

## TERMS AND CONDITIONS

Last updated: 11.05.2026

These Terms and Conditions govern the use of SPEEND.IO services.

3-102-958803 S.R.L., a company incorporated and existing under the laws of Costa Rica, with its registered office at Provincia 01 San Jose, Canton 15 Montes De Oca, San Pedro, Barrio Dent, Calle Treinta Y Siete, Avenida Tercera, Oficina Ciento Uno, company number 3-102-958803. In these Terms of Service, “Spend”, “Spend.io”, “Company”, “we”, “us” and their derivatives refer to the relevant Spend group entity providing the Services to you.

Spend provides cryptocurrency payment processing, crypto-fiat and other related services, where applicable, via its website <https://spend.io/> and related desktop and mobile applications (“Website”). The Services enable users to accept cryptocurrencies as a payment method in exchange for goods or services they sell to their customers.

### 1. TERMS BINDINGNESS

You are considered a party to this Agreement and deemed to have agreed with the Terms by registering the account and/or using any other Services.

By registering the account, you acknowledge that:

- any use of the Services is subject to these Terms;
- you have carefully read, understand, and agree with these Terms;
- you are of legal age;
- you have the authority to enter into the Terms personally or on behalf of the legal entity for whom you are using the Service.

You also represent that you are (i) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the European Union, the United Kingdom, or other applicable government authority and (ii) not located in any country subject to a comprehensive sanctions program implemented by the United States or the European Union.

Spend reserves the right to modify these Terms at any time at its sole discretion. In case of any change, we will amend the date of the last update at the beginning of these Terms. By continuing to use our Services after such changes become effective, you agree to the updated Terms and will be legally bound by them.

ALL INFORMATION AND SERVICES PROVIDED ON THIS WEBSITE ARE PROVIDED ON A STRICTLY “AS-IS” BASIS WITHOUT ANY WARRANTY WHATSOEVER. IF YOU DO NOT AGREE TO THE TERMS, YOU SHALL NOT USE THE SERVICE OR THE WEBSITE.

### 2. SERVICES

#### 2.1. Crypto processing

Spend provides you with access to a web-based platform that enables you to accept Digital Assets as a payment method for goods and services you sell to your customers (“Customers”)

As used herein, “Digital Asset” means a digital asset (also called a “cryptocurrency,” “virtual currency,” “digital currency,” or “virtual commodity”), such as bitcoin or ether, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network.

You authorize us to receive Digital Assets, temporarily hold them, exchange and disburse them, deduct applicable fees and other costs on your behalf, and take any actions that we consider necessary or desirable to provide the Services to you and comply with applicable law and these Terms.

Payment by a Customer to Spend is considered the same as payment made directly to you. We collect Digital Assets into your Account exclusively for you and on your behalf. You remain the owner of Digital Assets that we hold for you and on your behalf. You remain the owner of Digital Assets that we hold for you and on behalf of you.

## 2.2 Crypto custody

Spend provides you with a digitally secured wallet for Digital Assets, aimed at exchanging, storing, and withdrawing Digital Assets.

You can withdraw Digital Assets at any time at your sole discretion, however, it may be subject to Account transaction limits and temporary or permanent restrictions imposed in the course of an internal investigation or by law enforcement authorities. You can withdraw your Digital Assets in any amount, provided there are enough Digital Assets to cover the applicable fees.

The Company shall not be liable for the transfer of your Digital Assets to other crypto wallets. You are solely responsible for the accuracy of information required for carrying out a withdrawal. Spend recommends you always double-check the accuracy of information provided for withdrawal purposes.

Please note that blockchain transactions are irreversible. Once the transaction has been sent to the blockchain network upon your request, you acknowledge that Spend cannot reverse it.

## 2.3. Crypto to crypto exchange

You may be able to convert one Digital Asset to another Digital Asset. By providing you with such a service, Spend will provide you with information about an exchange rate for the given trading pair and further instructions to complete the exchange transaction.

## 2.4. Market Volatility and Exchange Rate Risk

You acknowledge and agree that Digital Assets are subject to market volatility and that their value may change rapidly within a short period of time.

