

Cybrid Combined User Agreement

including,

Acceptable Use Policy,
Cryptocurrencies Terms and Conditions,
Consent to Receive Electronic Disclosures,
Privacy Policy

User Agreement

Effective as of March 15, 2023

This user agreement is a contract between you and Cybrid, Inc. (“Cybrid”, “we”, or “us”) governing your use of your Cybrid account and the Services. For purposes of this Agreement, the “Services” include, without limitation, the maintenance of your Cybrid account and any conversion of U.S. dollars into and from approved cryptocurrencies and the storage and execution of transactions in pre-approved cryptocurrencies. You must be at least eighteen (18) years of old and a U.S. resident and have a U.S. bank account to use the services. You agree to comply with all of the terms and conditions in this user agreement at all times. The terms include an agreement to resolve disputes by arbitration on an individual basis.

You also agree to comply with the following policies and agreements which are attached as exhibits and incorporated into this User Agreement:

- Acceptable Use Policy ([Exhibit A](#))
- Cryptocurrencies Terms and Conditions ([Exhibit B](#))
- Consent to Receive Electronic Disclosures ([Exhibit C](#))

You also acknowledge receipt of the Cybrid Privacy Policy which is attached as [Exhibit D](#) to this User Agreement.

We may revise this user agreement and any of the policies and agreements listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will provide notice to you of at least 21 days. We reserve the right to amend this agreement at any time without notice, subject to applicable law. By continuing to use our services after any changes to this user agreement become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your account.

Opening a Cybrid Account

We offer accounts for two types of purposes: personal accounts and approved business accounts. You may only have one personal account. To create a personal account, you must be a resident of the United States or one of its territories, be at least 18 years old or the age of majority in your state of residence and use a cellular/wireless telephone number that you own. Your Cybrid account is a personal account unless you have received our express written approval to open a business account.

Closing Your Cybrid Account

You may close your account and terminate your relationship with us without cost, but you will remain liable for all obligations related to your Cybrid account even after the Cybrid account is closed. Any incomplete transactions or transfers must be completed or canceled and you must transfer any money out of your Cybrid account before closing it.

In certain cases, you may not close your Cybrid account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If you owe amounts to us.
- If your Cybrid account is subject to a hold, limitation or reserve.

Link or Unlink a Payment Method

You can link or unlink a U.S. bank account to your Cybrid account. It is your sole responsibility to ensure that we have accurate information pertaining to any linked bank accounts at all times. The failure to satisfy this responsibility may result in delays or rejections of any transactions to any linked bank accounts.

Using Funds in Your Cybrid Account

To hold a Cybrid balance and to utilize the Services, we must verify the required identifying information you provide to us. The required identifying information is:

- For a personal account or a business profile of an unincorporated business/sole proprietorship: name, physical address, date of birth, and social security or taxpayer identification number; or equivalent government identification accepted by Cybrid's KYC process
- For a business profile of any other type of business legal entity: business name, business address, certificate of incorporation, taxpayer identification number, proof of business existence, and additional information about the business including, but not limited to, beneficial owners, shareholders or directors registry, and financial information.

Until you verify the required identifying information, you will not be able to transfer funds in or out of your Cybrid account.

Receiving Money into Your Cybrid Account

If we have verified the required identifying information that you provide to us, Cybrid may offer you the ability to add money to your Cybrid balance from a linked bank account, subject to applicable fees from

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your bank and our banking partners. With respect to such bank accounts that are linked to your Cybrid account, you represent that such bank accounts are titled in your name and that you have full authorization to transfer funds from such bank accounts into your Cybrid account.

Funds transferred from your bank account could be delayed for a variety of reasons. For instance, fund transfers may be delayed for several days in the event of a federal or bank holiday. You may review your periodic statements or transaction history by logging into the Cybrid service via our Partner's application to verify that each account transfer has been received.

Funds added to your Cybrid account are transferred to and held by one or more banks that are expected to be insured by the Federal Deposit Insurance Corporation (FDIC) that we choose in our discretion ("Program Banks") where they may be eligible for FDIC pass-through insurance. We reserve the right to accept, reject or limit bank transfers in our sole and absolute discretion.

Holding Money in Your Cybrid Account

Unless otherwise expressly stated, all references to "funds" in these terms and conditions mean money denominated in U.S. dollars and not cryptocurrency or any other form of asset.

If your Cybrid account is eligible for FDIC pass-through insurance, we will hold these funds as your agent and custodian, and you will be the ultimate beneficial owner of the funds. We will deposit your funds into one or more custodial accounts we maintain for the benefit of eligible Cybrid account holders at one or more Program Banks. Cybrid customer funds in these custodial accounts may be eligible for some level of pass-through FDIC insurance coverage. Note that the FDIC insurance maximum applies to the aggregate of all funds on the Cybrid platform. If the total aggregate balance at any bank exceeds FDIC insurance limits, the amount in excess of those limits could be lost if the bank fails. FDIC pass-through insurance does not protect you against the failure of Cybrid.

When we provide immediate or early credit of funds sent to your Cybrid account, there might be a delay between the time that funds are credited and when we actually transfer those funds to one of the custodial accounts. That amount might not be eligible for FDIC pass-through insurance in your name during this period, but we will still hold the funds as your agent and custodian in investments authorized by our state regulators. FDIC pass-through insurance coverage is contingent upon our maintaining accurate records and on both us and the Program Bank in which the funds are deposited otherwise complying with requirements in FDIC regulations. The determinations of whether these requirements have been satisfied and whether you are eligible for FDIC pass-through insurance coverage will be made by the FDIC at the time that a Program Bank holding a custodial account fails. You will not receive any interest or other return on funds held in these custodial accounts and you agree that any earnings on

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funds in a custodial account belong to us, and we may be compensated for placing your funds in a custodial account.

Your eligibility for FDIC pass-through insurance only applies to U.S. dollar funds held in your eligible Cybrid account balance and placed by Cybrid in a Program Bank on your behalf. It does not apply to any amounts held in cryptocurrencies. You can also use your Cybrid account to hold certain cryptocurrencies if eligible. Cryptocurrency eligibility and other specific terms and conditions can be found in the Cybrid Cryptocurrencies Terms and Conditions attached as [Exhibit B](#).

Transferring Money out of Your Cybrid Account

Money in your Cybrid account may be transferred out of Cybrid by transferring it via standard transfer to a bank account linked to your Cybrid account.

We may set limits on your bank transfers. There are no fees applicable to transferring money out of your Cybrid account. Fees and limits may change from time to time in our sole discretion.

Bank transfer reviews

We review account and transaction activity at various times, including when bank transfers are initiated. This review checks for, among other things, suspicious or illegal activity, and whether your account activity and the activity of users with whom you've transacted comply with this agreement. In connection with our review process, you may be required to provide us with additional information and/or documentation to verify your identity. We may limit your account and your access to money in it or that is sent to you until verification is completed.

Reviews may result in:

- delayed, blocked or canceled transfers;
- money or payments being held by us;
- money or payments being applied to amounts you owe to us or used to offset loss incurred by us;
- account limitation, suspension or termination;
- money or payments being seized to comply with a court order, warrant or other legal process; and/or
- money or payments you previously received being reversed.

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Among other reasons, we may take the above actions if you knowingly or unknowingly were a participant in a payment that was made from a compromised bank account.

Account Statements

You have the right to receive an account statement showing your Cybrid account activity. You may view your Cybrid account statement by logging into your Cybrid account Cybrid's Partner application.

Restricted Activities

In connection with your use of the Services or your Cybrid account or in the course of your interactions with us or third parties, you must not:

- Breach this user agreement (or any policies or agreements incorporated herein) or any other agreement between you and us;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Create or control more than one personal account for yourself without our express authorization, through, among other methods, using a name that is not yours, using a temporary email address or phone number, or providing any other falsified personal information;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent money or payments for advertising, marketing, or otherwise on an unsolicited and unauthorized basis;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive money from both us and the recipient or bank for the same transaction;
- Control an account that is linked to another Cybrid account that has engaged in any of these restricted activities;
- Use the Services in a manner that results in or may result in:
 - Complaints;
 - disputes; or
 - claims, reversals, chargebacks, fees, fines, penalties or other liability or losses to Cybrid or Cybrid, other customers, third parties or you;
- Have any amounts owed to us;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or the Services;
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with,

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surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or Services;

- Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers;
- Interfere or disrupt or attempt to interfere with or disrupt our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services or other users' use of any of the Services;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers;
- Use the Services to make excessive or unexplainable transactions;
- Circumvent any of our policies or determinations about your Cybrid account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: (a) attempting to open new or additional Cybrid account(s) when you have amounts owed to us or when your Cybrid account has been restricted, suspended or otherwise limited; (b) opening new or additional Cybrid accounts using information that is not your own (e.g. name, address, email address, etc.); or (c) using someone else's Cybrid account; or
- Harass and/or threaten our employees, agents, or other users.

Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any restricted activities, we may take a number of actions to protect ourselves, our customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- Terminate this user agreement, limit your Cybrid and/or Cybrid account, and/or close or suspend your Cybrid and/or Cybrid account immediately and without penalty to us;
- Refuse to provide the Cybrid or Services to you in the future;

Limit your access to our websites, software, systems (including any networks and servers used to provide any of the Cybrid or Services) operated by us or on our behalf, your Cybrid or Cybrid account or any of the Cybrid or Services, including limiting your ability to pay or send money with any of the payment methods linked to your Cybrid or Cybrid account, restricting your ability to send money or make bank transfers;

- Hold money in your Cybrid account for up to 180 days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy;
- Update inaccurate information you provided us;
- Take legal action against you; or
- If you've violated our Acceptable Use Policy, then you're also responsible for damages to us caused by your violation of this policy.

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If we close your Cybrid account or terminate your use of the Services for any reason, we'll provide you with notice of our actions and make any unrestricted money held in your Cybrid account or that has been sent to you available for bank transfers.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us, any customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the Services. For example, if you send a payment funded by your bank account and your bank informs us you do not have sufficient funds to cover the payment, you may be liable for the payment. Similarly, if you receive a payment and the payment is disputed, you may be liable for the payment.

Holds and Limitations

What are holds and limitations?

Under certain circumstances, in order to protect Cybrid and the security and integrity of the network that uses the Services, Cybrid may, in its sole discretion, take account-level or transaction-level actions. A hold may be placed on your Cybrid account, including any associated business or charity profile.

Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of Cybrid, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your Cybrid account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

Holds

A hold is an action that Cybrid may take under certain circumstances either at the transaction level or the account level. When Cybrid places a temporary hold on a transaction, the money is not available to either the sender or the recipient. Cybrid reviews many factors before placing a hold on a transaction, including: account tenure, transaction activity, and past disputes.

Holds based on Cybrid's risk decisions

We may place a hold on transactions involving your Cybrid account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your Cybrid account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a hold based on a number of factors, including information available to us from both internal sources and third parties.

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Risk-based holds may remain in place for up to 180 days from the date the transaction was made. We may release the hold earlier under certain circumstances, but any earlier release is at our sole discretion.

Account Limitations

Limitations may be placed on your account to help protect Cybrid and Cybrid users when we notice restricted activities or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping your Cybrid account open.

There are several reasons why your Cybrid account could be limited, including:

- If we suspect someone could be using your Cybrid account without your knowledge, we'll limit it for your protection and look into the unusual activity.
- If another financial institution alerts us that someone has used one of your linked payment methods without permission.
- In order to comply with the law.
- If we reasonably believe you have breached this agreement or violated the Acceptable Use Policy or Content Standards.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect us, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

Court Orders, Regulatory Requirements or Other Legal Process

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Cybrid account, placing a hold or limitation on your Cybrid account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your Cybrid account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

Error Resolution

What is an error?

An "error" means the following:

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- When money is either incorrectly taken from your Cybrid account or incorrectly placed into your Cybrid account, or when a transaction is incorrectly recorded in your Cybrid account.
- You send a payment and the incorrect amount is debited from your Cybrid account.

An incorrect amount is credited to your Cybrid account.

- A transaction is missing from or not properly identified in your Cybrid account statement.
- We make a computational or mathematical error related to your Cybrid account.

What is not considered an error?

The following are NOT considered errors:

- If you give someone access to your Cybrid account (by giving them your login information) and they use your Cybrid account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals and Chargebacks.
- You request a receipt or periodic statement documents that we are required to provide to you.
- Routine inquiries about money in your Cybrid account or the status of a pending transfer to or from your Cybrid account, unless you expressly notify us of an error in connection with the transfer.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

Processing Errors

We will rectify any processing error that we discover. If the error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your Cybrid account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your Cybrid account for the difference between what you actually received and what you should have received.

Processing errors are not:

- Delays that result from us applying holds or limitations.
- Delays based on a payment review or bank transfer review.
- Your errors in making a transaction (for example, mistyping an amount of money that you are sending).

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- Unavailability from downstream providers, networks, or software that is required to successfully process transactions

Communications Between You and Us

You agree that your mobile phone number or email address may be used by Cybrid, including our affiliates, to contact you in order to: (i) service your Cybrid branded accounts, (ii) investigate or prevent fraud, or (iii) collect a debt.

The frequency of messages may vary, and standard telephone minute and text charges may apply. Neither we nor your phone carriers are liable for delayed or undelivered messages. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

We may share your mobile phone number or email address with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number or email address with third parties for their own purposes without your consent.

We may communicate with you about your Cybrid account and the Services electronically as described in our Consent to Receive Electronic Disclosures, which are attached as [Exhibit C](#). You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, 3 Business Days after we send it.

You understand and agree that, to the extent permitted by law, we may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that while your communications with us may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by us, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Our Rights

Our suspension and termination rights

We, in our sole discretion, reserve the right to suspend or terminate this user agreement, access to or use of our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services for any reason and at any time

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upon notice to you and, upon termination of this user agreement, the payment to you of any unrestricted money being held for you.

Security interest

As security for the performance of your obligations under this user agreement, you grant to us a lien on, and security interest in and to, money in your Cybrid account and any other funds held in our possession.

Amounts owed to us

We may deduct amounts owed to us, in whole or in part, from money that is sent to your Cybrid account later, either by you or from payments sent to you. While you owe amounts to us, we may:

- reverse payments you have sent;
- engage in collection and other efforts to recover such amounts from you, including, but not limited to, making attempts on your linked payment methods to cover the amounts; and
- place a limitation or take other action on your Cybrid account as outlined under Restricted Activities and Holds.

If you have more than one Cybrid account, even if you have those accounts without our authorization and in breach of this agreement, we may set off amounts owed to us in one Cybrid account against money in or money sent to your other Cybrid account(s). If you continue using your Cybrid account when you have amounts owed to us, you authorize us to combine amounts owed to us with any debit or transaction sent from your account.

In addition to the above, if you have a past due amount owed to us, including our affiliates, we may debit your Cybrid account or accounts held at our affiliates or various products to pay any amounts that are past due.

If you have amounts past due, you should confirm that your payment methods contain funds sufficient to cover any amounts past due. This will help you avoid overdraft or other fees your financial institution may charge.

Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we'll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this agreement.

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Assumption of rights

If we invalidate and reverse a payment that you made to a recipient (either at your initiative or otherwise), you agree that we assume your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in our discretion.

No waiver

Our failure to act with respect to a breach of any of your obligations under this user agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

Indemnification and Limitation of Liability

In this section, we use the term “Cybrid” to refer to Cybrid, Inc., our parent Cybrid Technology, Inc., and our affiliates, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Indemnification

You must indemnify Cybrid for actions related to your Cybrid account and your use of the Services. You agree to defend, indemnify and hold Cybrid harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user agreement, your improper use of the Services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Cybrid account or access our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services on your behalf.

Limitation of liability

Cybrid’s liability is limited with respect to your Cybrid account and your use of the Services. In no event shall Cybrid be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services, or this user agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Cybrid is not liable, and you agree not to hold Cybrid responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software,

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systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf and any of the Services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or any website or service linked to our websites, software or any of the Services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your Cybrid account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or our policies.

Disclaimer of Warranty and Release

No warranty

The Services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

We do not guarantee continuous, uninterrupted or secure access to any part of the Services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

Your Release of Us

If you have a dispute with any other Cybrid account holder, you release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

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Agreement to Arbitrate

You and Cybrid agree that any claim or dispute at law or equity that has arisen or may arise between you and us (including claims or disputes that arise out of or relate to the Services or your Cybrid account) will be resolved in accordance with the Agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

Affects your and our rights and will impact how claims between you and us are resolved, including your and our agreement to waive the right to trial by jury.

Includes a Prohibition of Class and Representative Actions and Non-Individualized Relief pursuant to which you agree to waive your right to participate in a class action lawsuit against us.

Requires you to follow the Opt-Out Procedure to opt-out of the Agreement to Arbitrate by mailing us a written notice. If you are a new user, the opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time.

If a dispute arises between you and Cybrid regarding the Services, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Cybrid regarding the Services may be reported to customer service online through the Cybrid Help Center at any time.

