



## TERMS OF SERVICE

**Last Updated: November 13, 2020**

BY USING OUR SERVICES, YOU: (A) REPRESENT AND WARRANT THAT: (I) YOU HAVE REACHED THE AGE OF 18, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US IS TRUE, ACCURATE, CURRENT AND COMPLETE; (B) AGREE TO BE BOUND BY AND COMPLY WITH OUR TERMS OF SERVICE AND PRIVACY POLICY, AS UPDATED FROM TIME TO TIME; AND (C) AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS OF SERVICE AND PRIVACY POLICIES OF OUR THIRD PARTY PARTNERS, FOR EXAMPLE, DIGITAL WALLET PROVIDERS, FINANCIAL MARKETPLACES AND EXCHANGES AND OUR TRUSTEES. IF YOU ARE USING OUR SERVICES ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO OUR TERMS OF SERVICE AND PRIVACY POLICY.

IF YOU ARE AN EMPLOYEE OR INDEPENDENT CONTRACTOR THAT IS ACCESSING OR USING OUR SERVICES ON BEHALF OF AN ISSUER, YOU MAY NOT ACCESS OR USE OUR SERVICES UNLESS THE ISSUER HAS ENTERED INTO A MASTER SERVICES AND PLATFORM AGREEMENT WITH US. PLEASE CAREFULLY READ ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY, INCLUDING THOSE RELATED TO WALLETS, PRIVATE KEYS, TOKENS, AND PRIVATE PLACEMENTS.

### Terms of Service

#### 1. Acceptance of the Terms of Service

The following Terms of Service (the “**Terms**”) govern your access to and use of: (a) our proprietary platform that facilitates the issuance and redemption of cryptographic tokens which are referred to as “**Stably Dollars**,” (formerly “StableUSD,” also known as “**USDS**,” or “**USDSB**,” collectively “**USDS**”), in exchange for real US dollars (the “**Platform**”); (b) any

cryptocurrency wallet made available through the Stably Platform for the storage of property represented in cryptographic token form on a blockchain (the **“Wallet”**); (c) all versions of the Stably Prime solution (**“Stably Prime”**) and (d) all other products or services provided by us to you in connection with the foregoing (collectively, the **“Stably Platform”** or **“Platform”**). These Terms of Service form an agreement between Stably Corporation (**“Stably,” “Company,” “Technology Service Provider,” “us,” “we,” “our”**), our regulated trustee partners, including Prime Trust, LLC (**“Prime Trust,” “Trustees,” “Regulated Trustee,”** and also known as the **“Issuer,”** or **“Administrator”** of the convertible virtual currency, USDS), and you. The term **“you,” “user,”** and **“client”** refer to the person or entity accessing or otherwise using the Stably Platform (**“use”** or **“using”** in these Terms of Service will mean any of the foregoing). By using the Platform, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms of Service or the Privacy Policy, do not access or use the Platform or the Stably Platform.

## **2. Stably Services**

### **2.1 Purchase and Redemption of USDS**

**USDS TOKENS ARE NOT MONEY, CURRENCY, OR LEGAL TENDER AND SHOULD NOT BE TREATED AS SUCH.**

The Stably Platform provides a technology interface to assist Regulated Trustees in the issuances and redemptions of USDS tokens. Every USDS token is fully collateralized by a US Dollar (“USD”). Stably utilizes tokenization smart contracts and escrow accounts managed by Trustees in order to legally create a 1-to-1 parity to the USD via direct redemption of USD held in escrow accounts that are insured by the Federal Deposit Insurance Corporation (“FDIC”) or equivalent insurance for the benefit of USDS token holders. At the instruction of the Regulated Trustee, our publicly-audited smart contracts issue USDS tokens when USD is deposited into the escrow accounts and destroy USDS tokens when USD is redeemed/withdrawn from the escrow accounts. This ensures that the number of USDS in circulation and the amount of USD held in escrow by our Trustees are equal. The escrow account holdings are also published periodically and subject to ongoing attestations by third party auditors. Except as outlined under the terms and conditions of the Distribution Awards, Partner Rewards and Affiliate Referral Rewards programs, USDS tokens do not pay interest, dividends or any other type of earnings. All interest and earnings

generated by the escrow accounts are owned by the Company and its Trustees.

