ROLODEX TECHNOLOGIES

TERMS OF SERVICE

- USER AGREEMENT
- DIGITAL ASSET AGREEMENT
- PAYMENT SERVICES AGREEMENT
- FINANCIAL SERVICES

ARTICLE I

LEGAL STATUS, ACCEPTANCE, AND ENFORCEABILITY OF AGREEMENT

Section 1.01 Purpose and Scope

(a) These Terms of Service ("Agreement") constitute a legally binding agreement between Rolodex Technologies, together with its parents, subsidiaries, affiliates, successors, assigns, officers, directors, employees, agents, contractors, licensors, service providers, banking partners, broker-dealers, custodians, payment processors, and authorized representatives (collectively, "Rolodex," "Company," "we," "our," or "us"), and any individual or entity accessing or using the Services ("User," "Customer," "you," or "your").

(b) This Agreement governs all access to and use of any website, mobile application, software platform, digital wallet, payment service, remittance service, cryptocurrency service, securities trading service, foreign exchange service, banking service, API, artificial intelligence tool, or other product or service offered, operated, licensed, marketed, or made available by Rolodex.

(c) This Agreement applies to all present and future Services unless expressly superseded by a separate written agreement executed by Rolodex.

Section 1.02 Binding Effect

(a) By accessing, registering for, downloading, installing, connecting to, browsing, or using any Service, the User irrevocably agrees to be legally bound by this Agreement.

(b) The User acknowledges that such acceptance constitutes valid consideration and forms a legally enforceable contract.

(c) If the User does not agree to all provisions contained herein, the User shall immediately discontinue use of all Services.

Section 1.03 Electronic Acceptance

(a) Acceptance may occur electronically through:

(i) clicking "I Agree";

(ii) creating an account;

(iii) completing a transaction;

(iv) connecting a financial account;

(v) accessing the platform; or

(vi) otherwise using the Services.

(b) Electronic acceptance shall possess the same force and legal effect as a handwritten signature.

Section 1.04 Continuing Acceptance

(a) Continued use of the Services following any amendment shall constitute acceptance of the amended Agreement.

(b) The User is solely responsible for reviewing updated versions of this Agreement.

Section 1.05 Reservation of Rights

(a) Rolodex reserves all rights not expressly granted herein.

(b) Nothing contained in this Agreement shall be construed as granting ownership rights in any Service, software, platform, technology, intellectual property, or proprietary information.

Section 1.06 Survival

The provisions concerning indemnification, arbitration, limitation of liability, intellectual property, confidentiality, compliance, taxation, and dispute resolution shall survive termination of this Agreement.

ARTICLE II

DEFINITIONS AND INTERPRETATION

Section 2.01 Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below.

Section 2.02 Account

“Account” means any customer account, profile, wallet, sub-account, business account, institutional account, or related relationship maintained with Rolodex.

Section 2.03 Affiliate

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Rolodex Technologies.

Section 2.04 API

“API” means any application programming interface, software development kit, gateway, endpoint, or integration technology provided by Rolodex.

Section 2.05 Banking Partner

“Banking Partner” means any licensed bank, depository institution, trust company, payment institution, or financial institution providing services to or through Rolodex.

Section 2.06 Business Day

“Business Day” means any day other than a Saturday, Sunday, or public holiday on which banks are generally open for business in the United States.

Section 2.07 Digital Asset

“Digital Asset” means any cryptocurrency, stablecoin, token, blockchain-based asset, virtual currency, digital representation of value, tokenized security, or distributed ledger asset.

Section 2.08 Fiat Currency

“Fiat Currency” means government-issued legal tender recognized by a sovereign authority.

Section 2.09 Financial Product

“Financial Product” includes any payment service, wallet service, remittance product, foreign exchange product, investment product, securities product, digital asset product, lending product, or treasury service.

Section 2.10 Governmental Authority

"Governmental Authority" means any federal, state, local, foreign, supranational, regulatory, judicial, administrative, legislative, or law enforcement authority.

Section 2.11 Services

"Services" means all products, services, software, technology, APIs, financial products, platforms, websites, and applications provided by Rolodex.

Section 2.12 User

"User" means any individual, business entity, institution, governmental body, merchant, or organization accessing or using the Services.

Section 2.13 Wallet

"Wallet" means any custodial, non-custodial, digital, fiat, cryptocurrency, or multi-currency account or storage mechanism offered through the Services.

Section 2.14 Interpretation

(a) Headings are for convenience only and shall not affect interpretation.

(b) Singular terms include plural terms and vice versa.

(c) References to laws include amendments and successor laws.

(d) References to governmental agencies include successor agencies.

(e) The term "including" means "including without limitation."

ARTICLE III

CORPORATE STATUS OF ROLODEX TECHNOLOGIES

Section 3.01 Nature of Business

(a) Rolodex Technologies operates as a financial technology company.

(b) Rolodex develops, licenses, markets, and operates technology solutions related to payments, remittances, digital assets, trading, financial infrastructure, treasury services, and financial management tools.

Section 3.02 Non-Bank Status

(a) Unless expressly stated otherwise, Rolodex is not a bank.

(b) Funds held through the Services may not constitute bank deposits.

(c) Certain funds may not be insured by the Federal Deposit Insurance Corporation ("FDIC") or any comparable governmental authority.

Section 3.03 Third-Party Service Providers

(a) Rolodex may utilize:

(i) banking partners;

(ii) broker-dealers;

(iii) custodians;

(iv) payment processors;

(v) foreign exchange providers;

(vi) liquidity providers;

(vii) settlement providers;

(viii) digital asset exchanges;

(ix) cloud service providers; and

(x) identity verification providers.

(b) The User acknowledges that the performance of certain Services provided by Rolodex may depend upon such third parties.

Section 3.04 Regulatory Structure

(a) Certain Services may be offered pursuant to licenses, registrations, authorizations, approvals, exemptions, or partnerships maintained by Rolodex or its affiliates.

(b) Availability of Services may vary by jurisdiction.

(c) Rolodex reserves the right to discontinue Services in any jurisdiction at any time.

Section 3.05 No Fiduciary Relationship

(a) Nothing contained herein shall create:

(i) a fiduciary relationship;

(ii) an agency relationship;

(iii) a trustee relationship;

(iv) a partnership; or

(v) a joint venture.

(b) Rolodex acts solely as a service provider except where otherwise required by law.

Section 3.06 No Investment Advice

(a) Rolodex does not provide investment advice, legal advice, accounting advice, tax advice, or financial planning services unless expressly stated in a separate written agreement.

(b) Any information made available through the Services is provided for informational purposes only.

(c) The User remains solely responsible for all financial decisions and transactions.

Section 3.07 Regulatory Cooperation

Rolodex reserves the unrestricted right to cooperate with governmental authorities, regulators, law enforcement agencies, courts, and financial institutions in connection with compliance obligations, investigations, enforcement actions, legal proceedings, or risk management activities.

Section 3.08 Right to Modify Services

Rolodex may, at any time and in its sole discretion:

(a) modify Services;

(b) suspend Services;

(c) discontinue Services;

(d) restrict functionality;

(e) impose limits;

(f) require additional verification; or

(g) terminate access to Services.

Such actions may be taken without liability to the User.

ARTICLE IV

ELIGIBILITY REQUIREMENTS

Section 4.01 Eligibility Standards

(a) Access to and use of the Services shall be limited exclusively to persons who satisfy all eligibility requirements established by Rolodex Technologies and all applicable laws, regulations, directives, and regulatory guidance.

(b) The User represents and warrants on a continuing basis that the User possesses full legal authority, capacity, and competence to enter into and perform obligations under this Agreement.

(c) The User shall immediately cease use of the Services upon becoming ineligible for any reason.

Section 4.02 Minimum Age Requirements

(a) Natural persons must be at least eighteen (18) years of age or the age of legal majority in the applicable jurisdiction, whichever is greater.

(b) Rolodex reserves the right to impose higher minimum age requirements for specific products, services, jurisdictions, or regulatory classifications.

(c) Accounts established on behalf of minors shall be prohibited unless expressly authorized through a separate written agreement approved by Rolodex.

Section 4.03 Jurisdictional Eligibility

(a) Services may not be available in all jurisdictions.

(b) Rolodex may restrict, suspend, prohibit, or terminate access from any jurisdiction at any time and without prior notice.

(c) The User is solely responsible for ensuring that use of the Services complies with all laws applicable to the User.

(d) Accessing the Services from a prohibited jurisdiction constitutes a material breach of this Agreement.

Section 4.04 Sanctions Compliance Eligibility

The User represents, warrants, and covenants that neither the User nor any beneficial owner, controller, authorized representative, affiliate, or related party:

(i) appears on any sanctions list maintained by governmental authorities;

(ii) resides in a sanctioned jurisdiction;

(iii) is owned or controlled by sanctioned persons;

(iv) acts on behalf of sanctioned persons.

Section 4.05 Continuing Eligibility Obligations

Eligibility requirements shall apply continuously throughout the duration of the User's relationship with Rolodex.

The User shall immediately notify Rolodex of any event that may affect eligibility.

Section 4.06 Right to Verify Eligibility

Rolodex may conduct verification procedures at any time, including:

(a) identity verification;

(b) business verification;

(c) beneficial ownership verification;

(d) sanctions screening;

(e) source-of-funds verification;

(f) source-of-wealth verification;

(g) regulatory reviews.

Section 4.07 Suspension Pending Verification

Rolodex may suspend access to any Service while conducting eligibility reviews.

The User acknowledges that such reviews may occur without prior notice.

Section 4.08 Institutional Customers

Institutional customers shall provide all documentation reasonably requested by Rolodex, including:

(a) formation documents;

(b) governing documents;

(c) ownership records;

(d) regulatory registrations;

(e) financial statements;

(f) board resolutions;

(g) authorizing resolutions.

Section 4.09 No Right to Access

Nothing contained herein shall create any right to receive Services.

Rolodex reserves absolute discretion regarding account approval.

Section 4.10 Survival

The representations and warranties contained in this Article shall survive termination of this Agreement.