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You and Cybrid each agree that any and all disputes or claims that have arisen or may arise between you and Cybrid (including claims or disputes that arise out of or relate to the Services or your Cybrid account), including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration or in small claims court. You or Cybrid may assert claims in small claims court instead of in arbitration if the claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Before bringing any dispute or claim, you or Cybrid must first send the other party, by certified mail, a completed Notice of Dispute. You should send this notice to Cybrid at: Cybrid, Inc., Attn: Legal Specialists, Re: Notice of Dispute, 511 S. Orange Ave Unit #673, Newark NJ 07103. Cybrid will send any notice to you to the address we have on file associated with your Cybrid account; it is your responsibility to keep your address up to date. To be valid, the Notice of Dispute must contain all information called for in the Notice of Dispute form including but not limited to: your or Cybrid's signature, the email address and phone number associated with the customer's Cybrid account, a description of the nature and basis of the claims that are being asserted, a statement of the specific relief sought, and any relevant documents and supporting information reasonably available to the claiming party.

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If you and Cybrid are unable to resolve the claims described in the notice within 45 days after the notice is received by you or Cybrid, you or Cybrid may commence an arbitration proceeding. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. The Notice of Dispute requirements are essential in order to give the parties a meaningful chance to resolve disputes informally.

You and Cybrid agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Cybrid agree otherwise, the arbitrator may not 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. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Cybrid or Cybrid customers.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that a court of competent jurisdiction shall decide issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, and issues that this Agreement to Arbitrate indicates that a court can resolve.

Any arbitration will be administered by the American Arbitration Association (referred to as the "AAA"). For all claims, the Consumer Arbitration Rules in effect at the time the arbitration is commenced, as applicable, and as modified by this Agreement to Arbitrate, shall apply. The AAA's rules are available at www.adr.org. In the event that the AAA is unavailable or unwilling to administer the arbitration consistent with this Agreement to Arbitrate, another administrator will be selected by the parties or by the court.

Any arbitration hearings shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$25,000 or less, the arbitration will be conducted based solely on written submissions, unless any party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, you and/or Cybrid may attend by telephone or videoconference, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. No court or arbitrator shall be bound by rulings in prior arbitrations involving different Cybrid or Cybrid customers, but a court or arbitrator will be bound by rulings in prior arbitrations involving the same Cybrid or Cybrid customer to the extent required by applicable law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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Payment of all AAA or arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Cybrid will pay all AAA or arbitrator fees associated with the arbitration. Any request for payment of fees by Cybrid should be submitted by mail to the AAA along with your Demand for Arbitration and Cybrid will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Cybrid will pay as much of the AAA or arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determines that either the substance of your or Cybrid's claim or the relief sought was frivolous or brought for an improper purpose, then you or Cybrid may seek to recover from you or Cybrid any fees it paid, including attorneys' fees, to the extent permitted by the AAA's rules and applicable law.

With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

You can choose to reject this Agreement to Arbitrate ("opt-out") by mailing us a written opt-out notice. For new Cybrid users, the opt-out notice must be postmarked no later than 30 days after the date you accept the User Agreement for the first time. You must mail the opt-out notice to Cybrid, Inc at 511 S. Orange Ave Unit #673, Newark NJ 07103. This procedure is the only way you can opt-out of the Agreement to Arbitrate. If you opt-out of this Agreement to Arbitrate, all other parts of the User Agreement will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Cybrid or you prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement to Arbitrate that have arisen or may arise between you and Cybrid. We will notify you of amendments to this Agreement to Arbitrate by providing notice through email at least 21 days before the effective date of the amendments. If you do not agree to these amended terms, you may close your Cybrid account within the 21-day period and you will not be bound by the amended terms.

Intellectual Property

Our trademarks

"Cybrid.xyz," "Cybrid," and all logos related to the Services are either trademarks or registered trademarks of Cybrid or Cybrid's licensors. You may not copy, imitate, modify or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Cybrid. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by us for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes Cybrid or the Services or display them in any manner that implies Cybrid's or Cybrid's sponsorship or endorsement. All right, title and interest in and to the Cybrid websites, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Cybrid and its licensors.

License grants, generally

If you are using our software such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then Cybrid grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use our software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation, access and use requirements contained in all documentation accompanying the Services. If you do not comply with implementation, access and use requirements you will be liable for all resulting damages suffered by you, us and third parties. We may update or discontinue any software upon notice to you. While we may have (1) integrated certain third party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third party materials and technology to facilitate providing you with the Services, you have not been granted and do not otherwise retain any rights in or to any such third party materials. You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third party materials or technology, or otherwise create any derivative works from any of the software or third party materials or technology. You acknowledge that all rights, title and interest to our software are owned by Cybrid and any third party materials integrated therein are owned by our third party service providers. Any other third party software application you use on the Cybrid websites is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that Cybrid does not own, control nor have any responsibility or

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liability for any such third party software application you elect to use on any of our websites, software and/or in connection with the Services.

Miscellaneous

Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without our prior written consent. We may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

Business Days

“Business Day(s)” means Monday through Friday, excluding holidays when Cybrid’s offices are not considered open for business in the U.S. Holidays include New Year’s Day (January 1), Martin Luther King, Jr.’s Birthday (the third Monday in January), George Washington’s Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, we observe the holiday on the prior Friday. If the holiday falls on a Sunday, we observe the holiday on the following Monday.

Dormant accounts

If you do not log in to your Cybrid account for two or more years, we may close your Cybrid account and send any of your funds held in our possession to your primary address (if we have verified the required identifying information that you have provided to us) or, if required, escheat (send) any of your funds held in our possession to your state of residency. We will determine your state of residency based on the information provided for your Cybrid account. If your address is unknown, any of your funds held in our possession will be escheated to the State of New Jersey. Where required, we will send you a notice prior to escheating any of your funds. If you fail to respond to this notice, your funds held in our possession will be escheated to the applicable state. If you would like to claim any escheated funds from the applicable state, please contact the applicable state’s unclaimed property administrator.

Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the State of New Jersey, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and Cybrid regarding your use of the Services.

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Identity authentication

You authorize us, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a social security or taxpayer identification number, your physical address and other information that will allow us to reasonably identify you;
- requiring you to take steps to confirm ownership of your email address, phone number or financial instruments;
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through other sources; or
- requiring you to provide your driver's license or other identifying documents which include identifying photos of you.

Anti-money laundering and counter-terrorism financing laws may require that we verify the required identifying information if you use certain Services. We reserve the right to close, suspend, or limit access to your Cybrid account and/or the Services in the event that, after reasonable enquiries, we are unable to obtain information about you required to verify your identity.

Cybrid is only a payment service provider

We act as a payment service provider only. We do not:

- Act as an escrow agent with respect to any money sent to you on Cybrid that has not been transferred;
- Act as your agent or trustee;

Enter into a partnership, joint venture, agency or employment relationship with you;

- Guarantee the identity of any user or seller;
- Determine if you are liable for any taxes; or

Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

Privacy

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

State disclosures

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In addition to reporting complaints about the Services directly to us as described above, if you are a California resident, you may report complaints to the California Department of Business Oversight by mail at Department of Business Oversight, Attn: Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814 or online through its website at http://www.dbo.ca.gov/Consumers/consumer_services.asp. The California Department of Business Oversight offers assistance with its complaint form by phone at 866-275-2677. If you are a California resident, you have a right to receive communications about your Cybrid account and the Services by email. To make such a request, send a letter to Cybrid to: Cybrid, Inc., 511 S. Orange Ave Unit #673, Newark NJ 07103, include your email address, and your request for that information by email.

Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762.

Third party providers

The Cybrid service works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Your use of the Services may be subject to separate agreements you may enter into with your mobile device operating system provider (e.g., Apple, Google or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®), and other parties involved in providing your mobile device service, which we collectively refer to as "Covered Third Parties." You agree to comply with all applicable third-party terms of agreement when using the Services. We are not a party to those agreements and we have no responsibility for the products and services provided by third parties. You acknowledge and agree that this agreement is between you and Cybrid, not with any Covered Third Party. You acknowledge and agree that we are solely responsible for the Services and for providing maintenance and support services for the Services.

Covered Third Parties have no warranty obligations whatsoever with respect to the Services and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Services to conform to any warranty provided by us, if any, will be our sole responsibility.

We, not any Covered Third Parties, are responsible for addressing any claims relating to the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) intellectual property claims.

If you are using the Services on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the Services.

EXHIBIT A

ACCEPTABLE USE POLICY

Last updated on March 17, 2023

Your use of any services offered by Cybrid Inc. ("Cybrid") is contingent on your full compliance with this Acceptable Use Policy. If you are an entity, this Acceptable Use Policy also applies with respect to your users who access the Cybrid Services, and references to "you" and "your" herein shall also refer to such users. This policy may be modified and updated from time to time, and it is your responsibility to ensure that you periodically review this Acceptable Use Policy to ensure your full compliance with this policy. Your continued use of any Cybrid products and services following any amendment of this Acceptable Use Policy constitutes your agreement to abide by the terms set forth herein. Your violation of this policy will constitute a material breach of any other user agreement in connection with your use of any Cybrid services.

