

Terms and Conditions of the Get your Deel payments at Utoppia Program

Effective as of May, 2025

I. DEFINITIONS

- a. "App" is the application called "Utoppia" for the provision of financial services (hereinafter, "Utoppia").
- b. "Program" consists of two promotions: i. **Cashback for Opening New Accounts:** Users who open a new account at Utoppia after May 26th and fund it with USD 250 or more from Deel within the first 30 days of opening will receive a cashback of USD 20. The cashback will be credited within 30 days following the date the USD 250 is credited to the account. The funding does not need to be the first transfer from Deel but must occur within the 30-day period from account opening. ii. **Cashback for Recurring Deposits from Deel:** Utoppia users who have not made deposits from Deel during 2025 can access this promotion: They will receive USD 5 cashback per month for the first three deposits of USD 250 or more made from Deel. Each deposit must be made in a different calendar month, up to December 31, 2025. The cashback will be credited within 30 days following each deposit.
- c. "Utoppians" are App users with active products purchased through the App.
- d. "Deel" is designated to all the senders who are identified with the name "deel" in the Utoppian balance. Funds that are not identified in the client's account balance with that name will not be considered performed by deel, regardless of who the sender was.

II. EXCLUSIONS AND RESTRICTIONS

- II.i. The Program applies exclusively to Utoppians' first funding from Deel. If the Utoppian has already received funds prior to the entry into force of the program, any funds from Deel, regardless of the amount, will not entitle the Utoppian to the rewards established in this program.
- II.ii. The Utoppian will not have the right to reimbursement, either partial or total, if they do not fully comply within the established period with all the requirements stipulated in this document. If the Utoppian is credited with less than USD 250 from deel, the Utoppian will not be entitled to any reward or payment at all.
- II.iii. Utoppia will not recognize Deel as a sender of any amount of money if it is not expressly identified as designated in this document, regardless of the actual sending of funds.
- II.iv. The Utoppians may not require the Entity to reveal information about successful or unsuccessful referrals or about the invitation codes used for their registration, nor any type of information other than that which is the responsibility of this Program. Any determination or calculation by the Entity will be final.

II.v. People who are in arrears according to the Entity's policies do not participate.

IV.vi. This promotion is NOT cumulative with other promotions or benefits offered by Utoppia with the only exception of the “member get member” program.

III. VALIDITY

III.i. The Program is effective from May, 2025, and will last for 30 days, or until the budget of USD 15,000 in rewards is exhausted, whichever occurs first.

III.ii. The Entity reserves the right to extend the validity of this Program and/or the cap limit of rewards. Utoppia also reserves the right to add or suppress the list of Payment Platforms at any time and without prior notice. Participation in this Program implies unrestricted acceptance of its Terms and Conditions. Utoppia may decide on any point or question that is not contemplated in these Terms and Conditions.

III.iii. The Entity will communicate modifications, suspension, extension, and/or termination of the Program by updating these Terms and Conditions, which can be accessed at any time by consulting the Legal section within the App or webpage www.utoppia.com.

IV. RESPONSIBILITY

IV.i. Any matter or situation that arises with the Program and that is not regulated by these Terms and Conditions will be resolved by Utoppia in strict adherence to the laws and its policies.

IV.ii. Utoppia may introduce all the security measures it deems appropriate for this Program and reserves the right to suspend it, exonerated from any type of responsibility, if fraud or any other irregularity is detected.

IV.iii. Utoppia reserves the right to modify, suspend, and/or terminate the Program at any time, exonerated from any type of responsibility, if extraordinary events, acts of God, force majeure, unforeseen, legal, regulatory, economic, or monetary measures occur that prevent or make the continuity of the Program inconvenient. The unrestricted acceptance of the measures that Utoppia adopts in this context is a condition to participate in the Program, and consequently, the participants expressly waive the right to make claims of any kind in relation to them.

IV.iv. The Utoppians will accept all the conditions and regulations established by Utoppia for the Program. They also accept any modification or suspension of these Terms and Conditions established by Utoppia.

IV.v. Utoppia may make modifications or additions to these regulations, for which it will suffice to publish the new version on its website, in the Legal section of the App, or by any other means it deems appropriate.

