

# UTOPPIA, INC.

## GENERAL TERMS OF SERVICE

(the “Terms of Service”)

Effective as of July 23rd, 2026

We, **Utoppia, Inc.** and our affiliates or subsidiaries (collectively “**Utoppia**,” “**we**,” “**us**,” or “**our**”) operate a technology platform that provides our customers (individually or collectively, “**you**,” “**Customer**” or “**User**”) with a mobile phone application (the “**Platform App**”) which will give you access to services provided by independent third-party service providers (the “**Third-Party Service Providers**” as defined in [Section 3.3](#)). Utoppia is a technology company only and does not itself provide any banking, financial, payment, investment, or other regulated services nor holds digital asset custody. Such services are provided exclusively by independently licensed and regulated third-party service providers. Users, through the Platform App, may access certain banking, payment, card, rewards, digital asset, investment, and related services provided by the Third-Party Service Providers (collectively, the “**Third-Party Services**” or “**Services**” indistinctly).

The INTEGRATED PRODUCT (as defined below) and its services components are provided by different service providers through the Platform App. Such Services are provided exclusively by independently licensed and regulated Third-Party Services Providers. For example, for fiat virtual accounts and related banking services, Utoppia facilitates access to services provided by System Pay Services (U.S.), Inc. (“BVNK”) and/or its banking partner, Lead Bank (the “Bank”), as applicable. BVNK is not a bank. Banking services are provided by Lead Bank and are subject to the applicable bank terms and disclosures. Such banking services are a component of the INTEGRATED PRODUCT. Utoppia only provides for the Platform App and facilitates access to such Services, and does not itself provide any such Services.

THE **INTEGRATED PRODUCT** IS A SINGLE, UNIFIED AND INDIVISIBLE PRODUCT THAT INCLUDES:

- (I) A FIAT VIRTUAL ACCOUNT AND BANKING SERVICES, INCLUDING DOMESTIC ACH (SENDING AND RECEIVING), SAME DAY ACH (SENDING AND RECEIVING), INCOMING DOMESTIC WIRE TRANSFERS, INTERNATIONAL WIRES (SENDING AND RECEIVING) PROVIDED THROUGH THE BANK AND/OR ANY OTHER AUTHORIZED ENTITY;
- (II) DIGITAL ASSET WALLETS AND STABLECOIN PAYOUTS (INCLUDING AUTO-CONVERSIONS), PROVIDED THROUGH BVNK OR ANY APPLICABLE THIRD-PARTY SERVICE PROVIDER SUBJECT TO THE RELEVANT PROVIDER TERMS;
- (III) VIRTUAL AND PHYSICAL PREPAID CARDS, PROVIDED THROUGH PAYBLR INC. OR ANY APPLICABLE CARD ISSUER;
- (IV) BILL PAYMENT SERVICES, PROVIDED THROUGH AUNTAPI LLC OR ANY APPLICABLE BILL PAYMENT PROVIDER;
- (V) ACCESS TO THE ONE LOYALTY PROGRAM OPERATED BY GENNIUS GLOBAL HOLDING HUB LTD. AND ITS AFFILIATES (THE “**ONE PROGRAM**”); AND
- (VI) THE REFERRAL PROGRAM, PROVIDED BY UTOPIA INC.

THE COMPONENTS OF THE INTEGRATED PRODUCT ARE STRUCTURALLY AND CONTRACTUALLY LINKED AND MAY NOT BE MAINTAINED, TERMINATED, OR USED INDEPENDENTLY OF ONE ANOTHER.

THE CONNECTED BALANCE FUNCTIONALITY IS PROVIDED TO UTOPIA CUSTOMERS THROUGH SERVICES DELIVERED BY GENNIUS GLOBAL HOLDING HUB LTD. AND ITS AFFILIATES, UTILIZING ITS PROPRIETARY TECHNOLOGY KNOWN AS THE “NAVIGATOR CURRENCY CRON ROBOT” (“**NCCR**”). THE TERMS OF THE ONE PROGRAM AND OPERATIONAL MECHANICS, PROCESSING LOGIC, PRIORITY RULES, AND TECHNICAL IMPLEMENTATION OF THE CONNECTED BALANCE ARE GOVERNED BY THE TERMS AND CONDITIONS OF GENNIUS GLOBAL HOLDING HUB LTD. AND ITS AFFILIATES.

In addition to the foregoing, Utoppia may, from time to time, offer additional Services, products and programs made available through the Platform App, including but not limited to the Utoppia Plus Services (as defined in **Exhibit D** attached herein), and you may not be entitled to participate in all Services provided. Such Services may include: (i) an investment account and two (2) free same day ACH per month; and (ii) investment services, provided by applicable broker-dealer or investment adviser, such as W2B Inc. and Alpaca Securities LLC, in each case subject to availability and applicable terms and conditions, and may or may not integrate the Connected Balance.

Likewise, and as detailed in Section 3.6., Utoppia may from time to time remove certain Services, products and/or programs in Utoppia’s sole discretion.

All Third-Party Services are subject to Utoppia’s schedule of fees, as attached hereto as **Exhibit A**, which may be amended from time to time.

If you are reading these Terms of Service, that means you have created or will create an account (“**Account**”) the Platform App and you are going to use the Platform App and the Third-Party Services under these Terms of Service.

By using the Platform App and the Services, you agree to these Terms of Service of Utoppia, our Privacy Policy available at <https://storage.googleapis.com/utoppia-static-files/UtoppiaPrivacyPolicy.pdf>, all applicable laws and regulations, and any additional terms, conditions, agreements, disclosures, privacy notices, and policies applicable to the Third-Party Services made available to you through the Platform App, including but not limited to, if and as applicable, those of: (i) Lead Bank; (ii) Payblr, Inc., as card issuer; (iii) System Pay Services (US), Inc. (BVNK); (iv) AUNTAPI LLC, as bill payment provider; (v) Alpaca Securities LLC, as broker-dealer; (vi) Coinbase; (vii) W2B Inc., as investment advisor; (viii) ONE Program operated by GENNIUS GLOBAL HOLDING HUB LTD. and its affiliates; (ix) Connected Balance and related technology (including NCCR) provided by GENNIUS GLOBAL HOLDING HUB LTD. and its affiliates; (x) the ONED; and any other service provider whose products, technology, or services are integrated into or made available through the Platform App (collectively, the “**Third-Party Provider Terms**”).

You are responsible for compliance with any and all applicable laws to which you may be subject. All Third-Party Service Provider Terms applicable to the Services you use are available through the links set forth in the Platform App, Legal Information section, which are incorporated herein by reference and form part of these Terms of Service. In the event of any conflict between these Terms of Service and any Third-Party Provider Terms, the Third-Party Provider Terms shall govern solely with respect to the relevant Third-Party Service or functionality, and these Terms of Service shall govern in all other respects.

We may update these Terms of Service and/or the Privacy Policy from time to time, and it is your responsibility to check for updates. We will provide notice of any updates in accordance with Section 8.5 (Amendment and Cancellation) and as otherwise required by applicable law.

UTOPIA IS NOT A BANK, NOR IS IT A BROKER-DEALER, INVESTMENT ADVISER, MONEY TRANSMITTER, EXCHANGE, CUSTODIAN, OR ANY OTHER TYPE OF FINANCIAL INSTITUTION.

UTOPPIA IS NOT LICENSED, REGISTERED, OR AUTHORIZED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY IN ANY JURISDICTION TO PROVIDE BANKING, FINANCIAL, SECURITIES, INVESTMENT, PAYMENT, OR ANY OTHER REGULATED SERVICES. UTOPIA DOES NOT HOLD, MANAGE, OR TRANSMIT CUSTOMER FUNDS DIRECTLY. ALL FINANCIAL OR REGULATED SERVICES ACCESSIBLE THROUGH THE PLATFORM APP ARE PROVIDED EXCLUSIVELY BY THIRD-PARTY SERVICE PROVIDERS, EACH OF WHICH IS INDEPENDENTLY LICENSED AND REGULATED IN ACCORDANCE WITH APPLICABLE LAW.

You acknowledge and agree that your use of any Service provided through the Platform App is subject to the terms, conditions, and regulatory status of the applicable Third-Party Provider Terms, and that Utoppia assumes no responsibility for the regulatory compliance of such Third-Party Providers.

**NOTICE OF BINDING ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” BELOW. PLEASE READ SECTION 8.8 TITLED “BINDING ARBITRATION” CAREFULLY.**

These Terms of Service govern the Account and the Services made available to you by Utoppia. Access to your Account and the Services under these Terms of Service is made available only through the Platform App.

These Terms of Service, along with any other document we give you pertaining to your Account(s) and the Services in which you participate, establish the rules that govern your Account(s) with us. These Terms of Service cover any account opened with Utoppia that you may have with us now, or in the future, and that is used primarily for consumer purposes.

Access to your Account and the Services offered under these Terms of Service is limited to your use of the Platform App unless we notify you otherwise.

## **SECTION 1 - YOUR REPRESENTATIONS AND PROMISES OR AFFIRMATIONS TO UTOPIA.**

**1.1 Restrictions on Acceptance and Use of Utoppia’s Services.** By accessing the Platform App and using the Services, you represent and warrant that (i) you are at least 18 years old, or the age of majority in your jurisdiction of residence, (ii) you have the right, authority and legal capacity to enter into these Terms of Service, and (iii) you are not a resident of the United States or any jurisdiction in which the Platform App is not made available by Utoppia, as identified in the list of unsupported jurisdictions available at the FAQs section of the Platform App, as such list may be updated by Utoppia from time to time, at its sole discretion.