You are independently responsible for complying with all applicable laws in all of your actions related to your use of Cybrid's services, regardless of the purpose of the use. In addition, you may not use the Cybrid services (or allow the Cybrid services to be used) for activities that directly or indirectly:

- violate any law, statute, ordinance or regulation;
- involve money laundering or other activities designed to disguise the origin or use of funds;
- relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (g) items that are considered obscene, (h) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (i) sexually oriented materials or services, (j) ammunition, firearms, or certain firearm parts or accessories, or (k) certain weapons or knives regulated under applicable law;
- relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are for the sale of certain items before the seller has control or possession of the item, (e) are by payment processors to collect payments on behalf of merchants, (f) are associated with the sale of traveler's checks or money orders, (g) involve foreign currency exchanges or check cashing businesses, (h) involve certain credit repair, debt

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settlement services, credit transactions or insurance activities, or (i) involve offering or receiving payments for the purpose of bribery or corruption;

- involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;
- allow others to gain access to your account or your user credentials;
- result in the provision of false or misleading information or instructions in connection with your use of the Cybrid services;
- violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include but are not limited to: (a) unauthorized access - accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System, (b) interception - monitoring of data or traffic on a System without permission, (c) falsification of Origin - forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route.

In addition, it is your responsibility to:

- Ensure that all access credentials (including any usernames and passwords) in connection with your use of the Cybrid services are protected from unauthorized access;
- Immediately update any information provided by you to Cybrid that becomes inaccurate or incomplete;
- Comply with the policies and procedures of any third parties utilized by Cybrid in providing the services; and
- immediately notify Cybrid of any violation of this Acceptable Use Policy including providing details regarding such violation and provide assistance to Cybrid in addressing and remedying any violation.

Your failure to fully comply with this Acceptable Use Policy at all times could lead to suspension of your use of any Cybrid Services and liability for damages.

Cybrid may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Reporting may include disclosure of your nonpublic personally identifiable information. Cybrid also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing related to alleged violations of this Policy.

You agree to indemnify, defend, and hold harmless Cybrid and its affiliates, and their respective principals, owners, directors, officers, employees, representatives, agents, and their respective successors and assigns (the "Cybrid Parties") from and against any actual or alleged claims, losses, taxes (including interest, penalties and additions to tax), damages, liabilities, awards, judgments and out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses, the costs and expenses of any investigation and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim) arising out

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of or in connection with any violation of this Acceptable Use Policy by you, including any of your users.

EXHIBIT B

CYBRID CRYPTOCURRENCIES TERMS AND CONDITIONS

Last Updated March 17, 2023

BEFORE YOU START: BUYING AND SELLING CRYPTO ASSETS IS INHERENTLY RISKY. CRYPTO ASSETS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) OR ANY OTHER PUBLIC OR PRIVATE INSURER, INCLUDING AGAINST CYBER THEFT OR THEFT BY OTHER MEANS. CRYPTOCURRENCY ACTIVITY IS NOT A REGULATED ACTIVITY IN MANY STATES, INCLUDING, without limitation, CALIFORNIA. THE VALUE OF CRYPTO ASSETS CAN BE EXTREMELY VOLATILE AND UNPREDICTABLE, WHICH CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT TIME, INCLUDING POSSIBLY A LOSS OF TOTAL VALUE. THE PRICE AND LIQUIDITY OF CRYPTO ASSETS HAS BEEN SUBJECT TO LARGE FLUCTUATIONS IN THE PAST AND MAY BE SUBJECT TO LARGE FLUCTUATIONS IN THE FUTURE. BUYING AND SELLING CRYPTO ASSETS IS INHERENTLY RISKY, AND YOU SHOULD CONSIDER THE RISKS BEFORE DECIDING TO BUY OR SELL CRYPTO ASSETS, INCLUDING THOSE PROVIDED IN OUR RISK DISCLOSURES AND STATE DISCLOSURES SECTIONS BELOW. IF YOU HAVE QUESTIONS OR CONCERNS REGARDING YOUR CRYPTOCURRENCIES ACCOUNT, YOUR CRYPTO ASSETS, OUR SERVICE PROVIDER(S), OR RELATED TRANSACTIONS OR ACCOUNT ACTIVITY, PLEASE CONTACT CYBRID CUSTOMER SERVICE AT [INSERT EMAIL ADDRESS AND/OR PHONE NUMBER]

These terms and conditions ("Cryptocurrency Terms") are between you and Cybrid, Inc. and govern your use of the portion of your Cybrid account where you can buy, sell, and hold cryptocurrency (your "Cryptocurrencies Account").

You must be an individual and resident of the United States and be at least 18 years old to access the Cryptocurrencies Account within your Cybrid Account and use the related services.

By accessing and using the Cryptocurrencies Account, you agree to comply with all aspects of these Cryptocurrency Terms. Your Cryptocurrencies Account is subject to the Agreement to Arbitrate on an individual basis that governs your entire Cybrid account relationship. You also agree to comply with the following additional policies:

- Cybrid User Agreement
- Privacy Policy
- Acceptable Use Policy
- Consent to Electronic Delivery

Please read carefully all of these Cryptocurrency Terms and each of the other agreements and policies that apply to you, including our Privacy Policy, which applies to the transaction and activity data we collect involving your Cryptocurrencies Account. As your Cryptocurrencies Account is part of your Cybrid Account, the Cybrid User Agreement applies to your Cryptocurrencies Account, except as described in these Cryptocurrency Terms. If there is any conflict between the Cybrid User Agreement and these Cryptocurrency Terms, these Cryptocurrency Terms will govern and apply.

We may revise these Cryptocurrency Terms and any of the agreements and policies listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes to these Cryptocurrency Terms reduce your rights or increase your responsibilities, we will

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provide you at least 21 days' advance notice, or such longer period as required by law. By continuing to use our services, including by holding Crypto Assets (as defined below), after any change to these Cryptocurrency Terms, you agree to abide and be bound by those changes. If you do not agree with any changes to these Cryptocurrency Terms, you must immediately sell your Crypto Assets and stop accessing your Cryptocurrencies Account. Please note that there may be tax consequences from any gain or loss you incur when you sell your Crypto Assets.

Establishing Your Cryptocurrencies Account

If you establish and access the Cryptocurrencies Account, you will be able to hold a Crypto Asset balance, buy Crypto Assets and sell Crypto Assets, among other benefits. You will not hold the digital Crypto Assets themselves in your Crypto Asset balance. All custody of Crypto Assets is performed for us by third-party providers of custody services that we identify from time to time (each, a "Service Provider"). You can only use the Cryptocurrencies Account if you have a personal Cybrid account in good standing and if we have verified the required identifying information you provide to us, and you can only use your Cryptocurrencies Account by accessing it through your personal Cybrid account. If you are a Hawaii resident, we will not allow you to establish a Cryptocurrencies Account at this time.

Before you are able to first access your Cryptocurrencies Account, we must verify or have previously verified the required identifying information that you provide to us. The required identifying information is: name, physical address, date of birth, and taxpayer identification number. We may require additional information from you from time to time in order to verify the required identifying information, such as a copy of your government issued photo ID or evidence of your residency, like a utility bill.

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your Cryptocurrencies Account and the Cybrid services. You agree to keep your phone number, email address and other personal information current in your Cybrid profile.

Closing Your Cryptocurrencies Account

You must close your Cybrid account in order to close your Cryptocurrencies Account.

Please note that there may be tax consequences from any gain or loss you incur when you sell your Crypto Assets or from the receipt of new cryptocurrency through an airdrop following a fork (as defined below) that we support. You can terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Cryptocurrencies Account and personal Cybrid account even after those accounts are closed. You must sell any Crypto Assets in your Cryptocurrencies Account before closing your Cybrid account and Cryptocurrencies Account.

Available Features of the Cryptocurrencies Account

As described in more detail below, here are some things you can do with the Cryptocurrencies Account:

- Buy Crypto Assets using U.S. dollars;
- Hold Crypto Assets; and
- Sell Crypto Assets using U.S. dollars.
- Deposit Crypto Assets
- Withdraw Crypto Assets

You are NOT able to exchange crypto assets for other crypto assets or use Crypto Assets to pay for goods or services.

Supported Crypto Assets

The term "Crypto Assets" means the particular digital assets that we support and that you may buy, sell, hold, deposit or withdraw using your Cryptocurrencies Account. The list of Crypto Assets we support at any given time can be found in your Cryptocurrencies Account.