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ARTICLE V

ACCOUNT REGISTRATION AND CUSTOMER ONBOARDING

Section 5.01 Account Application

To access certain Services, Users must establish an account approved by Rolodex.

Submission of an application does not guarantee approval.

Section 5.02 Information Requirements

The User shall provide complete, accurate, current, and truthful information at all times.

Required information may include:

(a) full legal name;

(b) date of birth;

(c) residential address;

(d) government identification;

(e) tax identification number;

(f) telephone number;

(g) email address;

(h) biometric information where permitted by law.

Section 5.03 Business Customer Requirements

Business applicants shall provide:

(a) articles of incorporation;

(b) certificates of formation;

(c) operating agreements;

(d) partnership agreements;

(e) beneficial ownership information;

(f) tax registrations;

(g) licensing documentation.

Section 5.04 Beneficial Ownership Verification

Rolodex may require disclosure of all persons directly or indirectly owning, controlling, or benefiting from a business account.

Failure to provide beneficial ownership information shall constitute grounds for denial or termination.

Section 5.05 Source of Funds Reviews

Rolodex may require documentation evidencing the lawful origin of funds.

Examples include:

(a) bank statements;

(b) employment records;

(c) investment statements;

(d) tax filings;

(e) corporate financial records.

Section 5.06 Source of Wealth Reviews

Rolodex may require evidence demonstrating how wealth was accumulated.

The User shall cooperate fully with such requests.

Section 5.07 Enhanced Due Diligence

Rolodex may apply enhanced due diligence procedures where risk factors exist.

Enhanced due diligence may include:

(a) additional documentation;

(b) interviews;

(c) external investigations;

(d) independent verification procedures.

Section 5.08 Accuracy of Information

The User represents that all submitted information is true, complete, and accurate.

Any false statement shall constitute a material breach.

Section 5.09 Ongoing Information Updates

The User shall promptly update information that becomes inaccurate or incomplete.

Failure to maintain current information may result in suspension.

Section 5.10 Security Credentials

The User shall safeguard all login credentials.

The User assumes responsibility for all activities conducted through the account unless prohibited by applicable law.

Section 5.11 Account Monitoring

Rolodex may monitor account activity for compliance, fraud prevention, cybersecurity, operational, and regulatory purposes.

Section 5.12 Reverification

Rolodex may require reverification at any time.

The User shall promptly comply with all reverification requests.

Section 5.13 Account Ownership

Accounts are personal to the approved User and may not be sold, assigned, transferred, or shared without written authorization.

Section 5.14 Denial of Application

Rolodex may reject any application for any lawful reason without obligation to disclose the basis for such determination.

Section 5.15 Record Retention

Rolodex may retain onboarding and account records for periods required by law, regulation, litigation holds, or internal compliance requirements.

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ARTICLE VI

KNOW YOUR CUSTOMER (KYC), ANTI-MONEY LAUNDERING (AML), COUNTER-TERRORIST FINANCING (CTF), AND SANCTIONS COMPLIANCE

Section 6.01 Compliance Program

Rolodex shall maintain a comprehensive compliance program designed to satisfy applicable anti-money laundering, counter-terrorist financing, sanctions, financial crimes, anti-corruption, and regulatory requirements.

Section 6.02 Customer Identification Program

Users shall be subject to customer identification procedures.

Rolodex may collect, verify, validate, and retain identifying information as required by law.

Section 6.03 Ongoing Customer Due Diligence

Rolodex may conduct continuous due diligence reviews throughout the duration of the customer relationship.

Such reviews may occur periodically or on an event-driven basis.

Section 6.04 Enhanced Due Diligence

Enhanced due diligence may be required for:

(a) high-risk customers;

(b) politically exposed persons;

(c) institutional clients;

(d) foreign entities;

(e) digital asset businesses;

(f) regulated financial institutions.

Section 6.05 Transaction Monitoring

Rolodex may monitor all transactions using automated systems, artificial intelligence tools, behavioral analytics, and manual reviews.

Section 6.06 Suspicious Activity Reviews

Rolodex reserves the right to investigate any activity it reasonably believes may involve:

(i) fraud;

(ii) money laundering;

(iii) terrorist financing;

(iv) sanctions violations;

(v) market manipulation;

(vi) cybercrime;

(vii) other unlawful conduct.

Section 6.07 Information Requests

Rolodex may require Users to provide information, explanations, records, and documentation relating to any transaction.

Failure to cooperate may result in restrictions or termination.

Section 6.08 Freezing Authority

Rolodex may freeze funds, assets, accounts, or transactions where reasonably necessary to satisfy compliance obligations.

Section 6.09 Transaction Rejection Authority

Rolodex may reject any transaction in its sole discretion where legal, regulatory, operational, reputational, or risk concerns exist.

Section 6.10 Regulatory Reporting

Rolodex may submit reports, disclosures, filings, notifications, and communications to governmental authorities as required or permitted by law.

Section 6.11 Information Sharing

The User authorizes Rolodex to share information with:

(a) regulators;

(b) law enforcement agencies;

(c) banking partners;

(d) financial institutions;

(e) compliance service providers;

(f) fraud prevention organizations.

Section 6.12 No Liability for Compliance Actions

Rolodex shall not be liable for losses arising from actions taken in good faith to comply with legal, regulatory, or compliance obligations.

Section 6.13 Preservation of Records

Rolodex may preserve records relating to transactions, communications, investigations, and compliance reviews for periods determined by applicable law or internal policy.

Section 6.14 Cooperation with Authorities

Rolodex reserves the unrestricted right to cooperate with governmental authorities, courts, regulators, and law enforcement agencies worldwide.

Section 6.15 Survival

All rights and obligations under this Article shall survive account closure, suspension, restriction, or termination.

ARTICLE VII

USER REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 7.01 Continuing Representations

The User hereby represents, warrants, acknowledges, and covenants that each representation contained in this Article is true, accurate, complete, and not misleading as of the date of acceptance of this Agreement and shall remain true, accurate, complete, and not misleading throughout the duration of the User's relationship with Rolodex Technologies.

Section 7.02 Authority

The User represents and warrants that:

(a) the User possesses full legal authority, power, and capacity to enter into this Agreement;

(b) execution and performance of this Agreement does not violate any law, regulation, contract, court order, organizational document, or fiduciary obligation applicable to the User;

(c) all required approvals, authorizations, licenses, and consents have been obtained.

Section 7.03 Accuracy of Information

The User represents and warrants that all information submitted to Rolodex:

(a) is truthful;

(b) is complete;

(c) is accurate;

(d) is current;

(e) is not misleading.

The User shall promptly notify Rolodex of any changes to such information.

Section 7.04 Lawful Source of Funds

The User represents and warrants that all funds, digital assets, securities, and property used in connection with the Services originate from lawful activities and are not derived from:

(i) money laundering;

(ii) terrorist financing;

(iii) sanctions violations;

(iv) fraud;

(v) corruption;

(vi) tax evasion; or

(vii) any unlawful conduct.

Section 7.05 Compliance with Laws

The User shall comply with all applicable:

(a) laws;

(b) regulations;

(c) governmental orders;

(d) sanctions programs;

(e) securities laws;

(f) anti-money laundering requirements;

(g) tax obligations.

Section 7.06 No Prohibited Use

The User shall not use the Services for any unlawful, fraudulent, deceptive, manipulative, abusive, or unauthorized purpose.

Section 7.07 No Market Manipulation

The User shall not engage in:

(a) wash trading;

(b) spoofing;

(c) layering;

(d) insider trading;

(e) market manipulation;

(f) artificial pricing activities.

Section 7.08 Tax Compliance

The User remains solely responsible for all tax obligations arising from use of the Services.

Rolodex shall have no responsibility for determining tax consequences.

Section 7.09 Continuing Covenant

The User agrees to cooperate fully with all compliance, security, regulatory, operational, legal, and investigative requests made by Rolodex.

Section 7.10 Material Breach

Any breach of this Article shall constitute a material breach of this Agreement and may result in immediate suspension, restriction, or termination of Services.

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ARTICLE VIII

DIGITAL WALLET SERVICES

Section 8.01 Wallet Services

Rolodex may provide Users access to one or more digital wallets for storing, receiving, transferring, converting, and managing supported assets.

Wallet functionality may vary by jurisdiction, account type, asset type, and regulatory status.

Section 8.02 Nature of Wallet Services

Unless expressly stated otherwise:

(a) wallet balances are not bank deposits;

(b) wallet balances may not be FDIC insured;

(c) wallet balances may not be protected by governmental guarantee programs.

Section 8.03 Custodial Wallets

Where Rolodex provides custodial wallet services:

(a) Rolodex or designated custodians may maintain control of private keys;

(b) assets may be held in omnibus accounts;

(c) assets may be commingled with assets of other customers to the extent permitted by law.

Section 8.04 Non-Custodial Wallets

Where non-custodial wallets are supported:

(a) the User shall be solely responsible for safeguarding private keys;

(b) loss of credentials may result in permanent loss of access;

(c) Rolodex may be unable to recover assets.

Section 8.05 Security Obligations

Users shall maintain reasonable security measures including:

(i) strong passwords;

(ii) multi-factor authentication;

(iii) secure devices;

(iv) updated software.

Section 8.06 Wallet Recovery

Recovery procedures may require extensive verification.

Rolodex reserves the right to deny recovery requests where ownership cannot be satisfactorily verified.

Section 8.07 Unauthorized Transactions

Users shall notify Rolodex immediately upon discovering:

(a) unauthorized access;

(b) compromised credentials;

(c) suspected fraud;

(d) suspicious activity.

Failure to provide prompt notice may affect available remedies.

Section 8.08 Wallet Limits

Rolodex may establish:

(a) deposit limits;

(b) withdrawal limits;

(c) transfer limits;

(d) transaction frequency limits;

(e) asset holding limits.

Section 8.09 Asset Availability

Rolodex may add, remove, suspend, delist, restrict, or discontinue support for any asset at any time.

Section 8.10 Wallet Suspension

Rolodex may suspend wallet access where necessary to:

(a) satisfy regulatory obligations;

(b) mitigate risk;

(c) investigate fraud;

(d) respond to security incidents.