You are solely responsible for any risks, losses, costs or consequences arising from changes in the value of Digital Assets, exchange rates, market spread, liquidity conditions, network conditions, transaction timing or price fluctuations.

Spend shall not be liable for any losses resulting from market volatility, exchange rate fluctuations, delays in blockchain confirmation, delays in transaction processing, liquidity changes, or changes in the value of Digital Assets.

## 2.5. Refunds

Due to the nature of Digital Assets and blockchain transactions, all transactions are generally final and irreversible.

Refunds may be processed only in limited cases, including, for example, where there has been an overpayment, duplicate payment, technical error, or other exceptional circumstance confirmed by Spend.

For the avoidance of doubt, Spend is not obliged to process refunds in cases where a transaction has been successfully completed, where the relevant Digital Assets have been transferred, exchanged, withdrawn, settled, or otherwise processed, or where a refund is technically, legally or operationally impossible.

Any refund, where applicable, shall be subject to Spend's internal review, compliance checks, technical feasibility, applicable fees, blockchain network fees, third-party charges, and applicable law.

## 2.6. Transaction Limits

Spend may apply minimum and maximum transaction thresholds.

Unless otherwise displayed, agreed or required by the relevant payment flow, the minimum transaction amount is USD 2.5 or its equivalent, and the maximum transaction amount is USD 30,000 or its equivalent.

Spend may change, reduce, increase or apply additional transaction limits at any time at its sole discretion, including based on the type of Service, Digital Asset, customer risk profile, compliance review, KYC/KYB status, transaction history, provider requirements, technical limitations, applicable law or internal risk assessment.

## 3. THIRD-PARTY SERVICES

The Company may integrate or may allow you to access services developed by third parties ("Third-Party Services"). The Company retains the exclusive right to add to, modify, or cancel the availability of any Third-Party Services at its sole discretion.

You acknowledge that all Third-Party Services and other related information provided to you via the Website are executed by Third-Party Service Providers, and that Spend does not directly provide such Third-Party Services and shall not be liable for their availability, accuracy, execution, timing, outcome, fees, rates, delays, failures or any losses arising from their use.

Exchange Service (via Third-Party):

- a) The Company integrates a service allowing you to exchange one supported Virtual Currency for another;
- b) This service is provided by liquidity providers or another designated third-party provider;
- c) All exchange transactions are subject to fees charged by the Third-Party Service Provider, which will be displayed before you confirm the transaction. Exchange rates are determined solely by the provider based on prevailing market conditions;
- d) The Company only facilitates access to this service and is not a party to the exchange transaction. The Company does not bear any responsibility for the execution, timing, outcome, or any losses resulting from such exchange transactions. Any issues should be addressed directly with the respective Third-Party Service Provider.

You agree that access to Third Party Service providers may be subject to different regulations and their own internal policies and procedures where Third Party Service providers may geo-block service for some jurisdictions or refuse to provide a service to you.

You acknowledge the availability of the Third Party Services to you, subject to the terms and conditions of each Third Party Service provider. To the extent Third Party Service providers have terms that differ from these Terms, you may be required to agree to those terms in order to access their software, site, or services. You agree that Spend shall not be responsible for your use of the Third Party Services.

You agree that the Company shall not be held responsible or liable for any aspect of your use of the Third-Party Services, including but not limited to service availability, delays, failures, data accuracy, or any resulting damages or losses.

You acknowledge and agree that the services referenced in this Section 3 are operated and maintained by Third-Party Service Providers. The Company does not operate, control, endorse, monitor, or assume responsibility for any Third-Party Service Provider, their services, websites, content, security, privacy practices, or outcomes resulting from your interaction with them. Your use of any integrated Third-Party Services is entirely at your own risk. You bear full responsibility for reviewing, understanding, accepting, and complying with the respective terms, conditions, policies, fees, and charges of such Third-Party Service Providers.

#### 4. FEES

Fees, if applicable to the Services or any part of the Services, shall be displayed on the Website, in the Account, in the Spend desktop or mobile applications, in the transaction history section, in the relevant payment flow, invoice, tariff, or other notice made available to you.