Holding Crypto Assets in your Cryptocurrencies Account

Any balance in your Cryptocurrencies Account represents your ownership of the amount of each type of Crypto Asset shown. We combine your Crypto Asset balance with the Crypto Asset balances of other Cybrid accountholders and hold those Crypto Assets in an omnibus account through our custodial Service Provider. We keep a record of your interest in that omnibus account based on the amount of each type of Crypto Asset that is reflected in your balance. You do not own any specific, identifiable, Crypto Asset. These Crypto Assets are held apart from our corporate assets and we will neither use these assets for our operating expenses or any other corporate or business purposes, nor will it voluntarily make these Crypto Assets available to its creditors in the event of bankruptcy.

When you view your Cryptocurrencies Account balance, we will show you the amount of each type of Crypto Asset you own, as well as a U.S. dollar equivalent value of those Crypto Assets. The price of Crypto Assets will rise and fall over time, and the price may sometimes change quickly and dramatically. So, even if the number of each type of Crypto Assets you hold remains the same, the U.S. dollar equivalent value will change as the market price of each Crypto Asset fluctuates. The U.S. dollar value we display is an estimate based on market data from our trading Service Provider. The value we show is the best current price at which the applicable cryptocurrency is quoted for sale, as reported by our Service Providers. This estimate does not represent the value you will receive if you actually sell your Crypto Assets or the price you will pay to buy more Crypto Assets and does not include our spread or fees.

Buying Crypto Assets

You may use your Cryptocurrencies Account to buy Crypto Assets using the following funding sources:

- a balance held in your Cybrid account; or
- a bank account in your name linked to your personal Cybrid account.

When you buy Crypto Assets, you agree that you have enough available funds in your selected funding source to complete your purchase. If we are not able to collect the required funds to complete your purchase from your selected funding source, you authorize us to:

- stop your purchase so that you are not able to buy Crypto Assets in that transaction;
- debit any other balance you hold in your Cybrid account;
- debit any other funding source you have linked to your personal Cybrid account;
- remove the Crypto Assets from your account for which did not receive payment; and/or
- take any other action that we deem necessary to collect payment for your transaction, as allowed or required by relevant laws and regulations.

To buy Crypto Assets, we will first show you the amount of Crypto Assets you would receive in exchange for the amount of money that you wish to spend. Because the price of Crypto Assets fluctuates, the price we provide will only be valid for a very limited time. If the price we provided expires, you won't be able to complete your transaction at that price. If you still want to buy Crypto Assets, we will provide you with updated pricing information. The updated price you see may be much higher than a price that just expired. This is because Crypto Assets are inherently volatile. Please read the RISK DISCLOSURES for

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more information. Once you confirm your transaction, we will then execute your purchase with one of our liquidity Service Providers using our smart order routing system.

Once you confirm your purchase, your transaction is not reversible. If we cannot complete your purchase for any reason, we will notify you. Once your transaction is complete you may see your transaction history in your Cryptocurrencies account.

Selling Crypto Assets

When you use your Cryptocurrencies Account to sell your Crypto Assets, we will deliver the proceeds from the sale into your Cybrid account balance. The timing of transfers of proceeds may be affected by holds or limitations we place on your Cybrid account, including specific holds or limitations with respect to the proceeds of the sale of your Crypto Assets.

To sell Crypto Assets, we will first show you the amount of money for which the Crypto Assets would be sold. You cannot choose which Crypto Assets will be sold for each transaction. Because the price of Crypto Assets fluctuates, the price we provide will only be valid for a limited time. If the price we provided expires, you won't be able to complete your transaction at that price. If you still want to sell your Crypto Assets, we will provide you updated pricing information. The updated price you see may be much lower than a price that just expired. This is because Crypto Assets are inherently volatile. Please read the RISK DISCLOSURES for more information. Once you confirm your transaction, we will execute your sale with one of our liquidity providers utilizing our smart order routing system.

Once you confirm your sale, your transaction is not reversible. If we cannot complete your sale for any reason, we will notify you. Once your transaction is complete you may see your transaction history in your Cryptocurrencies Account.

Information on Fees and Pricing

All fees and pricing information is disclosed to you in both the quote and executed trade information screens.

If you use a linked bank account or debit card as a funding source to buy Crypto Assets, your bank may charge you its own fees, including overdraft fees or insufficient fund fees, if applicable. We are not responsible for any fees that may be charged to you by your bank.

Reversals / Cancellations

You cannot reverse, cancel or change any transaction once it has been authorized. If your payment method has insufficient funds, you reverse the payment transaction, or we otherwise do not receive payment for your transaction, you authorize us, in our sole and absolute discretion, to (i) debit any other balance you hold in your Cybrid account, (ii) debit any other funding source you have linked to your personal Cybrid account (iii) remove the Crypto Assets from your account for which did not receive payment and/or (iv) take any other action that we deem necessary to collect payment for your transaction, as allowed or required by relevant laws and regulations.

We also reserve the right to not process, to cancel or, to the extent possible, to reverse a transaction, if (i) we believe that the transaction relates to any Restricted Activities, (ii) we have placed a hold or limitation on your Cybrid account, (iii) we have suspended your Cryptocurrencies Account, (iv) we believe the transaction involves money laundering, terrorist financing, fraud or any other type of crime or (v) in response to a subpoena, court order, or other government order. In such instances, regardless of

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the reason we have blocked, canceled or reversed your transaction and regardless of the reason we have lifted or reversed that restriction, we do not guarantee you will be able to re-initiate your transaction at the same price or on the same terms as the transaction that we did not process, or that was canceled or reversed.

Risk Disclosures

Trading and holding in cryptocurrencies involves numerous risks, only some of which are discussed below. It is your obligation to independently evaluate whether buying, selling, or holding crypto assets is suitable for you given your financial sophistication and circumstances.

While we will try to complete purchases and sales of Crypto Assets that you authorize and that comply with these Cryptocurrency Terms, we do not guarantee your ability to buy or sell Crypto Assets. Your ability to buy or sell Crypto Assets may be delayed or unavailable due to the availability of the Crypto Asset or funds from your funding source, issues with the trading network or our ability to interface with our Service Provider(s), system downtime, limitations or suspensions we impose on your Cryptocurrencies Account in our sole and absolute discretion, for required safety, security, or legal reasons, or for other reasons outside our or any Service Provider's control, and we are not liable to you if we are unable or delayed in executing your transactions.

Your access to the Cryptocurrencies Account or your ability to hold, buy or sell Crypto Assets, including the price for buying and selling, can also change or be limited by extraordinary circumstances outside our control (for example, fire, flood, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy, or extreme financial market conditions), which we either did not reasonably foresee or that happened despite our reasonable precautions ("Extraordinary Circumstances"). We will not be liable to you for limits, suspension, delay, or change to your Cryptocurrencies Account or your inability to transact in Crypto Assets because of Extraordinary Circumstances, including any changes in the buy or sell price of Crypto Assets because of Extraordinary Circumstances.

The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of a value of a particular virtual currency should the market for that virtual currency disappear. There is no assurance that a person that accepts virtual currency as payment today will continue to do so in the future.

Cryptocurrency assets in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the cryptocurrency assets in that address may be stolen or lost and otherwise unrecoverable.

Crypto Assets are not insured by FDIC, the Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by other means. Cryptocurrency activity is not a regulated activity in many states, including California. The value of Crypto Assets can be extremely volatile and unpredictable, which can result in significant losses in a short time. Buying and selling Crypto Assets is inherently risky, and you should consider the risks before deciding to buy or sell Crypto Assets, including those provided in our STATE DISCLOSURES section below.

Market Data

Within the Cryptocurrencies Account you will also find information on the market price of the Crypto Assets based on the data shared with us by our trading Service Provider. The market price for Crypto Assets may be different on different marketplaces. The market data that we provide to you is from an

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external source that we believe to be reliable. However, we do not control the external sources or the data they provide, and we do not always independently verify that the information provided is complete and accurate. Therefore, we cannot and do not guarantee that the information is accurate, complete, timely, or suitable for use, and it may be inaccurate, incomplete or out of date. You should verify all information that you receive before relying upon it, and we have no liability to you if you make decisions based on the market information that you receive from or through us.

All market data and educational content, including crypto price alerts, are provided "as-is" and without any representation or warranty, whether express, implied or statutory. Cybrid shall have no liability and specifically disclaims all warranties, express or implied, for any market data or educational content on the Cryptocurrencies Account, or any use thereof.

No Investment or Tax Advice

Neither we nor our service providers (including, without limitation, the Service Provider(s)) provide investment or tax advice to you. You are solely responsible for all decisions to buy or sell Crypto Assets through your Cryptocurrencies Account, including understanding any tax obligations that you may incur. We do not manage your Cryptocurrencies Account on your behalf. Our sole responsibility is to execute transactions and hold Crypto Assets on your behalf through our Service Provider, in all cases based on your instructions and these Cryptocurrency Terms. You must determine if any particular purchase or sale of Crypto Assets is appropriate for you, based on your own investment objectives, financial circumstances and risk tolerance, and make your own independent transaction decisions.