IV.vi. Each Utoppian agrees, at their sole cost, to indemnify, defend, and hold harmless Utoppia and its employees, officers, directors, agents, representatives, and contractors from and against any and all losses,

liabilities, claims, expenses, costs, fines, and damages of any kind (including attorneys' fees and costs) arising out of or in any way related to the Utoppian's breach of these Terms and Conditions, User's participation in this program, and/or Utoppian fraud, acts of gross negligence, or misconduct.

Terms and Conditions of the Get Your Payments at Utoppia Program

Effective as of June 16, 2025

I. DEFINITIONS

- a. "App" is the application called "Utoppia" for the provision of financial services (hereinafter, "Utoppia").
- b. "Program" is a Utoppia campaign designed to incentivize existing and new users to activate their accounts through funding for the first time their utoppia account (FTA) from the following platforms: Wise, Payoneer, OnTop, or Airbnb. Users who have never made an FTA in Utoppia, and fund their account with USD250 or more between June 16 and July 15, 2025, from any of these platforms will be eligible for the benefits. Once the first FTA is completed with USD250 or more, that platform will be defined as the only valid one for accessing the monthly benefit.
- c. "Utopian/s" are App users with active products purchased through the App.d. "Payment Platforms" are designated as payment platforms to all the senders who are identified with the following names in the Utoppian balance: Wise, Payoneer, OnTop, or Airbnb. Funds that are not identified in the client's account balance with those names will not be considered "Payment Platforms," regardless of who the sender was.

II. BENEFITS

Users will receive USD 5 cashback per month for 7 consecutive months if they fund their account with USD250 or more per month, provided that they fund their Utoppia account from the same platform used for the first funding (FTA). The maximum total possible reward is USD 35.

III. ELIGIBILITY CONDITIONS

III.i. Eligibility: This program applies only to users who have never funded Utoppia from any account or platform.

III.ii. Funding Period: The FTA must be made between June 16, 2025, and July 15, 2025, from Wise, Payoneer, OnTop, or Airbnb.

III.iii. Fixed Platform: Users must make monthly fundings from the same platform used for the first funding (e.g., if they started with Wise, they must continue with Wise).

III.iv. Minimum Monthly Amount: Each month, the user must send at least USD 250 from the defined platform.

III.v. Mandatory Consecutiveness: The USD 5 cashback will only be granted if the user meets the monthly sending money requirement of USD250 per month from the same platform without interruption. If the user fails to send for one month, they will lose access to the benefits for the following months, even if they resume funding later.

IV. EXCLUSIONS AND RESTRICTIONS

IV.i. The Program applies exclusively to the Utopians' first funding from the Payment Platforms. If the Utopian has already received funds prior to the entry into force of the Program, they will not be entitled to the rewards established in this Program, regardless of the amount received.

IV.ii. The Utopian will not have the right to reimbursement, either partial or total, if they do not fully comply within the established period with all the requirements stipulated in this document. If the Utopian is credited with less than USD 250 from any Payment Platform

IV.iii. Utoppia will not recognize the Payment Platform as a sender of any amount of money if it is not expressly identified as designated in this document, regardless of the actual sending of funds.

IV.iv. The Utopians may not require the Entity to reveal information about successful or unsuccessful referrals or about the invitation codes used for their registration, nor any type of information other than that which is the responsibility of this Program. Any determination or calculation by the Entity will be final.

IV.v. People who are in arrears according to the Entity's policies do not participate.

IV.vi. This promotion is NOT cumulative with other promotions or benefits offered by Utoppia with the only exception of the “member get member” program.

V. VALIDITY

V.i. The Program is effective from June 16, 2025, and will last for 30 days, or until the budget of USD 25,000 (twenty-five thousand) in rewards is exhausted, whichever occurs first.

V.ii. The Entity reserves the right to extend the validity of this Program and/or the cap limit of rewards. Utoppia also reserves the right to add or suppress the list of Payment Platforms at any time and without prior notice. Participation in this Program implies unrestricted acceptance of its Terms and Conditions. Utoppia may decide on any point or question that is not contemplated in these Terms and Conditions.

V.iii. The Entity will communicate modifications, suspension, extension, and/or termination of the Program by updating these Terms and Conditions, which can be accessed at any time by consulting the Legal section within the App or webpage www.utoppia.com.

VI. RESPONSIBILITY

VI.i. Any matter or situation that arises with the Program and that is not regulated by these Terms and Conditions will be resolved by Utoppia in strict adherence to the laws and its policies.