Spend may charge fees for the Services, including, without limitation, fees for accepting Digital Asset payments through the Services, exchange or conversion fees, service fees, withdrawal fees, blockchain network fees, miner or validator fees, third-party provider fees, and other applicable charges.

The main fees applicable to the Services may include:

- a fee for accepting Digital Asset payments through the Services;
- blockchain network fees applicable when Digital Assets are withdrawn to personal or external wallets;
- exchange, conversion, spread or liquidity-related fees, where applicable;
- other fees displayed to you on the Website, in your Account, in the Transaction History section, in the applicable tariff, or before or during the relevant transaction flow.

Applicable fees may be displayed on the Website and/or in your Account, including in the Transaction History section. Fees may also be shown in a separate tariff, invoice, payment page, transaction confirmation screen, or other notice made available to you before or during the execution of the relevant transaction.

Fees are usually paid in Digital Assets corresponding to the respective Service, unless otherwise displayed, agreed or required by the relevant payment flow.

You acknowledge that blockchain network fees, miner fees, validator fees, gas fees and other third-party charges may vary depending on network conditions and are not fully controlled by Spend. Such fees may be deducted from the transferred or withdrawn amount or charged separately, depending on the relevant transaction flow.

Spend may change the fee structure at any time, including by adding new fees for new or existing Services, and reserves the right to do so at its sole discretion. You may be notified about changes in the fee structure by email, through the Website, in your Account, through social media, or by any other reasonable means.

Market Spread. In addition to the standard service fees, certain exchange or conversion transactions executed through Spend may include a market spread — a small adjustment between the buy and sell prices of the Digital Assets involved.

Speend does not apply any hidden mark-ups or undisclosed charges beyond the displayed rate or fee information made available to you. The Company reserves the right to review and adjust the applicable market spread range from time to time, provided that such changes remain fair, transparent, and proportionate to prevailing market conditions.

## 5. YOUR ACCOUNT, YOUR RIGHTS, OBLIGATIONS AND LIABILITY

Speend is committed to preventing its Services from being used for money laundering and terrorist financing crimes. As such, we are required to collect certain information from you to comply with anti-money laundering and counter-terrorist financing policies and regulations. During the process of registering your account (“Account”), you will be asked to submit information about you and/or your business such as your identification information, contact details, company website, the nature of your expected transactions, and your field of industry, etc. You may be asked to submit additional information and/or documents to enable us to verify your identity. For more information, please, read the AML Policy.

Where permitted by applicable law, and where you have provided consent if required, Speend may send you newsletters, updates and marketing communications to the email address associated with your Account.

You may withdraw your consent to receive such communications at any time by adjusting your preferences in the Account settings or by clicking the “unsubscribe” link included in our emails.

The information you provide at the time of opening the Account must be accurate and complete, and you must inform us about any changes to such information. Speend has the right to reject your Account registration, to later close your Account, or to restrict the provision of the Services to you if you do not provide and maintain accurate, complete, and satisfactory information.

You also agree not to use our Services for any prohibited activities (“Prohibited Activities”). The list of Prohibited Activities is non-exhaustive and we reserve the right to modify it at any time. It is within our sole discretion to determine whether an activity falls into a Prohibited Activities category. The non-exhaustive list of Prohibited Activities is the following:

- Drugs and drug paraphernalia (e.g., narcotics, controlled substances, and any equipment designed for making or using drugs);
- Marijuana/cannabis dispensaries and related products and businesses;
- Weapons, munitions, gunpowder, and other explosives (including fireworks);
- Toxic, flammable, and radioactive materials;
- Pseudo-pharmaceuticals;
- Substances designed to mimic illegal drugs;
- Sexually explicit content;
- Sexually-related services;
- Pyramid and investment schemes, multi-level marketing schemes, and other unfair, predatory or deceptive practices;
- Credit and collection services;
- Items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents, including counterfeit or unauthorized goods;
- Products and services with varying legal status from state to state;
- Transactions that disclose the personal information of third parties in violation of applicable law.