To purchase USDS tokens, a client must first open an account on the Stably Platform. Once they are logged in to the Platform, the client must submit their personal and financial information, including bank account information and a valid Ethereum ERC-20 wallet address for receiving the USDS tokens to be purchased. The client can then create a USDS token issuance/purchase request. We then forward this information and the request to our Trustee. The Trustee then screens the client's information in accordance with their internal anti-money laundering procedures and "know your customer" compliance program ("AML/KYC"). Upon approval of the request, the Trustee will notify us, and we will notify the client to initiate a USD wire or ACH deposit to the escrow accounts held by our Trustee. Upon receipt of funds, the Trustee will authorize our smart contract to issue USDS tokens and send them to the client's wallet address.

To redeem USDS tokens, a client must also have an existing account that is AML/KYC-verified on our Platform. The client can then create a redemption request on our Platform. We will then forward the request to our Trustee. Upon approval of the request, we will notify the client to send their USDS tokens to a deposit address to be destroyed. Upon receipt of tokens, we will notify our Trustee to initiate the USD wire or ACH transfer to our client.

Possession of USDS tokens does not guarantee redemption or exchange of the tokens for real currency by the Company or its Trustees. The Company and Trustee reserve the right to refuse issuance or redemption of USDS tokens for any reason including, without limitation: if any act, conduct, transaction, omission, or misrepresentation, of the party requesting the issuance or redemption, violates, attempts to violate, causes, aids, or abets the violation of any applicable laws, statutes, ordinances, or regulations; is suspected or believed to have blocked property, frozen assets, or economic resources, or the proceeds of any crime, terrorist financing, or corruption related to any person or government official under any applicable laws; exposes the Company or Trustee to sanctions, restrictions, penalties, or reputational harm. The Company and Trustee also reserve the right to refuse to issue or redeem USDS upon receipt of any subpoena, order, or request from any government, government official, or law enforcement authority of competent jurisdiction.

## **2.2 Stably Prime**

Stably Prime is intended only to be used in conjunction with Stably’s regulated financial institution partners. As discussed in Section 3 of these Terms, Stably is a technology service provider that works with our Regulated Trustees. Stably Prime is powered by Prime Trust and Stably Corporation. Your Stably Prime fiat funds will be deposited into a custodial account maintained by Prime Trust for the benefit of account holders at one or more FDIC-insured banks. Your cryptocurrencies, i.e. Bitcoin, USDS and other digital assets will be deposited and secured in cold storage by Prime Trust. Prime Trust’s fees, terms and conditions as well as any additional pricing from Stably are outlined in the Stably Prime fee schedule below:

## Stably Prime fee schedule

Fee type	US	International
Wire deposit	0	0
Wire withdrawal	\$15 + 0.1%	\$35 + 0.1%
USDS deposit	0	0
USDS withdrawal	\$1	\$1
Transfer on Stably Prime	0	0

All asset custody, funds processing, convertible virtual currency administration, issuance, redemption, trustee and fiduciary services are provided by Prime Trust. Digital assets are held in secure cold storage and USD funds are held in FDIC-insured bank accounts by Prime Trust. Stably is a technology services provider, not a licensed or regulated financial institution, and Stably does not manage or take custody of client funds.

Stably also partners with other third-party over-the-counter (“OTC”) cryptocurrency dealers on the PrimeX network to provide cryptocurrency trading services for Stably

Prime account holders. PrimeX is Prime Trust's internal settlement system that facilitates 24/7 fund transfer services among Prime Trust account holders, including Stably Prime clients, OTC traders, liquidity providers, and cryptocurrency exchanges. Additional OTC trading fees with our partners on PrimeX may vary based on each transaction's size as well as current market conditions. The Stably Prime platform will provide the latest quote and fee estimates from our partners in order to obtain user approval before each trade can be executed and settled on PrimeX.

PrimeTrust and PrimeX have additional terms and conditions applicable to their services. Those terms and conditions may be reviewed [here](#).

### **2.3 Stably Prime Rewards and Reward Calculation**

Clients may be eligible to participate in Stably Prime Lending ("SPL") with Stably or affiliates of Stably, for "lending" services of crypto assets held in Client's' Stably wallets. In such a case, Clients will send their requested lending amount, and KYC/AML information for identity verification purposes. If approved, such application shall be subject to a separate lending agreement to be entered into between Clients and SPL (the "Lending Agreement"), and Stably shall hold the digital assets provided as collateral under the Lending Agreement for the benefit of its SPL. Clients are eligible to receive rewards while their digital assets are held with Stably ("Held Digital Assets") pursuant to a Lending Agreement. The term "crypto lending" encompasses both loans and rentals, as the case may be under applicable law.