Section 8.11 Blockchain Risks

Users acknowledge risks including:

(a) forks;

(b) protocol failures;

(c) validator failures;

(d) cyberattacks;

(e) network congestion;

(f) transaction irreversibility.

Section 8.12 No Guarantee

Rolodex does not guarantee uninterrupted access, availability, performance, or recoverability of wallet assets.

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ARTICLE IX

FIAT CURRENCY SERVICES

Section 9.01 Availability

Rolodex may support deposits, withdrawals, transfers, conversions, settlements, and storage of supported fiat currencies.

Availability may vary by jurisdiction.

Section 9.02 Banking Relationships

Fiat funds may be maintained through licensed banking institutions, custodians, settlement providers, or financial institutions.

Section 9.03 Deposit Processing

Deposits may be subject to:

(a) verification;

(b) fraud screening;

(c) regulatory review;

(d) settlement confirmation.

Rolodex may delay crediting deposits until final settlement occurs.

Section 9.04 Withdrawal Processing

Withdrawal requests may be delayed, restricted, rejected, or reversed where necessary to comply with legal, regulatory, operational, or risk-management requirements.

Section 9.05 Currency Conversion

Currency conversions may be executed at exchange rates determined by Rolodex or its service providers.

Rates may include spreads, markups, commissions, or fees.

Section 9.06 Settlement Risk

The User acknowledges that payment systems, banking networks, and settlement systems may experience delays, interruptions, failures, reversals, and operational disruptions.

Section 9.07 Returned Transactions

Rolodex may charge fees associated with:

(a) returned payments;

(b) rejected transactions;

(c) failed settlements;

(d) chargebacks.

Section 9.08 Holds and Reserves

Rolodex may place holds, reserves, restrictions, or limitations on fiat funds where deemed necessary for risk management or compliance purposes.

Section 9.09 Negative Balances

Users shall remain liable for any negative account balance.

Rolodex may recover outstanding amounts through any lawful means.

Section 9.10 No Interest

Unless otherwise expressly stated, fiat balances shall not accrue interest.

Section 9.11 Abandoned Property

Unclaimed funds may be reported or remitted to governmental authorities in accordance with applicable unclaimed property laws.

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ARTICLE X

DOMESTIC MONEY TRANSMISSION SERVICES

Section 10.01 Scope of Services

Rolodex may facilitate domestic money transmission services subject to applicable licensing requirements and regulatory approvals.

Section 10.02 Transfer Requests

Submission of a transfer request does not guarantee acceptance or execution.

All transfers remain subject to review and approval.

Section 10.03 Verification Requirements

Rolodex may require verification of:

(a) sender identity;

(b) recipient identity;

(c) source of funds;

(d) transaction purpose.

Section 10.04 Transfer Limits

Rolodex may impose:

(a) daily limits;

(b) weekly limits;

(c) monthly limits;

(d) transaction-specific limits.

Section 10.05 Refusal of Transfers

Rolodex may reject any transfer where:

(i) fraud concerns exist;

(ii) sanctions concerns exist;

(iii) regulatory concerns exist;

(iv) operational concerns exist;

(v) security concerns exist.

Section 10.06 Transfer Timing

Estimated processing times are provided for convenience only.

Rolodex does not guarantee specific delivery times.

Section 10.07 Recipient Errors

The User is solely responsible for providing accurate recipient information.

Rolodex shall not be liable for losses arising from incorrect recipient information provided by the User.

Section 10.08 Transaction Reversals

Rolodex may reverse, cancel, suspend, or reject transfers where legally permitted or operationally necessary.

Section 10.09 Error Resolution

Users shall promptly notify Rolodex regarding any suspected transaction error.

Rolodex may investigate and resolve such matters in accordance with applicable law.

Section 10.10 Recordkeeping

Rolodex may maintain records relating to transfers for periods required by law or internal policy.

Section 10.11 Regulatory Reporting

Rolodex may report transaction information to governmental authorities where required or permitted by law.

Section 10.12 Risk Allocation

The User acknowledges and accepts all risks associated with:

(a) payment network disruptions;

(b) banking system outages;

(c) settlement delays;

(d) recipient institution failures;

(e) force majeure events.

Section 10.13 No Guarantee of Availability

Rolodex may modify, suspend, discontinue, or restrict domestic money transmission services at any time and without prior notice.

Section 10.14 Survival

The provisions of this Article shall survive suspension, restriction, closure, or termination of the User's account to the extent necessary to enforce rights, obligations, and liabilities arising prior to termination.

ARTICLE XI

INTERNATIONAL REMITTANCE SERVICES

Section 11.01 Scope of Services

Rolodex Technologies may facilitate international remittance services enabling Users to transmit funds to designated recipients located in supported jurisdictions.

Availability of such services shall be subject to applicable laws, licensing requirements, sanctions restrictions, banking partner capabilities, payment corridor availability, and operational limitations.

Section 11.02 Remittance Authorizations

By initiating a remittance transaction, the User authorizes Rolodex to:

(a) debit the User’s account;

(b) convert currencies where applicable;

(c) utilize banking partners and intermediaries;

(d) transmit payment instructions;

(e) disclose information required for transaction processing.

Section 11.03 Required Information

Users shall provide complete and accurate information regarding:

(i) sender identity;

(ii) recipient identity;

(iii) recipient account information;

(iv) destination country;

(v) transaction purpose;

(vi) source of funds.

The User shall bear sole responsibility for the accuracy of such information.

Section 11.04 Exchange Rate Disclosures

Where currency conversion is required:

(a) applicable exchange rates shall be disclosed prior to confirmation where required by law;

(b) exchange rates may fluctuate prior to settlement;

(c) rates may include spreads, margins, markups, or commissions.

Section 11.05 Fees and Charges

Users acknowledge that remittance transactions may involve:

(a) transfer fees;

(b) foreign exchange fees;

(c) intermediary bank fees;

(d) receiving institution fees;

(e) governmental charges.

Certain fees may be imposed by third parties and may not be controlled by Rolodex.

Section 11.06 Processing Times

Estimated delivery times are estimates only.

Rolodex does not guarantee:

(a) settlement times;

(b) delivery times;

(c) recipient availability;

(d) banking partner performance.

Section 11.07 Regulatory Delays

Transactions may be delayed due to:

(i) sanctions reviews;

(ii) fraud investigations;

(iii) regulatory inquiries;

(iv) banking reviews;

(v) governmental actions.

Section 11.08 Cancellation Rights

Cancellation rights shall be governed by applicable law and product-specific disclosures.

Certain transactions may become irrevocable once processing has commenced.

Section 11.09 Recipient Availability

Delivery of funds may depend upon:

(a) recipient institution capabilities;

(b) local regulations;

(c) banking infrastructure;

(d) payment network availability.

Section 11.10 Limitation of Liability

Rolodex shall not be liable for losses resulting from:

(i) incorrect recipient information;

(ii) intermediary actions;

(iii) foreign governmental actions;

(iv) sanctions restrictions;

(v) banking network failures.

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ARTICLE XII

CROSS-BORDER PAYMENT SERVICES

Section 12.01 Nature of Services

Cross-border payment services may facilitate transfers between jurisdictions involving multiple currencies, financial institutions, settlement systems, and regulatory frameworks.

Section 12.02 Correspondent Banking Networks

The User acknowledges that cross-border payments may involve:

(a) correspondent banks;

(b) intermediary institutions;

(c) clearing systems;

(d) settlement providers.

Rolodex shall not control all participants involved in a payment chain.

Section 12.03 Cross-Border Regulatory Compliance

Users shall comply with all applicable:

(i) export control laws;

(ii) sanctions laws;

(iii) anti-money laundering requirements;

(iv) foreign exchange regulations;

(v) tax reporting requirements.

Section 12.04 Governmental Restrictions

Transactions may be restricted, delayed, suspended, or rejected due to:

(a) currency controls;

(b) capital controls;

(c) sanctions programs;

(d) political developments;

(e) regulatory directives.

Section 12.05 Settlement Risk

The User acknowledges risks including:

(a) settlement delays;

(b) settlement failures;

(c) intermediary failures;

(d) liquidity shortages.

Section 12.06 Currency Conversion

Where conversion occurs, exchange rates may be determined by Rolodex, banking partners, liquidity providers, or third-party market participants.

Section 12.07 Information Sharing

Rolodex may disclose transaction information to financial institutions, regulators, and governmental authorities as necessary to process cross-border transactions.

Section 12.08 Compliance Holds

Rolodex may impose holds on transactions pending completion of compliance reviews.

Section 12.09 No Delivery Guarantee

Rolodex makes no guarantee regarding:

(i) payment completion;

(ii) delivery speed;

(iii) acceptance by recipient institutions.

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ARTICLE XIII

MULTI-CURRENCY ACCOUNT SERVICES

Section 13.01 Account Functionality

Rolodex may permit Users to maintain balances in multiple currencies.

Such functionality shall be subject to jurisdictional restrictions and product availability.

Section 13.02 Supported Currencies

Rolodex may add, remove, suspend, or restrict supported currencies at any time.

Section 13.03 Currency Conversion Authority

Users authorize Rolodex to perform currency conversions as necessary to facilitate transactions.

Section 13.04 Conversion Methodology

Exchange rates may be determined using:

(a) market data;

(b) liquidity providers;

(c) banking partners;

(d) internal pricing models.

Section 13.05 Conversion Risks

The User acknowledges that currency values may fluctuate substantially.

Section 13.06 Currency Controls

Certain jurisdictions may impose:

(i) conversion restrictions;

(ii) reporting obligations;

(iii) repatriation requirements.

Users remain responsible for compliance.

Section 13.07 Negative Currency Balances

Users shall remain liable for any negative balances arising in any supported currency.

Section 13.08 Conversion Errors

Rolodex reserves the right to correct pricing, conversion, operational, computational, or settlement errors.

Section 13.09 No Investment Purpose

Multi-currency accounts are intended for payment and financial services purposes and are not intended as investment products unless expressly stated.

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ARTICLE XIV

FOREIGN EXCHANGE SERVICES

Section 14.01 Availability

Rolodex may offer foreign exchange services involving supported fiat currencies.

