Monavate OnChain Card

U.S. Terms and Conditions

Updated: September 16, 2026

These Terms and Conditions (this "Agreement") constitute a legal contract between you ("Customer," "you," or "your") and Monavate US Corp, doing business as Monavate OnChain ("Monavate OnChain," "we," "our," or "us"), governing your use of the Monavate OnChain Card and the associated Services. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and retain it for future reference.

1. Definitions

The following terms have the meanings set forth below wherever used in this Agreement:

"Access Code(s)" means your user ID, password, PIN, and any other access code or credential used to access your Card Account or the Services.

"Agreement" means these Terms and Conditions.

"Bank" means Zenus Bank International, Inc., a financial institution licensed and regulated by the Office of the Commissioner of Financial Institutions (OCIF) in Puerto Rico as an International Financial Entity, which sponsors and issues the Card and holds fiat funds associated with Card Accounts.

"Card" means the Monavate OnChain Card, issued in two types: the Custodial Card and the Non-Custodial Card.

"Card Account" means the account associated with your Card, as further described in Section 4.

"Card Dashboard" means the online or in-app dashboard described in Section 3.5 through which you can manage certain Card settings.

"Card Program" means the program established, operated, and administered by the Bank, with the support of the Program Manager, for the issuance, use, maintenance, and servicing of Cards and related accounts in accordance with this Agreement, the Cardholder Agreement, and the Coinme Terms.

"Cardholder Agreement" means the agreement between you and the Bank, issued with the support of the Program Manager, that governs Card issuance, transaction processing, and related liability and dispute-resolution terms.

"Circle" means the regulated financial infrastructure provider described in Section 10.1.

"Co-Branded Partner" means an entity, other than the Bank, the Program Manager, Coinme, or Circle, through which the Card is made available under that entity's own brand, and which determines certain Card program parameters described in this Agreement, including available Supported Networks, Supported Assets, and physical card formats.

"Coinme" means the licensed money transmitter described in Section 10.1.

"Coinme Services" has the meaning set forth in Section 10.2.

"Coinme Terms" means Coinme's Terms of Service and Privacy Policy, described further in Section 10.2.

"Custodial Card" and **"Non-Custodial Card"** have the meanings set forth in Section 3.1.

"Linked Wallet" means the self-custody personal wallet that you link to your Card if you hold a Non-Custodial Card.

"Program Manager" means Connect Fintech Services Inc. ("Connect Financial"), which serves as the program manager for the Card program and provides certain operational and administrative services, including transaction processing, on behalf of the Bank.

"Services" means the services provided by Monavate OnChain as described in this Agreement.

"Shortfall" has the meaning set forth in Section 6.5.

"Supported Assets" has the meaning set forth in Section 5.2.

"Supported Networks" has the meaning set forth in Section 5.1.

2. Relationship to Other Documents and Scope

2.1. Relationship to Other Documents

This Agreement is supplemented by the following additional documents, each of which you will separately receive and must accept in order to participate in the Card Program:

- the Cardholder Agreement between you and the Bank, issued with the support of the Program Manager, which governs Card issuance, transaction processing, your rights in the event of an error or unauthorized transaction, and related liability and dispute-resolution terms; and
- Coinme's Terms of Service and Privacy Policy, which govern the custody, purchase, and conversion of crypto assets held on your behalf for Custodial Cards.

This Agreement covers your relationship with Monavate OnChain and the crypto-specific features of the Card, including Supported Assets, Supported Networks, and Linked Wallets, that are not addressed in the Cardholder Agreement or the Coinme Terms. In the event of a conflict between this Agreement and the Cardholder Agreement or the Coinme Terms: (a) on a matter of Card issuance or Reg E rights, the Cardholder Agreement will control; (b) on a matter of crypto custody or conversion, the Coinme Terms will control; and (c) on any other matter, including the crypto-specific features of the Card described in this Agreement, this Agreement will control.

2.2. Scope

This Agreement applies to your use of the Card only. It does not apply to your use of any third-party wallet software, which is subject to separate terms and conditions provided by that specific wallet software creator.

3. The Monavate OnChain Card

3.1. Card Programs

Monavate OnChain offers two distinct Card types: the "Custodial Card" and the "Non-Custodial Card." Under the Custodial Card program, you spend value from crypto assets that you deposit with, and that are held on your behalf by, Coinme. Under the Non-Custodial Card program, you spend value accessible through your Linked Wallet.