Stably reserves the right to update our rates and the rate changes are based on market conditions. Rewards will be accumulated and added to your Stably wallet in USDS on the first business day of each month provided that your Stably wallet must be open on the date the credit is earned for you. to receive the applicable rewards. We calculate the rewards on your Held Digital Assets based on market demand.

### **2.4 Licensing and Jurisdiction**

Stably is not a bank, depository institution, trust company, broker/dealer, money transmitter, or any other type of Financial Institution as that term is defined in the U.S. Bank Secrecy Act, or related rules or regulations. Stably is a blockchain technology service provider who partners with regulated financial institutions that are fully registered and licensed to operate as banks, trust companies, or money transmitters in their respective jurisdictions. As a result, all token issuance and redemption requests submitted to the Stably Platform will be forwarded to and processed by our

Trustees. The Company does not make any decision to issue and redeem, or authorize the issuance or redemption of, USDS tokens and all token issuances and redemptions require approval and authorization from a Regulated Trustee. The Stably Platform is currently controlled and operated by Prime Trust, LLC (“Prime Trust”) from its offices in the State of Nevada. Prime Trust is a Nevada chartered and regulated financial institution.

Residents of the State of New York and Texas (USA), the Province of Québec (Canada), and certain other jurisdictions, including but not limited to Cuba, Crimea and Sevastopol, Iran, North Korea, and Syria, may not purchase, hold nor redeem USDS tokens. Prime Trust retains full discretion to refuse to complete any instruction to purchase or redeem USDS tokens. Access to the Platform from jurisdictions where the contents or practices of the Platform are illegal, unauthorized, or penalized is strictly prohibited.

### **3. Anti-Money Laundering, Counter-Terrorist Financing, and Sanctions**

Stably and our Regulated Trustees are committed to providing you with safe, compliant, and reputable services through the Platform. Accordingly, both Stably and our Regulated Trustees insist on a comprehensive and thorough customer due diligence process an implementation as well as ongoing analysis and reporting. This includes monitoring of and for suspicious transactions and mandatory reporting to international regulators.

Our Trustees and all other regulated financial institutions and money transmission partners of Stably reserve the right to refuse registration to, or to bar transactions from or to, anyone from or in jurisdictions that do not meet international AML–CTF standards as set out by the Financial Action Task Force (“FATF”) or other high-risk jurisdictions; to anyone that is a Politically Exposed Person within the meaning of the FATF’s 40+9 Recommendations; or that fails to meet any of our customer due diligence standards, requests, or requirements; or to anyone that is on the Specially Designated Nationals List of the U.S. Office of Foreign Assets Control (“OFAC”); any Canadian designated persons list, including the Consolidated Canadian Autonomous Sanctions List; any UN Sanctions List; or other applicable sanctions or watchlist. The Trustee may also refuse registration to, or bar transactions from or to, anyone from, resident in, or transacting to a country subject to UN, US, Canadian or other applicable economic sanctions. In lieu of refusing registration, we may perform enhanced customer due diligence procedures at the sole discretion of Stably and the applicable Regulated Trustee. At all times, you may be subject to enhanced customer

due diligence procedures in your use of the Platform and any related service.

Our Trustees and all other regulated financial institutions and money transmission partners of Stably reserve the right to prohibit specific cryptocurrency wallet addresses from accessing the Platform, receiving USDS tokens, or transferring USDS tokens if properly directed to do so by law enforcement or a court of competent jurisdiction. The Company will cooperate with applicable law enforcement and regulatory authorities where it is required to do so and will share information if there are grounds to believe that USDS is being used for illegal purposes.

Our Trustees and all other regulated financial institutions and money transmission partners of Stably reserve the right to prohibit specific cryptocurrency exchanges from accessing the Platform, receiving USDS tokens, or transferring USDS tokens if the exchange has not been pre-approved by the Company or the Company is properly directed to do so by law enforcement or a court of competent jurisdiction. The Trustee reserves the right to restrict or prohibit the listing or trading of USDS on any exchange in its sole and absolute discretion. Any exchange that lists USDS represents and warrants to the Company that by doing so it is duly organized, registered, licensed, and shall comply with all applicable laws and rules in every jurisdiction in which it operates.

Furthermore, any exchange listing USDS represents and warrants to the Company that by doing so it has AML and Counter Terrorist Financing controls meeting the requirements in every jurisdiction in which it operates. The Company will make reasonable efforts to notify and inform exchanges in advance of any such restriction or prohibition, unless the Company is prohibited from doing so by law or under an order from a court of competent jurisdiction or authority.

