

# SOLUM GLOBAL

## TERMS & CONDITIONS

### MOBILE APP (US)

Last Update: February 14, 2024

**PLEASE MAKE SURE YOU FULLY READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE. THESE TERMS INCLUDE A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS AND AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REFER TO CLAUSE 16 FOR ADDITIONAL DETAILS.**

#### **1 Introduction.**

- 1.1 The Solum Global App Services (described below) are provided to you by Solum Global, Inc., a Florida corporation (together with its Affiliates, "**Solum**"), and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access. These Terms supersede and override all prior terms and conditions and agreements pertaining to your use of the Solum Global App Services; provided, however, that these Terms do not change the identity of the Solum Global entity or entities that provide(s) services to you.
- 1.2 These terms and conditions ("**Terms**" or "**T&Cs**"), together with any attached country annexes, product schedules, and/or Addenda (together "**Annexes**") (if any), each of which Annexes may be updated from time to time independently of these T&Cs, will apply to your use of the Solum Global App Services. Please take the time to read and understand these Terms before using our services so that you are aware of your legal rights and obligations. In the event of any conflict or inconsistency between these Terms and any Annex, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution, these Terms shall prevail and control, except where an Annex expressly overrides these Terms with specific reference to this Clause 1.2.
- 1.3 We reserve the right to change or modify any of the terms and conditions contained in the Terms or any policy governing the use of Solum Global App Services at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Solum Global App Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications.
- 1.4 Acceptance of Terms. Your acceptance of the Terms occurs when you take the earliest of any of the following actions: (i) signing up for a Solum Global account or any aspect, part, or component of the Solum Global App Services; (ii) using the Solum Global App or App Services; (iii) receiving the Terms, or notice of the Terms, whether by email, in the Solum Global App, via our website, or by any other means not inconsistent with the electronic delivery provisions set forth in these Terms; (iv) giving Solum Global a written or electronic signature, clicking "I accept" or "I agree" to be bound as applicable; or (v) installing, using, updating, or

otherwise interacting with your Solum Global App. Upon taking any of the foregoing actions, you shall be deemed to have entered into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.

1.5 Without limiting, abridging, or modifying the foregoing Acceptance of Terms, by using the Solum Global App Services and/or completing the sign-up process, you acknowledge that you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.

1.6 **Definitions and Interpretation.** In these Terms:

**“AAA Rules”** shall have the meaning ascribed to the term in Clause 16.4;

**"Applicable Law"** means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority;

**"Affiliate"** means a person, entity or company directly or indirectly, controlling, controlled by or under direct or indirect common control with another person, entity or company;

**"Annex"** or **“Annexes”** shall have the meaning ascribed to the term in Clause 1.2;

**"Clause"** means each numbered provision or section of these T&Cs;

**“Customer Data”** shall have the meaning ascribed to it in Clause 11.2;

**"CRO"** means the utility token that is the native token of the Cronos Chain, represented by the ticker symbol CRO as of the date hereof;

**"Solum Global App"** means the mobile application software developed, owned and released by Solum Global and available for download for Android or Apple iOS, including all content and services listed in Clause 2.1 and made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

**"Solum Global App Services"** or **"Services"** refers to the Service Content and all related features, services, content and applications, described in Clause 2.1, which Solum Global may make available to you on the Solum Global App and Site from time to time in respect of your Digital Assets. The Solum Global App Services shall specifically comprise the services set forth in Clause 2.1.

**"CSCs"** means the stable coins offered by Solum Global for use on the Solum Global App;

**"Digital Asset" or "DA"** means cryptographic tokens, digital currencies, cryptocurrencies, coins, or virtual currencies, or digital assets of any types that have been approved by Solum Global for support in the Digital Asset Wallet;

**"Digital Asset Conversion"** shall have the meaning ascribed to the term in Clause 2.4;

**"Digital Asset Transfer"** shall have the meaning ascribed to the term in Clause 2.5;

**"Digital Asset Wallet"** means any and each hosted Digital Asset wallet provided by Solum Global, as may be offered through the Solum Global App Services from time to time, either upon opening an account or thereafter;

**"Enabled Device"** means each communications, computing, or other device or account registered by you or otherwise used by you, regardless of whether you own such device, for use in connection with the Solum Global App and Solum Global App Services, including but not limited to your computer, mobile phone, email account, and phone number;

**"Erroneous Top-up Instruction(s)"** shall have the meaning ascribed to the term in Addendum 1;

**"Erroneous Withdrawal Instruction(s)"** shall have the meaning ascribed to the term in of Addendum 1;

**"FAA"** shall have the meaning ascribed to the term in Clause 16.5;

**"Fees"** means all fees imposed by us for the use of the Solum Global App Services and/or Digital Asset Wallet;

**"Force Majeure Event"** means an event or failure which is beyond our reasonable control including, without limitation, (i) acts of God, nature (including without limitation, natural disasters, epidemics and pandemics), court or domestic or foreign governmental authorities; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of acts of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labor disputes, wars, civil unrest, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Solum Global App Services;

**"Fork"** means changes in operating rules of the underlying protocols of a Digital Asset that may result in: (a) more than one version of that Digital Asset; (b) material changes in the value, function, and/or the name of a Digital Asset; and/or (c) Solum Global holding an amount (which may be an identical amount) of Digital Assets associated with each forked network, in each case as determined by us in our sole discretion.

**"Forked Network"** shall have the meaning ascribed to the term in Clause 4.3.1.1;

**"Instructions"** means all information, instructions, communications, orders or

messages (including those relating to payments, transfers or other transactions) referable to you;

**"Lockup" or "Lock up"** means the holding of any Digital Assets in your account for an agreed period of time;

**"New Forked Asset"** shall have the meaning ascribed to the term in Clause 4.3.1.1;

**"Notice"** shall have the meaning ascribed to the term in Clause 16.4;

**"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**"Prior Asset"** shall have the meaning ascribed to the term in Clause 4.3.1.1

**"Privacy Notice"** shall have the meaning ascribed to the term in Clause 7.5.1;

**"Security"** shall have the meaning ascribed to the term in Clause 12.8;

**"Service Content"** means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site and Solum Global App;

**"Site"** means the website at [www.solumglobal.io](http://www.solumglobal.io) and all related components;

**"Terms" or "Terms and Conditions" or "T&Cs"** shall have the meaning ascribed to the term in Clause 1.2;

**"Trademarks"** shall have the meaning ascribed to the term in Clause 11.1.1);

**"Transaction"** shall have the meaning ascribed to the term in Clause 10.1;

**"Transaction History"** means records of all transactions and any details relevant to such transactions on your Digital Asset Wallet or the Solum Global App or Site generally;

**"Unsupported Forked Network"** shall have the meaning ascribed to the term in Clause 4.3.1.1;

**"we/us/our"** means Solum Global, and

**"you/your"** means, the individual who is the user of the Services.

## 2 Services.

The Solum Global App is the interface that allows you to use and interact with the Solum Global App Services. The Solum Global App Services include the services set forth in this Clause 2. Some of these services may not be available to you depending on your jurisdiction or for other reasons. Without limiting anything in these Terms, to the extent that you choose to use those

services that are available to you, you agree to be bound by the terms specifically applicable to such services as set forth in the applicable Addenda.