Crypto Asset Software Protocols and Forks

The technology that creates cryptocurrency, including your Crypto Assets, is typically governed by underlying software protocols that are open source, which means that anyone can use, copy, modify or distribute them. We do not currently own or control the underlying software protocols and these software protocols can change suddenly and unexpectedly in a way that has a significant impact on your Crypto Assets. Because we don't control this technology, We are not responsible for the operation of the underlying software protocols and cannot guarantee the continued functionality, security or availability of any Crypto Asset. Without assuming any responsibility, we, however, will only support those assets for which we have performed the necessary due diligence.

Software protocols governing a Crypto Asset can experience sudden changes in operating rules that are outside our control, called "forks." A fork can have a material change on the operation, functionality, value or even name of a Crypto Asset. A fork may result in multiple versions of a Crypto Asset, and each version could have a very different, and possibly lower, value than your Crypto Asset before the fork.

We may or may not support the fork of a Crypto Asset, whether or not the forked Crypto Asset holds any value. In the event of a fork, we may temporarily suspend trading of Crypto Assets in order to determine whether or not it will support any particular fork. In the event of a fork, we will evaluate the feasibility of supporting the fork and determine whether and to what extent any new assets resulting from the fork may be supported and/or allocated. This evaluation will take into account factors such as, but not limited to, the technical issues around supporting a fork, Service Provider dependencies, and legal and regulatory considerations.

If we support the fork of a Crypto Asset, and the fork is followed by an airdrop of new cryptocurrency that is credited to your Cybrid account, your receipt of that cryptocurrency will generally be taxable.

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You agree that we are not responsible or liable to you for any losses or damages, including lost profits, which may occur as the result of a change in the underlying software protocol of a Crypto Asset, our determination to support or not support any particular fork or modified software protocol, and any interruption of trading while we make such determination. If we determine not to support a fork or modified software protocol, you may never get access to the assets governed by that fork or software protocol.

Transaction Limits

From time to time, we may, in our discretion, impose limits on the amount of Crypto Assets you can buy or sell, which may include limits on the cash value or number of transactions in which you can engage over particular periods of time.

We may change the above limits for safety, security or other lawful reasons.

Transaction History and Account Statements

You can view your Cryptocurrencies Account transaction history by logging into your Cryptocurrencies account. Your Cryptocurrencies account statement will also include information on your purchase of Crypto Assets and the proceeds from the sale of your Crypto Assets, as well as your beginning and ending Crypto Asset balance and the fees you paid to buy and sell Crypto Assets. Your Cybrid account statement may not include all of the details regarding your purchase and sale of Crypto Assets that are available in your Cryptocurrencies account transaction history.

Restricted Activities

In addition to the other "Restricted Activities" identified in your Cybrid User Agreement, you must not engage in the following "Restricted Activities":

- Breach these Cryptocurrency Terms;
- Use what we reasonably believe to be fraudulent funds in order to buy Crypto Assets;
- Initiate any transaction that is not intended to be completed, or is intended to abuse, manipulate, mislead or default other participants in the Crypto Asset market;
- Engage in any activity that operates to defraud us, other Cybrid users, or any other person; or
- Control an account that is linked to another account that has engaged in any of these restricted activities.

Actions We May Take if You Engage in Any Restricted Activities

If we believe that you've engaged in any Restricted Activities, we may take a number of actions to protect ourselves, our customers and others at any time in our sole and absolute discretion. In addition to the remedies identified in your Cybrid User Agreement, the actions we may take include, but are not limited to, limiting your access to or use of the Cryptocurrencies Account, and/or suspending your Cryptocurrencies Account, immediately and without penalty to us, including limiting your ability to buy or sell Crypto Assets. You authorize us to seize your Crypto Assets if we believe a transaction relating to those Crypto Assets involves money laundering, terrorist financing, fraud or any other type of crime.

If we close your Cash Account and Cryptocurrencies Account or terminate your use of the Cybrid services for any reason, we'll provide you with notice of our actions.

If you believe we have taken any action in error, please contact Cybrid customer service support@cybrid.xyz.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us, any Cybrid customer, or a third party caused by or arising out of your breach of these Cryptocurrency Terms, and/or your use of the Cybrid services.

Taxes

We will provide a full transaction history of all Crypto Asset transactions, with details including purchase or sale prices, and associated transaction and network fees. It is your responsibility to use the Cybrid transaction history for your account to produce the appropriate tax documentation for the IRS.

You should consult your tax professional regarding your specific situation and your reporting of Crypto Assets transactions. You can access your transaction history and account statements through your Cybrid account for purposes of determining any required tax filings or payments. Your history and statements will include the cost basis of your Crypto Assets.

Liability for Unauthorized Transactions, Errors and Support

Unauthorized Transactions

We will protect you from unauthorized activity involving the purchase or sale of Crypto Assets in your Cryptocurrencies Account. When this protection applies, We will cover you for the full amount of unauthorized activity, as long as you cooperate with us, follow the procedures described in the unauthorized transaction process of your Cybrid account terms, and follow the additional requirements described below related to your Cryptocurrencies Account.

If you claim there has been an unauthorized purchase of Crypto Assets, you may not sell those unauthorized Crypto Assets before you report the unauthorized purchase to us or while we investigate your claim. If you sell any Crypto Assets that you claim you did not purchase, we will deny your claim for those sold Crypto Assets. You will not be able to recover any funds used to purchase the sold Crypto Assets. We will continue to address your claim for any disputed Crypto Assets that you did not sell. If we determine the Crypto Assets were purchased without your authorization and provides you a refund of the money used to purchase the Crypto Assets, or if you have disputed the transaction and received a refund from any other source such as your bank or card issuer, you agree that we will take back the Crypto Assets and will remove them from your account. You agree not to sell the Crypto Assets prior to our removing the Crypto Assets.

If you sell the Crypto Assets for which you have received a refund (whether from us or any other source such as your bank or card issuer) before we remove the Crypto Assets from your Account, we may recover from you the greater of (i) any sales proceeds from your sale of those Crypto Assets and (ii) the amount of any refund we provided to you.

If you believe there has been an unauthorized purchase or sale of Crypto Assets in your Cryptocurrencies Account, please contact Cybrid customer service immediately at support@cybrid.xyz.

Error Resolution

Except as it relates to the sale of Crypto Assets that you claim have been purchased without authorization as described above, we will apply the same error resolution processes we apply to your Cybrid account, as provided in your Cybrid User Agreement.

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If you claim an error has caused you to receive additional Crypto Assets that you did not purchase, you may not sell such additional Crypto Assets before you report the error to us or while we investigate your claim. If you sell any Crypto Assets that you claim you did not purchase, we will deny your claim for those sold Crypto Assets. If you receive Crypto Assets in error and sell such Crypto Assets, we may recover the amount of any sale proceeds from you.

If you believe there has been an error with respect to your Cryptocurrencies Account, please contact us at support@cybrid.xyz. You must follow the procedures provided in the Cybrid User Agreement in order to report an error. The Cybrid User Agreement explains the process we follow to investigate and resolve errors. To the extent we determine that an error occurred, and such error is attributable to us or our Service Provider, we remain responsible for resolving such error.

Support

If you have other questions or concerns regarding your Cryptocurrencies Account, your Crypto Assets, our Service Provider(s), or any related transactions or account activity, please contact Cybrid customer service at support@cybrid.xyz.

Suspension and Account Closure

We may, in our sole and absolute discretion and without liability to you, not allow you to establish or access the Cryptocurrencies Account or suspend, close or terminate your Cryptocurrencies Account, or place a limitation on the type or amount of activities in which you can engage using your Cryptocurrencies Account. This may occur if we are unable to verify your identity, you engage in Restricted Activities, pursuant to a court order or other legal process, you violate these Cryptocurrency Terms or another agreement between you and us, we are no longer offering Cryptocurrencies Accounts in your state of residence, or our service provider is no longer supporting the Cryptocurrencies Accounts, among other reasons.

Your Cryptocurrencies Account will also be suspended or terminated if we suspend or terminate your Cybrid account pursuant to the Cybrid User Agreement. If your Cryptocurrencies Account is suspended, the Crypto Assets in your account may fluctuate in value and we are not liable for any losses you may incur as a result of those fluctuations.

If we close your Cryptocurrencies Account, and your account holds Crypto Assets, you authorize us, in our discretion and at any time, to liquidate the Crypto Assets in your account into U.S. dollars at the price that otherwise applies to the sale of Crypto Assets at that time, or another reasonable price determined by us in our reasonable discretion. You understand that the value of Crypto Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you. While we will notify you that your account has been closed, regardless of how quickly we sell your Crypto Assets, we have no obligation to give you notice before we sell.