Section 14.02 Market Risk Disclosure

Foreign exchange markets are highly volatile.

Currency values may fluctuate significantly and unpredictably.

Section 14.03 User Assumption of Risk

The User assumes all risks associated with:

(a) currency fluctuations;

(b) market volatility;

(c) geopolitical events;

(d) monetary policy changes;

(e) liquidity conditions.

Section 14.04 Exchange Rate Determination

Rates may differ from:

(i) interbank rates;

(ii) published rates;

(iii) benchmark rates.

Section 14.05 Forward-Looking Statements

No rate quote shall constitute a guarantee of future rates.

Section 14.06 Transaction Finality

Foreign exchange transactions may become irrevocable upon execution.

Section 14.07 Extraordinary Market Conditions

Rolodex may suspend or restrict foreign exchange services during periods of:

(a) market instability;

(b) liquidity shortages;

(c) regulatory intervention;

(d) force majeure events.

Section 14.08 Limitation of Liability

Rolodex shall not be responsible for losses arising from:

(i) exchange rate fluctuations;

(ii) market volatility;

(iii) governmental actions;

(iv) trading interruptions.

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ARTICLE XV

DIGITAL ASSET SERVICES

Section 15.01 Scope of Services

Rolodex may provide services involving supported digital assets, cryptocurrencies, stablecoins, tokenized assets, and blockchain-based instruments.

Availability may vary by jurisdiction.

Section 15.02 Regulatory Uncertainty

The User acknowledges that digital asset regulation continues to evolve globally.

Future laws may adversely affect:

(a) ownership rights;

(b) transferability;

(c) liquidity;

(d) valuation.

Section 15.03 Digital Asset Risk Disclosure

Digital assets involve substantial risk and may lose all value.

The User acknowledges and accepts such risks.

Section 15.04 Volatility Risk

Digital asset prices may fluctuate rapidly and substantially.

Losses may occur over short periods of time.

Section 15.05 Liquidity Risk

Digital asset markets may become illiquid or cease functioning.

The User may be unable to sell, transfer, or convert assets.

Section 15.06 Technology Risk

Digital assets depend upon technologies that may experience:

(a) software defects;

(b) coding errors;

(c) protocol failures;

(d) network disruptions.

Section 15.07 Blockchain Risk

Blockchain networks may experience:

(i) congestion;

(ii) attacks;

(iii) forks;

(iv) governance disputes;

(v) validator failures.

Section 15.08 Stablecoin Risk

Stablecoins may not maintain parity with underlying reference assets.

Users acknowledge risks including:

(a) de-pegging;

(b) issuer insolvency;

(c) reserve deficiencies;

(d) redemption restrictions.

Section 15.09 Forks and Protocol Changes

Rolodex reserves sole discretion regarding support for:

(i) hard forks;

(ii) soft forks;

(iii) airdrops;

(iv) protocol upgrades;

(v) network migrations.

No obligation exists to support any such event.

Section 15.10 Smart Contract Risk

Smart contracts may contain:

(a) vulnerabilities;

(b) coding defects;

(c) security weaknesses.

Rolodex shall not be liable for losses arising from smart contract failures beyond its reasonable control.

Section 15.11 Network Fees

Users shall remain responsible for applicable blockchain network fees, gas fees, validator fees, and transaction costs.

Section 15.12 Irreversible Transactions

Blockchain transactions are generally irreversible.

Users bear sole responsibility for verifying wallet addresses and transaction details.

Section 15.13 Delisting Authority

Rolodex may suspend, restrict, or delist support for any digital asset at any time.

Section 15.14 Custody Risks

Digital asset custody involves operational, technological, and cybersecurity risks.

The User acknowledges that no custody solution can eliminate all risks.

Section 15.15 Third-Party Providers

Digital asset services may rely upon exchanges, custodians, liquidity providers, validators, and other third parties.

Rolodex shall not be liable for failures beyond its reasonable control.

Section 15.16 Cybersecurity Risks

Users acknowledge risks including:

(a) hacking;

(b) phishing;

(c) malware;

(d) ransomware;

(e) credential theft;

(f) social engineering attacks.

Section 15.17 No Guarantee of Value

Rolodex makes no representation or warranty regarding:

(i) future value;

(ii) market performance;

(iii) liquidity;

(iv) profitability.

Section 15.18 Digital Asset Liability Limitation

To the maximum extent permitted by law, Rolodex shall not be liable for losses arising from:

(a) digital asset market volatility;

(b) protocol failures;

(c) blockchain network disruptions;

(d) validator misconduct;

(e) exchange failures;

(f) stablecoin de-pegging events;

(g) governmental restrictions;

(h) cybersecurity incidents not resulting from Rolodex's gross negligence or willful misconduct.

Section 15.19 Compliance Authority

Rolodex may suspend, reject, freeze, delay, restrict, or terminate digital asset transactions where necessary to comply with applicable law, regulatory requirements, sanctions obligations, risk management procedures, or security protocols.

Section 15.20 Survival

All risk disclosures, liability limitations, indemnification obligations, compliance rights, and regulatory provisions contained within this Article shall survive account termination and remain enforceable to the fullest extent permitted by law.

ARTICLE XVI

DIGITAL ASSET CUSTODY SERVICES

Section 16.01 Scope of Custody Services

Rolodex Technologies may provide digital asset custody services directly or through licensed custodians, qualified custodians, trust companies, banking institutions, or other authorized third-party service providers.

Custody services may include:

(a) safekeeping;

(b) storage;

(c) transfer facilitation;

(d) settlement support;

(e) asset administration.

Section 16.02 Custodial Structure

Digital assets may be held:

(i) directly by Rolodex;

(ii) through affiliates;

(iii) through qualified custodians;

(iv) through third-party custodial providers.

The User acknowledges that custody arrangements may change from time to time.

Section 16.03 Omnibus Accounts

Assets may be maintained in omnibus accounts together with assets of other customers where permitted by applicable law.

The User acknowledges that omnibus custody may affect asset segregation and recovery rights in insolvency scenarios.

Section 16.04 Custody Risks

Users acknowledge risks including:

(a) cybersecurity threats;

(b) operational failures;

(c) custodian insolvency;

(d) governmental seizure;

(e) regulatory intervention;

(f) force majeure events.

Section 16.05 Insurance Disclosures

Custodial assets may not be insured by:

(a) the Federal Deposit Insurance Corporation (FDIC);

(b) the Securities Investor Protection Corporation (SIPC);

(c) governmental guarantee programs.

Any available insurance coverage may be subject to limitations, exclusions, deductibles, and coverage restrictions.

Section 16.06 Private Key Management

Private keys may be maintained through:

(i) cold storage;

(ii) warm storage;

(iii) hardware security modules;

(iv) multi-signature systems.

Rolodex makes no guarantee regarding absolute protection against unauthorized access.

Section 16.07 Asset Recovery

Recovery of assets following cybersecurity incidents, network failures, forks, insolvencies, or third-party failures may not be possible.

Section 16.08 Custody Limitation of Liability

To the maximum extent permitted by law, Rolodex shall not be liable for losses arising from:

(a) blockchain failures;

(b) custodian insolvency;

(c) governmental actions;

(d) force majeure events;

(e) cyberattacks beyond reasonable control.

Section 16.09 Regulatory Cooperation

Rolodex may disclose custody-related information to regulators, courts, law enforcement agencies, and governmental authorities as required or permitted by law.

Section 16.10 Survival

All custody disclosures and limitations of liability shall survive termination of this Agreement.

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ARTICLE XVII

BLOCKCHAIN SERVICES

Section 17.01 Blockchain Functionality

Rolodex may facilitate blockchain-based transactions involving supported digital assets.

Such transactions may utilize public, private, permissioned, or hybrid blockchain networks.

Section 17.02 User Acknowledgement

The User acknowledges that blockchain networks are decentralized systems that operate independently of Rolodex.

Rolodex does not own, operate, or control all blockchain networks.

Section 17.03 Transaction Finality

Once submitted to a blockchain network, transactions may become irreversible.

The User accepts sole responsibility for verifying:

(a) wallet addresses;

(b) destination identifiers;

(c) transaction details.

Section 17.04 Network Congestion

Users acknowledge that blockchain networks may experience:

(i) congestion;

(ii) delays;

(iii) elevated fees;

(iv) transaction failures.

Section 17.05 Fork Events

Blockchain networks may experience:

(a) hard forks;

(b) soft forks;

(c) protocol splits;

(d) chain reorganizations.

Rolodex retains sole discretion regarding support for any resulting assets.

Section 17.06 Consensus Mechanism Risks

Users acknowledge risks associated with:

(a) proof-of-work systems;

(b) proof-of-stake systems;

(c) delegated consensus mechanisms;

(d) future consensus technologies.

Section 17.07 Smart Contract Risk

Blockchain protocols and smart contracts may contain:

(i) vulnerabilities;

(ii) coding errors;

(iii) security weaknesses.

The User accepts all associated risks.

Section 17.08 Validator Risk

Validators, miners, sequencers, relayers, and node operators may fail to perform as expected.

Such failures may affect transaction processing and network stability.

Section 17.09 Blockchain Disclaimer

Rolodex makes no representations concerning:

(a) network performance;

(b) decentralization;

(c) governance decisions;

(d) protocol security.

Section 17.10 Limitation of Liability

Rolodex shall not be responsible for losses arising from blockchain network events beyond its reasonable control.

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ARTICLE XVIII

STAKING SERVICES

Section 18.01 Availability

Rolodex may provide staking services for supported digital assets.

Participation shall be voluntary.

Section 18.02 Nature of Staking

Staking may involve:

(a) validator participation;

(b) delegated staking;

(c) staking pools;

(d) third-party staking providers.

Section 18.03 No Guaranteed Rewards

Staking rewards are not guaranteed.

Projected returns shall not constitute promises, warranties, or representations.

Section 18.04 Lock-Up Risk

Staked assets may be subject to:

(i) lock-up periods;

(ii) unbonding periods;

(iii) withdrawal delays.

Section 18.05 Slashing Risk

Certain blockchain protocols may impose slashing penalties.

