Terms of Service

IMPORTANT: These Token Terms of Sale and Service govern the Twin Stablecoins and the Services (each as defined below). By purchasing or redeeming Twin Stablecoin or accessing or using any of the Services, you acknowledge that you have read, understand, and completely agree to be bound by these Terms. If you do not agree to these Terms, as amended or modified by any subsequent amendment, change or update: (a) do not purchase or redeem Twin Stablecoin and (b) do not access the Site, access or use a Twin Stablecoin or use any of the Services. These Terms may be amended, changed, or updated by Twin at any time and without prior notice to you.

Only Persons (as defined below) who meet the requirements of these Terms are permitted to access the Site or use the Services. Any Person who is not eligible that utilizes the Services or who accesses the Site will be in breach of these Terms and may have any Fiat, Digital Tokens (each as defined below), funds, proceeds or other property, confiscated.

These Service Terms are made as of the date that Customer accepts the terms hereof ("**Effective Day**") (whether electronically or otherwise) between Customer or your entity, as the case may be ("**Customer**") and the relevant entity that is party to your Twin Developer User Agreement. Each shall be referred to as a "**Party**" and together the "**Parties**".

These Terms constitute the entire agreement and understanding with respect to the access or use of any or all of the Services, and any access or use of the Site, between the Customer and Twin Finance S.A.S. or any successor provider of the Services (together with any successor or assigns, "**Twin**").

The Twin Stablecoin and Services are not appropriate for Persons who do not possess the appropriate level of knowledge and experience to deal in them. In such case, Twin is under no obligation to assess the suitability of the Twin Stablecoins or Services for users and any comment or statement which may be made by Twin or any Associate as to the suitability of the Services to Customer should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such. Twin Stablecoins are not securities, do not confer any ownership interest in Twin, and do not entitle holders to any return or yield from reserve assets.

The access or use of the Site and any of the Services is void where such access or use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws, and shall not be the basis for the assertion or recognition of any interest, right, remedy, power, or privilege.

RECITALS

The Customer wishes to obtain certain services from Twin and Twin is willing to provide such services pursuant to the terms of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. <u>Definitions</u>.

   In these Terms and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

   a. "**Affiliate**" means, in relation to a Person, a direct or indirect subsidiary of that Person, a holding company of that Person, and any other subsidiary of that holding company;

   b. "**Agreement**" means these terms and conditions, and any and all Schedules, exhibits and appendixes hereto, as they may be amended from time to time;

   c. "**AML**" means anti-money laundering, including, all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, Fiat, or Digital Tokens, including the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or Economic Sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing;

   d. "**Anti-Corruption**" means all Laws applicable to each Party prohibiting corruption or bribery of government officials, kickbacks, inducements, and other related forms of commercial corruption or bribery;

   e. "**Business Day**" means any day other than a Saturday or Sunday on which banks are open for normal business in the country of the organization of Twin in the country of the organization of Twin;

   f. "**Claim**" means any third-party claim, suit, demand, loss, liability, damage, action, or proceeding;

   g. "**Confidential Information**" means any information or materials disclosed by one Party to the other Party that: (i) if disclosed in writing or in the form of tangible materials, is or was marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally or by visual presentation, is or was identified as "confidential" or "proprietary" at the time of such disclosure; and/or (iii) due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary.

The terms of this Agreement shall be considered the Confidential Information of the Parties;

h. "**Digital Tokens**" means a digital representation of value that functions as (i) a medium of exchange; (ii) a unit of account; and/or (iii) other similar digital representations of rights or assets, typically including blockchain-based assets or rights including sovereign cryptocurrency or virtual currency such as bitcoins, and Twin Stablecoin;

i. "**Digital Tokens Address**" means an alphanumeric identifier that represents a potential destination for a Digital Tokens transfer, which typically is associated with a Customer's Digital Tokens Wallet;

j. "**Digital Tokens Wallet**" means a software application (or other mechanism) that provides a means for holding, storing, and transferring Digital Tokens, including a user's Digital Tokens Address, Digital Tokens balance, and cryptographic keys;

k. "**Effective Date**" has the meaning set forth in the preamble;

l. "**Fees**" means the amounts payable as set out in (or by reference in) the applicable Schedule or otherwise payable to Twin for any Services provided in connection with this Agreement;

m. "**Fiat**" means the money or currency of any country or jurisdiction that is:
    i. designated as legal tender; and,
    ii. circulated, customarily used, and accepted as a medium of exchange in the country or jurisdiction of issuance;

n. "**Marks**" means "Twin," its logos, and any related marks are owned by Twin or its licensors and may only be used with Twin's prior written permission.