#### **4. Changes to these Terms of Service and Stably Platform**

Except where prohibited by applicable law, we reserve the right to change these Terms of Service at any time without notice. Your continued access to or use of the Stably Platform after any changes to these Terms of Service indicates your acceptance of such changes. It is your responsibility to review these Terms of Service regularly. We reserve the right to change the Stably Platform at any time, without notice.

#### **5. Accessing the Stably Platform**



- a. We reserve the right to amend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. This includes, but is not limited to, replacing the existing Stably smart contract with a new smart contract or moving USDS to a new blockchain. In the event that the Stably smart contract is replaced or moved to a new blockchain, balances will be transferred and the old USDS will not be valid for any purpose and shall be frozen.
- b. Should the Ethereum blockchain fork, we reserve the right to select the new fork based on factors that include, but are not limited to, community adoption and long-term viability. In the event of an Ethereum fork, Stably on the non-chosen fork will not be valid for any purpose and shall be frozen.
- c. In order to cause USDS to be issued or redeemed, you must be a verified customer of the Company and the relevant Regulated Trustee. You must create an account on the Platform and pass any bank verifications and KYC/ AML validation requirements that we or our fiduciary partners require. It is a condition of your use of the Platform that information you enter into the Platform is correct, current, and complete. All information you enter into the Platform is governed by our Privacy Policy.
- d. We will use commercially reasonable efforts to make available the Stably Platform to you in accordance with these Terms of Service. Notwithstanding the foregoing, the Company and the Trustee reserve the right to deny access to the Platform to anyone or cancel an account for any reason, including but not limited to violations of our Terms of Service, applicable laws and/or regulations, or engaging in any Prohibited Uses, or for scheduled maintenance, or to address any emergency security concerns and at any time, at our sole discretion. If we terminate your account for any reason, we'll provide you with notice of our actions and make any unrestricted USDS available for redemption, as allowed by law.
- e. The Trustee reserves the right to prohibit token issuance and redemption requests if the total amount submitted is less than \$100 USD per transaction. The Company may reduce this minimum amount in the future in coordination with our Trustees.



## 6. Account Security

You are solely responsible for maintaining the confidentiality of your account information, as well as any and all activities that occur under your account. You must immediately notify us of any unauthorized use of your account and any other such security breach. We will not be liable for any loss that may occur as a result of someone else using your account or password, with or without your knowledge. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Furthermore, to minimize loss and damages arising out of potential cyberattacks, account breaches and fraud, we reserve the right to place and adjust upper limits on transaction amounts. For example, if there is an immediate or potential risk of an account hack on our Platform or other Platforms of similarly situated companies are known to be under cyber or internal company security or account breaches, we may take immediate action, including, but not limited to, limiting all or select buy/sell orders to \$100 USD per transaction.

## 7. Customer Data Provided to Stably

You grant to us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable license during the Term (defined below) to access, collect, store and use any data, information, records and files that: (a) you load, transmit to or enter into the Stably Platform; or (b) that we collect from your usage of the Stably Platform ((a) and (b), collectively, the “**User Data**”), to: (i) develop, enhance and make available the Stably Platform; and (ii) to produce data, information or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the “**Aggregated Statistical Information**”). Our operational relationship requires us and permits use to improve the system by being free to create, use and disclose Aggregated Statistical Information for any purpose and without obligations of any kind.

## 8. Ownership

All rights, title and interest, including intellectual property rights, in the Stably Platform, Aggregated Statistical Information and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will

remain with us (or our third party suppliers, if applicable). The Stably Platform and all materials provided by us hereunder are licensed and not “sold” to you. All rights not expressly granted to you in these Terms of Service are reserved.

## **9. No Unlawful or Prohibited Use**

Without limiting the generality of the foregoing, you will not (and will not attempt to), as applicable:

- a. Send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Stably Platform any data, information, pictures, videos, music, or other materials or content that:
  - i. Contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data.
  - ii. You do not have the lawful right to send, upload, collect, transmit, store, use, publish or otherwise communicate.
  - iii. Is false, intentionally misleading or impersonates any other person.
  - iv. Is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual.
  - v. Is harmful to minors in any way or targeted at minors.
  - vi. Violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity).
  - vii. Encourages any conduct that may violate any applicable laws or would give rise to civil or criminal liability.
- b. Disables, overly burdens, impairs, or otherwise interferes with servers or networks connected to the Stably Platform (e.g., a denial of service

attack).

