Merchant Agreement

Last updated: March 2026

This Merchant Agreement, any terms and conditions constituting a supplement to or complementing this Merchant Agreement and all agreements incorporated by reference and forming part of this Merchant Agreement (collectively, this "Merchant Agreement") are among you and Centauri Pay LLC, doing business as CoinPayments (hereinafter "CoinPayments"), located at 101 Hudson Street, Jersey City, New Jersey 07302.

Unless otherwise stated herein, references to "CoinPayments", "we", "us" or "our" in this Agreement will refer collectively to CoinPayments, providing Services (as defined below) to you and their respective direct and indirect parent companies, subsidiaries, affiliates and entities under common control. In this Agreement, "you," "your" or "User" means any person or entity using the CoinPayments Site (as defined below) or any of our Services and the person or entity to whom CoinPayments is providing Services and enters into this Agreement.

For purposes of this Agreement, **"**Digital Asset" means any digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (including virtual currency, digital currency, virtual assets, virtual commodities or other digital assets).

If we are required to do so for legal or regulatory purposes or at any time you tell us or we discover that your country of residency, domicile or jurisdiction has changed, you agree that, if necessary, we will automatically novate your Agreement with us to an additional counterparty chosen by us or that is providing CoinPayments' Services in your new country of residency, domicile or jurisdiction and by agreeing to the terms and conditions of this Agreement, you hereby agree to such novation and all of the terms and conditions of the agreement with such additional counterparty.

This Agreement governs your use of the gateway payments software applications accessed through the CoinPayments Site and all services provided by us from time to time, including, without limitation, the Services provided by CoinPayments (collectively, the "Services"). In this Agreement, "VASP Services" means act as a custodian Digital Asset wallet service provider; accept Digital Assets as a method of payment for the sale of commercial goods by a third party; exchange Digital Assets for other Digital Assets either by using CoinPayments' own proprietary Digital Assets or by transmitting your order for execution to a third-party service provider; exchange Digital Assets for fiat money (and vice versa) through our partners; and the transfer of Digital Assets, that is to say, move Digital Assets from one Digital Asset address or account to another.

By visiting, accessing, or using the website www.coinpayments.net, or any of our other

websites, or the platform and technology integrated therein, web pages, features, Content (as defined below) or applications we own or operate (including mobile applications) and/or when you use any of our application programming interfaces ("APIs") or third party applications relying on such APIs (collectively, the "CoinPayments Site") or any of our products or Services, you (a) acknowledge that you have the right, capacity and authority to accept this Agreement; (b) acknowledge and agree that you have read, understood and accept all of the terms and conditions contained in this Agreement, as well as all of the terms and conditions of our Privacy Policy which is hereby incorporated by reference and forms part of this Agreement; and (c) consent to the terms and conditions of this Agreement. You should read this Agreement and the Privacy Policy carefully and in their entirety.

This Agreement is effective as of the earliest date and time at which you have visited or accessed the CoinPayments Site.

If you do not agree to be bound by the terms and conditions of this Agreement or the Privacy Policy, you must not use or access the CoinPayments Site or use or access any of our products or Services. Any use of or access to the CoinPayments Site or our products and Services means you consent to and agree to the terms and conditions of this Agreement and the Privacy Policy. If you do not read and accept this Agreement and our Privacy Policy in their entirety, you should not use or continue using the CoinPayments Site or our products and Services.

No partnership, joint venture, employee-employer, joint associates for profit, agency or franchiser franchisee relationship is intended or created by this Agreement. We do not endorse or recommend any particular Digital Asset or transaction. You acknowledge and agree that: (a) we are not acting as your bank, financial institution, broker, dealer, intermediary, agent, or advisor or in any fiduciary capacity and nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, any fiduciary or advisory relationship between you and us to exist; and (b) no communication or information provided to you by us including, without limitation, our Content shall be considered or construed as transaction, investment, tax, or any other form of advice. Independent advice should be sought where applicable and appropriate. You acknowledge and agree that the decision to use our Services and all transaction decisions are made solely by you and we bear no responsibility or liability for the outcome of your decisions.

LICENSE DISCLOSURES AND REPRESENTATIONS

Centauri Pay LLC is in the process of seeking licenses to engage in money transmission activities in all applicable states, and these licenses may impact our provision and your use of certain Centauri services depending on where the transaction occurs. The

Company's licenses and corresponding required disclosures can be found on the Licenses and Registrations page, which is incorporated here by reference. For applicable states, where Centauri's Services require a license, the Services are being provided through Ram Payment, LLC (NMLS ID #: 1867991) (hereinafter "Additional Countrparty"). Ram Payment, LLC licenses can be found at https://reliantpayment.com/licenses/. The relationship between you and Ram Payment, LLC can be found on the Terms and Conditions.

The Company, and through its Service Providers and/or Additional Counterparty agree to maintain appropriate licensing to conduct the Services provided to you. Centauri Pay LLC is registered with the United States Treasury Financial Crimes Enforcement Network as a Money Services Business and assigned MSB #: 31000316280641. All Services provided to you shall be entitled to the full protections of customers of Money Transmitter companies under applicable state law, either through the licenses held directly by Coinpayments or through our Additional Counterparty.

The Company, and through its Service Providers and/or Additional Counterparty agree to maintain all reasonable Know Your Customer ("KYC") and Anti-Money Laundering ("AML") controls consistent with a registered Money Services Business which is compliant with the Bank Secrecy Act and other applicable laws.

CAUTION:

Engaging in the use, holding, or trading of Digital Assets involves significant risks, including but not limited to market volatility, regulatory uncertainty, security vulnerabilities, liquidity constraints, and technological failures. You should carefully evaluate whether you can bear these risks and determine if such activities align with your financial situation and risk tolerance.

You acknowledge and agree that you access and use the Services at your own risk. We do not guarantee the stability, security or value of any Digital Assets and you accept full responsibility for any potential losses resulting from your use of the Services.

We reserve the right to change, modify, or otherwise update the terms and conditions contained in this Agreement, including but not limited to any policy or guideline of our Services or the CoinPayments Site that forms part of this Agreement (the "Updated Merchant Agreement"). The Updated Merchant Agreement will be effective upon actual, constructive, or inquiry notice (the "Notice Date"). We may provide notice by posting the Updated Merchant Agreement on the Website, changing the "Last updated" date at the top of the Agreement, through a pop-up or e-mail communication, and/or by any other means we deem necessary. You agree that we will not be liable to you or any third

party for any losses suffered resulting from any modification or amendment of this Agreement.

If you do not agree to be bound by the Updated Merchant Agreement, your sole and exclusive remedy will be to close your Account (as defined below) within thirty (30) days of the Notice Date and your access or use of the Service(s) will be permitted only to the extent necessary to immediately close your Account. You acknowledge that you may close your Account without making any trades or transactions using the Service(s), and that any such actions are not necessary to close your Account. Your non-termination or continued use of the CoinPayments Site or Services after such thirty (30)-day period will constitute your acceptance of the Updated Merchant Agreement as of the Notice Date.

Certain products and Services may be subject to additional terms and conditions specified by us from time to time, and your use of such products and Services is subject to those additional terms and conditions, which are hereby incorporated into this Agreement by reference. Further, this Agreement is in addition to any other agreements between you and us, including any customer or account agreements, terms and conditions for the use of our biometric authentication Service and any other agreements that govern your use of software, products, goods, Services, Content, tools, and information provided by us and hereby incorporates by this reference any additional terms or notices posted by us through the CoinPayments Site, or otherwise made available by us.

If you have questions about this Agreement or our products and Services, please refer to the FAQ section of the Website. Additionally, you can contact us at support@coinpayments.net or submit a support ticket through our support system at https://www.coinpayments.net/supwiz-other-feedback for further assistance.