**1.2 True and Correct Information.** The information and instructions you provide Utoppia are true, accurate, and complete, as you are solely responsible for such information and instructions. Additionally, you will provide all information requested by Utoppia, such as your name, email address, phone number, date of birth, country of residence, residential address, tax identification number, as applicable, photo ID, biometric information, including biometric data and biometric identifiers collected from your faceprint, a selfie, government-issued identification, including information contained within the barcode, and other media, online login credentials or your account and routing numbers for your bank or credit union account, and such other information as Utoppia may request from time to time. You agree to update Utoppia if the information changes within ten (10) calendar days. Utoppia may use third parties to verify all or a portion of your information.

To meet legal and regulatory requirements our Third-Party Service Providers may sometimes need to ask for additional information (for example, if your spending increases). Please provide the requested information within the requested time frame so that there is no disruption to your Account or Service/s.

The collection and any use, processing, storage, disclosure or other handling of such information is governed by Utoppia's Privacy Policy.

**1.3 Verification of your Information**. We may disclose information to third parties about your Account or the transactions you make consistent with the Utoppia Privacy Policy, and specifically: (i) where it is necessary for completing transactions; and (ii) in order to verify the existence and condition of your Account to a third party.

Keep confidential any credentials you use to access your Platform App and the Services provided herein. You must keep your phone number, email address and other contact information current in your Platform App Account profile. By using the Services, you also acknowledge and agree: (i) that we will share your personal information with any applicable Third-Party Service Provider for purposes of effectuating the Services; (ii) that any applicable Third-Party Service Provider may retain such information for such time as may be required by applicable law; and (iii) that any applicable Third-Party Service Provider may share all or a portion of your personal information with other service providers as may be required to effectuate the Services.

**1.4 Authorization to Debit Your Account**. By using Utoppia's Platform App and/or the Services to send funds via the Automated Clearing House ("**ACH**") from your Account, you authorize Utoppia and the applicable Third-Party Service Provider (i.e. the Bank) to debit the cash management account indicated by you for the amount and on the date provided by you. You understand that because this will be an electronic transaction, funds may be withdrawn from your account as early as the scheduled transaction date. You will not dispute Utoppia and/or any Third-Party Service Provider, as the case may be, debiting the account so long as the transaction corresponds to the terms indicated in the transaction web form provided to you.

**1.5 Limits on Access to the Services or Account**. Utoppia may limit or suspend your access to your Account and the Services or take other actions against you if the information you provide Utoppia is incorrect, Utoppia believes it is necessary to prevent a fraud or crime, or you otherwise breach these Terms of Service as further detailed in these Terms of Service.

**1.6 Compliance with the Laws and your Agreements**. Your use of Utoppia's Services or the Account do not violate any laws or regulations or any agreements with any third parties.

**1.7 USA PATRIOT Act Notice**. Important information about procedures for using Utoppia's Services under the USA PATRIOT Act of 2001: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. All accounts are opened subject to our ability to verify your identity. What this means for you: When you use Utoppia's Services, Utoppia will ask for your name, address, date of birth, and other information that will allow us to identify you. Utoppia may also ask to see a form of identification with your photograph or other identifying documents.

## **SECTION 2 - YOUR CONDUCT.**

You understand and agree that you will not:

- i. Control or use an Account that's not yours; or allow anyone else to have access to or use your Account or the Platform App;
- ii. Use Utoppia's Services, without Utoppia's prior written consent, to transact with or operate services relating to (a) credit repair, (b) debt consolidation, (c) payday loans, (d) title loans, (e) telemarketing, (f) tobacco sales, (g) travel clubs, (h) sweepstakes, (i) choice of law, (j) marijuana or controlled substance supply, (k) tribal entities and entities that are not governed by the U.S. or states, (l) mail order or telephone order companies, (m) adult entertainment (including but not limited to sites offering any sexually-related services such as prostitution, escorts, pay-per view or adult live chat features), (n) stored value cards, (o)

illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, “potpourri not for human consumption”, novel psychoactive substances, research chemicals, synthetic cannabinoids, synthetic stimulants, products marketed as legal alternatives to controlled substances or similar items), or any equipment designed for making and/or using illegal substances or drugs, such as bongs, vaporizers, and hookahs; illegal online gambling / wagering, pyramid schemes, unlicensed sale of firearms or weapons or munitions; gunpowder or other explosives, (p) any type of money laundering, or (q) other businesses that operate or engage in any business regulated by FinCEN, including money service businesses, e-money business, and businesses selling money orders or traveler’s checks, and digital currency marketplaces and exchanges except for those offered by us through the bank partner or any licensed service provider, as applicable;

iii. Provide false or inaccurate information to Utoppia, including attempt to falsify your identity, such as by providing false account information or false documents;

iv. Defraud Utoppia, other Utoppia users, or other financial institutions/service providers in any way;

v. Receive or attempt to receive duplicate compensation for a disputed payment from Utoppia and/or other financial institutions/service providers;

vi. Engage in potentially fraudulent and/or suspicious activity and/or transactions;

vii. Engage in activity that indicates, in Utoppia’s or any applicable Third-Party Service Provider’s discretion, that there may be a high level of risk associated with you, your Account or any of your Utoppia Account activity; or

viii. Otherwise breach the terms of these Terms of Service or the policies herein.

### **SECTION 3 - SERVICES**

**3.1.** Utoppia provides the Platform App and related technology, interface, integration, customer support coordination, and orchestration tools that allow you to access Third-Party Services. Utoppia does not itself provide the regulated Third-Party Services accessible through the Platform App.

We shall incur no liability if at any time you are unable to complete a transaction because of inaccurate or insufficient instructions, or because either you do not provide any information that is requested, or we or any applicable service provider are unable to verify your identity to our satisfaction.

**3.2. Services.** Banking services are provided by one or more third-party banking partners. Card services are provided by the applicable card issuer and card network. Bill payment services are provided by the applicable bill payment provider. Digital asset, stablecoin, or crypto-related services, each as and when available, are provided by the applicable digital asset provider, custodian, infrastructure provider, issuer, or other provider. Investment-related services are provided by the applicable investment adviser, broker-dealer, custodian, sweep provider, or other investment service provider. Utoppia may facilitate the transmission of your instructions to Third-Party Service Providers through the Platform App, but Utoppia does not hold, own, custody, or control customer funds, digital assets, securities, or card balances except to the extent expressly stated in these Terms of Service or required by applicable law.

**3.2.1. Deposit Insurance Disclosure.** You acknowledge that: (a) funds that are swept, transferred, loaded, or repositioned to non-deposit components of the Integrated Product (including prepaid card balances, digital asset balances, stablecoin balances, or investment-related balances) are not FDIC-insured; (b) FDIC insurance does not protect against losses arising from the insolvency, acts, or omissions of any non-bank Third-Party Service Provider, including any program manager, technology provider, or payment processor; (c) FDIC insurance coverage is subject to applicable per-depositor limits and aggregation rules; and (d) due

to the operational account structure and automated sweep or transfer mechanics described in these Terms of Service, funds may be held in a deposit account eligible for FDIC insurance only for a brief, transitory period before being swept, transferred, or repositioned to non-deposit components of the Integrated Product.

You should not assume that all funds held through the Integrated Product are FDIC-insured at all times. Neither Utoppia nor any Third-Party Service Provider guarantees FDIC insurance eligibility. Funds are not insured by SIPC or any other investor protection scheme.

**3.3. Third-Party Service Providers.** For purposes of these Terms of Service, “Third-Party Service Providers” means any bank, financial institution, card issuer, card network, payment processor, bill payment provider, digital asset service provider, stablecoin infrastructure provider, custodian, broker-dealer, investment adviser, investment custodian, bank sweep provider, rewards or loyalty program provider, identity verification provider, compliance provider, technology provider, data processor, or other third-party provider whose products, services, infrastructure, technology, or functionality are made available, integrated, accessed, or used through the Platform App or in connection with the Integrated Product.

Third-Party Service Providers may include, as applicable, the banking partner providing fiat virtual account or other banking services (currently available through the Bank), any successor or replacement banking partner, the issuer of any prepaid card, Payblr, Inc., AUNTAPI LLC, BVNK or any applicable digital asset provider, Coinbase or any applicable stablecoin infrastructure or custody provider, GENNIUS GLOBAL HOLDING HUB LTD. and its affiliates solely in their capacity as technology, rewards, NCCR, Connected Balance, or program-related providers, W2B Inc., Alpaca Securities LLC, or any other investment-related provider, and any successor, replacement, affiliate, subcontractor, processor, or service provider appointed, integrated, or made available from time to time, as engaged by Utoppia, whether directly or indirectly through its affiliates (including Miles Blue Inc., in respect of Third-Party Providers of the ONED stablecoin ecosystem).

Each Third-Party Service Provider is solely responsible for the Services, products, infrastructure, regulatory status, licenses, approvals, disclosures, account opening requirements, KYC/AML screening, sanctions screening, transaction processing and monitoring, custody, settlement, conversion, redemption, investment, advisory, card issuance, payment, or other regulated activity that it provides, performs, or controls.

**3.4. Transaction Only Services.** Through any applicable Third-Party Service Provider, you may access certain Services to process transactions to or from your Account. In certain circumstances relating to transaction Services, your funds may be held by the Bank or a service provider for your benefit. For such purposes, Utoppia may collect personally identifiable information, your Account login credentials or account and routing numbers for your Account, or other user data information as we may request from time to time as further detailed in these Terms of Service and our Privacy Policy. Transaction Services may be limited, delayed or denied for risk and compliance reasons that we may not be able to disclose to you. You understand that the transactions may be limited, delayed or denied and expressly disclaim any claims relating to such actions. Utoppia is not responsible for reviewing the accuracy of the transactions (amount, date, or the sender of funds). Additionally, Utoppia is not responsible if the receiver of funds rejects your transaction.