VI.ii. Utoppia may introduce all the security measures it deems appropriate for this Program and reserves the right to suspend it, exonerated from any type of responsibility, if fraud or any other irregularity is detected.

VI.iii. Utoppia reserves the right to modify, suspend, and/or terminate the Program at any time, exonerated from any type of responsibility, if extraordinary events, acts of God, force majeure, unforeseen, legal, regulatory, economic, or monetary measures occur that prevent or make the continuity of the Program inconvenient. The unrestricted acceptance of the measures that Utoppia adopts in this

context is a condition to participate in the Program, and consequently, the participants expressly waive the right to make claims of any kind in relation to them.

VI.iv. The Utopians will accept all the conditions and regulations established by Utoppia for the Program. They also accept any modification or suspension of these Terms and Conditions established by Utoppia.

VI.v. Utoppia may make modifications or additions to these regulations, for which it will suffice to publish the new version on its website, in the Legal section of the App, or by any other means it deems appropriate.

VI.vi. Each Utopian agrees, at their sole cost, to indemnify, defend, and hold harmless Utoppia and its employees, officers, directors, agents, representatives, and contractors from and against any and all losses, liabilities, claims, expenses, costs, fines, and damages of any kind (including attorneys' fees and costs) arising out of or in any way related to the Utopian's breach of these Terms and Conditions, User's participation in this program, and/or Utopian fraud, acts of gross negligence, or misconduct

Terms and Conditions of the Utoppia AI tools Cashback Campaign

Effective as of June 30th

I. DEFINITIONS a. "App" is the application called "Utoppia" for the provision of financial services (hereinafter, "Utoppia"). b. "Campaign" is a Utoppia initiative that rewards customers who use their Utoppia card (virtual or physical) to pay for a monthly subscription to ChatGPT Plus or Claude Pro, both priced at USD 20. Customers will receive 50% cashback (USD 10) for 2 consecutive months (total cashback USD 20) directly in their Utoppia account within 30 days of the transaction. c. "Utopian/s" are App users with active products purchased through the App.

II. BENEFITS Users will receive a total cashback of USD 20 per customer, which means that if a customer subscribes to both ChatGPT Plus and Claude Pro, they will still receive only USD 10 in cashback monthly for 2 consecutive months.

III. ELIGIBILITY CONDITIONS III.i. **Eligibility:** This campaign applies to all Utopians who use their Utoppia card to pay for a subscription to ChatGPT Plus or Claude Pro during the campaign period. III.ii. **Campaign Duration:** The campaign will last for 60 days from the launch date. III.iii. **Total Budget:** The total budget for this campaign is USD 6,000, limited to the first 300 customers. III.iv. **Non-combinability:** This promotion is NOT combinable with other active promotions, excluding the Member Get Member program; all other promotions or campaigns are non-combinable with this one.

IV. EXCLUSIONS AND RESTRICTIONS IV.i. The cashback will only be granted for payments made for subscriptions to ChatGPT Plus or Claude Pro using the Utoppia card. IV.ii. Utopians will not have the right to reimbursement, either partial or total, if they do not fully comply within the established period with all the requirements stipulated in this document. IV.iii. Utoppia will not recognize any cashback claims if the payment does not meet the conditions outlined in these Terms and Conditions. IV.iv. The Utopians may not require the Entity to reveal information about successful or unsuccessful referrals or about the invitation codes used for their registration, nor any type of information other than that which is the responsibility of this Campaign. Any determination or calculation by the Entity will be final. IV.v. People who are in arrears according to the Entity's policies do not participate.

V. VALIDITY V.i. The Campaign is effective from June 30th and will last for 60 days or until the budget of USD 6,000 is exhausted, whichever occurs first. V.ii. The Entity reserves the right to extend the validity of this Campaign and/or the cap limit of rewards. Utoppia also reserves the right to modify or discontinue the campaign at any time and without prior notice. Participation in this campaign implies unrestricted acceptance of its Terms and Conditions. Utoppia may decide on any point or question that is not contemplated in these Terms and Conditions. V.iii. The Entity will communicate modifications, suspension, extension, and/or termination of the Campaign by updating these Terms and Conditions, which can be accessed at any time by consulting the Legal section within the App or webpage www.utoppia.com.