The Solum Global App Services shall specifically comprise the following services, to the extent available or offered in your jurisdiction:

- 2.1 Hosted Digital Asset Wallets provided by Solum Global that allow you to top-up Digital Assets from external wallets and store Digital Assets with the Solum app;
- 2.2 A Digital Asset transfer service under which you may transfer any Digital Asset to another recipient, which may be the Digital Asset Wallet of another user of the Solum Global App Services or an external recipient ("**Digital Asset Transfer**"). Terms specific to top-ups to Digital Asset Wallet, Fiat to DA Conversion and Digital Asset Transfer are more fully set forth in "Addendum 2" and any references therein; and
- 2.3 Any other products or services listed in the Annexes (if any) or shown on the Solum Global App or our official communication channel from time to time.

### **3 The Solum Global App.**

#### **3.1 Description of the Solum Global App.**

The Solum Global App gives you interactive access to your Digital Asset Wallet, including allowing you to perform one or more of the following actions:

- 3.1.1 view the balance and Transaction History of your Digital Asset Wallet;
- 3.1.2 obtain instructions on how to load your Digital Asset Wallet;
- 3.1.3 request for a Digital Asset Transfer from your balance held in your Digital Asset Wallet;

#### **3.2 Grant of License to Use the Solum Global App.**

Subject to your continuing compliance with these Terms, we grant to you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Solum Global App and access the Solum Global App Services insofar as owned by or licensed through us on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved. Some software components used in the Solum Global App may be offered under an open source or other license as we may notify to you, in which case your use of those components of the Solum Global App shall be governed by such license terms to the extent only of any inconsistency between these Terms and those license terms.

You acknowledge and agree that your use of the Solum Global App Services is at all times subject to and conditional upon your continued compliance with these Terms and all other applicable terms, and any failure to comply with these Terms and such other terms automatically results in the revocation of all licenses granted hereby.

#### **3.3 Reservation of Rights.**

- 3.2.1 We reserve the right, in our sole discretion and without incurring any liability to you, to:
  - 3.2.1.1 update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Solum Global App Services or change any features, component or content thereof, or to delist from the Solum Global App Services or otherwise cease to support any Digital Asset;
  - 3.2.1.2 decline, suspend, cancel, reverse, void or partially execute Digital Asset Transfer Instruction; and
  - 3.2.1.3 reverse, cancel, claw back, change any terms or refuse to honor any reward, bonus or pay-out for any incentive programs regardless of your entitlement.
  
- 3.2.2 We reserve the right to suspend, restrict, and/or terminate your access to any or all of our Services and to deactivate your account, including without limitation:
  - 3.2.2.1 where it is our reasonable opinion that we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject in any jurisdiction;
  - 3.2.2.2 upon reasonable suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms or abusing any of our incentive schemes;
  - 3.2.2.3 upon reasonable suspicion that a transaction is fraudulent or erroneous;
  - 3.2.2.4 upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorized manner;
  - 3.2.2.5 upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime; upon reasonable suspicion that you are conducting any fraudulent or illegal activities, including but not limited to any Ponzi scheme, pyramid scheme, phishing or dark-net transactions;
  - 3.2.2.6 where any of your Digital Asset Wallets you are subject to pending litigation, investigation, or government proceedings, including litigation that is brought or threatened against Solum Global; and
  - 3.2.2.7 for any other reason which we reasonably deem it is appropriate to do so.
  
- 3.2.3 In the event we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 3, we will (to the extent that it is not unlawful for us to do so) provide you with notice of such termination of Services. Suspensions, restrictions, or terminations from the use of our Services will be reversed only as soon as practicable once the reasons for refusal no longer exist as determined in our sole discretion. We are under no obligation to execute any suspended, reversed, or terminated transactions at the same price or on the same terms. Where not otherwise prohibited by law, upon notice that we have decided to terminate your access to the Services, we will provide you with 30 days within which you must transfer, or instruct us to transfer on your behalf, any remaining Digital Assets out of the Solum Global App. Should you fail to transfer, or instruct us to transfer, any such remaining Digital Assets within the 30-day period, we reserve the right to liquidate any Digital Assets.
  
- 3.2.4 In the event a Digital Asset becomes delisted or unsupported for any reason, we will attempt to contact you and, to the extent practicable, provide you with an opportunity to transfer such Digital Assets out of your Digital Asset Wallet. If you fail to transfer such

Digital Assets out of your Digital Asset Wallet promptly (and in no event to exceed any specific timeframe that we may specify in our communications to you), we reserve the right to liquidate such Digital Assets in your Digital Asset Wallet.

- 3.2.5 The actions we may take under Clause 3.3.1 may apply to all, or any specific group(s), or any individual user(s) of the Solum Global App Services. We do not guarantee that any specific content, component and/or feature will always be available on the Solum Global App Services and reserve the right to cease any Solum Global App Services at our sole discretion without notice to you.

#### **4 Considerations When Using Our Services.**

You understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of Solum Global App Services, including all of the risks set forth in this Clause 4.

##### **4.1 General Risks.**

- 4.1.1 All transactions involving Digital Assets involve certain risks. In this regard, once submitted to a blockchain network, such a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the blockchain network. A transaction is not complete while it is in a pending state. Any Digital Asset transfers to and from external wallet addresses that are in a pending state will be designated accordingly, and the relevant Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.
- 4.1.2 The risk of loss in holding Digital Assets can be substantial. You should, accordingly, carefully consider whether holding Digital Assets is suitable for you in light of your financial situation and risk tolerance. In considering whether to hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. If you use any Solum Global App Services which allow you and/or third parties to access and hold Digital Asset private keys, you acknowledge that we are not responsible for safeguarding such keys and that we are not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Asset private keys outside our control. We are not responsible for the market of Digital Assets, and we make no representations or warranties concerning the real or perceived value of Digital Assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of Digital Assets, including graphs displayed within the Solum Global App showing the price fluctuations of Digital Assets, such data or graphs are for reference only. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy, or completeness of such data or graphs, and you should not rely on such data or graphs for any reason whatsoever. You understand and acknowledge that the value of Digital Assets can be volatile, and you agree that we are not in any way responsible or liable for any losses you may incur by holding or trading Digital Assets, even if the Solum Global App Services were delayed, suspended, or interrupted for any reason.

- 4.1.3 Your Digital Asset Wallet is not a depository account. Funds stored in your Digital Asset Wallet do not earn any interest and are not protected by any government-backed depositor compensation, insurance or guarantee scheme, unless otherwise expressly stated.

## 4.2 Digital Asset Volatility Risks.

- 4.2.1 The price of crypto assets and crypto asset markets have historically been subject to significant volatility. The price and trading volume of any crypto asset is subject to significant uncertainty and volatility, depending on a number of factors, including but not limited to market conditions and sentiment, changes in liquidity, Forks, the activities of other market participants, general economic environment, public perception, technical and technological constraints, and regulation.
- 4.2.2 There is no assurance that any supported Digital Asset will maintain its value or that there will be meaningful levels of trading activities.