o. "**Person**" means a natural person, partnership, limited liability partnership, corporation, limited liability company, trust, unincorporated association, joint venture, or other entity or any federal, state, or local government, agency, commission, department, or instrumentality;

p. "**Prohibited Jurisdiction**" means Cuba, the Democratic People's Republic of Korea (North Korea), Iran, Syria, Crimea (a region of Ukraine annexed by the Russian Federation), the self-proclaimed Donetsk People's Republic (a region of Ukraine), the self-proclaimed Luhansk People's Republic (a region of Ukraine), Kherson (a region of Ukraine) and Zaporizhzhia (a region of Ukraine);

q. "**Prohibited Person**" means any U.S. Person; any Canadian Person; any Singaporean Person; the Government of Venezuela; any resident of, or Government or Government Official of, or any person in any Prohibited Jurisdiction and any Sanctioned Person;

r. "**Services**" means those services offered by Twin as set forth herein, regarding the purchasing or redeeming of Twin Stablecoins;

s. "**Site**" means the website(s) owned, operated, or controlled by Twin, including any associated domains, subdomains, and web-based platforms, through which Twin makes the Services available from time to time.

t. "**Supported Blockchain**" means any blockchain or protocol on which a Twin Stablecoin operates;

u. "**Terms**" means these terms and conditions of sale and service, as they may be changed, amended, or updated from time to time, including the following Site policies and pages;

v. "**Twin Stablecoin**" means the Digital Token referencing a unit of Fiat issued and redeemed by Twin;

w. "**User Wallet**" means any Digital Tokens Wallet utilised by a Customer to transact in or hold Twin Stablecoin.

2. <u>Provision of Services</u>.

In consideration of the Parties obligations hereunder and subject to the term of this Agreement, Twin shall use commercially reasonable efforts to provide the Services to the Customer from and after the Effective Date during the Term. The Customer may not use the Services, or allow others to use them, in a way that harms, disrupts, or accesses the Services without permission; damages Twin, or their partners' systems or reputation; involves illegal, fraudulent, or criminal activity; bypasses usage limits or technical restrictions; accesses non-public systems or data; resells or shares the Services without authorization; copies or distributes the Services or related content without permission; or modifies, reverse engineers, or creates derivative works from the Services.

Nothing in these Terms gives the Customer any licence (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site, any of the Services, or the Marks. Twin may suspend or terminate Customer's access to the Site or any of the Services, freeze any Twin Stablecoin held by Customer, as required by applicable Law or where Twin, in its sole discretion, determines it is prudent to do so or where Customer have violated, breached, or acted in a manner inconsistent with any provision of these Terms or Applicable Law.

Customer shall provide all reasonably requested information about Customer that Twin deems appropriate in connection with Twin's on-boarding policies and procedures in respect of the Services. This information and any updates thereto may be requested of the Customer at any time during the Term of this Agreement and at Twin's sole discretion. Twin reserves the right to suspend or terminate access to the Services in case the Customer does not provide the requested information.

3. <u>Twin Right to provide Services</u>.

If Customer (a) have a valid wallet approved by Twin, (b) are not a Prohibited Person, (c) do not use the wallet for the benefit of a Prohibited Person, and (d) agree to and comply with these Terms, Twin grants Customer a limited right to use the Services. This right is a personal, limited, non-exclusive, non-transferable, non-sublicensable, and revocable license, subject to these Terms and applicable law.

Nothing in these Terms grants Customer any ownership or other rights in the Services, the Site, or any related content, except for the limited license expressly described above.