VI. RESPONSIBILITY VI.i. Any matter or situation that arises with the Campaign and that is not regulated by these Terms and Conditions will be resolved by Utoppia in strict adherence to the laws and its policies. VI.ii. Utoppia may introduce all the security measures it deems appropriate for this Campaign and reserves the right to suspend it, exonerated from any type of responsibility, if fraud or any other irregularity is detected. VI.iii. Utoppia reserves the right to modify, suspend, and/or terminate the Campaign at any time, exonerated from any type of responsibility, if extraordinary events, acts of God, force majeure, unforeseen, legal, regulatory, economic, or monetary measures occur that prevent or make the continuity of the Campaign inconvenient. The unrestricted acceptance of the measures that Utoppia adopts in this context is a condition to participate in the Campaign, and consequently, the participants expressly waive the right to make claims of any kind in relation to them. VI.iv. The Utopians will accept all the conditions and regulations established by Utoppia for the Campaign. They also accept any modification or suspension of these Terms and Conditions established by Utoppia. VI.v. Utoppia may make modifications or additions to these regulations, for which it will suffice to publish the new version on its website, in the Legal section of the App, or by any other means it deems appropriate. VI.vi. Each Utopian agrees, at their sole cost, to indemnify, defend, and hold harmless Utoppia and its employees, officers, directors, agents, representatives, and contractors from and against any and all losses, liabilities, claims, expenses, costs, fines, and damages of any kind (including attorneys' fees and costs) arising out of or in any way related to the Utopian's breach of these Terms and Conditions, User's participation in this campaign, and/or Utopian fraud, acts of gross negligence, or misconduct.

Terms and Conditions of the Utoppia Referral Program

“Member Get Member”

Effective as of August 8, 2025

Utoppia, Inc. and our affiliates or subsidiaries (collectively “**Utoppia**,” “**we**,” “**us**,” or “**our**”) operate a platform that provides our customers (individually or collectively, “**you**” or “**Utoppians**”) with a mobile phone application (the “**Platform App**”), called “Utoppia”, which allows Utoppians access to Utoppia’s services. These “*Member Get Member*” Terms and Conditions of the Utoppia Referral Program (these “**Referral Terms and Conditions**”), govern the Referral Program (defined herein) campaign offered by Utoppia to Utoppians with an Account (defined herein). We may update these Referral Terms and Conditions from time to time, at our discretion, and you agree that it is your responsibility to check for any updates. We will provide updates as required by law. Defined terms used herein but not otherwise defined shall have the meanings ascribed to them in those certain General Terms of Service of Utoppia (the “**Terms of Service**”).

I. “MEMBER GET MEMBER” REFERRAL PROGRAM.

- i. **Referral Program.** The Referral Program, also known as “*Member Get Member*” allows Utoppians (in good standing and having no debts owed to Utoppia) to invite individuals, using their Invitation Code, to download and use Utoppia’s Platform App. Upon the completion of a Successful Referral, Referring Utoppians and/or Referred Utoppians shall be entitled to receive a Benefit from Utoppia.
- ii. **Successful Referral Requirements.** In order for a referral to be deemed a “Successful Referral”, the individual referred must (the following being the “**Criteria**”): (1) be a human person, of legal age, residing in one of the countries where Utoppia accepts clients; (2) download the Platform App and enter the Invitation Code delivered by the Referring Utoppian; (3) successfully perform the identification process, which includes the onboarding, user registration, and Account opening by Utoppia of the Referred Utoppian through the Platform App; (4) initiate and complete, within 30 calendar days from the moment the Account is opened, money- in transactions (Domestic ACH, Domestic and International Wire) for the total amount of USD 250 (Two hundred and fifty US Dollars) (the “**Transactions**”) or more; or make a single prepaid card purchase of USD 100 (One hundred US Dollars) or more (non-cumulative) within 30 days of account opening. There are no restrictions on the type of purchase; provided, however, that the prepaid card expense cannot be a canceled purchase and (5) for the USD250 total amount, eligible transactions include only Domestic ACH transfers, Domestic Wires, and International Wires. Any funds transferred via non-eligible means will not count toward the required amount. There will not be counted the amount received from another Utoppia account (whether via pier to pier or other transfer not), card withdrawals or interest payments from the investment account. Full compliance with what is detailed above will be called the “**Process**”.
- iii. By participating in the Referral Program, you, the Referring Utoppian, and the individuals you refer, the Referred Utoppians, accept these Referral Terms and Conditions and any Modifications (defined herein) or suspension of these Referral Terms and Conditions that are established by Utoppia in its sole discretion.
- iv. **Referred Utoppians Participation in Referral Program.** At the time of Account opening, Utoppia will provide the Referred Utoppian with their own Invitation Code, which such Referred

Utoppian may also share with their own individual contacts to also become a Referring Utoppian and receive the Benefit in that capacity, as well, in accordance with these Referral Terms and Conditions.