## 4.3 Technology and Security Risks.

### 4.3.1 Forked Networks.

- 4.3.1.1 You agree and understand that the underlying protocols of the Digital Assets' networks are subject to Forks which may result in more than one version of such a network (each a "**Forked Network**"). If a Fork occurs, it may result in the creation of a new Digital Asset (the "**New Forked Asset**") related to an existing Digital Asset (the "**Prior Asset**"). You further agree and understand that Forks may materially affect the value, function, and/or name of the Prior Assets and other Digital Assets you hold on the Solum Global App and that the New Forked Asset may have minimal or no value. In the event of a Fork, Solum Global may temporarily suspend any Solum Global App Services (with or without advance notice to you) and we may determine, in our sole discretion, whether or not to support the Forked Network(s). In the event that Solum Global decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Digital Assets offered by such Unsupported Forked Network will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion and subject to Applicable Law, obtain and retain the Digital Assets offered by such Unsupported Forked Network as property belonging solely to Solum Global. You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network. You understand, acknowledge and agree that you have no right, claim, or interest in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw or otherwise use or access the New Forked Asset promptly or at all, and you may lose any value associated with such New Forked Asset. If we determine not to support a New Forked Asset, we may, in our sole discretion, obtain and retain the New Forked Asset as property belonging to us.



4.3.1.2 WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF ANY NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY DIGITAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR DIGITAL ASSETS, AND THAT SOLUM GLOBAL DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

#### **4.3.2 Other Technology and Security Risks.**

4.3.2.1 A significant disruption in Solum Global's Wallet products or services, in Solum's information technology systems (including a system failure, outage, or interruption, both as to Solum Global or a third-party network), or in any of the blockchain networks that Solum Global supports, could affect your user experience and/or ability to access your account.

4.3.2.2 Digital Assets built on blockchain technology were only introduced in 2008 and remain in the early stages of development. In addition, different Digital Assets are designed for different purposes. The further growth and development of any Digital Assets and their underlying networks is subject to a variety of factors that are difficult to evaluate.

4.3.2.3 There is risk of loss of Digital Assets in the event of disruptions, hacks, forks (i.e., a split in the underlying network(s), as described more fully below), and significant attacks such as a double spend or 51% attack. You acknowledge and understand that there is risk associated with third-party cyberattacks and security breaches, as well as breaches of privacy.

4.3.2.4 **You acknowledge that you and your Digital Assets may be subject to scams and other types of fraud perpetrated by third parties outside of our control.** It is your responsibility to beware and protect yourself against such fraud. There is a risk of loss of your Digital Assets and other assets in the event you are subject to such fraud.

4.3.2.5 All blockchain transactions include data, and in some circumstances, may include personal data about you. Many blockchain technologies store transaction data publicly and permanently. When you use such technology, you are intentionally making that transaction data public and acknowledge that the data cannot be deleted, removed, or reversed due to the nature of blockchain technology.

#### **4.4 Regulatory Risks.**

4.4.1 We are subject to an extensive and highly-evolving regulatory landscape, and any changes to any laws and regulations could adversely impact our ability to offer, and your use of and access to, the Solum Global App Services in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the Solum Global App Services.

4.4.2 In addition to existing laws and regulations, various governmental and regulatory bodies in the United States and in other countries may adopt new laws and regulations. The extent, scope, and effect of such new laws and regulations are difficult to predict.

#### **4.5 Third-Party and Operational Risks.**

4.5.1 We currently rely on third-party service providers for certain aspects of our operations, including cloud computing services and data centers that provide facilities, infrastructure, website functionality and access, components, and services, including databases and data center facilities and cloud computing; as well as third parties that provide certain outsourced services and functions, all of which are critical to our operations. Because we rely on third parties to provide these services and to facilitate certain of our business activities, we face increased operational risks. Any interruptions in services provided by these third parties may impair our ability to support our customers and offer (or maintain) Solum Global App Services.

4.5.2 We do not directly manage the operation of any of the third-party service providers we use, including their data center facilities that we use. These third parties may be subject to financial, legal, regulatory, and labor issues, cybersecurity incidents, break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, privacy breaches, service terminations, disruptions, interruptions, and other misconduct. They are also vulnerable to damage or interruption from human error, power loss, telecommunications failures, fires, floods, earthquakes, hurricanes, tornadoes, pandemics (including the COVID-19 pandemic) and similar events. For example, on February 24, 2021, the U.S. Federal Reserve's payments network experienced an outage, which had the potential to result in reduced functionality for certain of our products. In addition, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail or refuse to process transactions or provide other services adequately, take actions that degrade the

functionality of our services, impose additional costs or requirements on us or our customers, or give preferential treatment to competitors.

- 4.5.3 There can be no assurance that third parties that provide services to us or to our customers on our behalf will continue to do so on acceptable terms, or at all. If any third parties do not adequately or appropriately provide their services or perform their responsibilities to us or our customers on our behalf, such as if third-party service providers to close their data center facilities without adequate notice, are unable to restore operations and data, fail to perform as expected, or experience other unanticipated problems, we may be unable to procure alternatives in a timely and efficient manner and on acceptable terms, or at all, and our ability to offer (or maintain) Solum Global App Services may be adversely affected.

## **5 User Acknowledgements, Representations, Warranties, Covenants – General.**

By signing up to use the Solum Global App Services, you acknowledge, represent, and warrant, in each case as applicable, each of the items contained in this Clause 5 and all of its subsections.

### **5.1 Acknowledgement and Assumption of Risks.**

You represent and warrant that you have received a copy of, have carefully read, understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of Solum Global App Services, including but not limited to the risks specifically set forth in Clause 4. You agree that Solum Global shall not be liable to you for any loss, damage, expense, or liability that may relate to any of the risks specifically set forth in Clause 4. Further, you represent that you are able to bear any financial or other loss associated with or that may otherwise relate to your use of Solum Global App Services.

### **5.2 Non-Reliance.**

- 5.2.1 You represent that you are not relying on (and will not at any time rely on) any communication (written or oral) of Solum Global as advice or as a recommendation to engage in any transaction involving Digital Assets. Further, you confirm that Solum Global has not (a) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of transacting in Digital Assets or (b) made any representation to you regarding the legality of transacting in Digital Assets under Applicable Laws. In deciding to use Solum Global App Services to transact in Digital Assets, you are not relying on the advice or recommendations of Solum Global, and you have made your own independent decision that using Solum Global App Services and transacting in Digital Assets are suitable and appropriate for you.

- 5.2.2 We do not provide investment advice, and any content on the Solum Global App and Site or other communication channels should not be considered as a substitute for tailored investment advice. The contents of the Solum Global App and Site should not be used as a basis for making investment decisions and should not be construed as an attempt

to market or promote any type of Digital Asset.