3.2. Card Network

The Card is a debit card issued by the Bank on the Visa network, which can be used for online or in-store purchases at merchants who accept Visa payment cards as a form of payment.

3.3. No Credit or Overdraft Features

The Card is not a credit card. The Card is not a gift card. The value maintained in your Linked Wallet (for Non-Custodial Cards) or held by Coinme on your behalf (for Custodial Cards) will not expire, regardless of the expiration date on the front of your Card. There are no overdraft or credit features associated or available in connection with the Card, including any such features that are extended because of insufficient funds. Monavate OnChain is not a bank and does not hold custody of funds or crypto assets on your behalf. The Bank is not an FDIC-insured depository institution, and fiat funds held at the Bank are not insured by the FDIC. Crypto assets are not deposits and are not insured by the FDIC, NCUA, SIPC, or any other governmental agency. Information about how your funds and crypto assets are held, and whether any deposit insurance or similar protections apply, is set forth in the Bank's own account disclosures and in the Coinme Terms, which you must separately review and accept before accessing the Card Program.

3.4. Program Structure

The Card Program is made available through arrangements among Monavate OnChain, the Bank, Coinme, and the Program Manager. We are responsible for your onboarding, account management, and customer service in connection with your Card, and rely on certain third-party service providers with respect to the Card program, as further described in Section 10. For Custodial Cards, crypto assets you deposit are held in custody by Coinme, a licensed money transmitter. For Non-Custodial Cards, you maintain control of assets in your Linked Wallet.

3.5. Card Formats

Whether the Card is available as a physical card, and if so in which format, is determined by our Co-Branded Partners; the Card is always available as a virtual card. Physical cards are issued either as a standard plastic card or, for eligible cardholders, as a metal card. The virtual card is accessible when you log in to your account through the Monavate OnChain mobile application or a web browser and access the Monavate OnChain Card Dashboard. The Card Dashboard displays your virtual card details and allows you to manage certain Card settings, such as your PIN and connections to external wallets. Metal cards are available only if a Co-Branded Partner offers a premium subscription tier; the terms of that subscription are set forth in the applicable "Metal Tier Subscription Terms" provided by that Co-Branded Partner.

4. Opening an Account

4.1. Eligibility

You represent and warrant that you are at least 18 years of age, that you are capable of entering into a legally binding agreement, and that you reside in the United States. Your right to use the Card and the Services is conditioned upon your acceptance and compliance with this Agreement, the Cardholder Agreement, the Coinme Terms (for Custodial Cards), any other terms and conditions applicable to the Services provided under the Card Program, or provided by one or more Co-Branded Partners (such as the Metal Tier Subscription Terms, where applicable), and successfully completing the customer onboarding process described below.

4.2. Onboarding

For Non-Custodial Cards, you must have a digital wallet, which will serve as your Linked Wallet, to open a Card Account and obtain a Card. For Custodial Cards, you will first open a Card Account with Monavate

OnChain, and during the onboarding process for such Card Account, you must establish your own account directly with Coinme in accordance with the Coinme Terms, which will hold your crypto assets in custody on your behalf. To learn how to obtain a digital wallet and to enter the onboarding flow administered by us, please visit www.monavateonchain.com and select a wallet from one of our Co-Branded Partners. The onboarding flow involves an identity verification process, as described below.

4.3. Identity Verification

Federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. When you apply for a Card, we will ask you to provide certain identifying information, including your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask that you provide a copy of a government-issued photo identification document (such as a driver's license or passport) or other documentation bearing your photo as verification of your identity. By participating in the Card Program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may refuse to complete your onboarding, suspend, or cancel your Card. In addition, crypto assets and funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to reject transactions that may involve any such crypto assets or funds.

4.4. Privacy

We process your personal information and share it in accordance with our Privacy Policy located at https:www.monavateonchain.com/privacy/us.

4.5 Card Issuance and the Cardholder Agreement

Once your identity has been verified, you will need to accept the Cardholder Agreement with the Bank, the Card sponsor and issuer, which sets out your rights and Card issuance terms. Once you have been approved for a Card Account, you may begin using the Card as set out in Section 6. For Non-Custodial Cards, you must first link your Linked Wallet to your Card Account before you can begin using the Card. For Custodial Cards, you will fund your account with Coinme, which will hold your crypto assets in custody on your behalf. Where available, you may also deposit funds via ACH in accordance with the Cardholder Agreement. Your Card Account includes a bank account with the Bank that will be used to process Card transactions. Information about any deposit insurance or similar protections applicable to your Card Account is set forth in the Bank’s own account disclosures.