1. *Eligibility*. You represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old) and have full power, capacity and authority to enter into legally binding contracts; (b) have not previously been suspended or removed from using our products or Services; (c) have full power, capacity and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party; (d) are not in non-compliance with this Agreement or the Privacy Policy; (e) are not located in, under the control of, or a citizen, national or resident of any of the Restricted Jurisdictions; (f) are not on any trade or economic sanctions list, such as the European Union Consolidated Sanctions list, the UN Security Council Sanctions list or the Office of Foreign Assets Control (OFAC) list or in breach of applicable law; (g) will not use our products or Services if any applicable laws in your country prohibit you from doing so; and (h) meet all eligibility requirements for our products and Services at the time of using any of our products or Services.

The CoinPayments Site and our products and Services are also not available to persons who, in our sole opinion, present an unacceptable level of credit, legal or reputational risk to us, our products, Services or to others. Any use of the CoinPayments Site or our products and Services by anyone who does not meet our eligibility requirements is strictly prohibited and in violation of this Agreement. We may require, on an ongoing basis, that you demonstrate to us that you continue to meet our eligibility requirements. Our decisions with respect to eligibility are final.

In order to use the CoinPayments Site and our products or Services, you must either: (a) register for a personal or merchant account (an "Account" or your "Account") and agree to and accept the terms of this Agreement and our Privacy Policy; or (b) if you are a Read-Only User (as defined below), agree to and accept the terms of this Agreement and our Privacy Policy in order to be granted read-only access to an Account. We may, in our sole discretion, refuse to open an Account for you or limit the number of Accounts that you may hold or limit or refuse to grant you or a Read Only User access to an Account. When creating your Account, granting access to your Account and/or being granted access to an Account, you must at all times provide accurate and complete information, and you must keep this information up to date. You may never use another User's account or take Digital Assets or funds from another User's account without permission.

If you open an Account or are granted access to an Account on behalf of an organization, or other entity, then: (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the organization or entity with the authority to bind the organization or entity to this Agreement, our Privacy Policy and all other policies, agreements and notices referenced in this Agreement, and that you agree to this Agreement, our Privacy Policy and all of such other policies, agreements and notices on the entity's or organization's behalf.

2. *Our Services*.

2.1 *Digital Asset Services*. Centauri's Services or the services of its partners enable you to store, track, transfer, manage and convert your balances (collectively, "Digital Asset Transactions") of certain supported Digital Assets in Digital Asset wallets hosted by Cetauri. We will process Digital Asset Transactions in accordance with the instructions we receive from you. When you request that Cetauri receive or deposit Digital Assets into your Account from another one of your Accounts or wallets or request that Cetauri transfer Digital Assets to another wallet or account from your Account, you authorize Cetauri to execute such transaction via the Services. Prior to submitting instructions to

us, you should verify all transaction information. We do not guarantee the identity of any recipient, user, requestee or other party and we will have no liability or responsibility for ensuring that the information you provide is accurate and complete. You shall provide us with any information that we may require from time to time in relation to any Digital Asset Transaction.

You cannot reverse a Digital Asset Transaction once it has been broadcast to the relevant Digital Asset network. If a Digital Asset Transaction has not yet been confirmed on the Digital Asset network, Digital Asset(s) associated with such transaction will be designated as pending and will not be included in your Digital Asset wallet balance or be available to conduct Digital Asset Transactions. You cannot reverse or change any Digital Asset Transaction marked as complete or pending.

You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws) in your use of our products and Services.

We may refuse to process or cancel any pending Digital Asset Transaction as required by law or any court or other authority to which we are subject in any jurisdiction. We further reserve the right to delay any Digital Asset Transaction if we perceive a risk of fraud or illegal activity. We also have the right to refuse to process or cancel any Digital Asset Transaction due to technological issues with the blockchain software, our own software, or for other technological reasons.

Our Services are available only in connection with those Digital Assets that we support which may change from time to time. A full list of the Digital Assets we currently support can be found on the Website at Supported Coins. You will not use your Account or your Digital Asset wallet to store, send, request, or receive Digital Assets in any form that we do not support (we will use reasonable efforts to help you move or sell Digital Assets that we no longer support). We assume no responsibility or liability in connection with any attempt to use your Account or Digital Asset wallet for Digital Assets that we do not support.

You agree that you will not receive interest or other earnings in your Account or Digital Asset wallet from the use of our Services except through your own Digital Asset Transactions and we have no responsibility or liability to you for Digital Asset Transactions conducted by you or conducted by us in accordance with your instructions. You are prohibited from using our products and Services for any illegal or fraudulent purposes or for the purpose of consummating transactions for any other parties.

All Digital Assets received by the Additional Counterparty in your Account (“Received Assets”) are custodial assets held by the Additional Counterparty for your benefit, as

described in further detail below:

(a) Ownership. Title to Received Assets shall at all times remain with you and shall not transfer to the Additional Counterparty, except as provided herein. As the owner of the Received Assets in your Account, you bear all risk of loss of such Received Assets, and we have no responsibility or liability with respect to the value of the Digital Assets in your Account. We are under no obligation to issue any replacement Digital Assets or funds in the event that any Digital Assets, funds or password are lost, stolen, malfunctioning, destroyed or otherwise inaccessible. None of the Received Assets in your Account are our property, are loaned to us, or are subject to the claims of our creditors, and we don't represent or treat Received Assets in your Account, or in any other customer account, as our property.

However, a court may disagree with such treatment of your Digital Assets and subject them to claims of our creditors. Except as required by a facially valid court order, applicable law, or except as provided herein, the Additional Counterparty will not sell, transfer, loan, hypothecate or otherwise alienate Received Assets in your Account unless instructed by you or as otherwise authorized by this Agreement. For the avoidance of doubt, we make no warranty that Digital Assets in your Account (including Received Assets) are held by you free and clear of any security interest or other lien or encumbrance.

(i) Bailment Status; No Property Interest in Estate. Digital Assets held by the Company and/or the Additional Counterparty for you are held solely in a custodial, fiduciary, or bailment capacity, as applicable, and shall not be treated as general assets of the Company. In the event of any liquidation, dissolution, receivership, assignment for the benefit of creditors, bankruptcy filing, or similar proceeding of or involving the Company (each, a "Bankruptcy Event"), the Digital Assets held for you shall not constitute property of the Company's bankruptcy estate under 11 U.S.C. § 541. The Company shall take all actions necessary to ensure that such Digital Assets are promptly returned to you or their lawful designees.

(ii) Segregation; On-Chain Identification. The Company shall maintain (a) segregated wallets or accounts designated on its books and records as "Customer Property," "Company Property," or similar, and (b) accurate on-chain or ledger-level identification of Digital Assets held for each Depositor. The Company shall keep such Digital Assets separate from the Company's proprietary assets at all times. To the maximum extent practicable, each

Depositor's Digital Assets shall be separately identifiable on the applicable blockchain or ledger.

(iii) No Creditor Relationship. The holding of Digital Assets by the Company for a Depositor shall not create a debtor–creditor relationship between the Company and the Depositor. The Company shall not treat such Digital Assets as liabilities on its balance sheet, except to the extent required by applicable accounting standards while preserving the Depositor's retained title and bankruptcy-remote status as set forth herein.

(iv) Constructive Trust. In the event that any Digital Assets owned by a Depositor are ever deemed to have become property of the Company's estate or otherwise commingled with Company property, the Company acknowledges and agrees that such Digital Assets shall be held in constructive trust for the exclusive benefit of the Depositor, and the Company (or any trustee, receiver, or similar fiduciary) shall promptly take all steps to restore such Digital Assets to the Depositor.

(v) Perfection; Notice. The Company shall take all actions required under applicable law to maintain each Depositor's perfected interest in its Digital Assets, including maintaining control, providing notices to third parties, and executing necessary acknowledgments or control agreements.