II. REFERRAL PROGRAM BENEFITS.

- i. **Benefit Defined.** The "**Benefit**" is the prize that Utoppia will deliver to the Referring Utoppian and Referred Utoppian for Successful Referrals (hereinafter jointly and/or individually called "**Recipient(s)**") who are deemed to be in full compliance with these Referral Terms and Conditions.
- ii. **Award of Benefit.** Referring Utoppian will be rewarded with a one-time Benefit sum of 10 USD (Ten US Dollars) for each Successful Referral that complies with the Criteria by registering with such Referring Utoppian's Invitation Code, which will be credited to the Referring Utoppian's Account when eligible as set forth in these Referral Terms and Conditions.
- iii. Each Referred Utoppian, from each Successful Referral will be awarded with a one-time Benefit sum of 10 USD (Ten US Dollars) for the specific Successful Referral which will be credited to the Referring Utoppian's Account when eligible as set forth in these Referral Terms and Conditions.
- iv. **Condition to Eligibility for the Receipt of Referral Program Benefit.** It will be an exclusive condition to receive the Benefit that each Referring Utoppian and/or Referred Utoppian (that a Successful Referral) owns an active Account with Utoppia, opened through the Platform App, when the referral by the Referring Utoppian is made and when they are eligible to receive the Benefit. The Benefit will be credited to the Account within 30 calendar days of the Referred Utoppian's successful completion of the Criteria. If for any reason the Referring Utoppian's and/or the Referred Utoppian's Account is no longer open when the Benefit is to be credited, neither Referring Utoppian nor the Referred Utoppian (whichever is applicable) shall be entitled to receive the Benefit and hereby waives any claim to its payment of the Benefit. In each case, the user who receives a Benefit, whether Referring Utoppian or the Referred Utoppian, will be solely responsible for the payment of any and all taxes and other costs levied and/or related to receiving the Benefit.

III. EXCLUSIONS AND RESTRICTIONS.

- i. **Limited to First-time Users Only.** The Referral Program applies exclusively to registrations of first-time users of the Platform App. The Referral Program specifically excludes as referrals all those who, on the start date of the Referral Program, are or have previously been users of the Platform App or clients of Utoppia. This exclusion also includes those who, at any time, have completed the Criteria, regardless if an Invitation Code was utilized by such person. In such cases, any and all users who meet the above scenarios shall not be considered Successful Referrals, and consequently no Benefit will be granted to them or their respective Referring Utoppian.
- ii. **Benefit Specific to Invitation Code Holder.** The Benefit will be granted solely and exclusively to the holder of the Invitation Code that the Successful Referral registered at the time of registration. No person shall be entitled to receive a Benefit or compensation of any kind if their designated Invitation Code was not registered by the referred individual. This exclusion includes any omissions or errors conducted during the referred individual's Criteria and/or in the event the individual was a Successful Referral who registered the Invitation Code of another Referring Utoppian, or if the Invitation Code was entered with a typing error by the individual referred.
- iii. **No Entitlement to Records.** Utoppia shall not be required to reveal information about any referrals conducted, regardless of whether such referrals under the Referral Program have been successful

or not, nor any information regarding the Invitation Codes provided by the Referring Utoppians used by such referred individuals for their registration, nor any other type of information retained by Utoppia for this Referral Program. Any determination regarding the successfulness of a referral and/or calculation of Benefits by Utoppia will be final.

- iv. Utoppians may provide their Invitation Code and refer as many contacts as they wish. Notwithstanding the foregoing, Utoppia shall only grant the Benefit for up to a maximum of 20 (twenty) Successful Referrals (“**Maximum Referrals**”) for each Referring Utoppian, subject to the availability limit set forth in Section IV(i) of these Referral Terms and Conditions. Nevertheless, Utoppia may, at its own discretion, modify the maximum number of Successful Referrals eligible for the Benefit under these Referral Terms and Conditions.
- v. **Exclusion from Participation in Referral Program.** Individuals who are in arrears according to Utoppia's policies are not eligible to participate in the Referral Program.
- vi. The Referring Utoppian is absolutely prohibited from promoting the incorporation of clients under the promise of other additional benefits (paid by Utoppia or not), or any other promise, true or false. The use of Utoppia's trademarks to promote this Referral Program is prohibited.