If we liquidate your Crypto Assets, we will credit any unrestricted funds to your Cybrid account. Please note that there may be tax consequences from any gain or loss you incur if we liquidate your Crypto Assets.

Our Rights

Cybrid suspension and termination rights

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We, in our sole and absolute discretion, reserve the right to suspend or terminate these Cryptocurrency Terms, access to or use of its websites, software, systems (including any networks and servers used to provide any of the Cybrid services) operated by us or on our behalf or some or all of the Cybrid services.

Security Interest

Except where prohibited by law or regulation, as security for the performance of your obligations under these Cryptocurrency Terms, you grant to us a lien on, and security interest in and to, your Crypto Assets.

Amounts owed to Us

If the balance in your Cybrid account (including your Cryptocurrencies Account) becomes negative for any reason, that negative balance represents an amount that you owe to us. In addition to any rights we have under the Cybrid User Agreement, you authorize us to sell your Crypto Assets and use the proceeds to pay a negative balance you owe to us in any Cybrid account you own.

If we sell your Crypto Asset to pay amounts you owe to us, we will value the Crypto Assets using the price that otherwise applies to the sale of Crypto Assets, or another reasonable price determined by us in our reasonable discretion. You understand that the value of Crypto Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you. While we will notify you if you have a negative balance, regardless of how quickly we sell your Crypto Assets, we have no obligation to give you notice before we sell.

No waiver

Our failure to act with respect to a breach of any of your obligations under these Cryptocurrency Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

No Other Encumbrances

Other than our lien and security interest described above (which we will take on or in your Crypto Assets only if doing so is not prohibited by law or regulation), we will not pledge, hypothecate, assign or otherwise encumber your Crypto Assets.

State Disclosures

California Disclosures

The cryptocurrency services are not regulated by the California Department of Business Oversight.

New York Disclosures

Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to FDIC or Securities Investor Protection Corporation (SIPC) protections.

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange and value of virtual currency.

Transactions in virtual currency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

Some virtual currency transactions shall be deemed to be made when recorded on the public ledger, which is not necessarily the date or time the customer initiates the transaction.

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The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time.

The nature of virtual currency may lead to an increased risk of fraud or cyberattack.

The nature of virtual currency means that any technological difficulties experienced by us may prevent the access or use of a customer's virtual currency.

Any bond or trust account maintained by us for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

Rhode Island Disclosures

Information on fees and pricing can be found on the Cybrid Fees Page.

Your Crypto Assets are not insured or guaranteed by the FDIC, Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by other means.

The transfer, purchase and sale of cryptocurrency is irrevocable.

Information about unauthorized transactions and error-resolution can be found in the Liability for Unauthorized Transactions and Errors section of these terms and conditions.

You may update your contact information through your personal Cybrid account.

The date or time when a transaction is executed, and your funding device is charged may differ from the date or time when you provided the instruction to authorize the transaction.

You will receive an email receipt with respect to your purchase and sale of Crypto Assets.

You have the right to at least thirty (30) days' prior notice of a change in our fee schedule or changes to these terms and conditions.

Cryptocurrency is not legal tender

Washington Disclosures

Information on fees and pricing can be found on the Cybrid Fees Page.

Your Crypto Assets are not insured or guaranteed by the FDIC, Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by other means.

The transfer, purchase and sale of cryptocurrency is irrevocable.

Information about unauthorized transactions and error-resolution can be found in the Liability for Unauthorized Transactions and Errors section of these Cryptocurrency Terms.

The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack and your cryptocurrency value may be irretrievably stolen.

EXHIBIT C

Consent to Receive Electronic Disclosures

Last Updated March 17, 2023

By accepting this Consent as indicated below, you, the person or entity applying to utilize the Cybrid services and to open a Cybrid account, consent to receive and view disclosures, notices, statements and other communications (collectively, "Disclosures") from Cybrid, Inc. ("Cybrid" or "we") relating to your eligible Cybrid accounts ("Account(s)") electronically by any of the following means:

- Text to your mobile phone number (which may include a link to a new Disclosure on the Cybrid website ("Website");
- To your email; or
- Notifications from or postings on our Web or mobile application ("Application"); or
- Notifications from or posting on our embedded platform widgets

Delivery by any of these means will constitute proper notice to you under applicable law. You acknowledge that Disclosures will include, but may not be limited to, the following:

- The Cybrid Website, Privacy Policy, the User Agreement, and other Cybrid policies ("Policies and Agreements");
- Disclosures and/or amendments we may provide you under our Policies and Agreements;
- Balance, activity and any other information on your Account(s);
- Periodic statements, receipts, confirmations, authorizations and transaction history for your Account(s);
- Disclosures regarding the resolution of any claimed error on your periodic statements;
- Year-end tax statements we are required to make available to you ("Tax Forms"); and
- Disclosures required or permitted by law or regulation.

Your Right to Revoke Consent. Your consent is effective until further notice by us or until you revoke your consent to receive electronic Disclosures. You may revoke your consent to receive electronic Disclosures at any time either by clicking the "Contact Us" button at the bottom of this page or submitting your request in writing to: Cybrid, Inc. 511 S. Orange Ave Unit #673, Newark NJ 07103.

If you do not consent or if you withdraw your consent, we reserve the right to refuse to accept your Account application, to cancel your Account, place your Account on inactive status, or to provide a paper copy of Disclosures. If you request a paper copy of a Disclosure within 180 days of the date of the Disclosure and we elect to send you a paper copy, we will waive our standard Disclosure Request Fee for the first two requests. After that, any additional Disclosure Requests may be subject to fees. We will only provide paper copies upon your request if your current mailing address is in your Account profile.

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SYSTEM REQUIREMENTS: In order to receive Disclosures, whether by text or email, you need to have a means of printing or storing them. So, in addition to having an email address and phone number you must have the following:

- Computer or mobile device with Internet connection;
- A current web browser with cookies enabled;
- A valid email address on file in your Account profile;
- Ability to store or print the Disclosures; and

If you use a spam blocker, you must add notices@cybrid.xyz to your email address book or whitelist.

We reserve the right to change these System Requirements and will provide you with a Disclosure when we make a material change to the System Requirements.

In order to receive Disclosures, you must ensure that the primary mobile phone and/or email address that you provide us is your valid, current phone number or email address, and you are able to receive at that address texts or email messages containing Disclosures including attached electronic documents and that such Disclosures, including portions that are attached documents are available for viewing and storing or printing by you. You agree to promptly update your email address by updating your Account profile if your email address changes. You acknowledge that our ability to notify you of the availability of your Disclosures is contingent on the validity of mobile phone number and email address in our records.

If your mobile phone or email address is no longer valid, we reserve the right to determine your Account is inactive or take other actions as set forth in the User Agreement. You will not be able to conduct any transactions in your Account until you update your mobile phone or email address in your Account profile.

Reservation of Rights. We reserve the right to provide you with any Disclosure in writing, rather than electronically, or to withdraw the right to receive Disclosures electronically at any time. You agree to maintain on file with us your current street address and to promptly update your address in the event it changes by updating your Account profile. Although we may waive our fee for delivery of paper Disclosures, we reserve the right to charge the Disclosure Request Fee and to increase this fee in our discretion.

We recommend that you print a copy of this Consent and any Disclosure that you view electronically for your records as the Disclosure may not be accessible online at a later date.

By reviewing this document, you agree that (i) we may provide Disclosures to you electronically, on the terms and conditions set forth in this Consent, (ii) the consent shall last until you revoke your consent, and (iii) you meet the System Requirements specified above. If you do not wish to receive Disclosures electronically, you will not be able to open an Account.

You understand and agree that we are responsible for sending the Disclosures to you electronically by email or text to the address in your Account profile or through the Service. We are not responsible for any delay or failure in your receipt of the email or text notices and whether or not you choose to view the Disclosure, subject to your right to revoke your consent to receive Disclosures electronically.

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Contact Us

Except as otherwise provided by law or other agreement between you and us, you may provide us with notices regarding your Accounts by emailing us at support@cybrid.xyz or mailing us at Cybrid, Inc. 511 S. Orange Ave Unit #673, Newark NJ 07103.

EXHIBIT D

PRIVACY POLICY

LAST UPDATED March 15, 2023

Cybrid, Inc. ("Cybrid") knows that you care about how your personal information is used and disclosed, and we take your privacy seriously. Our primary goal is to provide you with exceptional service, and we understand that you may have questions or concerns regarding your personal information and how it will be used. To make this privacy statement easy to find, we make it available from the home page of the Cybrid website at Cybrid.xyz (the "website"). You may also email us at legal@cybrid.xyz with any privacy-related questions you have.

To Whom Does This Privacy Policy Apply?

This privacy statement applies to all information we collect through our Services from current and former Cybrid users, including you. "Services" means any products, services, content, features, technologies, or functions, and all related websites, applications and services offered to you by Cybrid, Inc. in connection with a Cybrid account. When you are no longer our customer, we continue to disclose your information as described in this statement.