### **5.3 Identity and Eligibility.**

You represent and warrant that:

- 5.3.1 you are at least eighteen (18) years of age
- 5.3.2 you have the full right, power, and authority to agree to these Terms;
- 5.3.3 you are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction that Solum Global has indicated as being subject to prohibitions or restrictions on accessing or using the Solum Global App Services;
- 5.3.4 you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use, or exchange of Digital Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
- 5.3.5 you are the authorized user of your Enabled Device, and your Enabled Device is not jailbroken, meaning that you have not, nor are you aware of anyone having, used an exploit to remove manufacturer or carrier restrictions from the relevant device;
- 5.3.6 you will not simultaneously have multiple accounts to access the Solum Global App Services; you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- 5.3.7 you are not located in, under the control of, or a national or resident of (i) any international sanctioned countries, or (ii) any country to which the United States has embargoed goods or services; (iii) are not identified as a “Specially Designated National” by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- 5.3.8 you will immediately notify us of any change to your state or location of residence and continually review and update your account and or user profile to ensure accuracy of the information provided;
- 5.3.9 you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security’s Denied Persons List;
- 5.3.10 you will not use our Services if any Applicable Laws prohibit you from doing so in accordance with these Terms;
- 5.3.11 you are the sole ultimate beneficial owner of your account and not acting on behalf of or representing any other natural person, legal person or legal entity;
- 5.3.12 you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Digital Asset subject to these Terms and forming the subject matter of the Services; and you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

### **5.4 Onboarding and Ongoing Basic Requirements.**

- 5.4.1 In order to use the Solum Global App Services, you must register as a user on the Solum Global App and provide us with all information and/or documents requested by us. Except where permitted by Applicable Law, all information and documents must be in the English language (including such information and/or documents as may be required by us from time to time for compliance with Applicable Laws) in order to process your registration. If the documents you provide are not in the English language

(except where permitted by Applicable Law), you may be required to provide us with a certified English translation. Except where permitted by Applicable Law, Solum Global shall not be responsible for the translation of any non-English documents and shall not be obliged to process or review any documents that are not in the English language.

- 5.4.2 You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your use of the Solum Global App Services, including to identify or authenticate your identity, validate your funding sources or transactions, verify your source(s) of income and/or wealth, among other requests. This may include, without limiting the generality of the foregoing, requiring further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third-party databases or through other sources.
- 5.4.3 We are entitled, in our sole discretion and without providing reasons, to refuse your application for, or to suspend, terminate or limit your use of, the Solum Global App Services or your account, and/or to change the eligibility criteria for registration or use of the Solum Global App Services at any time. We may confidentially verify, supplement, or append the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you acknowledge that we or a third party on our behalf may verify, supplement, or amend your information for any reason including for the up-to-date maintenance of our records or to comply with applicable reporting obligations.
- 5.4.4 You hereby represent and warrant that any and all information provided by you or on your behalf to us, our Affiliates, and any of our third-party service providers are always complete, accurate, and up to date in all respects and that in the event such information ceases to be complete, accurate, and up-to-date, you shall provide us, our Affiliates, and third-party service providers with revised and updated information without delay. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with the Solum Global App Services. If at any time we believe that your information is incomplete, outdated, or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information may result in your inability to or adversely affect your access to and use of the Solum Global App Services. You hereby agree to indemnify us and our Affiliates for any and all losses incurred as a result of your failure to provide complete, accurate, and up-to-date information at any point prior to, during, and following termination of your use of and access to our Services.
- 5.4.5 At the time you sign up for the Solum Global App Services or at any time in the future after signing up for the Solum Global App Services, you authorize us to undertake electronic identity verification checks on you, either directly or using third-party service providers.
- 5.4.6 Notwithstanding any Terms hereunder or your successful completion of the signing up

process in accordance with Clause 5.4.2 above, certain types of users are specifically prohibited from using certain features within the Solum Global App Services. You further represent and warrant that in relation to the use of CSCs on the Solum Global App or any of the Solum Global App Services, you are not located in, under the jurisdiction of, or a national or resident of any restricted countries, states, and jurisdictions

- 5.4.7 Subject to Applicable Law, we reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.

## **5.5 Third-Party Services.**

You understand and agree that we may engage any third-party service provider or subcontractor to perform any or all of the services provided hereunder. Further, you acknowledge, accept, and assume the risks associated with our use of such third-party services, including those set forth in Clause 4.5. Solum Global shall not be liable for any delay, loss, or damage of any kind incurred from any services provided by any third-party service provider or subcontractor engaged by Solum Global. All claims in connection with the act of any third-party service provider or subcontractor shall be brought solely and directly against such party and/or its agents. Solum Global's sole liability in relation to the services provided by any third-party service provider or subcontractor shall be limited to the use of reasonable care in the selection of such parties.

## **6 User Acknowledgements, Representations, Warranties, Covenants – User Conduct.**

### **6.1 General Conduct.**

It is our goal that all Solum Global App Services users enjoy their use of our services in a safe and secure environment. To that end, you agree to use the Solum Global App Services in good faith and adhere to the following general standards of conduct at all times:

- (a) You will demonstrate respect and courtesy to other users, our personnel, and any third-party service providers at all times;
- (b) You will use your utmost integrity in all your dealings with Solum Global and in your use of Solum Global App Services;
- (c) You will comply with all Applicable Laws pertaining to your use of our services and the activities you conduct in the Solum Global App Services; and
- (d) You will promptly comply with our notices and our personnel's instructions with respect to your use of Solum Global App Services.

### **6.2 Prohibited Activities.**

Without prejudice to any of Solum Global's rights, you undertake not to (and shall not, knowingly or otherwise, authorize, allow, permit, or assist any other party to):

- (a) use the Solum Global App or Sites to conduct electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional, or marketing material, junk mail, or chain letters;

- (b) use the Solum Global App or Sites to perform illegal, unlawful or immoral activities under any Applicable Law (including but not limited to money laundering, terrorism financing and fraudulent activities);
- (c) use the Solum Global App or Sites to upload content that contains or is infected with viruses, malicious codes, or Trojan horses, is unlawful, immoral, or illegal, or contains any other harmful or deleterious program or code;
- (d) modify or adapt the whole or any part of the Solum Global App or Sites or combine or incorporate the Solum Global App or Sites into another program or application;
- (e) disassemble, decompile, reverse-engineer, or otherwise attempt to derive the source code, object code, underlying concepts, ideas, or algorithms of the Solum Global App or Sites or any components thereof;
- (f) use the Solum Global App or Sites in any manner that would lead to the infringement of our, our Affiliates', or any other third party's intellectual property rights, including without limitation any copyright, patent, or trademark. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our intellectual property interests;
- (g) use the Solum Global App or Sites in a way that could damage, disable, impair, or compromise the Solum Global App or Sites or the provision of the Solum Global App Services (or the systems or security of the Solum Global App or Sites or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Solum Global;
- (h) gain or attempt to gain unauthorized access to, interfere with, disrupt, or damage the account or wallets of other users, any parts of the Solum Global App or Sites, the server on which the Solum Global App or Sites are stored, or any other server, computer, or database connected to or used in the service of the Solum Global App or Sites;
- (i) take any action that imposes an unreasonable or disproportionately large burden or load on the Solum Global infrastructure (including, but without limitation to our servers, networks, data centers and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data, or information belonging to other users of our services;
- (j) attack the Solum Global App or Sites via a denial-of-service attack or a distributed denial-of-service attack;
- (k) use any robot, spider, or other automatic device, process, or means to access the Solum Global App or Sites for any purpose;
- (l) impersonate or attempt to impersonate Solum Global, Solum Global personnel, another user, or any other person or entity;
- (m) engage in any other activities deemed inappropriate by us or that is in contravention of these Terms or any Applicable Laws;
- (n) provide false, inaccurate, incomplete or misleading information to Solum Global or any of its Affiliates or third-party service providers; or
- (o) deposit with Solum Global any Digital Assets that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity; or
- (p) attempt, in any manner, directly or indirectly, as deemed in our sole discretion, to interfere with the proper working of the Solum Global App or Sites.