Users acknowledge that staked assets may be partially or entirely forfeited.

Section 18.06 Validator Misconduct

Validators may:

(a) fail to perform;

(b) become compromised;

(c) suffer outages;

(d) violate protocol rules.

Such events may affect staking returns.

Section 18.07 Tax Considerations

Users remain solely responsible for determining and satisfying all tax obligations associated with staking activities.

Section 18.08 Regulatory Risk

Governments may impose restrictions on staking activities.

Regulatory changes may affect staking availability.

Section 18.09 Staking Suspension

Rolodex may suspend or terminate staking services at any time.

Section 18.10 Staking Risk Disclosure

Users expressly acknowledge that staking involves significant technological, operational, market, and regulatory risks.

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ARTICLE XIX

TOKENIZATION SERVICES

Section 19.01 Scope

Rolodex may facilitate tokenization services involving digital representations of assets.

Section 19.02 Nature of Tokenized Assets

Tokenized assets may represent:

(a) securities;

(b) commodities;

(c) currencies;

(d) real estate interests;

(e) intellectual property rights;

(f) other financial interests.

Section 19.03 Ownership Rights

Ownership rights associated with tokenized assets shall be governed by:

(i) applicable law;

(ii) offering documents;

(iii) contractual agreements;

(iv) issuer documentation.

Section 19.04 Regulatory Classification

Tokenized assets may be classified differently by regulators.

Classifications may change over time.

Section 19.05 No Guarantee of Ownership

Possession of a token does not necessarily constitute direct ownership of the underlying asset.

Users shall review all applicable documentation.

Section 19.06 Transfer Restrictions

Tokenized assets may be subject to:

(a) holding periods;

(b) transfer restrictions;

(c) jurisdictional limitations;

(d) investor qualification requirements.

Section 19.07 Issuer Risk

Tokenized asset issuers may experience:

(i) insolvency;

(ii) fraud;

(iii) operational failures;

(iv) regulatory actions.

Section 19.08 Market Risk

Tokenized asset valuations may fluctuate significantly.

Liquidity may be limited or unavailable.

Section 19.09 Smart Contract Dependency

Tokenized assets may rely upon smart contracts.

Smart contract failures may impair ownership records or transfer functionality.

Section 19.10 Limitation of Liability

Rolodex shall not be liable for losses arising from token issuers, smart contracts, regulatory actions, or market conditions beyond its reasonable control.

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ARTICLE XX

SECURITIES SERVICES

Section 20.01 General Disclosure

Securities-related services may be offered through licensed broker-dealers, registered investment entities, regulated financial institutions, or authorized partners.

Section 20.02 Regulatory Status

Users acknowledge that securities services may be subject to:

(a) federal securities laws;

(b) state securities laws;

(c) SEC regulations;

(d) FINRA regulations;

(e) exchange rules.

Section 20.03 Investment Risk Disclosure

ALL INVESTMENTS INVOLVE RISK.

PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS.

THE VALUE OF SECURITIES MAY INCREASE OR DECREASE.

LOSS OF PRINCIPAL IS POSSIBLE.

Section 20.04 No Investment Advice

Unless expressly stated in a separate written agreement:

(a) Rolodex is not acting as an investment adviser;

(b) Rolodex does not provide investment recommendations;

(c) Rolodex does not provide personalized financial advice.

Section 20.05 Suitability

Users remain solely responsible for determining whether any investment is appropriate for their financial circumstances.

Section 20.06 Institutional Investor Acknowledgements

Institutional investors represent that they:

(i) possess adequate financial sophistication;

(ii) understand investment risks;

(iii) possess authority to invest.

Section 20.07 Order Handling

Execution of orders may depend upon:

(a) market conditions;

(b) exchange availability;

(c) trading halts;

(d) liquidity conditions.

Execution is not guaranteed.

Section 20.08 Market Disruptions

Trading may be interrupted due to:

(i) exchange outages;

(ii) regulatory actions;

(iii) market volatility;

(iv) circuit breakers.

Section 20.09 Margin Risk

Where margin trading is available, Users acknowledge that leverage increases risk and may result in losses exceeding initial investments.

Section 20.10 Securities Lending

Where applicable, securities may be eligible for lending arrangements subject to separate agreements.

Section 20.11 Corporate Actions

Users remain responsible for understanding the impact of:

(a) dividends;

(b) stock splits;

(c) mergers;

(d) acquisitions;

(e) tender offers.

Section 20.12 Research and Market Data

Market information, research reports, and analytical content are provided for informational purposes only.

Rolodex does not guarantee accuracy or completeness.

Section 20.13 Best Efforts Standard

Rolodex shall endeavor to provide securities services using commercially reasonable efforts but makes no guarantee of uninterrupted access.

Section 20.14 Regulatory Cooperation

Rolodex may cooperate with securities regulators, exchanges, self-regulatory organizations, and law enforcement agencies.

Section 20.15 SEC/FINRA Style Disclosure

SECURITIES ARE NOT BANK DEPOSITS.

SECURITIES ARE NOT FDIC INSURED.

SECURITIES ARE NOT GUARANTEED BY ANY BANK.

SECURITIES MAY LOSE VALUE.

Section 20.16 Institutional Risk Disclosure

Institutional investors acknowledge risks including:

(a) market risk;

(b) liquidity risk;

(c) counterparty risk;

(d) operational risk;

(e) settlement risk;

(f) legal risk.

Section 20.17 Securities Liability Limitation

To the maximum extent permitted by law, Rolodex shall not be liable for market losses, investment decisions, trading outcomes, or fluctuations in the value of securities.

Section 20.18 Survival

All investment disclosures, risk acknowledgements, and liability limitations contained herein shall survive termination of this Agreement.

ARTICLE XXI

STOCK TRADING SERVICES

Section 21.01 Scope of Services

Rolodex Technologies may facilitate access to stock trading services directly or through licensed broker-dealers, regulated financial institutions, clearing firms, execution venues, market makers, exchanges, or authorized partners.

Availability of stock trading services may vary by jurisdiction, regulatory approval, investor classification, and account eligibility.

Section 21.02 Securities Account Requirements

Users seeking access to stock trading services may be required to:

(a) complete additional account applications;

(b) provide investment profile information;

(c) complete suitability questionnaires;

(d) satisfy regulatory requirements.

Section 21.03 Order Types

Supported order types may include:

(i) market orders;

(ii) limit orders;

(iii) stop-loss orders;

(iv) stop-limit orders;

(v) conditional orders.

Rolodex reserves the right to limit or restrict order functionality.

Section 21.04 Execution Risk

Execution of securities transactions is subject to:

(a) market availability;

(b) exchange functionality;

(c) liquidity conditions;

(d) market volatility;

(e) trading halts.

Execution at requested prices is not guaranteed.

Section 21.05 Fractional Shares

Where available, Users may purchase fractional shares.

Fractional share ownership may be subject to additional limitations and restrictions.

Section 21.06 Corporate Actions

Users acknowledge that securities may be affected by:

(a) stock splits;

(b) reverse stock splits;

(c) dividends;

(d) mergers;

(e) acquisitions;

(f) tender offers.

Rolodex may rely upon third-party providers for processing corporate actions.

Section 21.07 Market Volatility Disclosure

The value of securities may fluctuate substantially.

Users may lose some or all of their invested capital.

Section 21.08 Trading Restrictions

Rolodex may restrict, delay, suspend, or reject trading activity due to:

(i) market volatility;

(ii) regulatory requirements;

(iii) exchange restrictions;

(iv) operational concerns;

(v) risk management considerations.

Section 21.09 Broker-Dealer Disclosure

Certain securities services may be provided through registered broker-dealers subject to applicable securities laws and regulatory oversight.

Section 21.10 No Guarantee of Profit

Rolodex does not guarantee:

(a) investment returns;

(b) investment performance;

(c) profitability;

(d) capital preservation.

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ARTICLE XXII

ETF AND INVESTMENT PRODUCT SERVICES

Section 22.01 Scope of Services

Rolodex may provide access to exchange-traded funds ("ETFs"), investment funds, managed products, structured products, alternative investments, and other investment vehicles.

Section 22.02 Investment Product Risks

Investment products may involve:

(a) market risk;

(b) liquidity risk;

(c) credit risk;

(d) counterparty risk;

(e) concentration risk;

(f) interest rate risk.

Section 22.03 ETF Risk Disclosure

ETF investments may be affected by:

(i) tracking error;

(ii) management risk;

(iii) underlying asset performance;

(iv) market conditions.

Section 22.04 Alternative Investment Risks

Alternative investments may involve heightened risks, including:

(a) limited liquidity;

(b) valuation uncertainty;

(c) extended holding periods.

Section 22.05 Diversification Disclosure

Diversification does not guarantee profits and does not eliminate risk of loss.

Section 22.06 Prospectus Requirement

Users shall review all applicable prospectuses, offering documents, disclosures, and risk factors before investing.

Section 22.07 Suitability Assessment

Users remain solely responsible for determining whether investment products are suitable for their financial circumstances and objectives.

Section 22.08 Investment Product Disclaimers

Rolodex does not guarantee:

(a) performance;

(b) principal protection;

(c) future returns;

(d) investment objectives.

Section 22.09 Institutional Investor Disclosure

Institutional investors acknowledge that sophisticated investment products may involve substantial financial risk and complexity.

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ARTICLE XXIII

AI-POWERED FINANCIAL SERVICES

Section 23.01 Scope

Rolodex may utilize artificial intelligence, machine learning, predictive analytics, automation systems, natural language processing technologies, and algorithmic decision-support tools.

Section 23.02 Informational Nature

AI-generated outputs are provided solely for informational and educational purposes.

AI-generated content shall not constitute:

(a) legal advice;

(b) accounting advice;

(c) tax advice;

(d) investment advice;

(e) fiduciary advice.

Section 23.03 No Reliance

Users acknowledge that AI-generated outputs may contain:

(i) inaccuracies;

(ii) omissions;

(iii) outdated information;

(iv) incorrect assumptions.

Users shall independently verify all information before relying upon it.