Twin may refuse, limit, condition, suspend, or terminate Customer's access to the Services, suspend or terminate Customer access, or freeze any related digital assets, at any time if required by law, if Twin reasonably believes such action is necessary to manage risk, or if Customer violate this Agreement or any applicable legal requirement.

If Twin suspects or becomes aware of any use of the Services that violates these Terms or applicable law, Twin may share relevant information with regulatory authorities, law enforcement, or other third parties, as required by law. Twin is not required to provide any Service where doing so would, in its sole discretion, breach applicable legal requirements.

In addition, Twin may refuse, limit, or suspend support for any digital asset if such asset is deemed a security by a regulatory authority or if supporting it could reasonably result in Twin or its affiliates being classified as an investment company or investment adviser. For the avoidance of doubt, Twin Stablecoins are designed and operated as payment instruments and are not intended to be securities.

4. <u>About Twin Stablecoins</u>.

Issuances and redemptions. Issuances and redemptions of Twin Stablecoin may be completed with Twin pursuant to this Agreement. Also, Twin Stablecoin may be delivered or exchanged, if available, online wherever parties are willing to accept Twin Stablecoin. Twin may from time to time make Twin Stablecoin available for purchase subject to minimum purchase and other requirements.

Each token in circulation is fully backed by reserve assets held by Twin with a value that meets or exceeds the circulating supply of tokens ("**Reserves**"). These reserves consist of cash balances, short-term sovereign securities, and regulated low-risk liquid assets, denominated in the same currency as the token. Where suitable local currency assets are temporarily unavailable, a portion of the reserves may be held in high-quality USD-denominated stablecoins or equivalent highly liquid assets. Although tokens are backed by fiat currency and other assets, they are not fiat currency themselves. Any income or yield generated by the Reserves belongs exclusively to Twin. Token holders are not entitled to any interest, dividend, return, or financial benefit derived from the Reserves.

Twin manages the issuance and redemption of Twin Stablecoin. From time to time, Twin may allow tokens to be redeemed through the Site, subject to minimum amounts and other requirements. If Customer meets the terms set forth in this Agreement, Twin will redeem each Twin Stablecoin at its linked fiat value or the equivalent in fiat currency as the Parties deem appropriate, minus any applicable fees.

Redemption payments will be sent to the bank account in Customer name that Customer designates through Twin's process. Twin Stablecoins may be issued on multiple blockchain networks. To purchase or redeem tokens directly with Twin, Customer must be a verified Customer.

The right to purchase Twin Stablecoin or have Twin Stablecoin redeemed is a contractual right personal to the Customer. Twin Stablecoin are not legal tender and are not backed by any Government or protected through any insurance provided by Twin or any of its Affiliates.

Support Blockchains and Protocols. Twin is not required to support or continue supporting any specific Supported Blockchain, protocol, or Digital Token. Twin may decide, at its sole discretion, whether to support a blockchain or to stop supporting a particular blockchain or protocol entirely. If Twin stops supporting a Supported Blockchain or protocol, Customer must take the necessary steps to migrate Customer's Twin Stablecoin to another Supported Blockchain or protocol designated by Twin. Twin will not be responsible for any loss or issue resulting from your failure to migrate Customer's Twin Stablecoins as required.

Twin is not responsible for any losses or issues that result from its decision to support or stop supporting any Supported Blockchain, protocol or Digital Token.

Transfer of Twin Stablecoin. Customer's Twin Stablecoin Addresses are controlled by the Customer private key. If the Customer private key is lost or compromised, Customer's Twin Stablecoin Address may be lost permanently and cannot be recovered. Customer is fully responsible for any tokens they send from or interact with through the Site. Twin Stablecoin transactions cannot be reversed. Once tokens are sent to a Twin Stablecoin Address, whether by mistake, accident, or fraud, Customer may

permanently lose access to them. Twin is not responsible for the security or performance of any third-party software or technology, which may fail or malfunction.

5. Availability of the Services.

    Twin will make reasonable efforts to provide the Services in accordance with this Agreement. However, except where expressly stated, Twin does not guarantee that the Services will meet any specific quality, suitability, or purpose.