5. Card Setup and Management

5.1. Supported Networks

The Card program is intended to support multiple blockchain networks on which Supported Assets may be held or transferred (the "Supported Networks"). A list of Supported Networks is provided by each Co-Branded Partner You must ensure that the Supported Network you intend to use for Card transactions is an enabled network in your Linked Wallet (for Non-Custodial Cards) or is supported for assets held by Coinme (for Custodial Cards). Transfers made using an unsupported network may be delayed, rejected, or permanently lost and may not be recoverable by Monavate onChain or its service providers.

5.2. Supported Assets

The crypto assets that may be used to make purchases with the Card (the "Supported Assets") may be designated by our Co-Branded Partners based upon the functionality of the Linked Wallet. In order to make purchases with the Card, you must maintain a balance of one or more Supported Assets. For Non-Custodial Cards, these assets on a Supported Network must be credited to your Linked Wallet. For Custodial Cards, these assets must be deposited directly with Coinme, which holds them in custody on your behalf. The amount available for you to spend increases or decreases as your balance of Supported Assets changes, subject to any spending limit you have set, and any transaction limits set forth in the Cardholder Agreement. Supported Assets may be volatile, may lose value rapidly or entirely, and may cease to be supported at any time subject to applicable law and required notice, if any.

5.3. Spending Limit

You may set a limit on the value of Supported Assets that may be used in connection with Card purchases. For Non-Custodial Cards, this limit applies to assets transferred from your Linked Wallet. For Custodial Cards, this limit applies to assets held by Coinme on your behalf. You may adjust this limit at any time using the tools accessible through the Card Dashboard. You will not be able to use the Card to make purchases or cash withdrawals that exceed the spending limit you have set at the time of the transaction. In addition to the spending limit that you set, there may be additional transaction limits set forth in the Cardholder Agreement or by the Program Manager in its sole discretion.

5.4. Card Management

The Card Dashboard allows you to freeze your Card, manage your spending limit, add and remove approved accounts, add your virtual card to your digital wallet, view and download your transaction history, and manage your spending preferences. For more information regarding these Card management features, please see our Frequently Asked Questions page.

Where applicable, during initial Card setup within the Card Dashboard, you will be prompted to bridge assets to a Supported Network (for Non-Custodial Cards) or deposit Supported Assets (for Custodial Cards) and to set a spending limit. Blockchain transactions, including bridging transactions, may be irreversible and may be subject to network fees, congestion, delays, smart-contract risks, forks, protocol changes, outages, or other conditions outside our control. You are responsible for confirming the Supported Network, Supported Asset, destination, and transaction details before authorizing an on-chain transaction. Monavate onChain generally cannot reverse or recover an on-chain transaction after it has been submitted to the applicable blockchain network. For instructions on bridging assets to a Supported Network and setting a spending limit, please see our Frequently Asked Questions page.

5.5 Bridging Assets

Blockchain transactions you initiate through the Card Dashboard to bridge assets between Supported Networks, as described in Section 5.4, may be irreversible and may be subject to network fees, congestion, delays, smart-contract risk, forks, protocol changes, outages, or other conditions outside our control. You are responsible for confirming the Supported Network, Supported Asset, destination, and transaction details before authorizing a bridging transaction. We may attempt to assist with a correction if a bridging transaction is submitted in error, but we do not guarantee that any such attempt will be successful, and we will have no liability for a bridging transaction once it has been submitted to the applicable blockchain network.

6. Using the Card

6.1. General

Once onboarding and setup are complete, you may begin using your Card to make purchases wherever Visa is accepted. You may use your Card details directly online and you may add your Card to digital wallets such as Apple Pay or Google Wallet. These Card details are accessible in the Card Dashboard. Transaction limits, authorization holds, recurring transactions, international transaction fees, returns and refunds, and your rights in the event of an unauthorized transaction or transaction error are set forth in the Cardholder Agreement and are not restated here.