Section 23.04 User Responsibility

The User remains solely responsible for all decisions, transactions, investments, and actions taken based upon AI-generated content.

Section 23.05 No Fiduciary Relationship

Use of AI-powered services shall not create any fiduciary, advisory, agency, or professional relationship.

Section 23.06 Automated Recommendations

Any recommendations generated by artificial intelligence systems are provided on a generalized basis and may not reflect the User's specific financial circumstances.

Section 23.07 AI Availability

Rolodex may modify, suspend, discontinue, retrain, update, or replace AI-powered services at any time.

Section 23.08 AI Limitation of Liability

Rolodex shall not be liable for losses arising from:

(a) AI-generated inaccuracies;

(b) automated recommendations;

(c) prediction errors;

(d) algorithmic outputs.

Section 23.09 Data Usage

Users acknowledge that data submitted to AI-powered systems may be processed for service delivery, quality assurance, compliance, security, and product improvement purposes.

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ARTICLE XXIV

BANKING-AS-A-SERVICE PRODUCTS

Section 24.01 Scope

Rolodex may offer banking-related products through licensed banking institutions and regulated financial partners.

Section 24.02 Partner Bank Relationships

Banking products may be provided by one or more partner banks.

Users acknowledge that such products may be governed by additional agreements and disclosures.

Section 24.03 Deposit Accounts

Deposit accounts, where available, may be held by partner banks and subject to the terms and conditions of those institutions.

Section 24.04 Availability

Banking products may include:

(a) checking accounts;

(b) savings accounts;

(c) debit cards;

(d) payment accounts;

(e) treasury accounts.

Availability shall depend upon jurisdiction and regulatory approval.

Section 24.05 Partner Bank Authority

Partner banks retain authority regarding:

(i) account approval;

(ii) account restrictions;

(iii) account closures;

(iv) compliance decisions.

Section 24.06 Regulatory Compliance

Users shall comply with all banking regulations, account agreements, disclosures, and compliance obligations imposed by partner institutions.

Section 24.07 FDIC and Insurance Disclosures

Certain deposit products may be eligible for deposit insurance through partner institutions, subject to applicable legal requirements and coverage limitations.

Not all products shall be insured.

Section 24.08 Card Programs

Debit cards, prepaid cards, and payment cards may be issued by partner institutions pursuant to separate cardholder agreements.

Section 24.09 Banking Service Interruptions

Rolodex shall not be responsible for interruptions caused by partner banks, payment networks, processors, or clearing systems.

Section 24.10 Banking Product Termination

Rolodex or partner institutions may suspend or discontinue banking products at any time, subject to applicable law.

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ARTICLE XXV

MERCHANT PAYMENT SERVICES

Section 25.01 Scope of Services

Rolodex may provide payment processing services to merchants, businesses, marketplaces, institutions, and commercial customers.

Section 25.02 Merchant Underwriting

Merchants shall be subject to underwriting procedures prior to approval.

Rolodex may evaluate:

(a) financial condition;

(b) transaction history;

(c) industry classification;

(d) fraud risk;

(e) compliance risk.

Section 25.03 Ongoing Monitoring

Merchant accounts may be monitored continuously for:

(i) fraud;

(ii) excessive chargebacks;

(iii) suspicious activity;

(iv) compliance concerns.

Section 25.04 Prohibited Merchants

Rolodex may prohibit certain industries, activities, products, services, or business models.

Approval of a merchant account does not constitute permanent authorization.

Section 25.05 Settlement of Funds

Settlement of merchant proceeds shall be subject to:

(a) fraud reviews;

(b) reserve requirements;

(c) compliance reviews;

(d) payment network requirements.

Section 25.06 Chargebacks

Merchants remain fully responsible for chargebacks, retrieval requests, disputes, reversals, and customer claims.

Section 25.07 Chargeback Reserve Authority

Rolodex may establish rolling reserves, fixed reserves, delayed settlements, or security reserves.

Reserve amounts shall be determined by Rolodex in its sole discretion.

Section 25.08 Right of Setoff

Rolodex may offset amounts owed by a merchant against:

(a) account balances;

(b) settlement proceeds;

(c) reserve funds.

Section 25.09 Fraud Prevention

Rolodex may implement fraud prevention controls including:

(i) transaction monitoring;

(ii) device fingerprinting;

(iii) behavioral analytics;

(iv) artificial intelligence systems.

Section 25.10 Merchant Compliance Obligations

Merchants shall comply with:

(a) payment network rules;

(b) card network requirements;

(c) anti-money laundering obligations;

(d) consumer protection laws;

(e) data security requirements.

Section 25.11 PCI Compliance

Merchants shall maintain compliance with applicable Payment Card Industry Data Security Standards ("PCI-DSS").

Section 25.12 High-Risk Merchant Classification

Rolodex may designate merchants as high-risk based upon:

(a) industry;

(b) transaction volume;

(c) chargeback history;

(d) compliance concerns.

Additional controls may be imposed.

Section 25.13 Reserve Risk Disclosure

Reserve funds may remain subject to hold periods extending beyond account termination where reasonably necessary to address actual or anticipated liabilities.

Section 25.14 Merchant Liability

Merchants shall remain liable for all losses, fines, penalties, assessments, chargebacks, regulatory actions, and claims arising from merchant activities.

Section 25.15 Survival

The provisions of this Article shall survive account suspension, restriction, closure, or termination to the extent necessary to enforce rights and obligations relating to chargebacks, reserves, indemnification, liabilities, and dispute resolution.

ARTICLE XXVI

TREASURY MANAGEMENT SERVICES

Section 26.01 Scope of Services

Rolodex Technologies may provide treasury management services to qualified institutional, commercial, governmental, and enterprise clients.

Treasury services may include:

(a) cash management;

(b) liquidity management;

(c) payment orchestration;

(d) foreign exchange management;

(e) treasury reporting;

(f) settlement optimization;

(g) digital asset treasury services;

(h) yield and reserve management solutions.

Section 26.02 Eligibility

Treasury management services may be made available solely to clients approved by Rolodex following completion of underwriting, due diligence, risk reviews, compliance reviews, and onboarding procedures.

Section 26.03 No Fiduciary Relationship

Unless expressly agreed in writing, Rolodex shall not act as:

(i) trustee;

(ii) fiduciary;

(iii) investment adviser;

(iv) asset manager;

(v) financial planner.

The client remains solely responsible for treasury decisions.

Section 26.04 Liquidity Management

Rolodex may facilitate liquidity management solutions through internal systems and third-party financial institutions.

Liquidity availability is not guaranteed.

Section 26.05 Treasury Instructions

Rolodex may rely upon instructions received from authorized users designated by the client.

The client bears sole responsibility for establishing internal authorization controls.

Section 26.06 Treasury Limits

Rolodex may establish:

(a) transaction limits;

(b) settlement limits;

(c) exposure limits;

(d) counterparty limits;

(e) concentration limits.

Section 26.07 Counterparty Risk

Clients acknowledge risks associated with:

(i) banking partners;

(ii) settlement institutions;

(iii) liquidity providers;

(iv) custodians;

(v) exchanges.

Section 26.08 Treasury Reporting

Treasury reporting information is provided for informational purposes only.

Rolodex does not guarantee accuracy, completeness, or timeliness.

Section 26.09 Treasury Risk Disclosure

Clients acknowledge risks including:

(a) market risk;

(b) liquidity risk;

(c) operational risk;

(d) settlement risk;

(e) technology risk;

(f) cybersecurity risk.

Section 26.10 Suspension Rights

Rolodex may suspend treasury services where necessary for risk management, regulatory compliance, cybersecurity protection, or operational integrity.

Section 26.11 Limitation of Responsibility

Treasury services are provided on a commercially reasonable efforts basis and are not guaranteed.

Section 26.12 Institutional Treasury Disclosure

Institutional treasury products may involve significant financial, operational, and regulatory risks.

Clients assume all such risks.

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ARTICLE XXVII

BUSINESS ACCOUNT SERVICES

Section 27.01 Business Accounts

Business account services may be made available to corporations, partnerships, limited liability companies, trusts, governmental entities, nonprofits, and other organizations.

Section 27.02 Authority of Representatives

The business customer represents and warrants that all authorized representatives possess authority to bind the organization.

Section 27.03 Corporate Documentation

Rolodex may require:

(a) articles of incorporation;

(b) operating agreements;

(c) partnership agreements;

(d) trust instruments;

(e) board resolutions;

(f) beneficial ownership disclosures.

Section 27.04 Enterprise Controls

Business customers shall establish and maintain appropriate internal controls relating to:

(i) access management;

(ii) approval workflows;

(iii) segregation of duties;

(iv) transaction monitoring.

Section 27.05 Authorized Users

Business customers remain fully responsible for actions taken by authorized users, administrators, employees, contractors, agents, and representatives.

Section 27.06 Delegation of Authority

The business customer may designate individuals with authority to initiate transactions.

Rolodex may rely upon such designations until revoked in writing.

Section 27.07 Multi-User Access

Rolodex may permit multi-user account access subject to security controls and role-based permissions.

Section 27.08 Organizational Changes

Business customers shall promptly notify Rolodex regarding:

(a) ownership changes;

(b) mergers;

(c) acquisitions;

(d) dissolution proceedings;

(e) bankruptcy filings.

Section 27.09 Audit Rights

Rolodex reserves the right to request documentation necessary to verify ongoing compliance and account eligibility.

Section 27.10 Enterprise Liability

Business customers remain fully responsible for all activity conducted through their accounts.

Section 27.11 Risk Management Authority

Rolodex may impose additional controls on enterprise accounts where risk factors warrant enhanced oversight.

Section 27.12 Survival

All obligations relating to business accounts shall survive termination to the extent necessary to protect Rolodex and its partners.

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ARTICLE XXVIII

API LICENSE AGREEMENT

Section 28.01 Grant of License

Subject to compliance with this Agreement, Rolodex grants a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access approved APIs.

Section 28.02 Ownership

All API technology, documentation, software, specifications, code, intellectual property, and related materials remain the exclusive property of Rolodex.