### 6.3 Solum Global's Rights of Enforcement.

Subject to Applicable Law, we reserve the right to, and you acknowledge and agree that we may at our

sole discretion, take any action we deem necessary to enforce the user conduct requirements and restrictions set forth in this Clause 6, including, without limitation, by taking any of the steps set forth in Clause 3.3.

## **7 User Acknowledgements, Representations, Warranties, Covenants – Data and System Protection.**

### **7.1 Your Device.**

You acknowledge and agree that, in connection with your use of the Solum Global App, you shall be responsible for the following, at your own cost:

- 7.1.1 obtaining and installing all hardware, software, and communications services necessary for your use of the Solum Global App in accordance with these Terms;
  - 7.1.2 installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use of the Solum Global App in accordance with these Terms; and
  - 7.1.3 installing updates and patches for the Solum Global App and your Enabled Device in a prompt and timely manner.
- 7.2 You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that we shall assume that any and all Instructions received from your Enabled Device, your email account, and other accounts identified to you have been made by the rightful owner. You agree that you are solely responsible and liable for keeping your Enabled Device and such accounts safe and secure and for maintaining adequate security and control of your login and authentication details (including, but not limited to, your identity, username, password, and multifactor authentication methods) and shall likewise be solely responsible for any access to and use of the Solum Global App and the Services through your Enabled Device and accounts identified to you, notwithstanding that such access and/or use may have been effected without your knowledge, authority or consent. You agree that we will not be liable to you for any loss or damage resulting from such access and/or use.
- 7.3 You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that you shall bear all of the risk of any loss of access to your Digital Asset Wallet, accounts, and Solum Global App Services, including, without limitation, any loss of access related to the loss of your login and authentication details, Enabled Device, email account, or any other account identified to you.
- 7.4 Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorized way, you shall notify us of the loss or theft, or unauthorized access or use, by emailing us at [info@solum.global](mailto:info@solum.global); provided, however, that such notification to us shall not prejudice us in any way nor abridge, alter, limit, or otherwise affect our disclaimers and rights under Clause 7.2. In addition, where your Enabled Device has been accessed or used in an unauthorized manner, you should, as soon as possible, reset the login and authentication details on your Enabled Device.

### **7.5 Privacy and Personal Data.**

- 7.5.1 These Terms incorporate by reference, as though they were fully restated herein, the



provisions of the following terms and policies: (i) our Global and US privacy notices, accessible [www.solumglobal.io](http://www.solumglobal.io) (together, the “**Privacy Notice**”), as they may be amended from time to time, and (ii) our cookies policy accessible at the Cookie Preference banner on our Site, as it may be amended from time to time.

- 7.5.2 By using the Solum Global App Services and/or Site, you confirm that you have read and understood our Privacy Notice and understand how we may collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorized service providers and relevant third parties. You agree that your license to access the Solum Global App Services is subject to your continuing agreement to our Privacy Notice.
  
- 7.5.3 Without limiting anything in the Privacy Notice or in these Terms, you represent, warrant, acknowledge, and agree that:
  - 7.5.3.1 we may process personal data relating to you and personal data relating to third parties when you provide personal data to us that relates to such individuals;
  - 7.5.3.2 before disclosing any personal data to us, you have read and understood these Terms, and before disclosing the personal data of third parties, you have provided these Terms to the third parties and obtained their consent hereto;
  - 7.5.3.3 any personal data that you disclose in connection with our Sites, the Solum Global App Services, or other services was or will be disclosed in accordance with all applicable privacy and data protection laws, and that all such data are current, accurate and relevant; and
  - 7.5.3.4 where you access or use third-party services, you have read, understood and agreed to the privacy notices and other terms applicable to those services, and the processing of any personal data in connection therewith, both by us and the applicable third party.

## **8 User Acknowledgements, Representation, Warranties, Covenants – Electronic Communications.**

- 8.1 You shall accept full responsibility for the security and authenticity of all Instructions sent via the Solum Global App and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Device via the Solum Global App are yours. We shall be under no obligation whatsoever to verify that such Instructions are in fact yours.
- 8.2 You are aware that Instructions and information transmitted via the Solum Global App are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorized access, and you accept these associated risks.
- 8.3 Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) shall only be deemed to have been received by such third parties in accordance with their terms and conditions.
- 8.4 You agree without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of dispatch and receipt of electronic communication, to the maximum extent permitted under applicable law, such terms shall not apply to your use of the Solum Global App Services and that you shall be liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorized interceptions by third parties or duplicates.
- 8.5 You acknowledge and agree that in the event of any dispute arising in connection with your use of the Solum Global App Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Solum Global App Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

## **9 Fees.**

- 9.1 Your use of the Solum Global App Services is currently free but may be subject to certain Fees in the future, which will, if applicable and to the extent permitted in your jurisdiction, be debited from your Digital Asset Wallet. The list of applicable Fees will be posted by Solum Global at such a time in the future that they become applicable.
- 9.2 All applicable Fees listed on the Solum Global App and the Site are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.
- 9.3 Solum Global will issue a payment notice to you for any Fees or amount that you owe us, including any amount owed to us as a result of us exercising our rights under these Terms. If such amount is not repaid within 7 calendar days from the date of notification, you confirm

and authorize Solum Global to recover such amount from your other accounts with Solum Global by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

## **10 Other Provisions Applicable to Our Services.**

- 10.1 Solum Global reserves the right to, in its sole discretion, refuse to process or to cancel any pending request from you for any Digital Asset Transfer, ("**Transaction**"), including for purposes of compliance with Applicable Law.
- 10.2 Solum Global securely stores 100% of all Digital Asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Solum Global to retrieve this information from offline storage in order to facilitate a Transaction in accordance with your Instructions, which may delay the initiation or crediting of such Transaction for 48 hours or more. As a user of the Solum Global App Services, you accept the risk that a Transaction facilitated by Solum Global may be delayed and you agree not to hold Solum Global responsible for any loss or damage (including loss of profits) arising out of or related to such delay.
- 10.3 It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of Digital Assets, and/or to the Transactions you conduct, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your Transaction History is available through the Solum Global App. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.
- 10.4 The loading of Digital Asset to your Digital Asset Wallet and/or any Transaction are subject to limits imposed by Solum Global (as may be amended with or without notice from time to time in Solum Global's sole discretion). Such limits are set out in the Solum Global App but Solum Global may, in its sole discretion, apply different limits to you specifically. We may also require you to submit additional information about yourself (including any person associated with you and your activities), provide records of, and arrange for meetings with Solum Global staff to discuss your loading of Digital Asset to your Digital Asset Wallet or any Transaction you have effected.
- 10.5 Fees and account balances in the Solum Global App are not rounded, however, they may be displayed to you as rounded up or down to the nearest four decimal places.
- 10.6 **Title.**
- 10.6.1 Except as otherwise specifically provided in these T&Cs, as between you and Solum Global, title to the assets in your Digital Asset Wallet shall at all times remain with you and shall not transfer to Solum Global. All such assets are held for your benefit, are not property of Solum Global, and are not subject to claims of Solum Global's creditors. As owner of such assets, you shall bear all risk of loss of such assets as set forth in this Agreement. Except as required by law, or except as provided herein, Solum Global will not sell, transfer, loan, hypothecate, or

otherwise alienate such assets unless instructed by you or except as required by Applicable Law. Notwithstanding the foregoing and anything to the contrary in this Agreement, all such assets are subject to Solum Global's recovery rights as set forth in this Agreement, including but not limited to those set forth in Clause 12.8, and this Clause 10.6 does not abridge, modify, invalidate, supersede, or extinguish any of Solum Global's rights as set forth in Clause 12.8 and elsewhere in this Agreement. Further, you acknowledge that, for the purposes of these T&Cs, Digital Assets of like kind are considered to be fungible assets, and your title to the assets in your Digital Asset Wallet gives you ownership rights in the corresponding amount of each kind of Digital Asset in your Digital Assets Wallet but not necessarily in a specifically-identified or specifically-identifiable token or other representation of such Digital Asset.