IV. TERM AND MODIFICATIONS.

- i. **Term.** The Referral Program shall remain in effect from August 8, 2025, and will last for a 365 calendar days since August 8, 2025 (the “**Term**”), or until the 10,000 (ten thousand) Benefits granted are exhausted (the “**Referral Benefit Cap Limit**”), whichever occurs first. The Term and quantity will be automatically renewed for an additional 60 calendar days term until Utoppia, at its own discretion, elects not to renew and informs you of its decision not to renew.
- ii. **Utoppia’s Right to Extend Term or Referral Benefit Cap Limit.** Utoppia reserves the right to extend the Term of this Referral Program and/or the Referral Benefit Cap Limit, for all or some of its Referral Program participants, at any time and without prior notice. By participating in this Referral Program, you agree and acknowledge your unrestricted and unappealable acceptance of these Referral Terms and Conditions.
- iii. **Modifications by Utoppia.** Utoppia may, in its sole discretion, modify, update, suspend, extend, and/or revoke these Referral Terms and Conditions and the Referral Program (“**Modifications**”). In the event that Utoppia does make Modifications to these Referral Terms and Conditions, Utoppia will publish the latest version of these Referral Terms and Conditions containing such Modifications for you to access on its website www.utoppia.com or in the Legal section of the Platform App, or by any other means Utoppia deems appropriate.

V. MISCELLANEOUS

- i. Any conflict, controversy, or claims that arises or are related to the Referral Program that are not covered by these Referral Terms and Conditions, shall be governed and resolved by Utoppia in conformity with the Terms of Service and any applicable laws.
- ii. **Governing Law.** These Referral Terms and Conditions shall be governed by the laws of the State of California.
- iii. **Security Measures.** Utoppia, in its discretion, may introduce any and all the security measures it deems appropriate for this Referral Program and Utoppia reserves the right to suspend the Referral Program at any time. In the event any fraud or any other irregularity is detected, Utoppia shall be exonerated from any type of responsibility and such Indemnification Obligations shall be enforced.
- iv. **Right to Revoke or Suspend Invitation Code Access.** Utoppia reserves the right to revoke,

suspend, or cancel the Invitation Code of any Referring Utoppian at its sole discretion. In the event Utoppia determines that a Referring Utoppian is attracting non-genuine clients, or genuine clients, through deception or falsehoods, or, in Utoppia's sole discretion, Utoppia determines that the money received by the Referred Utoppian comes from a non-genuine source or is non-genuine, with the sole purpose of receiving the Benefit delivered by Utoppia, with no real intention of the parties to be customers of the Utoppia Platform App.

- v. **Right to Revoke or Suspend Benefit Payment.** Utoppia reserves the right to suspend or cancel the payment of the Benefit and/or revoke the Benefit already received by you in the event that Utoppia determines, in its own discretion, that you, as a Referring Utoppian, are attracting non-genuine clients, or genuine clients, through deception or falsehoods, or, in Utoppia's sole discretion, Utoppia determines that the money received by the Referred Utoppian comes from a non-genuine source or is non-genuine, with the sole purpose of receiving the Benefit delivered by Utoppia, with no real intention of the parties to be customers of the Utoppia Platform App.
- vi. **Right to Modify, Suspend, and/or Terminate the Referral Program.** Utoppia reserves the right to modify, suspend, and/or terminate the Referral Program at any time, exonerated from any type of responsibility, if extraordinary events, including but not limited to, acts of God, force majeure, unforeseen, legal, regulatory, economic or monetary measures occur, or if any extraordinary event(s) prevents or makes the continuity of the Referral Program inconvenient (the "**Force Majeure Events**"). You understand and agree that the unrestricted acceptance of Utoppia's right to modify, suspend, and/or terminate the Referral Program as a result of the Force Majeure Events the measures that Utoppia adopts in this context is a condition to participate in the Referral Program, and consequently the participants expressly waive the right to make claims of any kind in relation to them.
- vii. **Indemnification.** You agree, at your sole cost, to indemnify, defend, and hold harmless Utoppia, and its employees, officers, directors, agents, representatives, contractors, and affiliates from and against any and all losses, liabilities, claims, expenses, costs, fines, and damages of any kind (including attorneys' fees and costs) (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**") arising out of or in any way related to your breach of these Referral Terms and Conditions or Referral Program, including without limitation any modifications or updates to these Referral Terms and Conditions, or, your participation in the Referral Program and/or user fraud, acts of gross negligence or misconduct related to your participation in the Referral Program (the foregoing is collectively referred to as your "**Indemnification Obligations**").