Section 28.03 Restrictions

Users shall not:

(a) reverse engineer APIs;

(b) decompile software;

(c) copy proprietary technology;

(d) bypass security controls;

(e) create competing services using proprietary information.

Section 28.04 Security Requirements

API users shall maintain industry-standard security measures.

Failure to maintain adequate security constitutes a material breach.

Section 28.05 Credentials

API credentials are confidential and shall not be disclosed to unauthorized parties.

Section 28.06 Usage Limits

Rolodex may establish:

(i) rate limits;

(ii) bandwidth limits;

(iii) request limits;

(iv) usage thresholds.

Section 28.07 Monitoring

The Company may monitor API activity for security, compliance, operational, and performance purposes.

Section 28.08 Suspension Rights

Rolodex may suspend API access immediately where:

(a) abuse occurs;

(b) security concerns arise;

(c) regulatory issues emerge;

(d) excessive usage is detected.

Section 28.09 API Modifications

Rolodex may modify APIs at any time.

Users remain responsible for maintaining compatibility.

Section 28.10 Data Usage Restrictions

API users shall not:

(a) scrape data;

(b) resell data;

(c) misuse customer information;

(d) violate privacy laws.

Section 28.11 Intellectual Property Protection

No rights are granted except those expressly stated herein.

Section 28.12 API Liability Disclaimer

APIs are provided on an “as available” basis without guarantees regarding uptime, performance, compatibility, or uninterrupted access.

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ARTICLE XXIX

FEES, CHARGES, COMMISSIONS, AND PRICING

Section 29.01 User Responsibility

The User agrees to pay all fees, charges, commissions, spreads, assessments, costs, and expenses associated with the Services.

Section 29.02 Categories of Fees

Fees may include:

(a) transaction fees;

(b) subscription fees;

(c) exchange fees;

(d) foreign exchange spreads;

(e) withdrawal fees;

(f) custody fees;

(g) processing fees;

(h) service fees.

Section 29.03 Pricing Authority

Rolodex reserves the right to establish, modify, increase, reduce, waive, or eliminate fees at any time.

Section 29.04 Fee Disclosure

Applicable fees shall be disclosed through fee schedules, platform interfaces, agreements, disclosures, or related documentation.

Section 29.05 Dynamic Pricing

Certain fees may vary based upon:

(i) transaction size;

(ii) market conditions;

(iii) asset type;

(iv) account type;

(v) risk profile.

Section 29.06 Third-Party Fees

Users acknowledge that third parties may impose fees beyond Rolodex's control.

Section 29.07 Collection Rights

Rolodex may collect unpaid fees through:

(a) account deductions;

(b) reserve funds;

(c) setoff rights;

(d) legal remedies.

Section 29.08 Negative Balances

Users remain liable for negative balances arising from fees, reversals, adjustments, or chargebacks.

Section 29.09 Pricing Errors

Rolodex reserves the right to correct pricing, fee, calculation, processing, or settlement errors.

Section 29.10 No Refund Obligation

Except where required by law, fees are non-refundable.

Section 29.11 Survival

Payment obligations survive termination of Services.

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ARTICLE XXX

TAX MATTERS

Section 30.01 User Responsibility

The User remains solely responsible for determining, reporting, and satisfying all tax obligations associated with use of the Services.

Section 30.02 No Tax Advice

Nothing contained within the Services shall constitute tax advice.

Users should consult qualified tax professionals.

Section 30.03 Reporting Obligations

Rolodex may collect information necessary to satisfy tax reporting obligations.

Section 30.04 Tax Documentation

Users may be required to provide:

(a) IRS Forms W-9;

(b) IRS Forms W-8;

(c) tax residency certifications;

(d) taxpayer identification numbers.

Section 30.05 Withholding Rights

Rolodex may withhold amounts where required by:

(i) tax laws;

(ii) governmental directives;

(iii) withholding obligations.

Section 30.06 Information Reporting

Rolodex may report information to:

(a) tax authorities;

(b) governmental agencies;

(c) regulatory bodies.

Section 30.07 International Tax Compliance

Users acknowledge that international tax obligations may arise from cross-border transactions, investments, digital asset activities, and remittances.

Section 30.08 FATCA Compliance

Users shall cooperate with requests necessary to satisfy obligations under the Foreign Account Tax Compliance Act (FATCA).

Section 30.09 CRS Compliance

Users shall cooperate with requests relating to the Common Reporting Standard (CRS) and similar international reporting frameworks.

Section 30.10 Audit Cooperation

Users agree to cooperate with reasonable requests relating to tax audits, investigations, reviews, and compliance obligations.

Section 30.11 Tax Indemnification

Users shall indemnify and hold harmless Rolodex from tax liabilities, penalties, assessments, interest, and costs arising from inaccurate tax information provided by the User.

Section 30.12 Survival

The provisions of this Article shall survive termination of the Agreement indefinitely to the extent necessary to satisfy tax, reporting, audit, withholding, and compliance obligations.

ARTICLE XXXI

CONSUMER PROTECTION DISCLOSURES

Section 31.01 Consumer Rights

Rolodex Technologies recognizes that certain Users may be entitled to protections under applicable federal, state, local, and international consumer protection laws.

Nothing contained in this Agreement shall be interpreted to limit or waive any non-waivable consumer rights.

Section 31.02 Regulatory Notices

Consumer financial products and services may be subject to oversight by governmental authorities, financial regulators, consumer protection agencies, and law enforcement bodies.

Users acknowledge that rights and obligations may vary by jurisdiction.

Section 31.03 Error Resolution Procedures

Users shall promptly notify Rolodex regarding:

(a) unauthorized transactions;

(b) account errors;

(c) transfer discrepancies;

(d) settlement errors.

Rolodex shall investigate reported matters in accordance with applicable law.

Section 31.04 Complaint Procedures

Users may submit complaints through designated support channels.

Rolodex shall endeavor to review complaints in a commercially reasonable manner.

Section 31.05 Consumer Disclosures

Additional disclosures may apply to specific products including:

(i) remittance services;

(ii) money transmission services;

(iii) securities products;

(iv) digital asset products;

(v) payment services.

Section 31.06 Disclosure Delivery

Users consent to receiving disclosures electronically.

Electronic disclosures shall satisfy legal requirements to the fullest extent permitted by law.

Section 31.07 Language of Disclosures

Official disclosures shall be maintained in English unless otherwise required by law.

Translations are provided for convenience only.

Section 31.08 Accessibility

Rolodex may provide accessibility accommodations where required by applicable law.

Section 31.09 Consumer Record Retention

Users are encouraged to retain records of transactions, disclosures, and communications.

Section 31.10 Regulatory Cooperation

Rolodex reserves the right to cooperate fully with consumer protection authorities and governmental agencies.

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ARTICLE XXXII

COMPREHENSIVE RISK DISCLOSURES

Section 32.01 General Risk Acknowledgement

The User acknowledges that all financial products, services, transactions, investments, digital assets, and financial activities involve substantial risk.

The User voluntarily assumes all risks associated with use of the Services.

Section 32.02 Market Risk

Market prices may fluctuate rapidly and unpredictably.

Financial losses may occur at any time.

Section 32.03 Liquidity Risk

Markets, exchanges, payment systems, counterparties, and financial institutions may become illiquid or unavailable.

Users may be unable to liquidate positions or access funds.

Section 32.04 Counterparty Risk

Counterparties may:

(a) become insolvent;

(b) fail to perform;

(c) breach contractual obligations;

(d) cease operations.

Section 32.05 Regulatory Risk

Governments and regulators may:

(i) prohibit activities;

(ii) restrict transactions;

(iii) impose reporting requirements;

(iv) alter legal treatment of assets.

Section 32.06 Technology Risk

Technology systems may experience:

(a) outages;

(b) software defects;

(c) coding errors;

(d) operational failures.

Section 32.07 Cybersecurity Risk

Cybersecurity threats may include:

(i) hacking;

(ii) phishing;

(iii) ransomware;

(iv) malware;

(v) social engineering attacks.

Section 32.08 Operational Risk

Human error, process failures, internal misconduct, vendor failures, and operational disruptions may adversely affect Services.

Section 32.09 Settlement Risk

Settlement failures may occur due to banking, clearing, payment, blockchain, or counterparty disruptions.

Section 32.10 Foreign Exchange Risk

Currency values may fluctuate significantly.

Cross-border transactions may expose Users to exchange-rate losses.

Section 32.11 Digital Asset Risk

Digital assets may:

(a) lose all value;

(b) become illiquid;

(c) be restricted by regulators;

(d) suffer technological failures.

Section 32.12 Stablecoin Risk

Stablecoins may experience:

(i) de-pegging;

(ii) reserve deficiencies;

(iii) redemption restrictions;

(iv) issuer insolvency.

Section 32.13 Securities Risk

Investments in securities may result in partial or total loss of invested capital.

Section 32.14 Interest Rate Risk

Changes in interest rates may adversely affect asset values, investments, borrowing costs, and treasury activities.

Section 32.15 Force Majeure Risk

Natural disasters, wars, cyberattacks, pandemics, governmental actions, and other extraordinary events may disrupt Services.

Section 32.16 Assumption of Risk

The User knowingly and voluntarily assumes all risks associated with use of the Services.

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ARTICLE XXXIII

PROHIBITED ACTIVITIES

Section 33.01 General Prohibition

Users shall not use the Services for any unlawful, fraudulent, deceptive, abusive, manipulative, or unauthorized purpose.

Section 33.02 Financial Crimes

Prohibited activities include:

(a) money laundering;

(b) terrorist financing;

(c) sanctions evasion;

(d) bribery;

(e) corruption.

Section 33.03 Fraudulent Activities

Users shall not engage in:

(i) identity theft;

(ii) account takeover;

(iii) payment fraud;

(iv) transaction fraud;

(v) chargeback abuse.

Section 33.04 Securities Violations

Users shall not engage in:

(a) insider trading;

(b) market manipulation;

(c) wash trading;

(d) spoofing;

(e) layering.

Section 33.05 Cybercrime

Users shall not:

(i) hack systems;

(ii) distribute malware;

(iii) exploit vulnerabilities;

(iv) interfere with platform operations.