- 10.6.2 Solum Global does not make any representation as to the likely treatment of the assets in your Digital Asset Wallets in the event that you, Solum Global, or any third-party custodial service we may use becomes subject to an insolvency proceeding whether in the U.S. or in any other jurisdiction. You explicitly understand and acknowledge that the treatment of such assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict, including but not limited to the total loss of any and all such assets.

#### 10.7 State Specific Disclosures.

- 10.7.1 We prohibit access to our Services in the following jurisdictions: any jurisdiction that is subject to Sanctions by any U.S. governing authorities, and any jurisdiction that we may determine poses an elevated financial risk or legal liability, as we may determine from time to time.

### 11 Intellectual Property.

#### 11.1 Intellectual Property Ownership and Use.

You acknowledge and agree that:

- 11.1.1 the Solum Global trademarks and logos, and any other logos, service marks, product names, and other proprietary indicia used in the Solum Global App, are the property of either Solum Global or third-party licensors (collectively, the “**Trademarks**”);
- 11.1.2 the intellectual property rights in and to the Solum Global App Services, the Solum Global App, and the Site are either owned by us or licensed to us by third-party licensors, and, as between you and us, we are and will remain the sole and exclusive owner of all right, title, and interest in and to the Solum Global App Services, the Solum Global App, the Site, and all intellectual property related thereto

- 11.1.3 other than the license expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks, the Solum Global App, the Site, or the Solum Global App Services; and
- 11.1.4 no part or parts of the Solum Global App may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works, or otherwise used or commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission

## 11.2 Limited License to Use Customer Data.

Subject to these Terms, you hereby grant us a limited, royalty-free, fully paid up, non-exclusive, transferable, and sublicensable license to process the data you provide to us (“**Customer Data**”) in the United States as necessary to provide the Services for your benefit as provided in these Terms for so long as you use our Services.

## 12 Limitation of Services / Termination / Account Closure / Security.

- 12.1 Solum Global may at any time, and without liability to you, terminate, suspend, or limit your use of the Solum Global App Services (including freezing the Digital Assets in your account, freezing or closing your Digital Asset Wallet, refusing to process any transaction, or wholly or partially reversing, cancelling, or voiding any transactions that have been effected) for any reason, including: (a) in the event of any breach by you of these Terms or applicable Annex and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Solum Global suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which Solum Global relies on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) in Solum Global's absolute opinion that an order or transaction has been executed based on an aberrant or erroneous value.
- 12.2 Such suspension, limitation, or termination described herein shall not abridge, suspend, terminate, or otherwise affect your obligations under these Terms and your obligations under these Terms will continue in the event of such suspension or termination described in Clause 12.1 above.
- 12.3 You shall not be entitled to any payment, compensation, or damages from us in relation to any suspension, reversal, or termination of your use of the Solum Global App Services for any reason whatsoever. Any limitation, suspension, or termination of your use of the Solum Global App Services for any reason whatsoever shall not release you from any liability or responsibility on your part that at the time of such limitation, suspension, or termination has already accrued.
- 12.4 Our rights of limitation, suspension, and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, Applicable Law or otherwise).
- 12.5 If you wish to suspend or terminate your access to and use of any of the Solum Global

App Services or close your account, you are required to submit a request to Solum Global in such manner and form and accompanied by such information and supporting documentation as may be required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination.

- 12.6 If, at the time of the submission of your account closure request, your account has any outstanding or ongoing obligations, commitments, or activities, including but not limited to any fixed term loan, deposits, or Lock up or any amount due to Solum Global, you agree that Solum Global shall not be obliged to process such closure request until all such obligations, activities, or commitments have been discharged or expired.
- 12.7 If you have a remaining balance in your account which has been suspended or closed, you are entitled to recover such Digital Assets from your Digital Asset unless we are prohibited by law or a court order to release such Digital Assets, respectively, or where we have reasonable grounds to suspect that such Digital Assets were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions about this Clause, please contact us at [info@Solum Global](mailto:info@Solum Global).

### **13 Customer Feedback, Queries, Complaints.**

If you have any feedback, questions or complaints, please contact us via email at Solum Global or through our live chat available on the Solum Global App. While we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days or longer to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period.

### **14 Disclaimer of Warranty; Limitation of Liability.**

- 14.1 THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, SOLUM GLOBAL DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING TITLE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE SOLUM GLOBAL APP SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, SOLUM GLOBAL DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE SOLUM GLOBAL ATTEMPTS TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

- 14.1.1 RE-SUPPLYING, REPLACING, OR REPAIRING THE RELEVANT SERVICES; OR

- 14.1.2 PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT, OR REPAIRING OF THE RELEVANT SERVICES.
- 14.2 NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOLUM GLOBAL OR ANY OF SOLUM GLOBAL'S REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:
  - 14.2.1 DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING, BUT NOT LIMITED TO, FORCE MAJEURE EVENTS);
  - 14.2.2 ARISING FROM OR IN CONNECTION WITH:
    - 14.2.2.1 ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE, OR FAILURE OF THE SOLUM GLOBAL APP OR SOLUM GLOBAL APP SERVICES;
    - 14.2.2.2 ANY REFUSAL TO PROCESS OR AUTHORIZE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;
    - 14.2.2.3 YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE SOLUM GLOBAL APP, NETWORK, OUR HARDWARE, OR SOFTWARE OR THAT OF ANY THIRD PARTIES;
    - 14.2.2.4 USE OF YOUR ENABLED DEVICE AND THE SOLUM GLOBAL APP SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; OR
    - 14.2.2.5 ANY UNAUTHORIZED OR INELIGIBLE USE OF THE SOLUM GLOBAL APP SERVICES CONTRARY TO THESE TERMS;
  - 14.2.3 DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;
  - 14.2.4 ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN ANNEX, OR THE SERVICES FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST DATA, OTHER INTANGIBLE LOSSES, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
  - 14.2.5 RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

- 14.3 IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES YOU PAID US FOR YOUR USE OF THE RELEVANT SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- 14.4 Solum Global shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment, and instruction of such third-party service providers (but not of any subcontractor or other third party such third-party service provider may use).
- 14.5 Nothing in these Terms shall operate to limit or exclude any liability for fraud, gross negligence, or for death or personal injury resulting from negligence.
- 14.6 AS SET FORTH MORE FULLY IN SECTION 16 BELOW, THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY USER OF THE SOLUM GLOBAL APP SERVICES CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