- c. Attempts to gain unauthorized access to the Stably Platform.
- d. Uses any data mining, robots, or similar data gathering or extraction methods, or copies, modifies, reverse engineers, reverse assembles, disassembles, or decompiles the Stably Platform or any part thereof or otherwise attempts to discover any source code.
- e. Uses the Stably Platform for the purpose of building a similar or competitive product or service.
- f. Uses the Stably Platform or USDS for any criminal activity or unlawful purposes.

## 10. Privacy

Please click [here](#) to review our current Privacy Policy, which contains important information about our practices in collecting, storing, using and disclosing information about identifiable individuals (“ Personal Information ”), and which is hereby incorporated into and forms a part of these Terms of Service.

The Stably Platform may provide links to third party websites or applications. These links are provided solely for your convenience and for the convenience of other users of the Stably Platform. We do not endorse the information, products, or services described on those websites or applications; or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness for any purpose. The content in any linked website or application is not under our control, and if you choose to access any such website or application, you do so entirely at your own risk.

## 11. Fees

Unless otherwise agreed in writing, our fee schedule is subject to future changes without notice but we will make commercially reasonable efforts to inform existing account holders of such decision in a reasonable amount of time before it happens.

Any fees will be automatically charged.

## 12. Billing

Per these Terms, you understand and agree that in order to carry-out and account for the Services rendered to you as a User and account-holder, you may receive separate billing from Stably and its Regulated Trustee or other regulated financial partner or money transmission business partners.

### **13. Communications Not Confidential**

We do not guarantee the confidentiality of any communications made by you through the Stably Platform. We do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Stably Platform.

### **14. Warranty**

You represent and warrant to, and covenant with us that all User Data will only contain Personal Information in respect of which you have obtained all applicable third party consents and permissions and otherwise have all authority, in each case as required by applicable laws, to enable us to provide the Stably Platform and exercise our rights under these Terms of Service.

### **15. Disclaimers**

The laws of certain jurisdictions do not allow the exclusion or limitation of legal warranties, conditions or representations. If these laws apply to you, some or all of the exclusions or limitations of legal warranties, conditions or representations in these Terms of Service (including the following disclaimers) may not apply and you may have additional rights. Without limiting the foregoing, you acknowledge, understand, and agree that:

- a) **General Disclaimer:** The Stably Platform is provided “as is” and “as available”, with all faults and without warranties or conditions of any kind. To the fullest extent permitted by applicable law, we disclaim all warranties, representations and conditions of any kind with respect to the Stably Platform whether express, implied, statutory or collateral, including, without limitation, the warranties and conditions of merchantability, merchantable quality, compatibility, title, security, reliability, completeness, quiet enjoyment, accuracy, reliability, currency, timeliness, quality, integration, fitness for a particular purpose and non-infringement, or any warranties or conditions arising out of course

of dealing or usage of trade, or that the Stably Platform is or will be error free or will operate without interruption.

- b) **Private Keys and Wallets:** You acknowledge and agree that it is your responsibility to protect the private keys to your tokens and ensure their safety and security. If you lose your private keys, it will not be possible for us to recover it on your behalf. If we make available our digital wallet for the storage of tokens to you, we do so out of convenience only and assume no responsibility or liability in connection with your use of our wallet.
- c) **Use of Correct Address for Token Transactions:** You acknowledge that blockchain token transactions are technically irreversible and that it is your sole responsibility to ensure the correct address is used for any blockchain token transactions through the Stably Platform. We cannot reverse any blockchain token transactions and, accordingly, will not reimburse or refund you for any such transactions.

## 16. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will we, or that of our third party service providers and contractors, be liable whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any damages of any kind (including, without limitation, direct, indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities), whether or not we were advised of the possibility of such damages, resulting from or related to these Terms of Service. This limitation of liability also includes any loss or damages arising out of offline and cyber-security attacks on the company or platform. To the extent that the foregoing limitation is not permitted by applicable law, in no event will our total aggregate liability in connection with or under these Terms of Service, or your use of, or inability to make use of, the Stably Platform exceed \$100 USD. For greater certainty, the existence of one or more claims under these Terms of Service will not increase this maximum liability amount.

## 17. Prohibited Businesses

In addition to the prohibited uses described above, the following categories of businesses, business practices, and sale items are barred from the Platform

("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Service involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at [info@stably.io](mailto:info@stably.io). By using the Platform, you confirm that you will not use it in connection with any of following businesses, activities, practices, or items:

1. Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.
2. High risk businesses: any businesses that we believe pose elevated financial risk, legal liability, or violate card network or bank policies.