**3.5. Limits:** You may be subject to daily and/or monthly and/or annual limits for USD transfers, deposits into or withdrawals out of your Account (together, “**Limits**”) that you may transact in a given period. If you wish to increase the Limits applicable to you, you may submit a request to our user support team. Utoppia reserves the right to, in its sole discretion, change any applicable Limits, including increase your Limit, lower your Limit, or maintain your current Limit, in each case subject to any further conditions that we deem necessary.

**3.6. Other Services.** Utoppia may, from time to time, and at its sole discretion, offer additional Services or remove certain Services. Utoppia will provide prior notice to you of additional Services or removal of Services as may be required by applicable laws and regulations. You agree to be bound by the terms and

conditions of such Services as they may be offered to you. Such additional Services shall have their own terms of Services, specific to the additional Service, and shall be outlined and made a part of these Terms of Service as an Annex. **3.7. Chatbot:** At any time and in connection with your Account and any Service, Utoppia may make interactive online chat services available to you ("**Chat**"). During your use of the Chat service, you may interact with a human representative ("**Live Chat**"); a bot, chatbot, or other non-human (each, a "**Chatbot**"); or some combination of Live Chat and a Chatbot. We will disclose the use of a Chatbot to the extent required by applicable law. When engaging with us through use of the Chat service, be advised that chats will be monitored and saved.

Utoppia makes no warranty that the Chat service will be available at any particular time, and no warranty that at the times Chat service is available that Live Chat is available. Utoppia makes no warranty that Chat will be free of fault or error and accepts no liability for the accuracy of information provided or statements made in Chat including information provided or statements made by a Chatbot.

The Chat service is provided as a convenience, often to facilitate your understanding of the Services. Our Chat service will make reasonable efforts to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our Services, processes, decisions, or response times.

Any personal information shared with us when using the Chat service shall be subject to the applicable privacy-related policies and notices described in our Privacy Policy.

You will not use the Chat service to send any abusive, defamatory, dishonest, or obscene images or messages, including malicious attachments and doing so may result in termination of the Chat service session.

**3.8. Integrated Product Structure.** The Integrated Product should not be construed as a financial product issued by Utoppia. Each component is subject to the terms, conditions, eligibility requirements, disclosures and regulatory framework applicable to the relevant Third-Party Service Provider. Subject to Section 8.10.5, the components of the Integrated Product are structurally and contractually linked and may not be maintained, terminated, or used independently of one another. **FOR THE AVOIDANCE OF DOUBT, YOU MAY NOT MAINTAIN, TERMINATE, SUSPEND, OR USE ANY COMPONENT OF THE INTEGRATED PRODUCT INDEPENDENTLY FROM THE OTHERS. TERMINATION, SUSPENSION, OR CLOSURE OF ANY COMPONENT SHALL RESULT IN TERMINATION OF THE ENTIRE INTEGRATED PRODUCT.** Notwithstanding the foregoing, Utoppia may, upon prior notice as required by law, separate, restructure, or impose fees on any component of the Integrated Product.

## **SECTION 4 - FEES**

**4.1. Fees.** By using the Platform App and Third-Party Services, you agree to pay all applicable fees, including fees charged by Utoppia for access to and use of the Platform App and fees charged by Third-Party Service Providers in connection with the relevant Service. All applicable fees are made available to you in the Platform App, Utoppia's website and attached hereto as **Exhibit A**. The Third-Party Service Providers' own fees for any Service provided by or through them are subject to their terms and conditions. Without prejudice to the foregoing, in the event of any conflict between the fee schedule and the applicable Third-Party Provider Terms in respect of any Services provided and accessed through the Platform App, the fee schedule as displayed in the Platform App shall prevail with respect to the amounts disclosed therein. We reserve the right to charge for or change the fees charged by us associated with use of the Services at any time within thirty (30) days' advance notice of any changes to the fees, if any, by email to the email address shown in our records, made available to you on the Platform App or by any other reasonable means. If you have questions concerning any particular fee imposed by Utoppia, please contact Utoppia in writing within sixty (60) days from the date the fee was debited to your Account. Fees associated with the ONE Program or

any component of the Integrated Product may be updated upon prior notice as required by law. For fees reflected on account statements, the sixty (60)-day review period in [Section 6.5](#) applies.

**4.2. Legal Costs and Fees.** To the extent permitted by applicable law, you agree to reimburse Utoppia for all losses, costs, and expenses (including reasonable attorneys' fees) incurred by Utoppia as a direct result of (i) your breach of these Terms of Service, (ii) your fraud, willful misconduct, or gross negligence in connection with your use of the Services or your Account, or (iii) any third-party claim arising directly from your violation of applicable law or these Terms of Service.

**4.3. Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services or any Services conducted through the Platform App, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through the Platform App.

## **SECTION 5 - IMPORTANT LEGAL PROVISIONS**

**5.1. No Warranties.** The Platform App and all Services are provided on an "as is" and "as available" basis without any representation of warranty, whether express, implied, or statutory. Your use of the Platform App and the Services is at your sole risk.

Utoppia and each Third-Party Service Provider and our and their respective officers, directors, agents, employees, and suppliers, expressly disclaim all warranties, including without limitation: (i) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third parties rights; (ii) any warranty that Services will meet your requirements or expectations; (iii) any warranty of continuous, uninterrupted, secure, timely, or error-free operation; and (iv) any warranty arising from course of dealing, course of performance, or usage of trade.

Utoppia does not warrant or guarantee the performance, availability, accuracy, security, solvency, regulatory status, or continued operation of any Third-Party Service Provider, including any bank, card issuer, payment processor, bill payment provider, digital asset provider, custodian, broker-dealer, investment adviser, stablecoin infrastructure provider, blockchain network, or card network. Utoppia shall not be responsible for any interruption, suspension, or failure of the Services arising from or related to: (i) the acts or omissions of any Third-Party Service Provider; (ii) failures of interconnecting or operating systems, software, or infrastructure; (iii) computer viruses, cyberattacks, or unauthorized access; (iv) forces of nature, labor disputes, or armed conflicts; or (v) any other cause beyond Utoppia's reasonable control.

In the event of any service interruption or inoperability, you may be temporarily unable to access or use the Platform App or the Services. You agree to notify Utoppia of any material problems affecting your Account or your use of the Services.

No advice or information, whether oral or written, obtained by you from Utoppia or through our Services will create any warranty not expressly stated herein.

This disclaimer in this Section shall apply to the fullest extent permitted by applicable law.

**5.2. Force Majeure.** You understand and agree that we will not be held responsible for any losses or damages resulting from suspension of Service due to extraordinary events or circumstances beyond Utoppia's control. In such an event, Utoppia or any Third-Party Service Provider may suspend the Services and access to the funds in your Account held by the applicable service provider.

**5.3. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UTOPIA 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. Without limiting the foregoing, Utoppia shall not be liable for any damages arising from or related to: (a) failures, errors, or omissions by any Third-Party Service Provider; (b) banking disruptions, account freezes, or delays by any banking partner; (c) blockchain congestion, network failures, or protocol-level events; (d) payment processing interruptions or settlement delays; (e) digital asset volatility, de-pegging, or loss of value; (f) regulatory actions, sanctions, or compliance measures by any provider; (g) modifications, suspensions, or terminations of third-party Services; (h) interoperability failures between ecosystem components; (i) any act or omission of any Third-Party Service Provider; or (j) any failure of ONED/USDC parity or reserve stablecoin value; except to the extent directly caused by Utoppia's own gross negligence or willful misconduct.

**5.3.1. Aggregate Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE TERMS SET OUT IN SECTION 5.4, UTOPIA'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, THE PLATFORM APP, OR ANY SERVICE SHALL BE LIMITED TO THE DIRECT PLATFORM SERVICES FEES PAID BY YOU TO UTOPIA IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**5.4. Standard of Care; Limitation of Liability.** Subject to the terms set out in Section 5.3.1, Utoppia's liability for losses you or any third party may incur under any circumstance, in connection with your Account or the Services set forth herein, is limited only to actual damages proved that are directly caused by Utoppia's gross negligence or willful misconduct. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in Section 8.8. You further acknowledge and agree by using the Services that:

**5.4.1.** Utoppia will have no liability by reason of delays or interruptions of the Services provided herein or transmissions, or failures of performance of their respective systems, regardless of cause, including those caused by governmental or regulatory action or those caused by software or hardware malfunctions.

**5.4.2.** Utoppia will have no liability for acting on instructions from you accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to act on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.

**5.4.3.** Except as required by applicable law, Utoppia will have no liability to you if we are unable to complete a transaction, through any Third-Party Service Provider (including the Bank) as applicable, for any reason beyond Utoppia's control, including, but not limited to, you not having sufficient funds in your Account or our system not working properly.

**5.4.4.** Utoppia is not responsible for any delays or errors in the provision of the Services set forth herein, if such delays or errors are caused by you, any third-party, your internet connection or internet or telephone service provider.

**5.4.5.** Utoppia is a technology platform provider and intermediary which integrates the Services into the Platform App and as such neither Utoppia nor any of its affiliates are responsible for, or liable for: (i) the accuracy of the information related to the Services which is being supplied by any Third-Party Service Provider on the Platform App; (ii) the functionality of the Services provided or the relationships and transactions related thereto; or (iii) any delays or other acts under the control of any Third-Party Service Provider upon receipt of the certain instructions. Utoppia does not provide any banking, financial, payment, or other regulated services directly; all such services are provided exclusively by independently licensed and regulated Third-Party Service Providers.