    Twin may update or change the Services from time to time to comply with legal requirements or to make changes that do not materially affect the Services. These changes will take effect once Twin notifies the Customer or when the Customer first uses the Services after the change, whichever happens first. If a change materially affects software, interfaces, or operating procedures, Twin will make reasonable efforts to notify the Customer in advance.

    Twin may also modify this Agreement by giving notice to the Customer. The Customer may terminate the Agreement within one (1) month of receiving notice of the change. If the Customer does not terminate within that period, the changes will be considered accepted. Minor technical updates that do not reduce the quality of the Services may be made without notice and do not give the Customer the right to terminate the Agreement.

    Twin is not required to provide any Services if a change in applicable law makes doing so illegal. If either party becomes aware of such a legal change, either Party will promptly notify the other, and both parties will work in good faith to reduce any impact. Neither party will be liable for delays or failure to perform caused by such legal changes.

6. Intellectual Property and Publicity.

    License to Use the Services. Twin grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services only as allowed under this Agreement. Any other use is not permitted. All rights not expressly granted remain with Twin and its licensors. The Customer may not claim ownership of the Services, sublicense them, use them in violation of this Agreement or applicable law, or export them to restricted persons or territories. If the Customer violates this Agreement, Twin may terminate the license at any time. All rights, title, and interest in the Services, related technology, and intellectual property belong exclusively to Twin and its licensors.

    Twin marks. The name "Twin," its logos, and any related marks are owned by Twin or its licensors and may only be used with Twin's prior written permission.

Publicity. Twin may identify the Customer as a customer and use the Customer's name and logo in marketing materials while the Customer uses the Services. Neither party will suggest any false sponsorship, endorsement, or partnership between them.

7. <u>Term and Termination. Effect of Termination</u>.

   a) *Term*. This Agreement begins on the Effective Date and continues until it is terminated. Unless stated otherwise, Twin is not required to provide any Services after the Agreement ends.

   b) *Termination by the Customer*. The Customer may terminate this Agreement or any Service at any time by written notice if:
   (i) Twin materially breaches this Agreement and does not fix the breach within fifteen (15) days after notice;
   (ii) Twin becomes insolvent; or
   (iii) termination is required by law.

   c) *Termination or Suspension by Twin*. Twin may terminate this Agreement or any Service, or suspend Services, by written notice if:
   (i) the Customer breaches key provisions of this Agreement;

   (ii) the Customer materially breaches this Agreement and does not fix the breach within ten (10) days after notice;

   (iii) the Customer becomes insolvent or its financial condition materially worsens;

   (iv) the Customer stops or is likely to stop operating all or a significant part of its business;

   (v) termination or suspension is required by law or by a regulatory authority, or Twin reasonably believes the Customer's activities pose legal, sanctions, or reputational risks; or

   (vi) the Customer loses any required license or authorization to operate its business.

   d) *Effects of Termination*. In the event this Agreement is terminated by Twin due to a breach by Customer, Customer shall pay any unpaid Fees covering the remainder of the Term of this Agreement or any Schedule. In no event will termination of this Agreement relieve the Customer of Customer's obligation to pay any Fees payable to Twin for the period prior to the effective date of termination.

   Except as otherwise provided in this Agreement, upon termination or expiration all rights and obligations of the Parties under this Agreement will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement; provided,

however, that all provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement including, the rights and obligations pursuant to Section 8 that follows, which shall survive termination or expiration of this Agreement.

8. Confidential Information.

    Confidential Information. Each Party agrees: (i) to maintain the other Party's Confidential Information in strict confidence and to take at least reasonable precautions to protect such Confidential Information (including all precautions the receiving Party employs with respect to its own similar Confidential Information); (ii) not to disclose such Confidential Information to any third party; and (iii) not to use such Confidential Information for any purpose except for the purposes set forth in this Agreement. Each Party may disclose the other Party's Confidential Information to its Service Providers, officers, board of directors, employees, advisors, attorneys, accountants, and consultants who have a bona fide need to know such Confidential Information for the purposes set forth in this Agreement, but solely to the extent necessary to pursue such purpose and for no other purpose; provided, that each such Service Provider, employee, or consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other Party's Confidential Information as those set forth in this Agreement, and provided that each Party is and remains responsible for the acts and omissions of its Service Providers, employees, and consultants hereunder.