Terms and Conditions of the We are Back Campaign Effective as of May, 2025

I. DEFINITIONS

- a. "App" is the application called "Utoppia" for the provision of financial services (hereinafter, "Utoppia").
- b. "Program" is a promotion directed at all Utoppia customers who previously had an open account but have not reopened a new account since November 2024 (Legacy users). Legacy users who open a new account within the validity period of the promotion (30 days) and receive USD 250 or spend USD 100 with the prepaid card within the 30 days following the account opening will receive a one-time reward of USD 20. The reward will be credited to the customer's Utoppia account within 30 days of fulfilling the requirements to claim it.
- c. "Utoppians" are App users with active products purchased through the App.

II. EXCLUSIONS AND RESTRICTIONS

- II.i. This Program is exclusive to legacy users who open a new account after the entry into force of the program. If a legacy user has not reopened an account since November 2024, they are eligible for this promotion.
- II.ii. The reward of USD 20 will only be granted if the legacy user receives the required USD 250 on their utoppia USD account, or spends USD 100 with their prepaid card, within 30 days of opening their new account.
- II.iii. This promotion is not cumulative with other promotions, including the Deel cashback program, referral program, or any other ongoing promotions.
- II.iv. The Utoppians may not require the Entity to reveal information about successful or unsuccessful referrals or about the invitation codes used for their registration, nor any type of information other than that which is the responsibility of this Program. Any determination or calculation by the Entity will be final.
- II.v. People who are in arrears according to the Entity's policies do not participate.

III. VALIDITY

- III.i. The Program is effective from June, 2025, and will last for 30 days, or until the budget of USD 15,000 in rewards is exhausted, whichever occurs first.
- III.ii. The Entity reserves the right to extend the validity of this Program and/or the cap limit of rewards. Participation in this Program implies unrestricted acceptance of its Terms and Conditions. Utoppia may

decide on any point or question that is not contemplated in these Terms and Conditions.

III.iii. The Entity will communicate modifications, suspension, extension, and/or termination of the Program by updating these Terms and Conditions, which can be accessed at any time by consulting the Legal section within the App or webpage www.utoppia.com.

IV. RESPONSIBILITY

IV.i. Any matter or situation that arises with the Program and that is not regulated by these Terms and Conditions will be resolved by Utoppia in strict adherence to the laws and its policies.

IV.ii. Utoppia may introduce all the security measures it deems appropriate for this Program and reserves the right to suspend it, exonerated from any type of responsibility, if fraud or any other irregularity is detected.

IV.iii. Utoppia reserves the right to modify, suspend, and/or terminate the Program at any time, exonerated from any type of responsibility, if extraordinary events, acts of God, force majeure, unforeseen, legal, regulatory, economic, or monetary measures occur that prevent or make the continuity of the Program inconvenient. The unrestricted acceptance of the measures that Utoppia adopts in this context is a condition to participate in the Program, and consequently, the participants expressly waive the right to make claims of any kind in relation to them.

IV.iv. The Utoppians will accept all the conditions and regulations established by Utoppia for the Program. They also accept any modification or suspension of these Terms and Conditions established by Utoppia.

IV.v. Utoppia may make modifications or additions to these regulations, for which it will suffice to publish the new version on its website, in the Legal section of the App, or by any other means it deems appropriate.

IV.vi. Each Utoppian agrees, at their sole cost, to indemnify, defend, and hold harmless Utoppia and its employees, officers, directors, agents, representatives, and contractors from and against any and all losses, liabilities, claims, expenses, costs, fines, and damages of any kind (including attorneys' fees and costs) arising out of or in any way related to the Utoppian's breach of these Terms and Conditions, User's participation in this program, and/or Utoppian fraud, acts of gross negligence, or misconduct.