## **SECTION 6 - CONSENT TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND STATEMENTS**

**6.1. Your Consent to Electronic Signatures.** By accepting these Terms of Service, you understand that: (i) electronically signing and submitting any document(s) to Utoppia legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by Utoppia is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Utoppia's electronically stored copy of these Terms of Service and any other documents.

**6.2. Your Consent to Electronic Communications.** To the fullest extent permitted by law, these Terms of Service, account statements, notices, legal and regulatory disclosures for your Account, updates and changes to these Terms of Service, or other service agreements and other communications (collectively, "**Communications**") from us to you regarding your Account(s) and related Services with us may be provided to you electronically, and you consent and agree to receive all those Communications in an electronic form. Electronic Communications may be posted on the pages within the Utoppia Platform App and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing" and to have been received on the day of posting, whether or not you have received or retrieved the Communication. Utoppia reserves the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Utoppia will terminate your right to use the Platform App or to obtain or maintain Account(s) and related Services, and you accept your liability for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of your Account(s) and related Services, to the extent permitted by law.

**6.3. Text Messages and Other Communications.**

**6.3.1.** By providing us with a mobile number, either when you sign up for an Account or update the contact information associated with your Account, you consent to receiving text (SMS) messages and push notifications from us. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

**6.3.2.** You may opt-out of receiving email communications we send to you by following the unsubscribe options on such emails. You may opt-out of (i) text messages, if applicable, from us by replying STOP or by changing your notification preferences in the Platform App; and (ii) call communications, if applicable, by informing us verbally on a phone call or in writing that you do not wish to receive such calls or by changing your notification preferences in the Platform App. You acknowledge that opting out of receiving communications may impact your use of the Services.

**6.4. Your Review of Communications.** Please review promptly all Communications Utoppia delivers or makes available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or made available to you on the Platform App. The bank partner will retain printable versions of your bank Services Account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give Utoppia notice of any change of your postal or email address.

**6.5. Reporting to You (Account Statements).** Statements will be made available to you to view and/or print on the Platform App (if available). Utoppia will send an email notification when the statements are available online on a monthly basis. The Account statement will describe each item, date of debit, and the respective amount. Electronically delivered Statements will provide all information available in paper statements. You can also contact Utoppia, through WhatsApp +1 (650) 495-2468 or email at support@utoppia.zendesk.com, to obtain information about any particular statement.

Account statements will be considered to be correct unless you notify us of any errors within sixty (60) days of becoming available. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Neither Utoppia nor any Third-Party Service Provider will be liable to you for any error that you do not report to Utoppia within that period of sixty (60) days.

## **SECTION 7 - ACCOUNT BASICS**

**7.1. Eligibility.** Eligible customers must be at least 18 years of age, or the age of majority in your jurisdiction of residence, and with a valid identification number in your relevant competent jurisdiction. You must agree to accept electronic, rather than paper statements, as provided above. This means: (i) you must keep us supplied with your valid email address; and (ii) you must accept electronic delivery of all account communications (such as any end-of-year tax forms, if applicable, and electronic statements). If you do not do so, you may not open an Account. If you withdraw your consent, Utoppia may close your Account.

In addition to the eligibility requirements to open an Account, to utilize the Services, you must:

**7.1.1.** authorize Utoppia and any Third-Party Service Provider, as may be required, to verify your credit and employment history and/or have a credit reporting agency prepare a credit report on you, as an individual, for purposes of identity verification, fraud prevention, KYC/AML compliance, and risk assessment in connection with the opening and maintenance of your Account; and

**7.1.2.** have an Account and provide us with your valid mobile number that you intend to use for an extended period of time (i.e., no “burner” numbers), and we will ask you to provide your mailing address. You may not enroll in the Services with a landline phone number, Google Voice number, or Voice over Internet Protocol. At any time while you are enrolled, we may contact you and/or take other steps to confirm that the mobile phone number that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number, then you understand that we may cancel your enrollment and you will not be able to send money with the Services. You further agree and warrant that you must immediately notify us if any mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you. Moreover, to cash-out any of your funds, and any proceeds thereof, from the Services, you must provide us with a valid third-party bank account at a United States financial institution in your name, as well as valid payment instructions to that account. We shall incur no liability if we, through any service provider, are unable to complete, or erroneously complete, any given transaction because of inaccurate or insufficient information provided by you to us as to the third-party financial institution who shall receive such funds, as is required under this section.

**7.2. Our Relationship with You.** You understand that Utoppia is a technology company that serves solely as a technology platform provider and liaison with the Third-Party Service Providers and/or other service providers to give you access to the Services as set forth herein, and Utoppia owes no fiduciary duty to you. Utoppia does not provide, and is not licensed, registered, or authorized to provide, any banking, financial, payment, securities, investment, or other regulated services in any jurisdiction. All such regulated services are provided exclusively by independently licensed and regulated third-party service providers. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES OFFERED BY UTOPIA ARE NOT ENDORSED OR GUARANTEED BY ANY OF THE THIRD-PARTY SERVICE PROVIDERS EXCEPT AS

SET FORTH HEREIN. You understand that Utoppia and the Third-Party Service Providers are not legal partners, affiliates or joint venturers with each other. Nothing in these Terms of Service is intended to be read or understood as making Utoppia and any service provider, legal partners, affiliates or joint venturers or impose any liability as such on any of them. Unless otherwise expressly stated in these Terms of Service, Utoppia has no authority to act or represent any Third-Party Service Provider in any way.

**7.3. Privacy Policy.** Utoppia's privacy policy (the "**Privacy Policy**") has been provided to you upon the creation of your Account and is available at <https://storage.googleapis.com/utoppia-static-files/UtoppiaPrivacyPolicy.pdf>.

and is considered part of these Terms of Service. By creating an Account and using the Services as set forth herein, you acknowledge that you have read and accepted Utoppia's Privacy Policy.

**7.4. Illegal Transactions.** You agree not to use your Account or the Services for online gambling or any illegal activity. Utoppia and/or any service provider may refuse to process any transaction that they believe may violate the terms of these Terms of Service or applicable law. You acknowledge and agree that Utoppia and/or any service provider have no obligation to monitor, review, or evaluate the legality of your transactions and Account activity. You agree that using the Services or your Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, the Services and/or any of your Accounts may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue Utoppia and/or any service provider for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold Utoppia and any applicable service provider harmless from any suits, legal action, or liability directly resulting from such illegal use. You remain liable for all transactions you authorized, even if they are subsequently reversed, rejected, delayed or become the subject of a dispute or investigation, to the extent permitted by applicable law.

**7.5. Inactive Accounts.** In the event your Account has under \$500.00 in funds and you have not made a deposit or withdrawal, or signed into said account for a period of six (6) months, ("**Inactive Account**"), your Account will be subject to an Inactive Account fee by Utoppia in addition to other applicable account fees that may be charged by the applicable Third-Party Service Provider. Utoppia reserves the right to withhold any payment, withdrawal or transfer from an Inactive Account until Utoppia, to its sole and complete satisfaction, is able to reestablish contact with you, and you agree to keep your Account in active status.

**7.6. Freezes, Blocking or Closing Accounts Due to Irregular or Unlawful Activities.** You agree that if Utoppia and/or any applicable Third-Party Service Provider suspects that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Account, the Account may be "frozen" or the balance in such Account may be placed on hold pending an investigation of such activities. If your Account is frozen or put on hold, you will be given any notice required under the circumstances by the laws governing the particular Service and/or Account. If investigation confirms the suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in these Terms of Service, the Account may be immediately closed, and we may also close any or all other Accounts. You agree that we may also freeze, block, or close your Account as necessary in order to comply with regulations issued by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other applicable U.S. laws or regulations.

Utoppia and/or any applicable Third-Party Service Provider may freeze or block or close your Account at their entire sole discretion if you haven't provided any requested information/documentation within the notified and applicable timeframe, as the case may be.

**7.7. Death of Account Holder.** You agree that in the event of your death, the representative(s) of your estate or the survivor or survivors shall provide Utoppia written notice. Utoppia will provide all applicable Third-Party Service Providers written notice thereof as soon as practicable. Once the Third-Party Service

Providers receive legal documentation or have reason to believe you have died, they will freeze your account. Your account will be frozen until a representative of your estate or authorized beneficiary provides sufficient legal documentation that they are entitled to receive the assets in your Account. The Third-Party Service Providers' ability to provide your representative(s) with the assets in your Account is subject to the restrictions imposed by law, regulation, and court orders, as the case may be. The Third-Party Service Providers' ability to provide your representative(s) with the assets in your Account may also be impacted by the location of residence of the representative(s) and the ability of the representative to open an account on the Platform to receive your Account assets. The Third-Party Service Providers do not commit to any particular timeline for the transfer of your Account assets.

**7.8. Authorized Users.** You are responsible for all authorized transactions initiated and fees incurred by use of any of your Account. If you permit another person to have access to your Account, we will treat this as if you have authorized such person to use the Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Account. You are wholly responsible for the use of your Account according to the terms and conditions of these Terms of Service.

**7.9. Supported Fiat Currency.** We may, at any time and in our sole discretion, discontinue supporting any specific type of fiat currency. The fiat currencies that are supported are set out in the Platform App and are subject to change from time to time. We are under no obligation to honor, and we will not be liable for any transaction or exchange involving unsupported fiat currencies and we will not be required to take any actions to investigate, identify and retrieve any such unsupported fiat currencies.