As the Services evolve we may occasionally update this privacy statement to reflect changes to our business, Services, or applicable laws. If the revised version requires notice in accordance with applicable law, we will provide you with 30 days prior notice by posting notice of the change on the "Privacy Policy" page of our website, otherwise the revised Privacy Statement will be effective as of the published effective date.

Throughout this statement, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been aggregated and/or anonymized so that it does not identify a specific person.

What Information Do We Collect?

When you visit our website or use one of our Services, we collect your IP address, and standard web log information, such as your browser type and the pages you accessed on our website. We also may collect

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Geolocation Information (defined below). If you do not agree to our collection of this information, you may not be able to use our Service.

If you open a Cybrid account, we collect the following information from you:

- Account Information - text-enabled cellular/wireless telephone number, machine or mobile device ID and other similar information;
- Identification Information - your name, street address, email address, date of birth, and Social Security Number ("SSN") (or other government issued documents and verification numbers);
- Device Information - information about you: (a) from your mobile device or computer such as your device type, machine or mobile device identification number, Geolocation Information, time zone, language setting, browser type, and IP address, and (b) from third parties for purposes of transaction processing, identity verification, fraud detection or prevention and other similar purposes.
- Geolocation Information - information that identifies with reasonable specificity your location by using, for instance, longitude and latitude coordinates obtained through GPS, Wi-Fi, or cell site triangulation. We will collect this data for fraud and risk purposes. In addition, some of our Services may ask you for permission to disclose your current location within your device settings to enhance our Services. If you do not agree to our collection of Geolocation Information, our Services may not function properly when you try to use them. For information about your ability to restrict the collection and use of Geolocation Information to enhance our Services, please refer to the settings available in your device;
- Financial Information - bank account online login information, bank account and routing numbers linked to your Cybrid account. Address information for blockchain-based wallets.

We may also collect the above data from other third parties, including service providers, internet service providers, merchants, credit reporting agencies, government entities, data brokers, data analytics providers, advertising networks and financial institutions.

We are committed to providing a safe, secure and all around great service. Therefore, before permitting you to use the Services, we may require additional information from you we can use to verify your identity, address or other information to comply with law or to manage risk and compliance throughout our relationship. We may also obtain information about you from third parties such as identity verification, fraud prevention and similar services.

When you are using the Services, we collect information about your account transactions and we may collect Geolocation Information and/or information about your computer or your operating systems or other access device for fraud prevention and other similar purposes.

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Finally, we may collect additional information from or about you in other ways not specifically described here. For example, we may collect information related to your contact with our customer support team, store results when you respond to a survey, or when you use another Cybrid service.

The Services are not directed to children under the age of 13. If we obtain actual knowledge that we have collected personal information from a child under the age of 13, we will promptly delete it, unless we are legally obligated to retain such data. Contact us if you believe that we have mistakenly or unintentionally collected information from a child under the age of 13.

How Do We Use Cookies?

When you visit or use our Services, or visit a third-party website or mobile application through which we offer our services, we and certain business partners and vendors may use cookies and other tracking technologies (collectively, "Cookies"). We use Cookies to recognize you as a customer; customize Services, other content and advertising; measure the effectiveness of promotions; perform a wide range of analytics; mitigate risk and prevent potential fraud; and to promote trust and safety across our Services.

Certain Services are only available through the use of Cookies, so if you choose to disable or decline Cookies, your use of certain Services may be limited or not possible.

Do Not Track ("DNT") is an optional browser setting that allows you to express your preferences regarding tracking by advertisers and other third-parties. We do not respond to DNT signals.

How Do We Store and Protect Personal Information?

We store and process your personal information using third party servers located in data centers in the United States. This information is protected by physical, electronic and procedural safeguards in compliance with applicable US federal and state laws and regulations. We also use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our office and files, and we authorize access to personal information only for those employees who require it to fulfill their job responsibilities.

We strive to ensure security on our systems. Despite our efforts, we cannot guarantee that personal information may not be accessed, disclosed, altered or destroyed by breach of our administrative, managerial and technical safeguards. Therefore, we urge you to take adequate precautions to protect your personal information as well, including never sharing your Cybrid password with anyone.

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If Cybrid learns of a systems security breach, we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Services, you agree that Cybrid may communicate with you electronically. Cybrid may post a notice on the website or mobile application if a security breach occurs. We may also send an email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice of a security breach), please email us at [insert email address].

How Long Do We Store Your Personal Information?

We retain your Personal Information for as long as needed or permitted in context of the purpose for which it was collected and consistent with applicable law.

The criteria used to determine our retention period is as follows:

Personal Information used for the ongoing relationship between you and Cybrid is stored for the duration of the relationship plus a period of 10 years, unless we need to keep it longer, such as:

- a legal obligation or compliance with laws to which we are subject is retained consistent with the applicable law, such as under Anti-Money Laundering obligations;
- litigation, investigations, audit, and compliance practices, or to protect against legal claims.

How Do We Use the Personal Information We Collect?

Our primary purpose in collecting personal information is to provide you with a safe, smooth, and efficient experience. We may use your personal information to:

- provide the services and customer support you request;
- process transactions and send notices about your transactions activity;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially fraudulent, prohibited or illegal activities, and enforce our User Agreement through the use of our risk and fraud tools which may include use of Account Information, Identification Information, Financial Information, Device Information, and Geolocation Information;
- create an account connection between your Cybrid account and a third-party account or platform;
- customize, personalize, measure, and improve our services and the content and layout of our website;
- send you updates about new products and services that we are offering;
- compare information for accuracy and verify it with third parties; and
- perform other duties as required by law.

How Do We Disclose Personal Information to Other Parties?

Cybrid does not disclose your personal information with third parties for their promotional or marketing purposes.

Some personal information is public information and may be seen by anyone on the internet, whether or not they have a Cybrid account. Public information may also be seen, accessed, reshared or downloaded through Cybrid's APIs or third-party services that integrate with our products.

We may disclose your personal information with:

- Our affiliates, but only for purposes allowed by this document;
- Companies that Cybrid, Inc. plans to merge with or be acquired by or, in the event of any bankruptcy, a bankruptcy estate. Should such a combination occur, we will require that the new combined entity follow this privacy statement with respect to your personal information. If your personal information could be used contrary to this statement, you will receive prior notice and the opportunity to communicate preferences you may have, if applicable;
- Third party firms through which Cybrid offers its services;
- Law enforcement, government officials, or other third parties if Cybrid is compelled to do so by a subpoena, court order or similar legal procedure; when it is necessary to do so to comply with law; or where the disclosure of personal information is reasonably necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Cybrid User Agreement, or as otherwise required by law;
- Third party service providers who assist us in providing Services to you or who provide fraud detection or similar services on our or any vendor's behalf;
- Service providers under contract who help with parts of our business operations (for example, fraud prevention, payment processing, or technology services). Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit; and
- Other third parties with your consent or at your direction to do so, including if you authorize an account connection with a third-party account or platform.

For the purposes of this privacy statement, an "account connection" with such a third party is a connection you authorize or enable between your Cybrid account and a non-Cybrid account, payment instrument, or platform that you lawfully control or own. When you authorize such a connection, Cybrid and the third-party will exchange your personal information and other information directly. Examples of account connections include, without limitation: connecting your Cybrid account to a third-party data aggregation or financial services company, if you provide such company with your Cybrid account log-in credentials.

If you connect your Cybrid account to other financial accounts, directly or through a third-party service provider, we may have access to your account balance and account and transactional information, such

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as purchases and funds transfers. If you choose to create an account connection, we may receive information from the third-party about you and your use of the third-party's service. We will use all such information that we receive from a third-party via an account connection in a manner consistent with this privacy statement.

Information that we disclose with a third-party based on an account connection will be used and disclosed in accordance with the third-party's privacy practices. Before authorizing an account connection, you should review the privacy notice of any third-party that will gain access to your personal information as part of the account connection. For example, personal information that Cybrid discloses with a third-party account or platform may in turn be disclosed with certain other parties, including the general public, depending on the account's or platform's privacy practices.

How Can You Access and Change Your Personal Information?

You can review and update your personal information in your account settings at any time by logging in to your account.

Links to Other Services or Sites

The Services may contain links to (or allow you to link to) other third-party services or websites. Cybrid does not control the information collection of third-party services or websites that can be reached through such links. We encourage our users to be aware when they are linking to a third-party service or website and to read the privacy statements of any third-party service or website that collects personally identifiable information.

How Can You Contact Us?

If you have questions or concerns regarding this privacy statement, or any feedback pertaining to your privacy and the Services that you would like us to consider, please email us at legal@cybrid.xyz.