(b) Control. You control the Received Assets. At any time, subject to outages, downtime, and other applicable policies or the other terms of this Agreement, you may withdraw your Received Assets by sending them to a different blockchain address controlled by you or a third party.

(c) Wallets. Your Digital Assets may be held in a separate individual wallet only if instructed by you and when available as part of our Services in our sole discretion. Unless otherwise instructed and agreed to by us, your Digital Assets will be held in a general multi-client wallet pooled with those of other users and managed and overseen by the Additional Counterparty and its accounting procedures. Individual user entitlements may not be identifiable by separate physical documents of title or other electronic records, and, in the case of an irreconcilable shortfall, you may not receive your full entitlement and may share in the shortfall pro rata to your share of the Digital Assets in the omnibus account or pool. You hereby expressly consent to the pooling of your Digital Assets with the Digital Assets of other users. You further represent and warrant that you are, and shall remain at all times, the ultimate and effective beneficial owner of the Digital Assets

held by the Additional Counterparty, that you shall not act as nominee or trustee for any other person, and that you shall not transfer, assign, pledge, charge or otherwise create any security interest whatsoever over such Digital Assets without our prior written knowledge and consent.

(d) Position Register. We shall keep a register of positions opened in the name of each user opting for the Additional Counterparty's Digital Asset custodial wallet Services. Every transaction, whether a deposit, withdrawal, or internal transfer, is promptly recorded, ensuring that all movements of Digital Assets are fully documented and regularly updated. The register serves as a clear and auditable record of your transaction history.

2.2 *Read-Only Access Services*. Subject to the terms of this Agreement and our Privacy Policy and any additional terms or notices posted by us through the CoinPayments Site, or otherwise made available by us, you may grant or be granted read-only access to an Account (a "Read-Only User"); *provided that*:

(a) you shall have a legal and legitimate basis for granting or being granted read-only access to an Account;

(b) you shall not grant or be granted read-only access to an Account until after you have entered into this Agreement and our Privacy Policy and agreed to and accepted their respective terms and conditions;

(c) you shall only be granted read-only access to the information or data within our systems related to an Account and the ability to export such information or data but you shall not and shall be prohibited from making any changes, modifications, or deletions to such Account information, data and Account settings and/or performing any transactions in relation to such Account;

(d) you and the User who granted you read-only access to an Account shall remain fully liable and responsible for: (i) managing and terminating your read-only access to such Account and your respective compliance with the terms of this Agreement and our Privacy Policy;
(ii) how you use the data and information in relation to such Account including, without limitation, ensuring that such information and data is used, transferred and disclosed only in accordance with applicable law; and (c) any transfer, misuse or disclosure of Account information or data or losses you or the User who granted you read-only access to such Account may incur as a result of granting you such access;

(e) you and the User who granted you read-only access to an Account

acknowledge and agree that you will not hold any CoinPayments Party (as defined below) responsible for, and shall indemnify all CoinPayments Parties (as defined below) from, any liability arising out of or related to any of your acts or omissions in relation to an Account(s); and

(f) you and the User who granted you read-only access to an Account shall provide us with any information that we may require from time to time.

2.3 *Internet Provider*. We act as a Service provider by creating, hosting, maintaining and providing our Services to you via the Internet. We cannot ensure that a buyer or a seller you are dealing with will complete the Digital Asset Transaction and all risk of a Digital Asset Transaction remains with you. We do not guarantee continuous, uninterrupted or secure access to our Services or the CoinPayments Site and we make no representations or warranties regarding the amount of time needed to complete Digital Asset Transaction processing which is dependent upon many factors outside of our control. Access to Services may become degraded or unavailable during times of significant volatility or volume.

2.4 Underlying Protocols. For our Services to be offered to you, we are reliant upon Digital Asset Protocols to function and process the transactions on the blockchain accordingly. Coinpayments does not exert control or have any ability to influence these Digital Asset Protocols. Infrequently, Digital Asset Protocols may be delayed, congested, undergoing a protocol upgrade, a fork in the blockchain, or a multitude of events occurring on the blockchain which Coinpayments has no control and will impact our ability to perform Services to you. We do not own, control, operate or maintain the underlying software protocols which govern the operation of the Digital Assets supported by us. In general, the underlying protocols are open source software and anyone can use, copy, modify, and distribute them. By using our Services, you acknowledge, agree and accept the risk: (a) that we are not responsible for the operation of the underlying protocols and any changes to such protocols and we make no guarantee of their security, functionality or availability; and (b) that the underlying protocols are subject to sudden changes in operating rules, which may, amongst other things, materially affect the value, function, name of a Digital Asset and/or our ability to support certain Digital Assets and we are not liable in respect of such protocols or any change in the value of any Digital Asset including any loss in value you may experience whether as a result of a fork or any similar change to a Digital Asset's protocol or otherwise. In the event of a fork in a Digital Asset, you agree that we may temporarily suspend our Services (with or without advance notice to you) and that we may, in our sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You also agree that in the event you send a Digital Asset Transaction at the time of a Digital Asset fork, we will only honor the originally intended

Digital-Asset Transaction that you sent. You acknowledge and agree that we assume absolutely no responsibility or liability whatsoever in respect of an unsupported branch of a forked protocol.

2.5 *Identity Verification*. During registration of your Account and at any other time you have an Account or are granted access to an Account, you agree to provide us with the information we request for the purposes of ongoing due diligence, identity verification and the detection of money laundering, terrorist financing, non-compliance with sanctions, fraud, or any other financial crime and permit us to keep a record of such information, including, without limitation, your biometric data (i.e., we may collect and process biometric data (such as facial recognition or fingerprint data) for identity verification purposes). You will maintain and promptly update your information and Account information. You agree and represent and warrant that all information you provide us at any time will not be false, inaccurate, or misleading. You will need to complete certain verification procedures before you are permitted to use our Services. Your access to our Services and the limits that apply to your use of our Services, may be altered, suspended or terminated as a result of information collected about you on an ongoing basis and/or your failure to provide us with information we request on a timely basis. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

You (and any applicable Read-Only User(s)) are solely responsible and liable for the activity that occurs in relation to your Account and for maintaining the security of your Account by protecting your password and restricting access to your Account. You accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law. You are required to keep your Account password secure. We recommend that you use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account. You must notify us immediately of any breach of security or unauthorized use of your Account by emailing us at support@coinpayments.net. We will not be responsible or liable for any damages, liability or losses caused by any authorized or unauthorized use of your Account and you will not hold any CoinPayments Party responsible for, and will indemnify, all CoinPayments Parties for any damages, liability or losses they may incur as a result of any authorized or unauthorized use of your Account.

You may control your User profile and how you interact with our Services by changing the settings in your Account settings page. By providing us with your email address, you consent to our using such email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of our Services. If you do not want to receive such email messages, you may opt out by clicking “unsubscribe”, or something similar in the email message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

2.6 No Warranty. THE SERVICES THE COMPANY AND OUR SERVICE PROVIDERS PROVIDE ARE PROVIDED TO YOU ON A STRICTLY “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS. NEITHER WE NOR ANY SERVICE PROVIDER REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS OF THE COINPAYMENTS WEBSITE FOR A PARTICULAR PURPOSE OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON. COINPAYMENTS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE OR USE OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE.THE COINPAYMENTS SITE, ALL INFORMATION PROVIDED THROUGH THE COINPAYMENTS SITE AND OUR PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EACH OF US AND OUR RESPECTIVE PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, ADVISORS, CONTRACTORS, CONSULTANTS, LICENSORS, EQUITY HOLDERS, MEMBERS, PARTNERS, SHAREHOLDERS, SUPPLIERS, MANAGERS, VENDORS, SERVICE PROVIDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, ENTITIES UNDER COMMON CONTROL, AGENTS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (INDIVIDUALLY, A “COINPAYMENTS PARTY” AND COLLECTIVELY, THE “COINPAYMENTS PARTIES”) EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT TO THE EXTENT REQUIRED BY LAW, NEITHER WE NOR ANY SERVICE PROVIDER SHALL BE LIABLE TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SIMILAR DAMAGES, INCLUDING LOST TRADING OR OTHER PROFITS, DIMINUTION IN ASSET VALUE, OR LOST BUSINESS OPPORTUNITIES (EVEN IF WE AND/OR ANY SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THIS MERCHANT AGREEMENT, YOUR USE OR ATTEMPTED USE OF COINPAYMENTS, OR ANY OF THE INFORMATION, SERVICES OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. COINPAYMENT’S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED BY THE VALUE OF ANY OF YOUR ALLEGEDLY LOST FIAT CURRENCY AND DIGITAL ASSETS IN THE CUSTODY OF COINPAYMENTS AT THE TIME OF LOSS.