    Exceptions. The obligations and restrictions in Section will not apply to any information or materials that the receiving Party can show:

    a. were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the receiving Party;

    b. were rightfully known by the receiving Party prior to receiving such information or materials from the disclosing Party;

    c. are rightfully acquired by the receiving Party from a third party who has the right to disclose such information or materials; or

    d. are independently developed by the receiving Party without access to any Confidential Information of the disclosing Party.

    Compelled Disclosure. Nothing in this Agreement will be deemed to restrict a Party from disclosing the other Party's Confidential Information to the extent required by any legal requirement; provided, the disclosing Party notifies the other, to the extent legally permissible, of the information to be disclosed as early as reasonably practicable before the disclosure and takes all reasonable action to avoid or limit the disclosure.

Return of Confidential Information. Except as otherwise provided in this Agreement or agreed by the Parties, upon termination or expiration of this Agreement, each Party shall promptly return to the other Party or destroy all Confidential Information of the other Party in its possession or control; provided that (i) to the extent necessary, a Party may retain one (1) copy solely for compliance with Legal Requirements, and (ii) in the event of a termination pursuant to Section 7(b)(i) or 7(c)(i) or 7(c)(ii), either Party may retain copies of the other Party's Confidential Information for purposes of any disputes relating to such termination.

No License. Except as otherwise stated herein, (i) all Confidential Information remains the sole and exclusive property of the disclosing Party, and (ii) each Party acknowledges and agrees that nothing in this Section 8 will be construed as granting any rights to the receiving Party, by license or otherwise, in or to any Confidential Information of the disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing Party, except as specified in this Agreement.

9. Prohibited Uses.

    Customers may not use the Services for any illegal, fraudulent, or harmful activity ("**Prohibited Uses**"). By using the Services, Customer confirms that it will not:

    (i) Use the Site or Services to hide the origin of illegal funds, deal in contraband, or violate any applicable law;

    (ii) Use the Services where doing so would violate laws related to anti-money laundering, counter-terrorism financing, anti-corruption, sanctions, or similar regulations;

    (iii) Use the Services to evade laws, sanctions, taxes, or regulatory requirements;

    (iv) Use the Services with funds, wallets, keys, or digital assets that Customer do not legally own or that were not lawfully obtained;

    (v) Provide false, misleading, or incomplete information, impersonate others, or misrepresent Customer's identity or affiliations;

    (vi) Exploit technical errors, security issues, or system failures.

    (vii) Harm, threaten, or act detrimentally toward Twin, its affiliates, other users, or any third party.

    (viii) Promote discrimination, hate, or harassment of any kind.

(ix) Maintain multiple or "throwaway" accounts or wallets without authorization.

(x) Access or use the Services from restricted jurisdictions, or use tools such as VPNs or proxies to hide Customer's location where prohibited.

(xi) Use the Services for the benefit of prohibited persons or in jurisdictions where the Services are unlawful.

(xii) Violate, attempt to violate, or help others violate these Terms or applicable laws.

If Twin suspects or determines that Customer have engaged in any Prohibited Use, Twin may take action at its sole discretion. This may include reporting the Customer to authorities, freezing or seizing Twin Stablecoin or Customer assets, blacklisting wallet addresses, or suspending or terminating Customer's access to the Services, without prior notice.

Where permitted by law, Twin may transfer assets to government or law enforcement authorities. If Customer actions cause losses to Twin or its Affiliates, Customer agree to compensate them for those losses, including any penalties or taxes imposed as a result.

10. Due Diligence & AML

Twin is committed to providing safe, compliant, and reputable Services and to identifying, detecting, preventing, and reporting money laundering, terrorist financing, and other improper activities. Twin has voluntarily adopted the recommendations issued by the Financial Action Task Force (FATF) applicable to financial activities involving virtual assets. In line with international standards and industry best practices, Twin applies these recommendations as guiding principles for its anti–money laundering and counter–terrorist financing (AML/CFT) program.

