail with respect to all matters specifically governed by the Connected Balance, ONED, the Connected Ecosystem Entities, and the multi-provider ecosystem architecture, and the General Terms of Service shall prevail in all other respects. Notwithstanding the foregoing, both these Framework Terms and Conditions and the General Terms of Service shall be subject to, and yield to, the applicable Product Disclosures and Third-Party Service Provider terms governing a specific product, service, or functionality, to the extent of any conflict with respect to such specific product, service, or functionality, as set forth in Section 15 (Product Disclosures) herein.

19. SEVERABILITY

If any provision of these Framework Terms and Conditions is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

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