YOU AGREE AND UNDERSTAND THAT NEITHER WE NOR ANY SERVICE PROVIDER SHALL BE LIABLE FOR DELAYS OR INTERRUPTIONS IN SERVICE CAUSED BY

AUTOMATED OR OTHER COMPLIANCE CHECKS OR FOR OTHER REASONABLE DELAYS OR INTERRUPTIONS IN SERVICE, BY DEFINITION TO INCLUDE ANY DELAY OR INTERRUPTION SHORTER THAN ONE WEEK, OR DELAYS OR INTERRUPTIONS IN SERVICE BEYOND THE CONTROL OF COINPAYMENTS OR ITS SERVICE PROVIDERS. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO ANY DAMAGE OR INTERRUPTIONS CAUSED BY ANY COMPUTER VIRUSES, SPYWARE, SCAMWARE, TROJAN HORSES, WORMS, OR OTHER MALWARE THAT MAY AFFECT YOUR COMPUTER OR OTHER EQUIPMENT, OR ANY PHISHING, SPOOFING, DOMAIN TYPOSQUATTING, OR OTHER ATTACKS, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. NEITHER WE NOR ANY SERVICE PROVIDER GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO COINPAYMENTS.

No information, whether oral or written, obtained by you from us or through use of the CoinPayments Site or our products and Services will create any warranty not expressly stated herein. Without limiting the foregoing, the CoinPayments Parties do not warrant that our products or Services will meet your requirements; our Content is accurate, reliable, or correct; that our products and Services will be available at any particular time or location, uninterrupted, error-free or secure; that any defects or errors will be corrected; or that the CoinPayments Site is free of viruses or other harmful components. Use of the CoinPayments Site and our products and Services are at entirely your own risk and any Content downloaded, exported or otherwise obtained through the use of the CoinPayments Site or our products and Services is downloaded and exported at your own risk.

The materials and related graphics on the CoinPayments Site could include technical inaccuracies or typographical errors. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the CoinPayments Site are your sole responsibility and we shall have no liability for such decisions. Changes are periodically added to the information contained on the CoinPayments Site. The CoinPayments Parties may make improvements and/or changes to the CoinPayments Site, our products and Services and/or the materials described on the CoinPayments Site at any time.

From time to time, we may provide access to or link to third-party products and services including, without limitation, gift card services; digital asset staking; the exchange between one or more forms of digital assets; the exchange between one or more forms of digital assets to fiat money; settlement to fiat services such as permitting larger amounts of digital assets to be converted to fiat money with the further settlement of such fiat money to a bank account; and fiat on-ramp services for payments including

allowing buyers to pay merchants with traditional payment methods at checkout (e.g., credit/debit cards and bank transfers) (collectively, the "Third Party Services"). We provide access to Third Party Services only as a convenience and have no control over and do not warrant, endorse, guarantee, or assume responsibility or liability for any product or service provided by a third party accessed through the CoinPayments Site or any hyperlinked website or service, and we will not in any way monitor or be a party to any transaction between you and any third-party. We are not responsible or liable for ensuring that a third party you transact with will complete the transaction or is authorized to do so. You use Third Party Services at your own risk and you are solely responsible for reviewing and understanding the implications of using the products and services of such third parties. You may incur charges from third parties for the use of Third Party Services which are separate from our fees.

If, to the extent permitted by us from time to time, you grant express permission to a third party to access or connect to your Account(s), either through the third party's product or service or through the CoinPayments Site or by granting such party read-only access to your Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible and liable for all acts or omissions of any third party (including, without limitation, Read-Only Users) with access to your Account(s), including, without limitation, for any transfer, misuse or disclosure of your Account information or data or losses you may incur as a result of granting a third party access to your Account. Further, you acknowledge and agree that you will not hold any CoinPayments Party responsible for, and will indemnify all CoinPayments Parties from, any liability arising out of or related to any act or omission of any third party with access to your Account(s).

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES, INCLUDING RISK OF LOSS FOR ASSETS TRADED THROUGH SUCH THIRD PARTY SERVICES. IN NO EVENT WILL THE COINPAYMENTS PARTIES BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY SERVICES. THIS SECTION OPERATES IN ADDITION TO ANY LIMITATION OF LIABILITY EXPRESSED ELSEWHERE IN THIS AGREEMENT.

2.7 *Limitation of Liability*. To the maximum extent permitted by applicable law, in no event shall any of the CoinPayments Parties be liable for any indirect, punitive,

incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of revenues, property, profits, business opportunities, goodwill, anticipated savings, use, data or other intangible losses, arising out of or relating to: (a) the use of, or inability to use, the CoinPayments Site or our products or Services; (b) any Content or information provided by us or available from the CoinPayments Site; (c) any conduct or content of any other user of our products or Services or third party; or (d) the failure to receive in any way the transmission of any data, content, virtual currencies, digital currencies, virtual assets, virtual commodities or other digital assets in any form including Digital Assets, funds or property from you. Furthermore, and without limiting the generality of the foregoing, under no circumstances will any CoinPayments Party be responsible for any liability, claim, proceeding, damage, loss, expense or injury resulting from hacking, tampering or other unauthorized access or use of our products, Services, your Account or the information, Digital Assets or funds contained therein.

To the maximum extent permitted by applicable law, none of the CoinPayments Parties shall be responsible or liable for any: (a) errors, mistakes, omissions or inaccuracies of information or Content provided by us or on the CoinPayments Site; (b) loss, liability, cost, expense or damage of any nature whatsoever suffered or incurred arising out of or in connection with your access to or use of the CoinPayments Site, any of its Content or our products or Services; (c) unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (d) faults, delays, interruptions or lack of availability of the CoinPayments Site or any of our Services or products provided through the CoinPayments Site; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any user or any third party; (f) errors or omissions in any Content or for any loss or damage incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available through the CoinPayments Site or our Services; and/or (g) action of other users, User Content (as defined below) or the defamatory, offensive, or illegal conduct of any third party. To the maximum extent permitted by applicable law, in no event shall the CoinPayments Parties be liable to you for any claims, proceedings, liabilities, obligations, expenses, damages, losses or costs in an amount exceeding the amount of fees paid by you to us for the applicable Services for the six (6) months preceding the date of any claim giving rise to such liability or one hundred United States of America dollars (USD100.00), whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if a CoinPayments Party has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

2.8 *Indemnification*. You agree to defend, indemnify and hold harmless each CoinPayments Party from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the CoinPayments Site and our products or Services, including, without limitation, any data, Digital Assets in any form or content transmitted or received by you; (b) your violation of any term or condition of this Agreement, including without limitation, your breach of any of the representations and warranties contained herein; (c) your violation of any third-party right, including, without limitation, any right of privacy or Intellectual Property Rights (as defined below); (d) your violation of any applicable law, rule or regulation; (e) your User Content or any content that is submitted via your Account including, without limitation, misleading, false, or inaccurate information; (f) your fraudulent behaviour, willful misconduct or gross negligence; or (g) any other party's access and use of your Account or our products and Services with your unique username, password or other appropriate security code. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it. In such case, you will share the costs of our expenses.