You are obligated to:

- Not violate any laws or rights of Speend and third persons when using the Service;

- Not circumvent or attempt to circumvent the security measures Spend is using to protect accounts, computer systems, or networks connected to the Services;
- Not violate, misappropriate, or infringe the rights of Spend, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Services or content;
- Not disguise your location through IP proxying or other methods;
- Use the Service in good faith
- Not to use the service for any illegal activities, Prohibited Activities, or causing damage.
- You are liable in full to Spend for any damage caused by you to Spend by breaching any of these obligations.

You must comply with all applicable laws, regulations, licensing requirements, and third-party rights (including, without limitation, data privacy laws) in your use of the Services. We may refuse to process or cancel any pending Digital Assets transaction as required by law or any court or other authority to which we are subject in any jurisdiction. Spend further reserves the right to delay any Digital Asset transaction if we perceive a risk of fraud or illegal activity. We also have the right to refuse to process or cancel any Digital Asset transaction due to technological issues with the blockchain software, our software, or for other technological reasons.

You agree that you are responsible for determining what, if any, taxes apply to the transactions performed via the Services, and it is your responsibility to report the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, or withholding any taxes arising from any transactions.

#### Restricted Jurisdictions

You may not register an Account, access or use the Services if you are located in, incorporated in, resident in, established in, or otherwise connected with any jurisdiction that Spend does not support or is prohibited from servicing under its internal policies, applicable laws, sanctions requirements, AML/CTF requirements, or risk management procedures (“Restricted Jurisdictions”).

The list of Restricted Jurisdictions includes:

- Islamic Republic of Afghanistan;
- Republic of Angola;
- Republic of Belarus;
- Bosnia and Herzegovina;
- Republic of Botswana;
- Commonwealth of The Bahamas;
- Kingdom of Cambodia;
- Republic of Burundi;
- Democratic Republic of the Congo;
- Central African Republic;
- Republic of the Congo;
- People’s Democratic Republic of Algeria;
- Republic of Ecuador;
- State of Eritrea;
- Federal Democratic Republic of Ethiopia;
- Republic of Ghana;
- Republic of Guinea;
- Republic of Guinea-Bissau;

- Co-operative Republic of Guyana;
- Republic of Haiti;
- Republic of Iraq;
- Islamic Republic of Iran;
- Japan;
- Republic of Kenya;
- Democratic People's Republic of Korea;
- Lebanese Republic;
- Republic of Liberia;
- Libya;
- Republic of the Union of Myanmar;
- Federal Republic of Nigeria;
- Islamic Republic of Pakistan;
- Republic of Serbia;
- Russian Federation;
- Republic of the Sudan;
- Democratic Socialist Republic of Sri Lanka;
- Federal Republic of Somalia;
- Republic of South Sudan;
- Syrian Arab Republic;
- Republic of Tunisia;
- Republic of Trinidad and Tobago;
- Ukraine;
- Republic of Uganda;
- United States of America;
- Republic of Vanuatu;
- Bolivarian Republic of Venezuela;
- Republic of Yemen;
- Republic of Zimbabwe.

You must not attempt to circumvent these restrictions by using VPNs, proxy services, false information, third-party accounts, nominee arrangements, or any other method intended to conceal your location, residence, incorporation, establishment, nationality, control structure, or connection with a Restricted Jurisdiction.

Spends may update the list of Restricted Jurisdictions at any time at its sole discretion, including where required due to changes in applicable laws, sanctions requirements, AML/CTF requirements, regulatory expectations, provider requirements, or internal risk assessment.

If Spends determines that you are located in, incorporated in, resident in, established in, or otherwise connected with a Restricted Jurisdiction, Spends may reject your registration, refuse to provide the Services, restrict, suspend or terminate your Account, cancel or block transactions, freeze or return funds where legally and technically possible, and take any other actions required or permitted under applicable law, these Terms or Spends's internal policies.

## 6. SPEND'S RIGHTS AND OBLIGATIONS

Spends may, in its sole discretion and without cost to you and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

Speend shall not be responsible for controlling, monitoring, assessing, authorizing or supervising your business activities or your Customers' purchases. However, this does not limit our right to investigate, suspend, restrict or terminate the provision of Services to you, or to refuse to complete, block, reverse or delay any transaction initiated by you or your Customer if we reasonably believe that such transaction violates these Terms, applicable law, our internal policies, or may otherwise infringe our, your, your Customer's or the public's legitimate interests.