6.2. Purchases

When you initiate a purchase transaction using your Card, you instruct and authorize Coinme and the other applicable service providers participating in the Card Program transaction flow to transfer and convert Supported Assets with a value sufficient to fund the purchase transaction and applicable fees. For Non-Custodial Cards, the transaction may cause a smart contract, wallet permission, network function, or other authorization associated with your Linked Wallet to transfer Supported Assets from your Linked Wallet for conversion. For Custodial Cards, Coinme will convert Supported Assets held by Coinme on your behalf. The amount of Supported Assets transferred or converted may reflect the applicable conversion rate, spread, fees, network costs, and any authorization or settlement adjustment disclosed to you in the Card Dashboard, applicable Schedule of Fees and Charges, or Coinme Terms. The resulting fiat is deposited into your Card Account maintained with the Bank and used to process the Card transaction. Monavate onChain facilitates access to these transaction flows but does not itself take custody of or convert your Supported Assets. Once an on-chain transfer or conversion has been initiated, it generally cannot be canceled or reversed, even if the related Card transaction is later reversed, refunded, or disputed, except as provided in the Cardholder Agreement or applicable law.

6.3. PIN and Cash Withdrawals

In order to make a cash withdrawal or a PIN point-of-sale purchase using your Card, you will need a Personal Identification Number ("PIN"), which will be issued to you, or which you may create, in connection with your Card. You must keep your PIN confidential. If you believe your PIN has been compromised, contact us immediately using the information set forth in Section 11, and follow the lost or stolen card procedures set forth in the Cardholder Agreement.

6.4. Insufficient Funds or Assets

If you attempt to make a purchase or cash withdrawal using the Card for an amount that exceeds the value of your available Supported Assets, the attempted purchase or cash withdrawal will be declined.

6.5. Shortfalls

A Shortfall may occur, for example, because of a change in the value of a Supported Asset, conversion rate, fees, or the final settlement amount between authorization and settlement. After providing notice of the Shortfall, the applicable service provider may, to the extent permitted by the wallet authorization and applicable law, transfer or deduct Supported Assets sufficient to satisfy the Shortfall during the applicable settlement period and for 30 days thereafter. Any such transfer or deduction will use the conversion methodology then applicable under Section 6.2. You remain responsible for any unpaid Shortfall, but nothing in this Section authorizes Monavate onChain to obtain access to your private keys or to exercise authority over assets in a Linked Wallet beyond the wallet permissions you have affirmatively granted.

6.6. Expiration of Card

Your Card will expire on the date indicated on the back of your Card or in the Card details accessible through the Card Dashboard. We will aim to send you a new Card prior to your Card expiring and may ask you to confirm your contact information or other personal information before doing so.

6.7. Card Cancellation and Suspension

We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions, subject to and consistent with the cancellation and suspension terms set forth in the Cardholder Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. No waiver or delay by us in enforcing any right under this Agreement will constitute a waiver of that right.

6.8. Closing Card and Ending Agreement

If your Card or Card Account is closed, in addition to the account-closure terms set forth in the Cardholder Agreement, for Custodial Cards, you may request that any remaining crypto assets held by Coinme on your behalf be converted to fiat and included in your final payment, or transferred to an external wallet address you provide, subject to applicable fees and the Coinme Terms. For Non-Custodial Cards, any assets remaining in your Linked Wallet will remain under your control in your self-custody wallet. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

7. Prohibited Transactions

You may not use your Card to engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities, or any “Prohibited Transactions” as defined by our banking partner, including:

- Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
- Restricted Financial Services: Check cashing, bail bonds; collections agencies.
- Intellectual Property or Proprietary Rights Infringement: Purchases of counterfeit music, movies, software, or other licensed materials sold without the appropriate authorization from the rights holder.
- Counterfeit or Unauthorized Goods: Purchases of counterfeit or unauthorized brand name or designer products or services; purchase or sale of goods or services that are illegally imported or exported or which are stolen.
- Regulated Products and Services: Marijuana dispensaries and related businesses; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
- Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features.
- Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs.

- Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

8. Rewards Programs

We may establish rewards programs at any time. Any such rewards programs will be subject to their own terms and conditions that will be communicated to you as required by applicable law. Any such terms and conditions will be incorporated herein by reference and will supplement this Agreement.