## **15 Indemnification.**

- 15.1 You agree to indemnify and hold Solum Global and its third-party service providers, each of their respective Affiliates, and each of the foregoing parties' respective shareholders, members, managers, officers, directors, agents, joint venture entities, employees, and representatives, harmless from any first-party or third-party claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any governmental or regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your breach of any of the terms of our third-party service providers; (c) your use of the Solum Global App and/or the Solum Global App Services, including but not limited to Fiat Wallet; (d) any act or omission on your part related to Solum Global, the Solum Global App, and/or the Solum Global App Services, including but not limited to Fiat Wallet; and (e) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

## **16 Dispute Resolution; Binding Arbitration; Class Waiver.**

- 16.1 **Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Solum Global and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.**

- 16.2 **No Representative Actions; Class Waiver.**

You and Solum Global agree that any dispute, including but not limited to disputes arising out of or related



to these Terms or our Services is personal to you and Solum Global and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

### 16.3 Arbitration of Disputes.

Except for small claims disputes in which you or Solum Global seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Solum Global for your account, or disputes in which you or Solum Global seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and Solum Global waive your rights to a jury trial and to have any dispute resolved in court.** These Terms to arbitrate disputes include, but is not limited to, any and all claims for relief and theories of liability between you and Solum Global, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with Solum Global, and/or any interactions between you and Solum Global. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

### 16.4 Notice Requirement.

For any dispute or claim that you have against Solum Global or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact Solum Global and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Solum Global, Inc. by email at [info@Solum.Global](mailto:info@Solum.Global) or by certified mail addressed to 340 Royal Poinciana Way, Palm Beach, Florida 33480. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Solum Global shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and Solum Global cannot reach an agreement to resolve the claim through the Notice process, or if you or Solum Global decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA"), or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than \$30,000, the dispute will be decided on the basis of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of \$30,000 or more, AAA shall designate an arbitrator who maintains his or her primary residence in the State of

Florida. The most recent version of the AAA Rules are available on the AAA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.

**16.5 Applicability of the Federal Arbitration Act and Delegation Provision.**

You and Solum Global agree that these Terms affect interstate commerce and that the enforceability of this Clause 16 will be substantively and procedurally governed by the Federal Arbitration Act, 9U.S.C. § 1, *et seq.* (the “**FAA**”), to the maximum extent permitted by applicable law. You and Solum Global clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, and the existence, scope, validity, and arbitrability of these Terms. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

**16.6 Confidentiality.**

The arbitrator, Solum Global, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

**16.7 Fees; Appellate and Enforcement Jurisdiction.**

You and Solum Global agree that for any arbitration you initiate, you will pay the filing fee and Solum Global will pay the remaining AAA fees and costs. For any arbitration initiated by Solum Global, Solum Global will pay all AAA fees and costs. You and Solum Global agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

**16.8 Governing Law in Arbitration Proceeding.**

The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

**16.9 Limitations Period.**

Any claim arising out of or related to these Terms, an Annex, or the Services must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you and Solum Global will not have the right to assert the claim.

#### **16.10 Right to Opt Out of Binding Arbitration.**

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 340 Royal Poinciana Way, Palm Beach, Florida 33480. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Clause 16.

#### **16.11 Severability.**

If any portion of this Clause 16 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Clause 16 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Clause 16; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Clause 16 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Clause 16 will be enforceable.

#### **16.12 Application of Terms to Disputes.**

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section 16 shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Solum Global App Services.

### **17 Order of Precedence.**

17.1 These Terms shall supersede in their entirety any prior or earlier dated version thereof. Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any prior or earlier dated version thereof, these Terms shall supersede and control in all events. For avoidance of doubt, by accepting these Terms, you agree that these Terms shall apply to all matters pertaining to your use of the Solum Global App Services, whether occurring or arising prior to or after the Effective Date hereof.

17.2 All Annexes are incorporated herein by reference. Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any Annex, such conflict or inconsistency shall be resolved in accordance with Clause 1.2.

## **18 U.S.A. PATRIOT ACT Disclosure.**

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a Federal law, requires all financial institutions to obtain, verify, and record information that identifies each person and each legal entity that opens an account. What this means for you: When you or your firm open an account, we will ask for some basic information that will allow us to identify you. If you are opening an account on behalf of a business entity, documents relating to its formation, existence and authority may also be requested. You agree to provide such information as requested. Further, we hereby make all the same representations and warranties relating to compliance with the USA PATRIOT Act as those made in our Privacy Notice.

## **19 General / Miscellaneous Provisions.**

### **19.1 Amendment and Variation.**

These Terms may from time to time be updated or amended. We will post any such updates on the Solum Global App or Site. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Solum Global App and Site to inform yourself of any such changes. In addition, we may at any time change, add, or remove any feature or functionality of the Solum Global App without prior notice. By continuing to use the Solum Global App and/or the Solum Global App Services after any such change, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Solum Global App. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Solum Global App and/or the Solum Global App Services immediately.

### **19.2 Transfer, Assignment, Delegation.**

These Terms, and any rights and obligations and licenses granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned, or delegated by you to any third party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Solum Global group, or to any successor in interest of any business associated with the Solum Global App Services. Any attempted transfer or assignment in violation hereof shall be null and void.

### **19.3 Severability.**

If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

#### 19.4 Entire Agreement / Translation.

19.4.1 These Terms, including all the addenda hereto, which are incorporated herein by reference, constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

19.4.2 These Terms are set forth in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience, or otherwise) into any other language, the English language text of these Terms shall prevail.

#### 19.5 Waiver.

19.5.1 These Terms shall not be waived in whole or in part except where agreed by all parties in writing.

19.5.2 The delay of enforcement or the non-enforcement of any of the provisions of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms, and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

#### 19.6 Notices & Communications.

19.6.1 By using the Solum Global App Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Solum Global App Services electronically, at our option: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site or Solum Global App. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will be given the option to unsubscribe from receiving any marketing material from us.

19.6.2 Notices to us should be sent electronically to our support system at [info@Solum Global](mailto:info@Solum Global).

#### 19.7 Third-Party Beneficiaries / Rights.

Other than any entities within the Solum Global group, a person who is not a party to these Terms has no right to enforce any of these Terms. Notwithstanding the foregoing or anything herein to the contrary, these Terms shall apply to your heirs, assigns, guardians, agents acting under a valid power of attorney, personal representatives, executors, and other fiduciaries.

## 19.8 Governing Law & Venue.

Any dispute arising from these Terms, an Annex, or your use of the Services, whether brought in arbitration, small claims, or in a state or federal court, will be governed by and construed and enforced in accordance with the laws of the State of Florida except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts sitting in Palm Beach County, Florida. Finally, to the extent permitted by applicable law, in the event that your dispute is adjudicated in court instead of arbitration, you agree to proceed only on an individual basis and not on a consolidated, class wide, or representative basis.