In line with that, Twin requires a thorough Customer due diligence process and ongoing monitoring. By agreeing to these Terms and using, or attempting to use, the Services, you confirm that you are not a Prohibited Person, that you are not using any wallet for the benefit of a Prohibited Person, and that you will promptly provide all information reasonably requested by Twin to meet due diligence requirements and its compliance policies, in accordance with applicable laws.

By accepting this Agreement, Customer agrees to provide promptly any documentation, information, or records requested by Twin at any time. Such information may include self-certifications as to controlling persons and beneficial ownership of one or more legal entities of the Customer.

Additionally, Twin may monitor for and assess suspicious or unusual transactions under applicable AML & Anti Corruption policies. These undertakings shall apply even when you suspend or terminate your relationship with Twin. Twin may, at any time and subject to applicable law, block or

restrict transactions, apply enhanced due diligence, or suspend or terminate access to the Site, the Services, or any user wallet, for any reason or no stated reason.

This includes transactions or dealings involving persons or entities that are sanctioned, located in or connected to prohibited or high-risk jurisdictions, subject to international sanctions, politically exposed persons, or persons that present legal, regulatory, sanctions, tax, or reputational risks to Twin or its affiliates. Twin may also take such actions if it reasonably believes that a Customer is violating applicable laws, attempting to evade this Agreement, or failing to meet Twin's due diligence requirements.

Instead of denying or terminating access, Twin may choose to apply enhanced due diligence measures. Customer may be subject to enhanced due diligence at any time. If you fail to provide requested due diligence information, or do not respond in a timely or complete manner, Twin may immediately suspend or terminate your access to the Site and the Services.

11. <u>Audit</u>.

The Customer must reasonably cooperate with any audit, inspection, or information request required by a regulatory authority that supervises Twin or its service providers. The Customer must also use reasonable efforts to ensure that its own service providers comply with these requirements. Twin has the right to audit the Customer's use of the Services and compliance with this Agreement no more than once every twelve (12) months, either directly or through a third-party auditor at Twin's expense. If an audit finds that the Customer has materially breached this Agreement or failed to comply with applicable law, the Customer must reimburse Twin for the costs of the audit.

12. <u>Representations and Warranties</u>.

a) *<u>Mutual Representations</u>*. During the term of this Agreement, and while any obligations remain outstanding, both Twin and the Customer confirm that:

   i)   They have full authority to enter into this Agreement and to perform their obligations under it, and that this Agreement is valid, binding, and enforceable.

   ii) Entering into and performing this Agreement does not violate any other agreement to which they are bound.

   iii) Their employees, service providers, contractors, and agents will act in accordance with this Agreement.

b) *<u>Customer Representations</u>*. The Customer further confirms that:

i) It has obtained all required authorizations for its own use of the Services and for use by its employees and service providers.

ii) It will not use, or allow others to use, the Services in a fraudulent, illegal, deceptive, or abusive manner.

iii) It will not impose fees or surcharges that violate applicable law.

iv) Its activities under this Agreement comply with applicable laws and this Agreement.

v) It is not subject to sanctions and will not use the Services to benefit sanctioned persons or restricted jurisdictions.

vi) All information provided to Twin is true and accurate to the best of its knowledge.

c) *Twin Representations*. Twin confirms that:

i) The Services will be provided in a professional manner, in line with generally accepted industry standards, and will substantially follow the applicable documentation.

ii) Where any permits, approvals, or authorizations are required under applicable law, Twin will use reasonable efforts to obtain and maintain them.

13. Limitation of Liability and Release.

Nothing in this Agreement will operate to exclude or limit a Party's liability (i) for such Party's fraud or fraudulent misrepresentation; (ii) for death or personal injury resulting from such Party's negligence; (iii) (in the case of the Customer) to pay any Fees or other monetary amounts due under this Agreement; or (iv) to the extent that it cannot be lawfully excluded or limited. Each provision of this Section 13 is subject to this Section 13 (i).