3. *Fees*.

3.1 *Fees Generally*. A full list of our fees for traditional payment processing and Digital Asset wallet services can be found at Fees/Pricing on the Website, in this Agreement or in a separate fee schedule provided by us, which we may change from time to time and which shall form part of this Agreement. Changes to fees/pricing are effective as of the effective date of the posting of such changes in a revised version of this Agreement, on the Website or in a separate fee schedule provided by us and will apply prospectively to any transactions that take place following the effective date of such posting or such separate fee schedule. Merchants and business operators in high risk industries may be required to pay higher fees at our sole discretion. If you are unsure whether you or your business is classified as high risk or in violation of Section 7.1 of this Agreement, please contact support@coinpayments.net. Your Account and all Digital Asset Transactions are made and displayed in the currency of the Digital Asset held or the Digital Asset of the Digital Asset Transaction you are conducting.

If you have chosen to setup the conversion feature through third parties to allow for an

automated conversion of Digital Assets when you receive them as a payment or otherwise (e.g., an automatic conversion of ETH to BTC), you agree to accept such conversion at the rate provided including, without limitation, the conversion fees, which may be adjusted from time to time. We do not guarantee the availability of any conversion rate.

You authorize us, or our designated third party, to charge or deduct from your Account funds for any applicable fees owed in connection with transactions completed or approved by you or in connection with your Account via the Services.

3.2 *Escheatment.* If your Account remains closed or dormant for a period of time, which triggers your respective state's Escheatment Statute, Centauri may be required to report any remaining Funds in your Account as unclaimed property in accordance with abandoned property and escheatment laws applicable in your state of residence. Centauri will make all reasonable efforts to provide written notice to you, utilizing the contact information you shared with the Company. Centauri reserves the right to deduct a dormancy fee or other administrative fee from such unclaimed funds as permitted and/or required by applicable state law.

3.3 *Failure to Pay Fees*. If you fail to pay fees or any other amounts owed to us, interest will accrue on such unpaid amounts at the greater of the rate of 18% per year, or the maximum amount allowed by law. In addition, if we must engage a third party to assist in collecting outstanding amounts from you, then we will charge you the lesser of a collection fee of eighteen percent (18%) of the outstanding amounts due or the maximum percentage permitted by applicable law, to cover our collection-related costs.

4. *Receiving Payments.*

4.1 *Funding of Payments*. You are responsible for maintaining an adequate balance and sufficient proceeds in your Account in order to pay for fees and complete transactions and in order to avoid overdraft, insufficient funds, or similar fees being charged. If reversal of funding occurs because you have used credit then you are fully and solely responsible for any resulting debit.

4.2 *Withdrawals*. You may withdraw Digital Assets from your Account; however, we reserve the right to require you to provide certain information including, without limitation, identification information and settle any outstanding fees or other amounts prior to completing any withdrawals.

5. *Sending Payments*.

5.1 *Sending Payments*. You may send Digital Assets from your Account to another

User's account or to an external Digital Asset address; however, we reserve the right to require you to provide certain information including, without limitation, identification information and settle any outstanding fees or other amounts prior to completing any such transactions or payments. You authorize us to deduct from your Account fees, costs, expenses and claims due and unpaid by you. All Digital Asset Transactions are at your sole risk.

5.2 *Rejected Payments*. When you send a payment to a third party through our Services, the recipient is not required to accept the payment, even if the recipient is also a registered User. The recipient may return the payment or, in some cases, use our Services to reject payments that you send. Any payments sent through our Services that are rejected or unclaimed by a recipient will if possible be returned to you as soon as reasonably practicable after the date the payment is rejected and the Digital Assets or funds are returned and received by us. Our standard fees apply for such transactions. You agree that you will not hold us liable for any damages resulting from such rejected transactions.

6. *Refund Policy*.

6.1 *Completed Transactions.* It is the nature of Bitcoin, Litecoin, and the other Digital Assets that we support that all Digital Asset Transactions are final with no method of refunding, charging back or other recourse for the sender of the Digital Asset. As such we are unable to cancel, reverse or provide refunds for any Digital Asset Transaction made through our Services. We do provide a feedback system so buyers can leave ratings for sellers (and vice versa).

6.2 *Incomplete Transactions/Overages.* If your Digital Asset(s) were not received and/or confirmed on the relevant Digital Asset platform or you sent more Digital Asset(s) then you intended to send, we may be able to provide you with a refund as long as you have promptly notified us in time and such Digital Asset(s) are still within our control. To apply for a refund, open a support ticket providing your transaction ID, verification code, and refund Digital Asset address. The ticket must be opened with the email address used for the applicable Digital Asset Transaction. Refunds will be either (in our sole discretion): (a) the original amount of the Digital Asset(s) we have received and are still within our control; or (b) an amount equivalent to the United States of America dollar (USD) value at the time of the Digital Asset Transaction. All refunds must be claimed within 90 days of us receiving your Digital Asset(s) or they will be forfeited. Refunds of Digital Asset(s) and other funds may be returned to you minus our costs, the unsubsidized coin/miner network transaction fee and any other third-party charges. For a refund to be honored it must be at least equal to the network transaction fee for that Digital Asset times two, otherwise it will be forfeited.

6.3 *Sent to the wrong wallet/blockchain, missing tags, delisted coins, etc.* If you have sent virtual currency to the wrong virtual currency, virtual currency wallet or blockchain, or to a delisted virtual currency and it needs to be recovered by us manually there will be a recovery fee equal to 8% of the virtual currency, if the virtual currency can be recovered at all, and we reserve the right in our sole discretion to not attempt to recover small amounts. This would also apply to virtual currency that requires a destination tag, payment ID, memo, etc. that was not sent or sent to an incorrect address. We will not recover virtual currency we do not support. You must contact us within 90 days after an applicable Virtual Currency Transaction for us to recover your virtual currency, if recoverable, or it will be forfeited.

6.4 *No Liability for Errors/Omissions*. You accept and acknowledge that we are not liable or responsible for any errors or omissions that are made in connection with any Digital Asset Transaction initiated via the Services. We strongly encourage you to review your transaction details carefully before attempting to transfer a Digital Asset.

7. Prohibited Activities

7.1 *Prohibited Activities.* You agree not to engage in any of the following prohibited activities which may be amended by us from time to time in our sole discretion (collectively, the "Prohibited Activities"). The specific types of Prohibited Activities listed below are illustrative, but not exhaustive. If you are uncertain as to whether or not your use of our Services involves a Prohibited Activity, please contact us at support@coinpayments.net as soon as possible. By accessing and using the CoinPayments Site and our products or Services and/or opening an Account or being granted access to an Account, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our products and Services. Without limiting the generality of the foregoing, you confirm that you will not use your or an Account, the CoinPayments Site or our products and Services in any manner to do any of the following:

(a) *Unlawful Activity*. Be, support or send payment to, an individual or entity sanctioned under sanctions programs administered in the countries where we provide Services, including, but not limited to, European Union law sanction programs and sanctions programs administered by the United Nations (collectively, the "Sanctions Programs"); carry on activity which would violate, or assist in violation of, any law, legislation, statute, ordinance, regulation (including, but not limited to, those governing

financial services, money laundering, consumer protection, unfair competition, anti-discrimination, or false advertising) or Sanctions Program, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any illegal material or information; commit fraud; money laundering; terrorist activities; be in violation of any court order; or any other illegal activities.