**7.10. Operational Structure and Cash Sweep.** The fiat virtual account provided through the applicable bank partner is intended to support the operation of the Platform App and certain Services. It may be used as an operational account for receiving and sending funds within the United States banking system. You acknowledge and agree that the fiat virtual account is not intended to function as a storage account for maintaining available balances. Subject to applicable law, your instructions, and the applicable Third-Party terms, funds may be transferred, swept, loaded, reloaded, or repositioned among eligible components of the Integrated Product, including a bank account, prepaid card balance, digital asset balance, stablecoin balance, investment-related balance, or rewards balance. Utoppia may facilitate the transmission of instructions or technology-driven allocation logic, but the actual custody, holding, settlement, transfer, issuance, redemption, or processing of funds or assets will be performed by the applicable Third-Party Service Provider.

**7.11. Connected Balance.** The “**Connected Balance**” means the aggregated value of all eligible assets held through the Integrated Product, including but not limited to: (i) prepaid card balances; (ii) funds received through the fiat virtual account; (iii) eligible digital assets; (iv) investment account balances (if applicable and when designated as eligible by Utoppia); and (v) rewards or benefits accrued through the ONE Program. 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. 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.

Connected Balance and NCCR are Gennius Global Holding Hub Ltd. functionalities only. They are not BVNK services, Bank services, or services provided under the BVNK end-user terms. Connected Balance and NCCR do not access, use or rely on BVNK account data, BVNK transaction data, BVNK balances, BVNK-held customer information, or trigger instructions into BVNK systems. Utoppia will notify BVNK in advance and obtain BVNK's prior written approval before implementing any functionality that interacts with BVNK services, systems, data, balances or customer information.

**7.12. Authorization for Automatic Settlement.** You authorize Utoppia and the Third-Party Service Providers to automatically debit, transfer, convert, liquidate, or reposition eligible assets within the Integrated Product for the purpose of settling all spending, withdrawals, or any other sort of use of the prepaid card transactions. Such logic may include prioritizing eligible value sources, loading or reloading a prepaid card, transferring funds between eligible components, converting eligible digital assets or stablecoins, redeeming rewards, or liquidating eligible investment-related balances, in each case only to the extent disclosed to you and permitted by applicable law and the applicable Third-Party Provider Terms. You acknowledge that automated allocation may occur without separate transaction-by-transaction confirmation, provided that you have received prior disclosure of the applicable allocation logic, priority rules, and available opt-out or modification rights, if any. Such authorization includes application of a payment priority order established by Utoppia or a Third-Party Service Provider, as modified by you when permitted. Also, the authorization includes processing through the NCCR, and you expressly authorize the automated execution of such logic without further individual confirmation at the time of each transaction. These authorizations are a material condition for access to and continued use of the Integrated Product.

**7.12.1. Connected Balance and NCCR Inquiries.** If you believe that any automated allocation, transfer, conversion, liquidation, or repositioning of assets through the Connected Balance or NCCR functionality was executed in a manner inconsistent with the disclosed allocation logic, you may submit an inquiry to Utoppia in writing (by email to support@utoppia.zendesk.com) within sixty (60) days of the date of the transaction at issue. Failure to submit a timely inquiry shall constitute a waiver of any claim related to such transaction. Your inquiry must include: (i) your name and Account identifier; (ii) the date(s) and amount(s) of the transaction(s) in question; (iii) a detailed description of the alleged discrepancy; and (iv) supporting documentation. Utoppia may, in its sole discretion, investigate the matter and, if Utoppia determines in its sole discretion that a correction is warranted, Utoppia may coordinate with the applicable Third-Party Service Provider to effect an adjustment. Any such adjustment shall be in Utoppia's sole discretion as to timing, method, and form. Utoppia shall have no obligation to investigate or resolve any inquiry relating to: (a) the acts, omissions, or processing logic of any Third-Party Service Provider, including GENNIUS GLOBAL HOLDING HUB LTD. and its affiliates; (b) market fluctuations, price movements, or changes in asset value occurring before, during, or after any allocation; (c) transactions that were executed in accordance with the disclosed allocation logic, even if the outcome was unexpected or unfavorable; or (d) any matter arising from your failure to review your account statements or transaction history in a timely manner. THIS INQUIRY PROCEDURE IS PROVIDED AS A COURTESY AND DOES NOT CREATE ANY ADDITIONAL RIGHTS, OBLIGATIONS, OR LIABILITY ON THE PART OF UTOPIPIA. ALL LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF SERVICE, INCLUDING SECTIONS 5.3 AND 5.4, SHALL APPLY TO ANY INQUIRY OR CLAIM RELATING TO THE CONNECTED BALANCE OR NCCR FUNCTIONALITY.

**7.13. ONED Stablecoin.** 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 App. 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**"); **Exhibit B** attached hereto includes ONED Platform Terms and Conditions. ONED is minted 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 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 issued, minted, managed, controlled, or custodied by Utoppia or its affiliates or subsidiaries. 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 digital 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. Neither Utoppia nor any of its affiliated entities hold, manage, control, administer, or have any access to the Reserves at any time, nor do they assume any 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 of ONED; (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. Neither Utoppia nor any of its affiliated 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:

- (i) 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
- (ii) Utoppia and each of its affiliated entities shall be individually and 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 such entity shall be deemed responsible or liable for the compliance failures, omissions or breaches of any other entity operating within the ONED stablecoin ecosystem.
- (iii) Utoppia and each of its affiliated entities role is limited to coordinating integration of ONED into the Platform App, 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, neither Utoppia nor any of its affiliated entities act as issuer, custodian, trustee, fiduciary, administrator, money transmitter, or exchange operator of ONED or the Reserves. Utoppia and its affiliated entities function solely as technology orchestration and program management providers, facilitating user access to the ONED ecosystem through the Platform App interface, and do not perform any regulated activity in connection with the issuance, custody, minting, redemption, or reserve management of ONED.

Your access to and use of ONED is subject to the Stablecoin Infrastructure Provider's end user terms available at [https://docs.cdp.coinbase.com/legal/terms/us\\_individual#individual-user-agreement](https://docs.cdp.coinbase.com/legal/terms/us_individual#individual-user-agreement), and any other applicable Third-Party Service Provider or product-specific terms incorporated into these Terms of Service from time to time. By accepting these Terms of Service, you accept the mechanisms established by the Stablecoin Infrastructure Provider for the minting, redemption and/or exchange of ONED for USDC. By using ONED, you acknowledge and accept the risks associated with digital assets, blockchain networks, smart contracts, reserve stablecoins, redemption limitations, protocol forks, freezes, de-pegging, liquidity constraints, sanctions restrictions, irreversibility of blockchain transactions, and potential partial or total loss of value.

## **SECTION 8 - GENERAL RULES GOVERNING THE ACCOUNT**

**8.1. Assignment; Transfer; Non-Waiver.** The Account may not be assigned by you. Utoppia and/or any applicable Third-Party Service Provider may transfer their rights under these Terms of Service or their respective terms and conditions. If you or Utoppia and/or an applicable Third-Party Service Provider excuse each other from complying with any part of these Terms of Service, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon another's past forbearance to vary present or future rights, obligations or performance under these Terms of Service.

**8.2. Legal Processes Affecting Accounts.** If Utoppia is served with a subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, garnishment, search warrant, forfeiture or similar order or legal process relating to your Account (termed "legal action" in this section), regardless of the jurisdiction of the issuing authority, Utoppia may rely on the representations made in the legal action and comply with the legal action, regardless of the jurisdiction of the issuing authority or the location at which the legal action is received. If you believe your funds are exempt from legal action, or otherwise should not be subject to legal action (for example, if you believe the court, garnisher, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal action against the party who originated the legal action, and you agree that we have no obligation to do so. Any fees or expenses Utoppia incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. Unless expressly prohibited by law, we may charge your Account a fee for each legal action received, regardless of whether the action is subsequently revoked, vacated or released.

**8.3. State Specific Laws - Abandoned or Inactive Accounts.** Some states in the United States have unclaimed property laws that govern when accounts are considered abandoned. In this case, your Account is usually considered abandoned if you have not made a deposit or withdrawal, or signed into your Account, for a specified period of time. In jurisdictions with unclaimed property laws, Utoppia and/or the applicable Third-Party Service Provider may be required by the unclaimed property laws to turn over Accounts considered abandoned to the applicable state. Before an abandoned Account is turned over, Utoppia may send a notice to you by e-mail or the address on the account statement. Unless prohibited by law, Utoppia may charge your Account costs and expenses of any notice, payment and turnover of the remaining balance of your Account to the applicable state.

**8.4. Indemnification; Indemnified Parties.** You shall indemnify and defend Utoppia, the applicable Third-Party Service Provider, and their respective officers, directors, employees, agents, and representatives (collectively with Utoppia and any applicable Third-Party Service Provider, the "**Indemnified Parties**"), and hold each of them harmless, against any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent,

liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third-party claim, or otherwise) (collectively, "**Losses**") by or with respect to any matters pertaining to the Account and/or the bank Services, arising directly or indirectly from your breach of your obligations under the Terms of Service or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account or the Services. If the Indemnified Parties are entitled to indemnification against a claim under these Terms of Service, they shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend the Indemnified Parties, or pay for the cost of their defense, as they shall elect. The parties shall cooperate for the cost-effective defense of the claim, and we and our affiliates shall not settle any claim for which indemnification is demanded without your consent.

**8.5. Amendment and Cancellation.** Except as otherwise required by applicable law, Utoppia may amend or change the terms and conditions of these Terms of Service at any time in our sole discretion, by posting the amended Terms of Service on the Platform App. You will be notified of any amendment or material changes with thirty (30) days' notice prior to the effective date of such changes through the Platform App or by any other reasonable means. Continued use of the Platform following the effective date of any changes constitutes acceptance of the amended terms. If the amendment or material change is made for security purposes or your benefit, we may implement it without prior notice.

