

WEBSITE TERMS OF SERVICE

These Terms of Service (“**Terms**”) govern your access to and use of the website located at <http://Currency.One> (the “**Website**”) operated by Kinesis Money Panama, S.A., a company incorporated under the laws of the Republic of Panama (“**we**”, “**us**” or “**our**”). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Website. These Terms are separate and distinct from the terms applicable to holders of C1USD.

THESE TERMS CONTAIN A CLASS ACTION WAIVER AND MANDATORY ARBITRATION CLAUSE AS WELL AS AN INDEMNITY IN OUR FAVOUR.

1. Definitions and Interpretation

In these Terms the following definitions shall apply:

“**Business Day**” means a day, other than Saturday and Sunday, when banks are open for business in Republic of Panama. Calculations of time periods shall exclude weekends and public holidays.

“**C1USD Terms**” means the terms and conditions applying to the holders of C1USD, available at this URL: <http://Currency.One>.

“**Services**” means the digital services, features, and functionalities made available through the Website by the Company, but excluding any features of C1USD, which are governed by the C1USD Terms.

“**Governing Law**” means the laws of the Cayman Islands, which shall exclusively govern the interpretation, construction, and enforcement of these Terms.

“**Website**” refers to the website operated by the Company located at <http://Currency.One>, including all associated webpages, content, and services provided through this digital platform.

These Terms shall be interpreted and construed in accordance with the laws of the Cayman Islands, with any disputes, aside from those required to be subject to arbitration as set out in these Terms, subject to the exclusive jurisdiction of the Cayman Islands courts without regard to conflicts of laws provisions.

2. Acceptance and Modification of Terms

By accessing or using the Website, you acknowledge and agree that these Terms are effective as of the above date. The Company reserves the right to modify, update, or revise these Terms at any time without prior notice. Your continued use of the Website following any such changes constitutes your acceptance of the new Terms.

Users are encouraged to review these Terms periodically for any updates. If you do not agree with the modified Terms, your sole remedy is to discontinue using the Website. No additional consent or acknowledgment will be required for modifications to these Terms.

3. User Eligibility and Restrictions

To access and use the Website, Users must meet specific eligibility requirements. Only individuals who are at least eighteen (18) years of age and legally capable of entering into binding agreements may use the Website.

Users are prohibited from accessing the Website if they are located in jurisdictions where the Website’s services are restricted or illegal, including but not limited to countries subject to comprehensive economic sanctions. Users must comply with all applicable international sanctions laws and regulations, including

those administered by the Cayman Islands and Panamanian governments and international regulatory bodies.

The Company reserves the absolute right to verify a User's eligibility, refuse service, or terminate access at any time if the User does not meet these requirements or is found to be in violation of these restrictions. Users are responsible for ensuring their own compliance with all applicable legal requirements prior to accessing or using the Website.

4. Permitted Use and Prohibited Activities

Users may use the Website and Services solely for their intended purpose and in compliance with these Terms. The Company grants a User a limited, non-exclusive, non-transferable license to access and use the Website.

Prohibited activities include, but are not limited to:

- a) Engaging in any illegal, fraudulent, or unauthorized activities;
- b) Attempting to manipulate or interfere with the Website's functionality or performance;
- c) Accessing or attempting to access areas of the Website without authorization;
- d) Using the Website to conduct any form of market manipulation, insider trading, or other prohibited financial activities;
- e) Uploading or transmitting any viruses, malware, or other harmful code;
- f) Collecting or harvesting any user information without consent;
- g) Violating any applicable laws, regulations, or third-party rights.

The Company reserves the right to investigate and take appropriate legal action against any user who violates these prohibited activities, including termination of access and potential legal proceedings.

5. User Accounts and Registration

To access and use certain features of the Website, Users may be required to create an account by providing accurate, complete, and current information.

During registration, Users shall:

- a) Provide valid identification and contact information;
- b) Create a unique password meeting minimum security standards;
- c) Verify their identity through procedures determined by the Company;
- d) Agree to maintain the confidentiality of their account credentials.

Users are solely responsible for all activities conducted under their account. The Company reserves the right to suspend or terminate any account that violates these Terms or appears to involve unauthorized or fraudulent activity.

Users must promptly notify the Company of any unauthorized use of their account or suspected security breach. The Company may implement additional verification procedures to protect account security and prevent unauthorized access.

6. Content and Intellectual Property

The Company retains all intellectual property rights in and to the Website and Services, including all trademarks, copyrights, patents, trade secrets, and proprietary technology. Users are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Website content solely for personal, non-commercial purposes.

By using the Website, Users acknowledge and agree that all content, including text, graphics, software, designs, and other materials, is owned by the Company and protected by Cayman Islands and international intellectual property laws. Users may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Company's content without prior written consent.

Any User Content uploaded or shared on the Website remains the property of the User. However, by submitting User Content, Users grant the Company a worldwide, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media format and through any media channels.

7. Data Collection and Use

The Company collects and processes Personal Data in accordance with the applicable privacy legislation and our Privacy Policy. Please refer to our Privacy Policy for information on our collection and usage of Personal Data.