(b) *Unlawful Businesses*. Carry on any of following businesses or activities: (i) unlawful pornography and the unlawful creation, sale or distribution of other obscene materials (including literature, imagery and other media) and sexually-related sites offering services such as prostitution, escorts, pay-per view and adult live chat features; (ii) unlawful gambling and/or unlawful gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering, lotteries, bidding fee auctions and office pools) with the exception of payments for online gaming transactions that are expressly authorized by law in the jurisdiction of both the sender and the recipient of the payment; (iii) fraudulent businesses, sale of counterfeit or unauthorized or stolen items or the sale of goods or services that are illegally imported or exported; (iv) marijuana dispensaries and related businesses where it is illegal to carry on such businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; or toxic, flammable, and radioactive materials; (v) sale of narcotics or illegal substances, and any equipment designed for making or using such drugs; (vi) ponzi schemes, pyramid schemes, high risk investment schemes and other businesses that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers; and (vii) any businesses or activities that we believe pose elevated financial risk, legal liability, or violates the law.

(c) *Abusive Activity*: Transmit or upload any material to the CoinPayments Site that contains viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or any other harmful or deleterious programs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interferes with, intercepts, or expropriates any system, data, or information; attempt to gain unauthorized access to the CoinPayments Site, other users' accounts, computer systems or networks connected to

the CoinPayments Site, through password mining or any other means; use account information of another party to access or use the CoinPayments Site; transfer your Account access or rights to your Account to a third party, unless by operation of law or with our express permission; any activity which creates costs, expenses, losses or liability for us or causes us to lose (in whole or in part) the services of our ISPs or other suppliers; activity which operates to defraud us, our users, or any other person including, without, limitation, take funds or virtual currencies, digital currencies, virtual assets, virtual commodities or other digital assets in any form including Digital Assets from our platform or from other users that is not rightfully and legally yours or overdraw or remove more virtual currencies, digital currencies, virtual assets, virtual commodities or other digital assets in any form including Digital Assets from our platform than was legitimately in your Account; modify, disassemble, decompile or reverse engineer our Content or Services; use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the Content contained herein without our prior express written permission; provide any false, inaccurate, or misleading information to us; transmit spam, chain letters, or other unsolicited email; attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running our Services; impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the CoinPayments Site or any activities conducted on the CoinPayments Site or our products and Services; access any Content on the CoinPayments Site through any technology or means other than those provided or authorized by us; bypass the measures we may use to prevent or restrict access to our Services, including without limitation remove, circumvent, disable or otherwise interfere with security-related features or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the CoinPayments Site or the Content therein; damage, disable, overburden or impair the functioning of our Services in any manner; or delete our copyright, trademark or other proprietary rights notices.

(d) *Abuse Of Others*: Be defamatory, abusive, extortionist, trade libelous, unlawfully threatening or harassing or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; interfere with another individual's or entity's access to or use of the CoinPayments Site or any of our products and Services; interfere with, disrupt, negatively affect or inhibit other users from

fully enjoying our products and Services; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the CoinPayments Site about others, including without limitation email addresses, without proper consent.

(e) *Intellectual Property Infringement*: Engage in transactions which violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party), right of publicity or privacy or commit a tort; use of our intellectual property, name, or logo, including use of any of our or our partners' trade or service marks, without express consent from us
or them or in a manner that otherwise harms us or our brand; create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of the CoinPayments Site or our representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group.

We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, Sanctions Programs, legal process, or governmental request. We reserve the right to cancel and/or suspend your Account, Account access and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that such Account is associated with a Prohibited Activity.

Our products and Services are not available in every jurisdiction and we reserve the right to select the markets and jurisdictions where we provide our products and Services. Persons and entities in jurisdictions where we do not provide products and Services are prohibited from using or accessing the CoinPayments Site and any of our products and Services.

7.2 *License*. If you post, upload, input, provide or submit your personal data to us, including without limitation, your first name, surname, email address, personal ID, citizenship, signature, photo, IP address, Digital Asset address, text, code or other information and materials, sign up to our mailing list or create or be given access to an Account (collectively, your "User Content"), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via the CoinPayments Site does not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse

any User Content that is transmitted, stored or processed via the CoinPayments Site or sent to us. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the CoinPayments Site, and you represent and warrant that (a) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in this Agreement; (b) your User Content will not violate any agreements or confidentiality obligations; and (c) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your Account or an Account you have been granted access to. You agree to notify us immediately of any unauthorized use of your User Content, Account or any other breach of security. We will not be responsible or liable for any loss or damages that you may incur as a result of someone else using your User Content or Account, either with or without your knowledge. However, you could be held liable for losses, expenses and costs incurred by any CoinPayments Party or another party due to someone else using your User Content or Account. You may not use anyone else's User Content or account at any time without the permission of such person or entity.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant us and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at support@coinpayments.net, so that we can communicate with you effectively and provide accurate and up to date information to you.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of the CoinPayments Site or if you breach any of your obligations under this Agreement or our Privacy Policy, we may suspend your use of the CoinPayments Site at any time and for any reason.

Any User Content submitted by you on the CoinPayments Site may be accessed by us

globally.

7.3 *Limited License*; *Our Proprietary Rights*. Except for your User Content, all content included in or made available through our products and Services, the CoinPayments Site or any related content, materials and information therein or transferred thereby, including, without limitation, software, technology, code, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, digital downloads, data compilations, photographs, audio, videos, music, and User Content belonging to other users (collectively, the “Content”), and all Intellectual Property Rights related thereto, are the exclusive property of CoinPayments Inc., its affiliates, partners and/or licensors (including other users who post User Content to the CoinPayments Site) and protected by, among other things, international copyright laws. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use our products and Services, the CoinPayments Site, and Content solely for purposes approved by us from time to time. Any other use of our products and Services, the CoinPayments Site or Content is expressly prohibited and all other right, title, and interest in our products and Services, the CoinPayments Site or Content are exclusively the property of CoinPayments Inc., its affiliates, partners and/or licensors. You cannot copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of CoinPayments Inc.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

"coinpayments.net", and the following non-exhaustive list, including “CoinPayments”, “Cetauri”; and without limitation, any graphics, logos, button icons, and service names included in or made available through any Content, and all logos related to our products and Services or displayed on the CoinPayments Site are either the trademarks or trade dress of CoinPayments Inc., its affiliates, partners or licensors globally. You may not copy, imitate or use them without our prior written consent for any purpose, including without limitation, in connection with any product or service that is not authorized by us; any manner that is likely to cause confusion among customers; or in any way

that disparages or discredits us.

You may choose to or we may invite you to submit comments or ideas about our products and Services, including without limitation about how to improve our Services or our products (collectively, "Ideas"). By submitting any Ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Ideas without any compensation to you, and/or to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by any of the CoinPayments Parties, or obtained from sources other than you.

7.4 *Third Party Content*. We may display third-party content, advertisements, links, promotions, logos and other materials on the CoinPayments Site (collectively, "Third-Party Content") for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. If you access a third-party website or service from the CoinPayments Site or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and our Privacy Policy do not apply to your use of such sites. You expressly relieve the CoinPayments Parties from any and all responsibility and liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other users.

8*. Privacy and Security*

8.1 *Privacy*. We respect the privacy of our users and we only request information that is necessary for the use of our Services or to comply with our obligations under applicable law.

You acknowledge and accept that we will comply willingly with all legal requests for information from us. We reserve the right to provide information to law enforcement personnel and other third parties (collectively, the "Third Party Recipients") to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to protect us and our users.