**8.5.1.** We may suspend or close your Account at any time. You may suspend or close your Account by emailing [support@utoppia.zendesk.com](mailto:support@utoppia.zendesk.com). Your cancellation of your Account will not affect any of Utoppia's rights or your obligations under these Terms of Service prior to cancellation.

**8.5.2.** If your Account is canceled, closed, or terminated for any reason, you may request the balance to be returned to an external account that you have maintained, including any linked external account. Allow at least fourteen (14) days for processing of such balance return. If Utoppia's offering is canceled, closed, or terminated, Utoppia shall send you prior notice, in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Account balance, will be included in the notice.

**8.6. Customer Service.** For customer service or additional information regarding your Account, please contact Utoppia at:

Email: [support@utoppia.zendesk.com](mailto:support@utoppia.zendesk.com).

WhatsApp Chat: +1 (650) 495-2468

To report a complaint relating to the Services, email [support@utoppia.zendesk.com](mailto:support@utoppia.zendesk.com).

**8.7. Hours.** Customer Service agents are available to answer your emails and chats: Eastern Time: Monday through Friday: 7:00 AM – 11:00 PM.

**8.8. BINDING ARBITRATION. PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.**

**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 TERMS OF SERVICE.**

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 UTOPIA AND/OR ANY OTHER ENTITY THAT UTOPIA MAY APPOINT OR CONTRACT WITH IN CONNECTION WITH THE ONE PROGRAM, WHETHER IN ARBITRATION, LITIGATION, OR ANY OTHER FORUM.

**8.8.1. Agreement to Arbitrate.** Any claim, dispute, or controversy ("**Claim**") arising out of or relating in any way to: (i) these Terms of Service; (ii) the Account or the Services; (iii) your use of the Account or the Services; (iv) the amount of funds in your Account; (v) advertisements, promotions or oral or written statements related to the Account or the Services; (vi) the benefits and Services related to the Account or the Services; or (vii) transactions made using Account or the Services, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("**AAA**") under the AAA Commercial Arbitration Rules in effect at the time arbitration is commenced. The seat of arbitration shall occur in Miami, Florida, unless otherwise designated by Utoppia in their sole discretion, and shall be conducted in English.

**8.8.2.** The dispute shall be resolved by a single arbitrator with demonstrated expertise in fintech, digital assets, or commercial technology matters, appointed in accordance with the AAA Rules. 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 of Service. The arbitrator's award shall be final, binding, and enforceable in any court of competent jurisdiction.

**8.8.3.** For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 120 Broadway, Floor 21, New York, NY 10271, or at [www.adr.org](http://www.adr.org).

**8.8.4.** All determinations as to the scope, interpretation, enforceability and validity of these Terms of Service shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**8.8.5.** This arbitration provision shall survive: (i) the termination of the Terms of Service; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or (iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**8.8.6. Costs of Arbitration.** You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. Utoppia will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and Utoppia will pay any fees and costs, which Utoppia is required to pay by law or by the rules and procedures of the Administrator. In addition, in the event that you receive an arbitration award that is greater than Utoppia's last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.

**8.8.7.** The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the Federal Arbitration Act. An arbitration award will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

**8.9. Governing Law.** Any dispute, claim or controversy arising out of these Terms of Service, the Platform App or the use of the Account, shall be governed by the laws of the State of Delaware.

**8.10. Termination.** Termination of the Integrated Product shall result in simultaneous termination of the fiat virtual account, prepaid card, and access to the ONE Program. Subject to Section 8.10.5, Utoppia, the bank partner, the card issuer, or any applicable Third-Party Service Provider may terminate, close, deactivate, or block access to any of the Services at any time in its sole discretion. Utoppia may, in its sole discretion, discontinue providing the Services, or any part thereof, with or without notice. You will remain liable to Utoppia for all obligations incurred through your use of the Services, or otherwise, whether arising before or after termination. We and you may each terminate this relationship unilaterally at any time upon notice. You may terminate this relationship after paying any obligations owed upon written notice. These Terms of Service survive termination of your Account or fiat virtual account, as the case may be. To close your Account or fiat virtual account, as the case may be, please contact us.

**8.10.1.** You understand and acknowledge that even after accepting these Terms of Service and opening an Account, we have the right to close your Account and terminate this relationship, and you will have no right to compel us to grant access to the Services, either initially or after an Account is opened.

**8.10.2.** If you terminate your relationship with Utoppia, the Account will automatically be closed. Upon closure, any remaining funds in the Account will be returned to you, if available.

**8.10.3.** If the agreement between Utoppia and the Bank, BVNK or the card issuer is terminated, this Account may be terminated. In this case, Utoppia shall send you a notice with the applicable procedures. Specific information and instructions, including how to receive any remaining Account balance, will be included in the notice. We reserve the right to refuse to return any unused balance amount less than \$1.00.

**8.10.4.** Unless you are notified otherwise, upon termination, you agree to provide us with bank account details within seven (7) calendar days upon receiving written notice so that we can return any remaining fiat funds to you. If such information is not provided within the specified time frame, Utoppia will instruct the bank partner to return any remaining funds in the Account in a check mailed to the address on file associated with the Account. Our and the applicable Third-Party Service Provider's obligations to you will be fully satisfied by mailing a check in the appropriate amount to the address specified by Utoppia. An account closure fee will be charged to the user in this case (Exhibit A).

**8.10.5. Third-Party Provider Termination of Component.** If any Third-Party Service Provider terminates, suspends, discontinues, or otherwise ceases to provide any component of the Integrated Product for any reason (a "**Component Termination Event**"), Utoppia may, in its sole discretion, elect to implement the following procedure:

(a) **Notice.** Utoppia may, but shall not be obligated to, provide you with notice of the Component Termination Event within a reasonable time after Utoppia becomes aware of such event, specifying (i) the affected component, and (ii) the anticipated effective date of termination, to the extent known. Failure to provide notice, or any delay in providing notice, shall not give rise to any claim or liability against Utoppia.

(b) **Cure Period.** Utoppia may, in its sole discretion, elect to undertake efforts to (i) negotiate reinstatement of the terminated component with the applicable Third-Party Service Provider, (ii) onboard a replacement Third-Party Service Provider to provide an alternative component, or (iii) otherwise address the impact of the Component Termination Event. Any such efforts shall be undertaken at Utoppia's sole discretion and shall not constitute a warranty, guarantee, or obligation to cure, reinstate, or replace any component. Utoppia makes no representation as to the timeline, likelihood, or outcome of any such efforts.

(c) **Continuation or Modification.** If Utoppia elects to address the Component Termination Event by reinstating or replacing the affected component, the Integrated Product may continue in effect, subject to any modifications to the applicable Third-Party Service Provider, component terms, functionality, or features as

Utoppia may determine in its sole discretion. Your continued use of the Integrated Product following any such modification constitutes acceptance of such changes.

(d) Termination and Wind-Down. If Utoppia, in its sole discretion, determines not to cure, or is unable to cure, the Component Termination Event, the Integrated Product shall terminate. In such event, Utoppia may implement a wind-down process, during which: (i) Utoppia may provide you with notice specifying the termination date and applicable procedures; (ii) you may have a limited period, as determined by Utoppia (which may be shortened or eliminated if circumstances require), to withdraw or transfer any remaining funds, balances, or assets held through the Integrated Product components, subject to applicable Third-Party Terms and operational constraints; and (iii) any remaining balances after any wind-down period shall be handled in accordance with Section 8.10.4.

(e) Disclaimer of Liability. YOU ACKNOWLEDGE AND AGREE THAT UTOPIA SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, EXPENSES, CLAIMS, OR LIABILITIES OF ANY KIND (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE) ARISING FROM OR RELATED TO ANY COMPONENT TERMINATION EVENT, ANY TERMINATION OR WIND-DOWN OF THE INTEGRATED PRODUCT, ANY FAILURE OR DELAY IN PROVIDING NOTICE, ANY DECISION NOT TO CURE OR INABILITY TO CURE, ANY MODIFICATION TO THE INTEGRATED PRODUCT, OR ANY OTHER ACTION OR OMISSION BY UTOPIA IN CONNECTION WITH THIS SECTION 8.10.5, REGARDLESS OF THE CAUSE OR CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION REGULATORY ACTION, INSOLVENCY, FORCE MAJEURE, BREACH BY ANY THIRD-PARTY SERVICE PROVIDER, OR ANY OTHER EVENT BEYOND UTOPIA'S CONTROL. The limitations of liability set forth in Sections 5.3 and 5.4 shall apply to any Component Termination Event and any related termination or wind-down.

**8.11. Entire Agreement.** These Terms of Service, together with the Utoppia Privacy Policy, the Utoppia Framework Terms and Conditions, and the Exhibits attached hereto, as amended from time to time, constitute the entire agreement between you and Utoppia with respect to your access to and use of the Platform App, and supersede all prior or contemporaneous understandings, communications, representations, or agreements, whether written or oral, relating to the subject matter hereof. In the event of any conflict between these Terms of Service and the Utoppia Framework Terms and Conditions, these Terms of Service shall govern with respect to your general relationship with Utoppia, Account matters, fees, and liability, while the Framework Terms and Conditions shall govern with respect to matters specifically relating to the Third-Party Service Provider ecosystem, the Connected Balance, and ONED; in the event of any contradiction, any applicable Third-Party Provider Terms shall govern solely with respect to the specific product or functionality to which it relates, as set forth in Section 3.3 above.

**8.12. Severability.** If any provision of these Terms of Service is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be reformed, construed, and enforced to the maximum extent permissible so as to effectuate the intent of the parties.