Customer agree that Twin and/or its affiliates are not responsible for any losses or damages arising directly or indirectly from:

(i) Customer's breach of this Agreement.

(ii) Customer access to or use of the Site or the Services, except where expressly stated in these Terms.

(iii) Customer's failure, or the failure of any related party, to comply with any applicable laws.

(iv) Any information or materials made available through the Site, whether provided by Twin or third parties.

(v) The value, price, or perceived value of any Digital Token.

(vi) Any inaccurate, incomplete, or misleading information related to Customer Digital Token Wallet.

(vii) Any Service interruption, delay, malfunction, suspension, or decision by Twin in operating the Site or the Services.

(viii) Any loss, theft, unauthorized access, or security breach affecting Customer Digital Token Wallet or account, including acts by third parties.

(ix) Twin's decision to support or stop supporting any Supported Blockchain, protocol or Digital Token.

(x) Customer's failure to migrate any Digital Token to a Supported Blockchain or protocol when required.

(xi) Delays, losses, or loss of value caused by third parties, including insolvency, theft, freezes, seizures, or legal actions by authorities.

(xii) Any loss of Digital Token or loss of value caused by third-party software or technology failures.

Customer agrees to release Twin and its affiliates from all liability related to the above and to indemnify and hold them harmless from any resulting losses, to the extent permitted by law. These limitations apply regardless of the legal theory involved, even if Twin was advised of the possibility of such losses.

14. <u>Amendments to the Agreement</u>.

   Twin may modify this Agreement at any time. Users will be notified of such changes by the publication of the updated Agreement on the Site.

   By continuing to access or use the Services after the modifications take effect, the Customer agrees to be fully bound by the updated Agreement. If the Customer does not agree with the updated Agreement, the Customer must stop accessing and using the Services.

   If the modifications affect essential features of the Services, the Customer will be notified through the publication of the updated Agreement on the Platform and will be given the opportunity to

accept or reject them. If the Customer does not accept the updated Agreement and user consent is required to continue providing the Services, Twin may partially or fully disable access to the Services.

15. <u>Dispute Resolution. Governing Law and Jurisdiction</u>.

    Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Uruguay.

    Dispute Resolution. In the event of any dispute, disagreement, or conflict arising from the use of the Services, or from the application, interpretation, validity, or scope of this Agreement, the Customer may submit a Claim through the channels made available on the Site or, if not available, by contacting Twin in a reliable and verifiable manner.

    The parties shall make reasonable efforts to resolve the dispute amicably before initiating any legal action before the competent jurisdiction.

16. <u>General</u>.

a. *Notices*. Unless otherwise stated in this Agreement, all notices must be made in writing, including by electronic means. Notices may be delivered by personal delivery, certified or registered mail, courier service, email, or by posting in the Customer's account or dashboard. A notice will be considered given and received when it is delivered or delivery is attempted (even if refused), as shown by postal or courier confirmation, or one (1) Business Day after an email is sent or a notice is posted in the Customer's account. Notices must be sent to the contact details provided by each party under this Agreement, or to any updated contact details properly notified under this section.

b. *Entire Agreement*. This Agreement constitutes the entire agreement among the Parties regarding the matters herein, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

c. *Assignment*. Customers may not assign this Agreement without the prior written consent of Twin. Twin may assign this Agreement with notice to Customer. Subject to the foregoing, this Agreement will bind and insure to the benefit of the Parties, their respective successors and permitted assigns.

d. *Waiver, Severability*. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

e. *Force Majeure*. Twin will not be responsible for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control. These

events include, but are not limited to, natural disasters, fires, floods, strikes, power outages, bank failures, market volatility or collapse, government actions, acts of war, internet or system failures, cyberattacks, security breaches, criminal acts, failures of third-party service providers, or any other unforeseeable or unavoidable events outside Twin's control. In the event of a force majeure event, Twin will be excused from performing its obligations under this Agreement for as long as the event continues.

f. *Relationship of the Parties.* The Parties acknowledge and agree that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationships of trust or agency between the Parties, and that all Services are provided by Twin as an independent contractor. Each Party may not, and may not attempt to make any representation, warranty or commitment on behalf of the other Party.