You understand that by using our Services, you consent to the collection, use and disclosure of your personal data and aggregate data as set forth in our Privacy

Policy and to your personal data being collected, used, transferred to and processed by Third Party Recipients or in jurisdictions where we provide Services. By agreeing to this Agreement, you expressly allow us to export data outside of the jurisdiction in which you reside or are located when you access our Services, including to jurisdictions that may have differing levels of privacy and data protection laws than your country. You acknowledge that we may process personal data in relation to you (if you are an individual), and if you are acting on behalf of a legal entity, personal data that you have provided or in the future provide to us in relation to your entity, employees or other associates, in connection with this Agreement, or our products and Services. Accordingly, you represent and warrant that:

- Your disclosure to us or to a Read-Only User of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws including, if required, obtaining the consent of such individuals to such disclosure, and such data is accurate, up to date and relevant when disclosed;
- Before providing any such personal data to us, you confirm that you have read; understood and agreed to our Privacy Policy, which may be amended from time to time and is incorporated by reference and forms part of this Agreement and you have taken all affirmative actions to evidence such approval. You also confirm that you have provided a copy of our Privacy Policy to any individual whose personal data you have shared with us or to a Read-Only User; and
- From time to time if we amend the Privacy Policy, you will promptly read it and provide a copy to any individual whose personal data you have provided to us.

8.2 *Security*. We care about the integrity and security of your personal data and we take a number of security measures including storing all users' personal data in an encrypted fashion. However, we cannot guarantee that unauthorized third parties will not defeat our security measures or use your personal data including your biometric data for improper purposes. You acknowledge that you provide your personal data including your biometric data to us at your own risk.

We are not responsible or liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack from using the CoinPayments Site. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to

originate from us. Our customer support will never seek to access your computer or ask for your password or your two factor authentication codes. Always log into an Account through the official Website to review any data, transactions or required actions if you have any uncertainty regarding the authenticity of any communication.

9. *Closing, Suspension, Termination and Remedies.*

9.1 *Closing Your Account and Unclaimed Property*. You may close your Account at any time in accordance with our policies and procedures by withdrawing all balances. Upon closure of your
Account, you authorize us to cancel or suspend any pending transactions at the time of cancellation and any balance in your Account will be delivered to you or to your Digital Asset address as instructed less any outstanding amounts owed to us, the unsubsidized coin/miner network transaction fee and any other third party charges.

In the event your Account is closed, whether by you or us, any Digital Asset(s) or funds in your Account must be claimed and removed by you within 30 days of your Account's closure date. If you fail to claim and remove Digital Asset(s) or funds in your Account within 30 days of your Account's closure date, a recovery and return fee equal to eight percent (8%) of the value of all the Digital Asset(s) and funds in your Account will be charged by us, if the Digital Asset(s) can be recovered and returned at all, and we reserve the right in our sole discretion to not attempt to recover and return to you small amounts.

You may not use closure of your Account as a means of evading investigation or inquiries by us. If any queries or investigation is pending at the time you request closure of your Account, we may refuse your request to close your Account and/or hold your Digital Asset(s) and/or funds as appropriate to protect us against financial and/or legal liability. If you are later determined to be entitled to some or all of the Digital Asset(s) and/or funds in dispute, we will transfer such Digital Asset(s) and/or funds to you. You will remain responsible and liable for all obligations related to your Account even after such Account is closed.

In the event your Account is closed, whether by you or us, or if we suspend or terminate your use of the Services for any reason, we reserve the right to require you to provide identity verification information and comply with identity verification procedures before permitting you to transfer or withdraw any Digital Asset(s).

In addition to Dormant Account fees that we may charge you in accordance with Section 3.2 of this Agreement, if you do not access your Account for a period of

two years and we have been unable to contact you after three attempts at the last contact address or email address we have for you in our records, your Account may be terminated at our election and in our sole discretion. Furthermore, if we hold any funds or assets including Digital Asset(s) on your behalf which you have failed to claim, we may be required to deliver any such funds and assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct an additional dormancy fee or other administrative charges from such unclaimed funds and assets, as permitted by applicable law.

9.2. *Suspension, Termination; other Remedies, etc.*

We may, at any time and in our sole discretion and without liability to you, with or without notice, suspend, restrict, or terminate your access to any or all of our products and Services or to your or an Account, create usage or Digital Asset Transaction limits for our Services, refuse to carry out a Digital Asset Transaction and/or deactivate or cancel your Account.

Without limiting the generality of the foregoing and any other remedies we may have under applicable law, we may, for purposes of illustration, without notice or liability: (a) refuse to complete or block, cancel or reverse a Digital Asset Transaction you have authorized, including, without limitation, block funding to or withdrawals from your Account; (b) suspend, restrict, or terminate access to any Account and to any or all of our products and Services (including, but not limited to, the ability to read and download data, send funds or make withdrawals from an Account and/or limit withdrawals); (c) place a hold on or freeze any Digital Asset(s) and/or funds in an Account for any period of time we deem appropriate; (d) issue statements or warnings to the public or other users; (e) contact law enforcement or other relevant authorities and/or disclose information about you and/or your Account and your Account transactions to law enforcement or other relevant authorities; (f) suspend, deactivate or close an Account with immediate effect for any reason; and/or (g) refuse to provide our products and Services to you, including but not limited to, where:

- You are in breach of this Agreement or we have concerns or reasonably suspect you are acting in breach of this Agreement.
- We reasonably suspect you of using the CoinPayments Site, our products or our Services in connection with a Prohibited Activity.
- You are in breach of applicable law, we have concerns or reasonably suspect you are in breach of applicable law, or we are, in our reasonable opinion, required to do so by applicable law or to comply with a valid law enforcement request, court or other authority order, including, but not limited to, asset freezing orders.

- We have concerns about the security of your Account, that a transaction is erroneous or we suspect your Account or our Services is being used in a fraudulent, illegal, suspicious or unauthorized manner including, without limitation, for transactions with high volumes.
- We suspect money laundering, terrorist financing, any acts in contravention of sanctions, fraud, or any other financial crime.
- Use of your Account or any of the Digital Assets in your Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity or you are subject to a court order.
- You have failed to pay our fees or there is insufficient Digital Assets or funds in your Account to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction.
- You fail to provide us with information we request on a timely basis and/or we have concerns about the information collected about you.
- Our service partners are unable to support your use of our Services.
- You take any action that may circumvent the security of the CoinPayments Site or our controls such as opening multiple Accounts or consummating transactions for the benefit of a third party.
- In the event of any Force Majeure Event (as defined in Section 10.2 below).
- Any other event that would make provision of our products or Services commercially unreasonable for us.

If we suspend or close your Account, or terminate your access to an Account or the use of our products or Services, in whole or in part, for any reason, you acknowledge that our decision to take certain actions may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of such risk management and security procedures to you.

Upon termination of your Account or Account access for any reason, you continue to be bound by this Agreement.

Additionally, to secure performance of your obligations under this Agreement, you hereby grant to the Additional Counterparty providing VASP Services to you or its respective designee a continuing first priority security interest in and to all of your right, title and interest in and to all of your Account(s), together with any funds, assets including Digital Assets and interests therein, whether now owned or existing or hereafter acquired or arising and regardless of where located and all products, proceeds, substitutions, additions, accessions and replacements thereof (all of the same being herein referred to collectively as the “Collateral”).

You must not create security over your Collateral without our prior written consent.

In addition to any rights and remedies we may have under this Agreement or applicable law, upon the occurrence and during the continuance of any default in your payment of any fees, expenses, costs, losses, liabilities or other obligations owing to us (collectively, the "Obligations"), you hereby authorize us at any time and from time to time, without prior notice to you or consent from you, any such notice or consent being waived by you to the fullest extent permitted by applicable law, to set off and apply any and all Collateral at any time held by us to or for the credit of you or your Account against any and all Obligations owing to us under this Agreement, under any other agreement or otherwise, now or hereafter existing, irrespective of whether or not we shall have made demand under this Agreement or any other agreement and although such Obligations may be contingent or unmatured or denominated in a currency or Digital Asset different from that of the Collateral.