**Language.** These Terms of Service may, at Utoppia's sole discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

\* \* \* \* \*

## **EXHIBIT A**

## **FEE SCHEDULE**

| <b><u>Services</u></b>               | <b><u>Fee</u></b>                                                                                                              |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Send money via Standard ACH          | \$1                                                                                                                            |
| Send money via Same-Day ACH          | \$3                                                                                                                            |
| Send money via International Wire    | \$30                                                                                                                           |
| Receive money via ACH                | Free                                                                                                                           |
| Receive money via Domestic Wire      | \$14                                                                                                                           |
| Receive money via International Wire | \$30                                                                                                                           |
| Stablecoin payouts                   | 1.49% with \$1.5 minimum fee                                                                                                   |
| Utoppia Plus Membership              | \$5.99 per month                                                                                                               |
| Inactivity Fee                       | \$3 per month                                                                                                                  |
| Check Fee                            | \$20 per check                                                                                                                 |
| Account Opening Fee                  | Free                                                                                                                           |
| Account Maintenance Fee              | Free                                                                                                                           |
| Account Closure Fee                  | Upon account closure, a fee may be deducted in an amount not greater than \$20, subject to the remaining funds in the account. |

| <b><u>CARD FEE SCHEDULE</u></b> | <b><u>Fee</u></b> |
|---------------------------------|-------------------|
| Card payments in non-USD        | 2.99%             |

**EXHIBIT B**

**ONED PLATFORM TERMS AND CONDITIONS**

**<https://tc.oned.global/#/oned>****<https://tc.oned.global/#/oned>**

**EXHIBIT C**  
**BILL PAYMENT ANNEX**

Utoppia, Inc. and our affiliates or subsidiaries (collectively “**Utoppia**,” “**we**,” “**us**,” or “**our**”) operate a platform that provides its users with an Account provided by third-party service providers through Utoppia’s mobile phone application (the “**Platform App**”), as set forth in Utoppia’s General Terms of Service (the “**General Terms of Service**”). Utoppia is a technology company only and does not itself provide any banking, financial, payment, investment, or other regulated services nor holds digital asset custody.

If you are reading these Bill Pay Terms of Service, that means you have created an account using the Platform App and are going to use the Platform App and Services under the General Terms of Service to request Bill Payments (the “**Bill Payment Services**”). By using Utoppia’s Bill Payment Services through our Platform App, you agree to these Bill Payment terms of service, our Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any and all applicable local laws which you may be subject to with respect to the Bill Payment Services. To the extent that any term of service is not expressly set forth herein, Utoppia’s General Terms of Service shall control.

**Bill Payment Services** are part of the Integrated Product defined in the General Terms of Service and may be funded through the Connected Balance, as described therein.

We may update these Terms of Service and/or the Privacy Policy from time to time and it is your responsibility to check for updates. We will provide updates as required by law. By continuing to use our Services after these updates, you agree to the revised terms.

***NOTICE OF BINDING ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION 8.8 IN THE GENERAL TERMS OF SERVICE.***

For the Bill Payment Services, we partner with AUNTAPI LLC, a Delaware limited liability company, commonly known as “**TAPI**”, which offers a collection system on behalf of third parties through which it provides companies or institutions, currently located in Argentina, Chile, Colombia, Peru, and Mexico (the “**Billers**”), and their users, a fast and effective alternative for the collection and payment, respectively, of the services provided by such Billers (such as bill payments of water, telephone, gas, energy, internet and certain educational related services (collectively, the “**Bill Payments**”). In our partnership with TAPI, we integrated the TAPI software into our Platform App to allow you and others who are enrolled with the Platform App (each, a “**User**”) to have access to TAPI’s services which include (a) payment processing and collection of invoices or payment vouchers issued through TAPI’s intermediation, (b) capturing, recording and electronic transmission of payment information, (c) conciliation of the payments made, (d) transmission of the conciliated data and crediting of the funds collected, and (e) making telephone recharges (collectively, the “**TAPI Services**”). You may view TAPI’s website which includes a description of the TAPI Services at <https://tapi.la>.

Utoppia is only an intermediary of TAPI whereby TAPI offers the TAPI Services and Utoppia integrates such TAPI Services into the Platform App. Utoppia is not licensed, registered, or authorized to provide any banking, financial, payment, or other regulated services in any jurisdiction. As such, neither Utoppia nor any of its affiliates are responsible or liable for (i) the accuracy of the information related to the TAPI Services; (ii) the functionality of the TAPI Services; and/or (iii) any delays or other acts under the control of TAPI as they relate to the TAPI Services.

The TAPI Services are intended only to send money to billers whom you trust and who are in partnership with TAPI. You should not use the TAPI Services to send money to recipients with whom you are not familiar or you do not trust.

## **1. Description of Services**

Once you have set up an account using our Platform App, as set forth in Utoppia's General Terms of Service (the "**Account**"), we will enable the TAPI Services for you to utilize as follows:

### **a. Bill Payments**

To pay Bill Payments to a Biller, you may click the "Bill Pay" button on the Platform App and initiate a payment instruction ("**Payment Instruction**").

Through the Platform App, you may then initiate the Payment Instruction and thereby authorize us to debit your Account by the amount you specify, and to send those funds to your designated Biller (a "**TAPI Payment**").

You acknowledge and agree that funds used to process a Bill Payment are sourced from the Connected Balance as defined in the General Terms of Service.

2. **Eligibility:** In addition to the eligibility requirements to open an Account as provided in Utoppia's General Terms of Service, to utilize the TAPI Services, you must have an Account and provide us with your valid mobile number that you intend to use for an extended period of time (i.e., no "burner" numbers), and we will ask you to provide your mailing address. You may not enroll in the TAPI Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. At any time while you are enrolled, we may contact you and/or take other steps to confirm that the mobile phone number that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number, then you understand that we may cancel your enrollment and you will not be able to send money with the TAPI Service. You further agree and warrant that you must immediately notify us if any mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

### **3. Text Messages and Other Communications:**

(i) By providing us with a mobile number, either when you sign up for an Account or update the contact information associated with your Account, you consent to receiving text (SMS) messages and push notifications from us. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the TAPI Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

(ii). You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt-out of a) text messages from us by replying STOP or by changing your notification preferences in the Platform App; and b) call communications by informing us verbally on a phone call or in writing that you do not wish to receive such calls or by changing your notification preferences in the Platform App. You acknowledge that opting out of receiving communications may impact your use of the TAPI Services.

4. **Standard of Care, Limitation of Liability, Indemnity:** Utoppia's liability for losses you or any third party may incur under any circumstance, in connection with your Account or the TAPI Services set forth herein is limited only to actual damages proved that are proximately caused by Utoppia's gross negligence or willful misconduct. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in the General Terms of Service, as well as the

limitation of liability provisions in the General Terms of Service. You further acknowledge and agree by using the TAPI Services that:

- a. Utoppia will have no liability by reason of delays or interruptions of the Services provided herein or transmissions, or failures of performance of their respective systems, regardless of cause, including those caused by governmental or regulatory action, or those caused by software or hardware malfunctions.
- b. Utoppia will have no liability for acting on instructions from you accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to act on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.
- c. Utoppia shall have no liability for taking action on instructions from User accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to take action on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.
- d. Except as required by applicable law, Utoppia will have no liability to you if we are unable to complete a transaction, for any reason beyond Utoppia's control, including, but not limited to, you not having sufficient funds in your Account or our system not working properly.
- e. Except as otherwise expressly provided in these Terms of Service or as otherwise required by applicable law, Utoppia, any of its affiliates, and the parties with whom Utoppia and any affiliates contract in order to offer your Account and related TAPI Services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Account and related TAPI Services, or these Terms of Service.
- f. Utoppia is not responsible for any delays or errors in the provision of the TAPI Services set forth herein, if such delays or errors are caused by you, any third-party, your internet connection or internet or telephone service provider.
- g. Utoppia is not responsible for delays or errors that result from us applying holds or limitations.
- h. Utoppia is an intermediary which integrates TAPI Services into the Platform App. Utoppia is not licensed, registered, or authorized to provide any banking, financial, payment, or other regulated services in any jurisdiction. As such neither Utoppia nor any of its affiliates are responsible for, or liable for, (i) the accuracy of the information related to Billers, Bill Payments, or TAPI Payments which is being supplied by TAPI on the Platform App; (ii) the functionality of TAPI or relationships and transactions it engages with the Billers; or (iii) any delays or other acts under the control of TAPI upon receipt of the TAPI Payments from the Users.
- i. To the extent Bill Payments are funded through the Connected Balance or through reallocation of funds between the prepaid Visa card and the fiat virtual account, Utoppia shall not be liable for the automated allocation, timing, sequencing, or execution logic of such funding, to the fullest extent permitted by law.

5. No Warranty of Availability or Uninterrupted Use: From time to time, TAPI Services may be inoperative. When this happens, you may be unable to access or use the TAPI Services. Please notify Utoppia if you have any problems using the Account, the Platform App, or the TAPI Service. You agree that Utoppia will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Utoppia be liable for extended interruptions due to failures beyond Utoppia's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

6. User's Responsibilities:

a. Our Relationship with You: You understand that Utoppia is a technology company that serves solely as a technology platform provider and liaison with TAPI to power the TAPI Services as set forth herein, and Utoppia owes no fiduciary duty to you. Utoppia is not licensed, registered, or authorized to provide any

banking, financial, payment, or other regulated services in any jurisdiction. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES OFFERED BY UTOPIA ARE NOT ENDORSED OR WARRANTED, WHETHER EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN AND IN THE GENERAL TERMS OF SERVICE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AS MORE SPECIFICALLY SET FORTH IN THE GENERAL TERMS OF SERVICE. You understand that TAPI and Utopia are not legal partners, affiliates or joint ventures with each other. Nothing in these Terms of Service is intended to be read or understood as making TAPI and Utopia, legal partners, affiliates or joint venturers or impose any liability as such on either of them.

b. Taxes: It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the TAPI Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through the Platform App.

c. Indemnification: You shall indemnify and defend Utopia and its officers, directors, employees, agents, and representatives (collectively with Utopia, the "Indemnified Parties"), and hold each of them harmless, against any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to the Account and/or the TAPI Services, arising directly or indirectly from your breach of your obligations under the Terms of Service or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account or the TAPI Services. If the Indemnified Parties are entitled to indemnification against a claim under these Terms of Service, they shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend the Indemnified Parties, or pay for the cost of its defense, as they shall elect. The parties shall cooperate for the cost-effective defense of the claim, and us and our affiliates shall not settle any claim for which indemnification is demanded without your consent.