From time to time, a client may initiate a cryptocurrency transaction to Speend which, although successfully received, is subsequently subject to return due to internal compliance policies and/or risk assessment provided by our KYT (Know-Your-Transaction) provider. In some cases, the return of such funds may be technically impossible (e.g., due to dynamic wallet addresses or unsupported return mechanisms). In such cases, the following shall apply:

#### Temporary Holding Period

- a) If the cryptocurrency has been accepted but cannot be returned (e.g., due to account closure or failure by the client to withdraw the funds), such assets shall be held for a period of three (3) calendar months.
- b) If the refund is technically impossible (e.g., due to dynamic wallet addresses, smart contracts, or unsupported return mechanisms), the funds shall likewise be held for a period of three (3) calendar months.

#### Legal Ownership after Statutory Period

Upon expiration of the applicable statutory limitation period for claims under the governing law, any unclaimed Digital Assets may be treated in accordance with applicable law and the Company's internal procedures, including transfer to the Company's balance where legally permissible.

#### Recordkeeping

Speend shall maintain detailed records of all such unclaimed transactions, including the date of receipt, reason for non-refund, and the final status. These records shall be retained for a minimum of six (6) years in accordance with applicable legal requirements.

## 7. LIMITED INTELLECTUAL PROPERTY LICENSE

Speend retains all rights, title and interest in and to the Website, Services, Speend brand, software, interfaces, APIs, designs, layouts, logos, graphics, text, images, documentation, procedures, databases, content, materials, updates, developments, improvements, derivative works and all related intellectual property rights.

Subject to your compliance with these Terms, Speend grants you a limited, revocable, non-transferable, non-sublicensable, non-assignable and non-exclusive license to access and use the Website and Services only for your personal or internal business purposes.

You shall not, without Speend's prior written consent:

- copy, reproduce, modify, adapt, translate, distribute, publish, display, transmit, sell, license, sublicense or otherwise exploit any part of the Website, Services, software, API, content, materials, design, layout, documentation or brand elements;
- use Speend's name, brand, logo, domain name, trade name or other identifiers in a manner that may create confusion, imply endorsement, or suggest any affiliation not expressly approved by Speend;
- integrate Speend's Services, API, content or materials into any third-party product, platform, service, software or website;
- reverse engineer, disassemble, decompile, decode, modify, translate or otherwise attempt to derive the source code, structure, architecture or underlying ideas of the Website, Services, software or API;

- scrape, crawl, harvest, extract, copy or reuse data, content or materials from the Website or Services, including by automated means;
- remove, obscure or alter any copyright, proprietary, confidentiality or other notices contained in or displayed through the Website or Services;
- use Spend’s Website, Services, software, API, materials or content to create, support or promote any competing product or service.

No rights are granted to you except as expressly set out in these Terms. All rights not expressly granted are reserved by Spend.

## 8. DISCLAIMER OF WARRANTIES

The Website and Services are provided on an “as is” and “as available” basis, without any warranties of any kind, whether express, implied, statutory or otherwise, to the maximum extent permitted by applicable law.

Spend does not warrant that the Website or Services will be uninterrupted, error-free, secure, timely, available, accurate, complete, suitable for your particular purpose, free from viruses or other harmful components, or compatible with your systems, devices, software, wallets, blockchain networks or third-party services.

You acknowledge and agree that Digital Assets, blockchain networks, crypto transactions and crypto-fiat services involve significant risks. These risks may include, without limitation, market volatility, exchange rate fluctuations, liquidity risks, blockchain network delays, failed or delayed confirmations, smart contract vulnerabilities, cyberattacks, loss of private keys, wallet errors, incorrect wallet addresses, regulatory changes, sanctions restrictions, technical failures, provider failures and irreversible transactions.

You are solely responsible for understanding and accepting the risks associated with Digital Assets, blockchain transactions, crypto processing, exchange, conversion, storage, withdrawal and use of the Services.

Spend does not provide legal, tax, financial, accounting, investment, regulatory or other professional advice. Any information made available through the Website, Services, communications, materials or support channels is provided for general informational purposes only and shall not be treated as advice or recommendation.