8. Third-Party Services and Links

The Website may contain links to third-party websites, services, or resources that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

By using links to external sites, Users acknowledge and agree that the Company shall not be liable for any damage or loss caused by the use of such third-party websites or services. Each third-party website or service may have its own separate privacy policy and terms of service, which Users should review before accessing or using such resources.

The inclusion of any links does not imply endorsement by the Company of the linked website or service. Users access third-party websites and services entirely at their own risk, and the Company disclaims all warranties and representations regarding such third-party content.

9. User Warranties and Representations

By accessing or using the Website, you hereby represent, warrant, and covenant to the Company that:

You will provide accurate, current, and complete information when registering or interacting with the Website. You are responsible for maintaining the accuracy and confidentiality of your account information.

You agree to comply with all applicable laws, regulations, and these Terms when using the Website. This includes, but is not limited to, compliance with Cayman Islands law, international sanctions regulations, and any other relevant legal requirements.

You will not use the Website for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Company's systems or interfere with other users' access to the Website.

By continuing to use the Website, you acknowledge that these warranties and representations are ongoing and continue to apply throughout your use of the Website.

10. DISCLAIMERS OF WARRANTIES

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY OF INFORMATION.

THE COMPANY DOES NOT WARRANT THAT THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE WEBSITE OR ITS CONTENT.

USERS ACKNOWLEDGE AND AGREE THAT THEY ACCESS AND USE THE WEBSITE AND SERVICES AT THEIR OWN RISK. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE WEBSITE OR SERVICES.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE “**COMPANY PARTIES**”) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR SERVICES.

THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY THE USER TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE COMPANY'S LIABILITY FOR (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

12. Indemnification

User hereby agrees to defend, indemnify, and hold harmless the Company and its affiliates, officers, directors, employees, agents, and representatives (collectively, the “**Indemnified Parties**”) from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) User's access to or use of the Website; (b) User's violation of these Terms; (c) User's violation of any applicable law or regulation; or (d) User's violation of any rights of another party.

In the event of any claim subject to indemnification, the Company shall have the right to, at its sole discretion, control the defense and settlement of such claim. User agrees to cooperate fully with the Company in the defense of any such claim and shall not settle any claim without the Company's prior written consent.

This indemnification obligation is continuous and shall survive the termination or expiration of these Terms.

13. Suspension and Termination

The Company reserves the right to suspend or terminate a User's access to the Website at any time, with or without cause, and without prior notice. Upon termination, the User shall immediately cease using the Website and any associated Services.

Termination may occur if the User: (a) violates these Terms; (b) engages in fraudulent or illegal activities; (c) fails to comply with applicable laws or regulations; or (d) the Company determines, in its sole discretion, that continued access is inappropriate.

Notwithstanding termination, certain provisions of these Terms shall survive, including but not limited to provisions related to intellectual property rights, warranties, limitations of liability, indemnification, and dispute resolution. The User's obligations regarding confidentiality, data protection, and any accrued rights or obligations shall remain in full force and effect.

The Company shall not be liable to the User or any third party for any termination of access, removal of content, or suspension of Services.

14. Dispute Resolution and Arbitration

Any dispute arising out of or relating to these Terms or the Website, other than an application for urgent interlocutory relief or to ensure the enforcement of an arbitral award, shall be resolved exclusively through binding arbitration administered by the Cayman Islands Arbitration Centre, in accordance with the CI-MAC rules as modified by these Terms. Arbitration shall be conducted on an individual basis only, and users expressly waive the right to participate in any class action lawsuit or collective proceeding of any kind.

BY AGREEING TO THESE TERMS, USERS ACKNOWLEDGE AND AGREE THAT THEY ARE WAIVING THEIR RIGHT TO A COURT TRIAL AND AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

15. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations under these Terms when such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, government actions, strikes, pandemics, or significant technological disruptions.

In the event of a force majeure event, the Company's obligations shall be suspended for the duration of such event. The Company shall use commercially reasonable efforts to mitigate the effects of the force majeure event and shall provide notice to Users of the event and its anticipated duration as soon as practicable.

If a force majeure event continues for more than thirty (30) consecutive days, either party may terminate these Terms without penalty by providing written notice to the other party. Upon such termination, neither party shall have further obligations to the other, except for obligations that expressly survive termination.

16. General Provisions

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Cayman Islands, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in the Cayman Islands, to the extent not required to be referred to arbitration.

Assignment. Users may not assign, transfer, or delegate their rights or obligations under these Terms without the prior written consent of the Company. The Company may freely assign these Terms and transfer its rights and obligations to any successor or affiliate without restriction.

Severability. If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect, and such provision will be modified to the minimum extent necessary to make it valid, legal, and enforceable.

Waiver. No action by the Company will be construed as a waiver of any right or entitlement unless such waiver is express and in writing.

Entire Agreement. These Terms and any additional terms incorporated by reference, constitute the entire agreement between the User and the Company regarding the use of the Website and supersede all prior agreements, representations, and understandings, whether written or oral.