#### **18. Assumption of Risk; No Advice; Authorized Exchanges Only**

Cryptocurrency markets are volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. You are solely responsible and liable for your account on the Platform and knowing the true status of your USDS even if the information on the Platform is displayed incorrectly. We do not provide any investment advice or consultation on the advisability of purchasing USDS, the timing of a purchase or redemption, or any other matters regarding the purchase or redemption of USDS, such as trading techniques, models, algorithms, or any other schemes.

Furthermore, USDS is officially listed for trading only on cryptocurrency exchanges that are authorized partners of Stably. To become an authorized exchange partner, the exchange operator must have KYC/AML/CFT programs and procedures in place as well as apply to go through a review process with Stably's internal compliance team. Once approved, the authorized exchange partner may list USDS for trading. Any unauthorized exchange that lists USDS without an official agreement with Stably is considered in breach of the Terms of Service herein contained.

If you operate a cryptocurrency exchange and wish to list USDS for trading, please contact [exchanges@stably.io](mailto:exchanges@stably.io) to learn more.

#### **19. No Class Proceedings**

Any party hereto 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 the parties agree otherwise, any adjudicator of any claim—whether judicial or otherwise—may not consolidate or join more than one party’s claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any adjudicator of any claim may award relief, including monetary, injunctive, and declaratory relief, only in favor of the party seeking relief, and only to the extent necessary to provide relief necessitated by that party’s claim(s). Any relief awarded cannot affect other users of the Platform or of any Services.

## **20. Indemnification**

You will defend, indemnify and hold harmless us and all of our officers, directors, shareholders, investors, employees and agents from and against any third party claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including reasonable legal and accounting fees, arising out of or in connection with:

- a) Your breach of your warranties described hereunder.
- b) Your violation of any applicable law or the rights of a third party (including intellectual property rights).
- c) Your use of the Stably Platform contrary to these Terms of Service or other instructional manuals, guidelines or documentation made available by us to you.

## **21. Term and Termination; Survival**

These Terms of Service will commence on the day you first use the Stably Platform and will continue in force until terminated by either party (the “**Term**”). Either party may terminate these Terms of Service as follows: (a) we may terminate these Terms of Service at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through the Stably Platform; (b) you may terminate these Terms of Service at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Stably Platform) that you want to delete your account with us.



The following Sections, together with any other provision of these Terms of Service which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Service, will survive expiration or termination of these Terms of Service for any reason: 8 (Ownership), 10 (Privacy), 13 (Communications Not Confidential), 16 (Disclaimers), 17 (Limitation of Liability), 21 (Indemnification), 22 (Survival), and 23 (General Provisions)

## 22. General Provisions and Choice of Law

Except as restricted by applicable law, these Terms of Service will be governed by the laws of the State of Washington and such laws apply to your access to or use of the Stably Platform, notwithstanding your domicile, residency or physical location. You will only use the Stably Platform in jurisdictions where the Stably Platform may lawfully be used. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction of the State of Washington and venue of courts in the State of Washington in all disputes arising out of or relating to the use of the Stably Platform.

- a) **Entire Agreement:** These Terms of Service constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Stably Platform. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- b) **Waiver:** Our failure to insist upon or enforce strict performance of any provision of these Terms of Service will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Service must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- c) **Severable:** If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Service and all other provisions of these Terms of Service will

remain in full force and effect.

- d) **Assignment:** You will not assign these Terms of Service to any third party without our prior written consent. We may assign these Terms of Service or any rights under these Terms of Service to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms of Service will be binding upon permitted assignees. These Terms of Service will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.
- e) **Force Majeure:** We will not be liable for delays caused by any event or circumstances beyond our reasonable control, including acts of God, acts of government, pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service failures or delays.
- f) **Taxes and Fees:** You are solely liable for all the taxes and fees resulting from use of the Platform. These Terms of Service alone do not create a joint venture, partnership, or principal-agent relationship between you, the Company and our Trustees, or any other users, and nothing in these Terms of Service may be used to imply such a relationship. You agree to indemnify, defend, and hold the Company and our Trustees harmless from any liability for, or assessment of, any claims or penalties with respect to such taxes, labor, or employment requirements, including any liability for, or assessment of taxes imposed on the Company or our Trustees by the relevant taxing authorities with respect to any fees paid to you as the result of using the Platform.

*You may contact us via email about privacy questions, comments, or concerns at: [info@stably.io](mailto:info@stably.io).*