You are solely responsible for obtaining independent legal, tax, financial, accounting, investment or other professional advice where necessary.

You are solely responsible for determining whether any taxes, duties, charges, reporting obligations or other public-law obligations apply to your transactions, activities, Digital Assets, business, customers or use of the Services. You are responsible for calculating, reporting, withholding and paying all applicable taxes and for maintaining any records required by applicable law.

Spend is not responsible for determining whether taxes apply to your transactions or activities, or for collecting, reporting, withholding or paying any taxes on your behalf, unless expressly required by applicable law.

## 9. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Speend, its affiliates, shareholders, members, directors, officers, employees, agents, representatives, suppliers, contractors and service providers shall not be liable to you for any indirect, incidental, special, punitive, exemplary or consequential damages, including, without limitation, loss of profits, loss of revenue, loss of business, loss of goodwill, loss of data, loss of Digital Assets, business interruption, loss of production, loss of opportunity, or costs of procuring substitute goods or services, whether arising in contract, tort, negligence, strict liability or otherwise, even if Speend has been advised of the possibility of such damages.

Speend shall not be liable for any losses, damages, costs or expenses arising out of or in connection with:

- your use of, or inability to use, the Website or Services;
- your conduct, actions, omissions, products, services or business activities;
- any Customer transaction, refund, dispute, complaint, chargeback, failed payment or rejected transaction;
- any delay, suspension, restriction, cancellation, blocking or reversal of a transaction;
- any blockchain network delay, failure, congestion, fork, airdrop, protocol change or technical issue;
- market volatility, exchange rate fluctuations, liquidity changes or price movements of Digital Assets;
- incorrect wallet addresses, incorrect payment details, loss of private keys, unauthorized access to wallets or accounts, or user error;
- any act, omission, failure, delay, suspension or termination by a Third-Party Service Provider;
- any compliance review, KYC/KYB check, sanctions screening, AML/CTF review, transaction monitoring, account restriction, account closure or request from a competent authority;
- any bugs, viruses, cyberattacks, unauthorized access, technical failures or security incidents, except to the extent caused by Speend’s proven intentional misconduct.

To the maximum extent permitted by applicable law, Speend’s total aggregate liability to you for all claims, losses, damages, costs and expenses arising out of or in connection with these Terms, the Agreement, the Website or the Services shall not exceed USD 10,000.

If you paid any fees to Speend for the Services during the six (6) months immediately preceding the event giving rise to the claim, Speend’s total aggregate liability shall be limited to the lower of:

- USD 10,000; or
- the total amount of fees actually paid by you to Speend for the Services during such six (6) month period.

Nothing in these Terms shall exclude or limit liability that cannot be excluded or limited under applicable law, including liability for fraud, intentional misconduct, or any other liability that cannot be lawfully excluded or limited.

## 10. INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us, our affiliates, and our respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, and contractors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, expenses (including, but not limited to, attorney’s fees or other legal costs) arising from: (a) your use of and access to the Services; (b) any feedback or submissions you provide to us concerning Speend; (c) your violation of any third-party rights or third-party content requirements (d) your violation of the Terms; or (e) your violation of any law, rule, or regulation, or the rights of any third party.

## 11. TERM AND TERMINATION

These Terms become effective when you accept them, register an Account, access the Website or start using the Services, and remain in force for as long as you use or have access to the Services.

You may stop using the Services at any time. However, you may close your Account only after all pending transactions, payments, exchanges, withdrawals, refunds, compliance reviews, disputes, investigations and other open matters connected with your Account have been fully completed or resolved.

Before closing your Account, you must withdraw all remaining Digital Assets, balances or other funds available in your Account, subject to applicable fees, blockchain network fees, transaction limits, compliance checks, technical availability and applicable law.

Upon closure of your Account, Spend may cancel, suspend or refuse to process any new or pending transactions, unless such transactions must be completed, settled, returned or otherwise processed in accordance with applicable law, these Terms or Spend's internal policies.