9. Fees

Fees relating to the issuance and general use of your Card (such as ATM and foreign transaction fees) are set forth in the Cardholder Agreement and the applicable "Schedule of Fees and Charges." This Section covers fees specific to Monavate OnChain's own services, including crypto conversion and any premium subscription fees. Applicable fees will be disclosed in the Card Dashboard, Schedule of Fees and Charges, Coinme Terms, or other applicable disclosure before or at the time required by law. Where a fee is payable in Supported Assets, the applicable service provider may transfer or deduct Supported Assets sufficient to pay that fee in accordance with the authorization you have granted and the applicable third-party terms.You agree to pay all fees associated with the Card and the Services. We may from time to time amend our fee schedule, at our sole discretion as set forth in Section 14.1.

10. Third Party Service Providers

10.1. Overview

Monavate OnChain provides the technology, onboarding, account-management, customer-service, and other Services described in this Agreement. Monavate onChain does not itself issue the Card, hold fiat funds associated with the Card Account, take custody of Supported Assets, or perform the regulated conversion of Supported Assets to fiat. Those functions are performed by the Bank, Coinme, the Program Manager, and other applicable third-party service providers as described below and in their respective terms. Card transactions and related regulated financial-services activities are processed through those third-party providers in accordance with the Cardholder Agreement, Coinme Terms, and applicable law.

We have collaborated with several third-party service providers with respect to the Card program. They include:

- **The Bank**, Zenus Bank International, Inc., a financial institution licensed and regulated by the Office of the Commissioner of Financial Institutions (OCIF) in Puerto Rico as an International Financial Entity, which has established the Program, acts as the Card sponsor and issuer, and holds fiat funds associated with Card Accounts.
- **The Program Manager**, Connect Fintech Services Inc., which serves as the program manager for the Card program and provides certain operational and administrative services, including transaction processing, on behalf of the Bank.
- **Coinme**, a licensed money transmitter that serves as the crypto custodian for Custodial Cards and facilitates the conversion of Supported Assets to fiat in connection with processing Card transactions. For Non-Custodial Cards, Coinme facilitates the conversion to fiat of Supported Assets transferred from Linked Wallets. For Custodial Cards, Coinme holds crypto assets on your behalf in custody.

- **Circle**, a regulated financial infrastructure provider that receives USDC as part of certain designated Program flows and facilitates the settlement and management of USDC within those flows.

Your use of the Card is subject to separate terms and conditions applicable to the services provided by these third parties, including the Cardholder Agreement (Bank and Program Manager) and the Coinme Terms.

In connection with your use of the Card, you must agree to the Coinme Terms, currently available at https://help.coinme.com/en/articles/9039676-terms-of-service and https://help.coinme.com/en/articles/9039704-privacy-policy. The onboarding process described in Section 4 includes a requirement that you read and acknowledge your acceptance of the Coinme Terms.

10.2. Coinme Terms of Service

As part of the Services, you may have access to services or products (collectively, the "Coinme Services") offered by Coinme Inc. or one of its affiliates. By accessing or using the Coinme Services, you specifically acknowledge and agree (a) to be bound by and comply with the Coinme Terms and such other terms which Coinme designates as terms and conditions for the Coinme Services, (b) that to the extent of any conflict between the Coinme Terms and the other terms and conditions in this Agreement, the Coinme Terms shall apply with respect to your use of the Coinme Services, (c) that Coinme does not have any responsibility or liability related to compliance or non-compliance by Monavate OnChain or you (or any other user) under these terms or the Coinme Terms, and (d) that Coinme's own liability to you, and the limitations and disclaimers applicable to your Custodial Card assets (including that they are not insured by the FDIC, NCUA, SIPC, or any other governmental agency), are governed exclusively by the Coinme Terms and not by this Agreement. Additional disclaimers, limitations of liability, and indemnification obligations applicable to your use of the Coinme Services are set forth in the Coinme Terms.

11. Keeping Your Card Safe

11.1. Security Measures

In addition to the lost, stolen, or compromised card procedures set forth in the Cardholder Agreement, you must take reasonable measures to prevent unauthorized access to or use of your Card and related information, including your Access Code(s) and PIN. To help keep your Card and Card information secure, you agree to:

- keep your Card, Card number, CVV, login credentials, PIN, and other security features used to access your account confidential;
- refrain from sharing your security credentials with any other person, and not permit any other person to use your Card or the Services;
- maintain reasonable security protections on your devices, including at least one form of access protection, such as a password or biometric lock;
- keep the operating systems and software on your devices up to date and free of unauthorized or malicious software;
- regularly review the transaction history in your Card Dashboard to confirm that it reflects your activity;
- remain informed about common fraud schemes, such as phishing; and
- promptly report any irregularities to us.