7. Confidentiality and Sharing Your Information: We may disclose information to third parties about your Account or the transactions you make consistent with the Utopia Privacy Policy, but you specifically agree to the following disclosures: (i) where it is necessary for completing transactions, including but not limited to sharing your identity with other users; and (ii) in order to verify the existence and condition of your Account to a third party.

Keep confidential any credentials you use to access your Platform App and the Services provided herein. You must keep your phone number, email address and other contact information current in your Platform App Account profile. By using the Bill Payment Services, you also acknowledge and agree (i) that we will share your personal information with TAPI for purposes of effectuating the Bill Payment Services; (ii) that TAPI may retain such information for such time as may be required by applicable law; and (iii) that TAPI may share all or a portion of your personal information with the Billers as may be required to effectuate the TAPI Payments.

8. Termination:

a. Utopia may, in its sole discretion, discontinue providing the TAPI Services, or any part thereof, with or without notice.

b. Utopia may also terminate, or close, deactivate, or block access to the TAPI Services at any time in its sole discretion. You will remain liable to Utopia for all obligations incurred in through your use of the TAPI

Services, or otherwise, whether arising before or after termination. These Terms of Service survive termination of the TAPI Services or your Account.

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## **EXHIBIT D**

### **UTOPPIA PLUS ANNEX**

Utoppia, Inc. and our affiliates or subsidiaries (collectively “**Utoppia**,” “**we**,” “**us**,” or “**our**”) operate a platform that provides its Users with an Account with Utoppia (the “**Account**”) provided by a software provider through Utoppia’s mobile phone application (the “**Platform App**”), as set forth in Utoppia’s General Terms of Service (the “**General Terms of Service**”).

The Utoppia Plus subscription (the “**Utoppia Plus Subscription**”) is an optional, paid service and is not a component of the Integrated Product as defined in the General Terms of Service.

If you have the Investment Account (as defined herein) and do not have the Account, you will have thirty (30) days from the date of this notice to (i) establish the Account and (ii) subscribe to receive the Services provided under Utoppia Plus (the “**Utoppia Plus Services**”) pursuant to these Utoppia Plus Terms of Service (these “**Terms of Service**”). Should you elect not to open the Account, the Investment Account will be closed and the funds in the Investment Account will be transferred to an account specified by you in writing to Utoppia within five (5) days after the thirty (30) days described above have passed. Should you elect to establish the Account, but not to subscribe to the Utoppia Plus Subscription, the Investment Account will be closed and the funds in the Investment Account will be transferred to the Account. Please understand that to retain the Investment Account you must establish the Account and elect and subscribe to the Utoppia Plus Subscription.

If you are reading these Terms of Service, that means you have created the Account using the Platform App, you have subscribed to the Utoppia Plus Subscription, and are going to use the Platform App to utilize the Utoppia Plus Services.

By using Utoppia Plus Services through our Platform App, you agree to these Terms of Service, our Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any and all applicable local laws which you may be subject to with respect to the Utoppia Plus Services. To the extent that any term of service is not expressly set forth herein, Utoppia’s General Terms of Service shall control. We may update these Terms of Service and/or the Privacy Policy from time to time and it is your responsibility to check for updates. We will provide updates as required by law. By continuing to use our Services after these updates, you agree to the revised terms. To the extent these Terms of Service conflict with Utoppia’s General Terms of Service, these Terms of Service shall prevail. Capitalized terms not expressly defined herein shall have the meaning set forth in Utoppia’s General Terms of Service.

If you do not agree to these Terms of Service, you must not use our Utoppia Plus Services or must immediately stop using our Utoppia Plus Services, as the case may be, and we or you may need to terminate the Investment Account.

***NOTICE OF BINDING ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” IN THE GENERAL TERMS OF SERVICE.***

#### **1. Description of Services**

Once you have set up the Account using our Platform App and have an active Utoppia Plus Subscription, we will enable the Utoppia Plus Services for you to utilize as follows:

##### **a. Investment Account Services**

You will become eligible to use the Investment Account Services pursuant to the Annex – Utoppia, Inc. Terms of Service – Investment Account – to the General Terms of Service.

To provide the Investment Account Services, we partner with W2B, Inc., (d/b/a WEALTH2B), a corporation organized under the laws of the State of Delaware ("**W2B**"), which is duly registered with the United States Securities and Exchange Commission ("**SEC**") as a Registered Investment Adviser ("**RIA**"). W2B, as an RIA, offers discretionary administration of an investment account (the "**Investment Account**") held in custody at Alpaca Securities LLC, a Delaware limited liability company, registered with the SEC as a custodian of Investment Accounts and which has registration number 8-69928 ("**Alpaca Securities**").

The Investment Account will only be retained if and after you pass the KYC process as may be required by W2B and/or Alpaca Securities. If the KYC process is not approved, you will not be able to continue to use the Utoppia Plus Services and benefits, and you will no longer be charged. If the Investment Account is closed, you will not be able to continue to use the Utoppia Plus Services and benefits, and you will no longer be charged.

If you have an active Utoppia Plus Subscription, balances held in the Investment Account may be designated as eligible assets for purposes of the Connected Balance, as defined in the General Terms of Service, subject to the General Terms of Service and the applicable terms governing the Connected Balance functionality.

If Investment Account balances are included as eligible assets in the Connected Balance, you authorize the automated liquidation, conversion, or transfer of such balances for prepaid card settlement purposes, in accordance with the General Terms of Service and any applicable third-party technology or service provider terms incorporated therein. You understand that such liquidation or transfer may occur without separate confirmation at the time of each card transaction.

Nothing herein shall modify the investment advisory disclosures, fiduciary duties, or regulatory obligations of W2B, Inc. as a Registered Investment Advisor, and to the extent required by applicable securities law, such disclosures and regulatory requirements shall prevail.

Upon any withdrawal, liquidation, transfer, or distribution of funds from the Investment Account, such funds shall be credited directly to your prepaid Visa card balance in accordance with the General Terms of Service and the operational structure described therein.

You acknowledge and agree that funds withdrawn from the Investment Account will not remain in the fiat virtual account as an available stored balance but will be subject to the sweep and Connected Balance mechanics described in the General Terms of Service.

#### **b. Priority Customer Service**

You will have priority access to our customer service to resolve any inquiries that you might have in relation to your Services. This will minimize the time it takes to connect with a member of our team.

#### **c. Free Same Day ACH Transfers**

You will have two (2) same day ACH Transfers per calendar month.

### **2. Utoppia Plus Subscription Fee**

We currently impose a monthly fee of \$5.99 for the Utoppia Plus Subscription ("**Utoppia Plus Subscription Fee**"). This Utoppia Plus Subscription Fee will be deducted from the Account on the last day of every month.

W2B may impose their own fees for any withdrawal by you of funds, and any proceeds thereof, from the Investment Account which will be included in the amounts reflected in the Platform App.

We reserve the right to change the fees associated with use of the Utoppia Plus Services at any time with reasonable notice and to charge for the fees either from the Account or the Investment Account, subject to the terms herein.

### **3. Eligibility**

In addition to the eligibility requirements to open the Account as provided in Utoppia's General Terms of Service, to utilize the Utoppia Plus Services, you must have an active Utoppia Plus Subscription. Only Users with an active Utoppia Plus Subscription are eligible to use the Utoppia Plus Services.

#### **4. Termination**

a. As stated above, the Utoppia Plus Subscription Fee will be initially deducted from the Account. If the Account has an insufficient balance to pay for the Utoppia Plus Subscription Fee, we will attempt to debit the Utoppia Plus Subscription Fee every day for the next seven (7) days ("**7-Day Period**") from the Account or the Investment Account. If after the 7-Day Period the User has not paid the Utoppia Plus Subscription Fee, the User authorizes and gives us instructions for the following actions: (i) the User will cease to have access to the Utoppia Plus Services; (ii) any balances in the Investment Account will be transferred to the Account; (iii) if the User is entitled to interest on the Investment Account, once such interest is credited in the Investment Account, such interest will be transferred to the Account; and (iv) once the User has received all interest due, the Investment Account will be closed and all funds will be transferred to the Account (collectively, the "**Termination Effect**").

b. If at any time the User notifies Utoppia of the User's intent to terminate the Utoppia Plus Subscription, the Termination Effect will occur within thirty (30) days starting on the day when such notification was provided to Utoppia.

c. Utoppia may, in its sole discretion, discontinue providing the Utoppia Plus Services, or any part thereof, with or without notice.

d. Utoppia may also terminate, close, deactivate, or block access to the Utoppia Plus Subscription at any time in its sole discretion.

e. You will remain liable to Utoppia for all obligations incurred through your use of the Utoppia Plus Services, whether arising before or after termination. These Terms of Service survive termination of the Utoppia Plus Services or the Account.

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