If any pending transactions, compliance checks, disputes, investigations, refund requests, law enforcement requests or other unresolved matters exist at the time you request Account closure, Spend may refuse or delay the closure of your Account until such matters are completed or resolved.

You may not close your Account or stop using the Services as a means of avoiding any investigation, compliance review, payment obligation, dispute, claim, sanctions screening, AML/CTF review or other legal or contractual obligation.

If, after completion of all pending matters, you are entitled to withdraw any remaining Digital Assets or funds, Spend will allow you to withdraw such assets or funds to a wallet address or account provided by you, subject to applicable fees, blockchain network fees, third-party charges, compliance checks and technical feasibility.

You are solely responsible for providing accurate wallet addresses, payment details and any other information required for withdrawal or refund purposes. Spend shall not be liable for losses resulting from incorrect, incomplete or outdated wallet addresses, payment details or other information provided by you.

In certain cases, a refund or return of Digital Assets may be technically impossible, including where the original transaction was made from a dynamic wallet address, smart contract, unsupported address, third-party service, exchange account or other source that does not allow a direct return. In such cases, Spend may contact you, the merchant or the relevant support contact through Spend support channels to request additional information, clarify the appropriate return wallet address or determine another technically and legally possible method of return.

Any refund or return shall be subject to Spend's internal review, compliance checks, technical feasibility, applicable law, blockchain network fees, third-party charges and any other applicable deductions.

Spend may suspend, restrict or terminate your Account or access to the Services at any time, with or without notice, where Spend reasonably believes that:

- you have violated these Terms or applicable law;
- you have provided false, incomplete, outdated or misleading information;
- your Account or transactions are subject to AML/CTF, sanctions, fraud, security, compliance or legal concerns;
- you are involved in Prohibited Activities or Restricted Jurisdictions;
- you fail to complete KYC/KYB, due diligence, enhanced due diligence or other verification procedures;

- you fail to pay applicable fees or other amounts due;
- your use of the Services creates legal, regulatory, financial, reputational, operational, technical or security risks for Spend;
- Spend is required to do so by law, court order, regulator, law enforcement authority, payment provider, crypto service provider or other competent authority.

If Spend suspends or closes your Account or terminates your access to the Services, Spend may require you to complete identity verification, KYC/KYB, AML/CTF, sanctions screening or other compliance procedures before permitting any withdrawal, refund, return or transfer of Digital Assets or funds.

If you do not access your Account for three (3) years and Spend is unable to contact you after reasonable attempts using the last contact details available in its records, your Account may be terminated at Spend's sole discretion. If Spend holds Digital Assets or funds on your behalf which you have failed to claim, such assets or funds may be treated as dormant, unclaimed or abandoned property in accordance with applicable law. Spend reserves the right to deduct dormancy fees, administrative charges, blockchain network fees and other applicable costs from such unclaimed assets or funds, where permitted by applicable law.

## 12. ARBITRATION AND GOVERNING LAW

Any dispute, controversy or claim arising out of or in connection with these Terms, the Agreement or your use of the Services shall be finally settled by arbitration on an individual basis by a sole arbitrator. The seat, or legal place, of arbitration shall be San José, Costa Rica. The language of the arbitration shall be English, unless otherwise required by applicable law or agreed by the parties.

The arbitration shall be conducted in accordance with the arbitration laws of Costa Rica, including Costa Rican Law No. 8937 on International Commercial Arbitration, as amended or replaced from time to time, and any other applicable arbitration rules or procedures agreed by the parties.

At your request, hearings may be conducted in person or virtually, and the arbitrator may allow motions or submissions to be determined on written briefs without oral hearings, where permitted by the applicable arbitration rules and law.

The arbitration shall be confidential. You and Spend shall not disclose to any person, other than those reasonably necessary for the arbitration proceedings, the existence of the arbitration, any information or documents submitted in the arbitration, oral submissions, testimony, transcripts or any award, unless disclosure is required by applicable law, regulatory obligation, or is necessary for court proceedings related to the arbitration, including proceedings to recognize, enforce or challenge an arbitral award.

The arbitrator shall have the authority to grant any remedy that would otherwise be available to a court or other tribunal, subject to the limitations and exclusions set out in these Terms.