11.2. How to Notify Us if There Is a Problem

If you lose the security credentials used to access your Card or your Card details or if they are stolen, or you suspect that the Card has been used by someone other than you, you must tell us immediately by

contacting us at support@monavateonchain.com and also follow the notification procedures set forth in the Cardholder Agreement.

If possible, you must also log into your Card Dashboard and freeze use of your Card.

We may require you to provide certain information in writing regarding your security credentials and/or your Card being lost, stolen, or misused, and you must assist us with any such efforts.

11.3. How We Will Contact You if There Is a Problem

If we suspect an issue with your Card, such as fraud or a security threat, we may attempt to contact you using the contact methods on file with us. For this reason, you must maintain a current phone number and email address associated with your Card Account so that we can reach you, including by text message.

12. Limitation of Liability and Disclaimers

This Section applies solely to claims relating to Monavate OnChain's own services under this Agreement, including your onboarding, account management, the Monavate OnChain mobile application and dashboard, and our customer service. It does not apply to, limit, or modify the liability of the Bank or the Program Manager under the Cardholder Agreement, or the liability of Coinme under the Coinme Terms.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MONAVATE ONCHAIN, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF MONAVATE ONCHAIN'S OWN SERVICES OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MONAVATE ONCHAIN HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MONAVATE ONCHAIN'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS SERVICES OR THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE FEES, IF ANY, PAID BY YOU DIRECTLY TO MONAVATE ONCHAIN FOR THE SERVICES DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) $100., THESE LIMITATIONS DO NOT APPLY TO THE EXTENT A FINAL JUDICIAL DETERMINATION FINDS THAT SUCH DAMAGES WERE A RESULT OF MONAVATE ONCHAIN'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

13. Dispute Resolution and Arbitration

This Section applies solely to disputes relating to Monavate OnChain's own services under this Agreement, and does not apply to disputes relating to Card issuance or Bank-regulated matters (which are subject to the dispute resolution terms in the Cardholder Agreement) or disputes relating to crypto custody or conversion (which are subject to the dispute resolution terms in the Coinme Terms). If a dispute could be brought under more than one of these agreements, the agreement whose subject matter predominantly gives rise to the

claim will govern its resolution. If you are already arbitrating or litigating a claim against the Bank, the Program Manager, or Coinme arising from the same operative facts, we will not require you to separately arbitrate a related claim against us under this Section arising from those same facts; you may instead raise that claim in the existing proceeding to the extent the presiding arbitrator or court permits, or bring it against us afterward, in which case any applicable time limit for bringing that claim against us will be paused for as long as the other proceeding is pending.

In the event that there is a dispute, claim or controversy against Monavate OnChain arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property, will be determined by an arbitration in Wilmington, Delaware before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, which can be accessed here: https://www.adr.org/sites/default/files/Consumer%20Rules.pdf. The arbitrator will apply the substantive law of the State of Delaware, exclusive of its conflict or choice of law rules.

Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

a. Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

c. Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

d. Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Delaware. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Wilmington, Delaware. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review.

e. Fees: Unless otherwise prohibited by the AAA Consumer Aribtration Rules, each party will advance one-half (1/2) of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any

arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. Conflict of Rules: If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

h. Opt-Out Right: You may opt out of this agreement to arbitrate by sending written notice to info@monavateonchain.com within 30 days after you first accept this Agreement. Your notice must include your name, the email address associated with your Card Account, and an unequivocal statement that you wish to opt out of arbitration. Opting out of arbitration will not affect the other terms of this Agreement or your eligibility to use the Card, and neither party will be required to arbitrate disputes covered by a timely and valid opt-out notice.

14. Miscellaneous

14.1. Changes to the Agreement

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice.

14.2. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to or application of conflicts of laws rules or principles. This governing-law clause applies only to this Agreement and does not affect the governing-law provisions of the Cardholder Agreement or the Coinme Terms, each of which governs itself.

14.3. Assignment

We may assign or transfer any of our rights or obligations under this Agreement without your prior consent to any other person or business, provided that person or business continues to meet the obligations to you set out in this Agreement. You may not assign or transfer any of your rights or obligations under this Agreement.