You are solely responsible for your interactions with other users. We reserve the right, but have no obligation, to monitor disputes between you and other users. We shall have no responsibility or liability for your interactions with other users, or for any user's action or inaction**.**

10 *General Contract Terms*

10.1 *Assignment and Novation*. This Agreement is personal to you and you cannot transfer, assign, novate or delegate your rights, licenses, interests, liabilities and/or obligations to anyone else. You irrevocably agree that we are entitled to and may, at any time, transfer, assign, novate or delegate any or all of our rights, title, licenses, interests, benefits, assets (including wallets), liabilities and/or our obligations under this Agreement and/or under any other agreement, document, and/or assurance in connection therewith and/or in connection with your Account(s) and/or any services available thereunder, in whole or in part, to any party, including, without limitation, as part of a merger, asset transfer, acquisition or other corporate reorganization involving us, without obtaining your consent, permission or approval and in any way we consider appropriate. You hereby irrevocably agree to any such transfer, assignment, novation or delegation of this Agreement and any other agreement, document, and assurance in connection therewith or with your Account(s) with us and/or any services available thereunder or securing your obligations thereunder and you also irrevocably agree to enter into all necessary documentation to give effect to any such transfer, assignment, novation and/or delegation.

10.2 *Force Majeure*. We shall not be liable for any breach of the Agreement, including delays, failure in performance or interruption of service, or any loss or damage arising directly or indirectly from any event or circumstances beyond our reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, pandemic, power failure, or equipment or software malfunction, changes in the law or any other cause beyond our reasonable control (each, a "Force Majeure Event").

10.3 *Entire Agreement*. This Agreement (including the Privacy Policy and any other documents or notices referred to or incorporated by reference herein) comprise the entire agreement between you and us as to the subject matter hereof, and it supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between and among you and us. This Agreement will bind and inure to the benefit of the parties to this Agreement and their respective successors, assigns, heirs, executors, administrators and legal representatives.

10.4 *Interpretation*. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

10.5 *Invalidity.* Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties to this Agreement
shall in good faith modify or substitute such provision consistent with the original intent of the parties.

10.6 *Enforcement of Our Rights*. Our failure to enforce any threatened or existing violation, default or breach of this Agreement shall not be deemed a waiver of such a violation, default or breach, and we shall have the right to enforce the same at a later time and the right to waive in writing any provision or condition imposed herein for its benefit without thereby waiving any other provision or condition.

10.7 *Survival***.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the sections relating to suspension or termination, Account cancellation, debts owed to us, general use of the CoinPayments Site, and general provisions will continue

to be binding and operate after the termination or expiration of this Agreement or your Account.

10.8 *Electronic Communications*. You agree that this Agreement constitutes "a writing signed by you" under any applicable law or regulation. This Agreement, any amendments and any other agreements, notices or other communications regarding your Account and/or your use of our products and Services (collectively, the "Communications") may be provided to you electronically and you agree to receive all Communications from us in electronic form. Electronic Communications may be posted on the pages of the CoinPayments Site and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than two (2) business days after posting or dissemination, whether or not you have received or retrieved the Communication. We reserve the right but assume no obligation to provide Communications in paper format.

It is your responsibility to keep your email address and street address on file with us up to date so that we can communicate with you electronically. You understand and agree that if we send you a Communication but you do not receive it because your email address on file is incorrect or out of date, our ability to contact you at the email address is blocked by your service provider, or you are otherwise unable to receive a Communication, we will be deemed to have provided the Communication to you whether or not you actually received the Communication. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add CoinPayments to your email address book so that you will be able to receive the Communications we send to you. You can update your email address or street address at any time by logging into your Account or by sending such information to support@coinpayments.net. If your email address becomes invalid such that electronic Communications sent to you by us are returned, we may deem your Account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address from you.

10.9 *Credit Report*. You agree that we may obtain and review your credit report for the purpose of assessing your suitability to open an Account and/or use any of our Services.

10.10 *Taxes*. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any Digital Asset Transactions you conduct through our Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your

Account. You agree that we are not responsible for determining whether taxes apply to your Digital Asset Transactions or for collecting, reporting, withholding or remitting any taxes arising from any of your Digital Asset Transactions.

10.11 *No Sales to Children*. Our Services are not for children, but only for adults. If you are under eighteen (18) years of age, you may not use our Services.

10.12 *Applicable Law*. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by New Jersey law without regard to conflict-of-laws principles.

10.13 *Arbitration*. Read this section carefully because it requires each party to this Agreement to arbitrate our disputes and limits the manner in which you can seek relief from us. For any dispute with us, you agree to first contact us at support@coinpayments.net and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute we have with you after ninety (90) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof, by binding arbitration in accordance with the London Court of International Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The number of arbitrators shall be one who shall be mutually selected by CoinPayments and you within 30 days after the initiation of arbitration. If you and we do not reach agreement on the sole arbitrator, then the LCIA Court shall appoint the sole arbitrator within 30 days. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Section 10.12 herein. The arbitration award shall be final and binding on the parties. The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its/his/her assets. All costs and expenses of the arbitrator and any other costs of conducting the hearing shall be borne by the parties equally. Each party shall bear its own arbitration costs and expenses, including its legal fees and other costs of legal representation.

Nothing in this Section shall be deemed as preventing us from seeking injunctive or other equitable relief from the Cayman Islands courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data

security, Intellectual Property Rights or other proprietary rights. You agree to submit to the exclusive jurisdiction of the Cayman Islands courts for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our data security, Intellectual Property Rights or copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, including, without limitation, any provisional relief required to prevent irreparable harm. You agree that the Cayman Islands is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision above is found to be unenforceable.

10.14 *Change of Control*. In the event that we are acquired by or consolidated, amalgamated or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, consolidation, amalgamation, acquisition, sale, or other change of control.

11*. Modifications and Amendments.* Centauri Pay LLC reserves the right to amend or modify any portion of this Merchant Agreement at any time by publishing the revised version on the Site. The changes will become effective and shall be deemed accepted by the User, the first time the User uses the Services after the publishing of the revised Merchant Agreement and shall apply on a going-forward basis with respect to any activity initiated after publishing. In the event that the User does not agree with any such modification, the User's sole and exclusive remedy is to terminate the use of the Services and close the Account. The User agrees that Centauri Pay LLC shall not be liable to the User or any third party as a result of any losses suffered by any modification or amendment of these Merchant Agreement.

12. Services Availability. All Services are provided “AS IS”, without guarantees of any kind, either expressed or implied. Centauri Pay LLC will strive to keep the Site up and running; however, all online Services suffer from occasional disruptions and outages and Centauri Pay LLC is not liable for any disruption or loss you may suffer as a result. Thus, Centauri Pay LLC does not provide any guarantees that access to the Site will not be interrupted or that there will be no delays, failures, errors, omissions, or loss of transmitted information. Centauri Pay LLC will use reasonable endeavors to ensure that you can normally access the Site in accordance with the Terms of Use. Centauri Pay LLC may suspend use of the Site for maintenance and will make reasonable efforts to

give you a notice. You acknowledge that this may not be possible in an emergency. You may always check the status of Centauri Pay LLC at any time. Centauri Pay LLC is not liable or responsible for any damages incurred by you as a result of maintenance or downtime.

13. Force Mageure. If Centauri Pay LLC is unable to perform the Services outlined in the Merchant Agreement due to the factors beyond its control including but not limited to the event of Force Majeure (including but not limited to any act of war), change of law, or a change in sanctions policy, Centauri Pay LLC will not have any responsibility to you with respect to the Services provided hereunder and for a time period coincident with the event.

14. Severability. If any provision of the Merchant Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Merchant Agreement shall not be affected.