These Terms, the Agreement and any dispute or claim arising out of or in connection with them, including any non-contractual obligations, shall be governed by and construed in accordance with the laws of Costa Rica, without regard to its conflict of law principles.

To the maximum extent permitted by applicable law, you and Spend agree that any dispute resolution proceedings shall be conducted only on an individual basis and not in a class, collective, consolidated or representative action.

The prevailing party in any arbitration, court action or proceeding to enforce these Terms or any arbitral award shall be entitled to recover its reasonable legal costs and attorneys' fees, unless otherwise determined by the arbitrator or prohibited by applicable law.

### 13. PRIVACY

By using the Services, you acknowledge that Spend may collect, use, store and otherwise process information about you in accordance with our Privacy Policy. Please read our Privacy Policy carefully for more information.

### 14. FORK AND AIRDROPS

Spend has no control over the software protocols that govern or constitute the framework of Digital Assets. Therefore, Spend assumes no responsibility for the update or any modification of the underlying protocols, and Spend is not able to guarantee their functionality, security, or availability.

By accepting the present Terms, you acknowledge and accept the risk that underlying software protocols relating to any of the Digital Assets available on the Website are likely to be subject to sudden changes in operating rules (hereafter “fork”) or distribution of Digital Assets (“airdrops”), and such forks or airdrops may materially affect the value, function and/or the name of the virtual currencies that are exchanged or acquired through the Website.

Spend will use reasonable endeavors to provide you with notice of forks or airdrops by publishing such a notice on the Website, including, to the extent possible, whether Spend intends to support airdrops, either or both branches of a fork, and you agree that you will read such notices to decide in that respect. However, we have no obligation to support any specific forks, airdrops, or similar distribution events.

It is your responsibility to make yourself aware of, and consider how to deal with, upcoming forks or airdrops, including whether to give us instructions for the withdrawal of the balance of any Digital Assets. In the event of a fork or airdrop, there is a risk that Spend may need to temporarily suspend operations about that fork or airdrop without providing advance notice to you. Spend may, in its reasonable discretion, decline to support either or both branches of a fork or airdrop.

In the event of a fork or an airdrop which affects Digital Assets held pursuant to these Terms, and which is unsupported by Spend:

- we will not acquire any right, title or interest in the unsupported forked or airdropped Digital Assets; and
- we may be unable to give effect to any instructions given in respect of those Digital Assets, and Spend will have no liability to you in respect of the unsupported forked or airdropped Digital Assets.

By agreeing to the present Terms, you acknowledge the risks presented by forks or airdrops and you accept that we have no responsibility to assist you to move or sell Digital Assets of an unsupported branch of a forked or airdropped protocol.

### 15. MISCELLANEOUS

15.1. Term. This Agreement shall govern the relations between you and Spend while you use or misuse the Services.

15.2. Waiver. No action or inaction on the part of Spend shall be considered a waiver of any right or obligation by Spend.

15.3. Force Majeure. Speed shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockages, embargoes, war, strikes or other labor disputes, fire, earthquakes, storms or other nature-related events, interruption in electrical, telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, other catastrophe, or any other occurrences which are beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions. If we are unable to perform our Services outlined in the Terms due to factors beyond our control, including, but not limited to, the aforementioned force majeure events or changes in applicable laws and/or sanctions policies, we shall not be liable for the Services provided under these Terms during the time period coincident with the event in question.

15.4. Assignment. You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms without any notice or consent from you. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

15.5. Refunds. You agree that any disputes or legal actions in relation to refunds are solely between you and your Customer. You agree to have a clear refund policy. We are not a party to relations between you and your Customers making payments in Digital Assets. We do not accept any queries, letters, requests, and/or complaints as well as liability for the quality, legality, safety, delivery, or any other aspect regarding you, your services, products, activities, and/or any payment, donation, purchase or other transaction between you and your Customers. Any disputes between you and your Customer shall be resolved exclusively between both of you.

15.6. Notices. Any notices or other communications provided by us under these Terms, including those regarding modifications to them, will be given by posting to the Services and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures that we provide in connection with your use of the Services and will be legally bound by these notices.