### ADDENDUM 1- DIGITAL ASSET WALLET

- 1 **Top-ups to Your Digital Asset Wallet from an External Wallet.** You may load Digital Asset(s) to your Digital Asset Wallet by effecting a transfer of such Digital Asset from any external wallet to the relevant address for your Digital Asset Wallet, which will be available on the Solum Global App.
  - 1.1 You acknowledge and agree that it is your responsibility to ensure that:
    - 1.1.1 the correct address for your Digital Asset Wallet (as reflected on the Solum Global App) is entered when you effect a transfer of Digital Asset from your external wallet to your Digital Asset Wallet; and
    - 1.1.2 only the Digital Assets that are supported by the Digital Asset Wallet and Digital Wallet address will be transferred to your Digital Asset Wallet.
  - 1.2 You also acknowledge that:
    - 1.2.1 the transfer of any Digital Asset to an incorrect address (i.e. an address other than the correct address for your Digital Asset Wallet); or the transfer of any type of Digital Asset that is not supported by the Digital Asset Wallet will result in the irreversible loss of such Digital Asset.
    - 1.2.2 We shall bear no liability for any such loss of Digital Assets or other value.
  - 1.3 Excluding erroneous transfers, a transfer of Digital Asset to your Digital Asset Wallet is only deemed to be confirmed when the balance of your Digital Asset Wallet (as reflected in the Solum Global App) has been updated to reflect such transfer.
  - 1.4 Solum Global reserves the right to reject any transfer of Digital Asset to your Digital Asset Wallet. In such a scenario, the relevant Digital Asset will not be credited to your Digital Asset Wallet and Solum Global will effect a transfer of the same amount of the relevant Digital Asset, less any applicable fees, back to the address from which it was sent.
- 2 **Digital Asset Transfers.** You may transfer any Digital Asset from your Digital Asset Wallet to a specified external address or to another Solum Global App user via the Solum Global App, with the exception of certain Digital Assets which are not supported in respect of Digital Asset Transfers, as determined by Solum Global at its sole discretion, and subject to change from time to time.
  - 2.1 Solum Global processes all Digital Asset Transfers according to the Instructions received from you and does not guarantee the identity of any recipient. You should verify all transaction information prior to submitting Instructions for a Digital Asset Transfer to

Solum Global as the Digital Asset Transfer may not be canceled or reversed once processed by Solum Global unless Solum Global decides at its sole discretion that the transaction should be canceled or reversed and is technically capable of such cancellation or reversal. You acknowledge that you are responsible for ensuring the accuracy of any Instructions submitted to Solum Global and that any errors may result in the irreversible loss of your Digital Asset.

**2.2** You agree to have sufficient Digital Asset in the Digital Asset Wallet prior to instructing Solum Global to effect any Digital Asset Transfer. If your Digital Asset in your Digital Asset Wallet is not sufficient to cover the amount required for Solum Global to complete the Digital Asset Transfer, Solum Global will not proceed to effect the Digital Asset Transfer and Solum Global is under no obligation to attempt to fulfill your Digital Asset Transfer using an alternative method of transfer. You hereby authorize us to debit your Digital Asset Wallet(s) for the full amount required for Solum Global to complete the Digital Asset Transfer.

**2.3** We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. We are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Assets transferred from your Digital Asset Wallet, or if you have a dispute with such a third party, you should resolve the dispute directly with that third party.

## **ADDENDUM 2 – E-SIGN DISCLOSURE AND CONSENT**

### **1 E-SIGN Consent to Use Electronic Records and Signature.**

1.1 We are legally required to provide you with certain disclosures and information about the use of electronic records and electronic signatures as well as the electronic delivery of disclosures, documents, notices, and other information.

### **2 Electronic Delivery of Disclosures and Notices.**

2.1 The following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”) and related state laws. As part of the application process, including the establishment and ongoing maintenance of your Account, you have the option to receive all required documents and disclosures electronically. In order for you to take advantage of this service, you must first be provided with this E-SIGN Disclosure and Consent document. If, after reading this document carefully, you continue to access and use the Services, that constitutes your affirmative consent to receive disclosures, notices, and other documents and all changes to the disclosures, notices, etc. (“Records and Communications”) electronically.

2.2 Your agreement permits us to communicate with you via email as well as to our general use of electronic records and electronic signatures in connection with the Services. You further agree that your computer or mobile device satisfies the hardware and software requirements specified below and that you have provided us with a current email address to which we may send electronic Records and Communications to you. If you do not consent to receiving Records and Communications or transacting via electronic records or signatures, you should not use the Services.

### **3 Types of Disclosures and Notices That Will be Provided in Electronic Form.**

3.1 You agree that we may provide you with Records and Communications in electronic format. Your consent to receive electronic Records and Communications includes, but is not limited to:

3.1.1 All legal and regulatory disclosures, documentation, contracts, Terms, policies, rules and other communications related to the Services, including updates thereto;

3.1.2 Notices or disclosures about a change in the terms concerning the Services;

3.1.3 Account details, history, transaction receipts, confirmation, and any other Account or transaction information;

3.1.4 Privacy policies and notices;

3.1.5 Other communications that we may include from time to time as part of our products and services.



**4 Providing Records and Communications in Electronic Form.**

**4.1** If you consent, we will provide Records and Communications to you in electronic form by (i) by email and hyperlinks included in emails, (ii) websites, (iii) mobile applications, (iv) mobile websites, or (v) SMS messages (including text messages).

**5 Hardware and Software Requirements.**

**5.1** To receive an electronic copy of Records and Communications, you must have: (1) a personal computer or other device capable of accessing the internet; (2) internet access; (3) a valid email address and mobile device that can receive text messages; (4) a widely-used, recent-generation web browser (for example, Chrome or Internet Explorer); (5) a current version of a program that accurately reads and displays PDF files (such as Adobe Reader 10 or above); (6) a printer, hard drive or other storage capability.

**5.2** Your access to this page verifies that your system/device/software meets these requirements listed above.

**6 Additional Mobile Technology Requirements.**

**6.1** If you are accessing our site and any consents or disclosures electronically via a mobile device (such as a smartphone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save any such consents or disclosures presented to you during the Application process. These applications can be found for most mobile devices in the devices' respective "app store". If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

**7 Your enrollment in electronic services using our equipment.**

**7.1** If you attempt to utilize any of our Services through one of our customer service representatives or using our Site or App, your Application may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this E-SIGN Consent.

**8 How to Withdraw Consent.**

**8.1** You may withdraw your consent to receive Records and Communications in electronic form by contacting us at [info@Solum.Global](mailto:info@Solum.Global). Withdrawing your consent will cancel your agreement to receive Records and Communications in an electronic format related to the Services and may impact your ability to use or access your Account. We reserve the right to cancel services provided to you if you withdraw your consent to receive Records and Communications in electronic form.

**8.2** Any withdrawal of your consent to receive electronic Records and Communications will be effective only after we have a reasonable period of time to process your withdrawal. You will not be charged a fee for withdrawing your consent to receive electronic Records and Communications.

## **9 How to Update Your Information.**

- 9.1 You are responsible to provide us with a true, accurate and complete email address, contact and other information related to this E-SIGN Disclosure and Consent, and to maintain and update promptly any changes in that information. You can update your information through the App and/or Site.

## **10 Requesting Paper Copies.**

- 10.1 We will not send a paper copy of any Records and Communications to you unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your electronic Records and Communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any Records and Communications be mailed to you, contact us at [info@Solum Global](mailto:info@SolumGlobal). Please be sure to state that you are requesting a paper copy of particular Records and Communications. You may be charged a fee for such a request.

## **11 Records and Communications in Writing.**

- 11.1 All Records and Communications in electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this E-SIGN Disclosure and Consent and any other Records and Communications important to you.

## **12 Termination/Changes.**

- 12.1 We reserve the right, in our sole discretion, to discontinue the provision of electronic Records and Communications, or to terminate or change the terms and conditions on which we provide electronic Records and Communications. We will provide you with notice of any such termination or change as required by law.