Section 33.06 Circumvention

Users shall not attempt to circumvent:

(a) compliance controls;

(b) transaction limits;

(c) sanctions screening;

(d) security controls.

Section 33.07 Misrepresentation

Users shall not provide false, misleading, incomplete, or fraudulent information.

Section 33.08 Unauthorized Commercial Use

Users shall not exploit the Services for unauthorized commercial activities.

Section 33.09 High-Risk Activities

Rolodex may prohibit activities associated with elevated legal, financial, compliance, or reputational risk.

Section 33.10 Enforcement Rights

Violation of this Article may result in immediate suspension, termination, reporting to authorities, asset restrictions, legal action, and enforcement proceedings.

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ARTICLE XXXIV

FRAUD PREVENTION AND SECURITY CONTROLS

Section 34.01 Risk Management Program

Rolodex shall maintain risk management, fraud prevention, cybersecurity, and security control frameworks designed to protect Users, the Company, and the financial system.

Section 34.02 Monitoring Authority

Rolodex may monitor:

(a) account activity;

(b) transaction activity;

(c) device activity;

(d) network activity.

Section 34.03 Artificial Intelligence Controls

Rolodex may utilize:

(i) artificial intelligence systems;

(ii) machine learning systems;

(iii) predictive analytics;

(iv) behavioral monitoring.

Section 34.04 Device Verification

Users may be required to verify devices used to access Services.

Section 34.05 Authentication Requirements

The Company may require:

(a) passwords;

(b) multi-factor authentication;

(c) biometric verification;

(d) additional security controls.

Section 34.06 Suspicious Activity Detection

Rolodex may investigate activity reasonably believed to involve fraud, abuse, criminal conduct, or cybersecurity threats.

Section 34.07 Security Reviews

Periodic security reviews may be conducted without notice.

Section 34.08 Information Sharing

Rolodex may share information relating to fraud prevention and security with:

(i) regulators;

(ii) law enforcement agencies;

(iii) financial institutions;

(iv) fraud prevention organizations.

Section 34.09 User Security Obligations

Users shall:

(a) safeguard credentials;

(b) secure devices;

(c) maintain updated software;

(d) report suspicious activity promptly.

Section 34.10 Emergency Actions

Rolodex may immediately suspend access, block transactions, freeze assets, or restrict activity where necessary to protect Users or the integrity of the Services.

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ARTICLE XXXV

RIGHTS TO FREEZE, BLOCK, RESTRICT, DELAY, OR REVERSE TRANSACTIONS

Section 35.01 Reservation of Rights

Rolodex reserves the unrestricted right to freeze, block, restrict, delay, reverse, reject, suspend, cancel, or otherwise intervene in transactions where deemed necessary.

Section 35.02 Compliance-Based Actions

Actions may be taken to satisfy:

(a) legal obligations;

(b) regulatory requirements;

(c) sanctions programs;

(d) anti-money laundering obligations.

Section 35.03 Fraud Prevention Actions

The Company may take protective actions where fraud is suspected.

Section 35.04 Cybersecurity Actions

Protective actions may be implemented in response to:

(i) unauthorized access;

(ii) credential compromise;

(iii) malware attacks;

(iv) cybersecurity incidents.

Section 35.05 Risk Management Actions

Rolodex may act to mitigate:

(a) financial risk;

(b) operational risk;

(c) legal risk;

(d) reputational risk.

Section 35.06 Transaction Reviews

Transactions may be delayed pending:

(i) compliance reviews;

(ii) regulatory reviews;

(iii) fraud investigations;

(iv) security reviews.

Section 35.07 Account Freezes

Rolodex may freeze assets or accounts during investigations or compliance reviews.

Section 35.08 Reversals

Where legally permissible, Rolodex may reverse, unwind, or cancel transactions.

Section 35.09 No Prior Notice Requirement

Rolodex may take actions described in this Article without prior notice where deemed necessary.

Section 35.10 No Liability

Rolodex shall not be liable for losses arising from actions taken in good faith pursuant to legal, regulatory, compliance, fraud prevention, cybersecurity, operational, or risk management obligations.

Section 35.11 Cooperation Obligations

Users shall cooperate fully with all reviews, investigations, audits, and requests for information.

Section 35.12 Survival

The rights and protections contained in this Article shall survive termination of the Agreement indefinitely.

ARTICLE XXXVI

INTELLECTUAL PROPERTY RIGHTS

Section 36.01 Ownership of Intellectual Property

All right, title, and interest in and to the Services, including all software, source code, object code, applications, interfaces, databases, algorithms, artificial intelligence systems, models, designs, trademarks, service marks, trade names, logos, trade dress, copyrights, patents, inventions, trade secrets, proprietary information, documentation, reports, content, graphics, audio, video, text, and other intellectual property, whether registered or unregistered, shall remain the sole and exclusive property of Rolodex Technologies and its licensors.

Section 36.02 Reservation of Rights

Except for the limited rights expressly granted under this Agreement, no right, title, license, or interest shall be granted to any User by implication, estoppel, or otherwise.

Rolodex expressly reserves all rights not expressly granted herein.

Section 36.03 Limited License

Subject to compliance with this Agreement, Rolodex grants Users a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services solely for authorized purposes.

Section 36.04 Restrictions

Users shall not:

(a) reverse engineer;

(b) decompile;

(c) disassemble;

(d) copy;

(e) reproduce;

(f) modify;

(g) create derivative works;

(h) exploit proprietary technology.

without the prior written consent of Rolodex.

Section 36.05 Trademark Protection

All trademarks, service marks, logos, trade names, and branding elements associated with Rolodex shall remain the exclusive property of Rolodex.

Unauthorized use is strictly prohibited.

Section 36.06 User Content License

To the extent Users submit content through the Services, Users grant Rolodex a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, reproduce, display, modify,

distribute, and process such content for purposes of operating, maintaining, improving, securing, and providing the Services.

Section 36.07 Feedback License

Any suggestions, comments, recommendations, ideas, or feedback submitted by Users may be used by Rolodex without restriction or compensation.

Section 36.08 Intellectual Property Enforcement

Rolodex reserves the right to pursue all available legal and equitable remedies against any infringement, misappropriation, misuse, or unauthorized exploitation of its intellectual property.

Section 36.09 Injunctive Relief

Users acknowledge that unauthorized use of intellectual property may cause irreparable harm for which monetary damages may be inadequate.

Rolodex shall be entitled to injunctive relief without the requirement to post bond.

Section 36.10 Survival

The provisions of this Article shall survive termination of this Agreement indefinitely.

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ARTICLE XXXVII

DATA PRIVACY AND INFORMATION SECURITY

Section 37.01 Collection of Information

Rolodex may collect, receive, generate, infer, process, store, transmit, and disclose information necessary to provide Services, comply with legal obligations, prevent fraud, maintain security, and conduct business operations.

Section 37.02 Categories of Information

Information collected may include:

(a) identity information;

(b) contact information;

(c) financial information;

(d) transaction information;

(e) device information;

(f) geolocation information where permitted by law;

(g) compliance-related information.

Section 37.03 Consent to Processing

The User expressly consents to the collection, processing, storage, transmission, analysis, and disclosure of information as contemplated by this Agreement and applicable privacy notices.

Section 37.04 Cross-Border Transfers

Information may be transferred across jurisdictions and international borders.

Users acknowledge that privacy protections may differ between jurisdictions.

Section 37.05 Information Sharing

Rolodex may share information with:

(i) affiliates;

(ii) banking partners;

(iii) regulators;

(iv) law enforcement agencies;

(v) service providers;

(vi) compliance vendors;

(vii) fraud prevention organizations.

Section 37.06 Security Program

Rolodex shall maintain administrative, technical, physical, organizational, and cybersecurity safeguards designed to protect information against unauthorized access, disclosure, alteration, destruction, or misuse.

Section 37.07 Cybersecurity Governance

Rolodex may implement cybersecurity controls including:

(a) encryption;

(b) access controls;

(c) monitoring systems;

(d) threat detection systems;

(e) vulnerability management procedures;

(f) incident response programs.

Section 37.08 Data Retention

Information may be retained for periods determined by:

(i) legal requirements;

(ii) regulatory obligations;

(iii) litigation holds;

(iv) operational needs.

Section 37.09 Breach Response

Rolodex may investigate, mitigate, respond to, and report security incidents as required by applicable law.

Section 37.10 User Responsibilities

Users shall take reasonable measures to protect account credentials, devices, systems, and information.

Section 37.11 No Absolute Security Guarantee

The User acknowledges that no information system, network, technology platform, or cybersecurity program can guarantee absolute security.

Section 37.12 Regulatory Compliance

Privacy and security obligations shall be interpreted consistently with applicable privacy, cybersecurity, consumer protection, financial services, and data protection laws.

Section 37.13 Data Subject Requests

Where required by applicable law, Users may exercise rights relating to access, correction, deletion, portability, or restriction of certain personal information.

Section 37.14 Artificial Intelligence Processing

Information may be processed using automated systems, machine learning technologies, artificial intelligence systems, and analytical tools for security, compliance, fraud prevention, and service enhancement purposes.

Section 37.15 Survival

This Article shall survive termination of the Agreement.

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ARTICLE XXXVIII

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

Section 38.01 Consent to Electronic Communications

The User consents to receive all communications electronically.

Such communications may include:

(a) disclosures;

(b) agreements;

(c) statements;

(d) notices;

(e) confirmations;

(f) regulatory communications.

Section 38.02 Legal Effect

Electronic communications shall have the same legal force and effect as written paper communications.

Section 38.03 Electronic Signatures

Electronic signatures, electronic acknowledgements, digital consents, and electronic acceptance mechanisms shall be legally binding.

Section 38.04 Delivery Methods

Communications may be delivered through:

(i) websites;

(ii) mobile applications;

(iii) email;

(iv) account notifications;

(v) APIs;

(vi) other electronic means.

Section 38.05 User Responsibility

Users shall maintain current contact information and monitor designated communication channels.

Section 38.06 Notice Effectiveness

Communications shall be deemed received upon transmission or posting unless otherwise required by law.

Section 38.07 Record Retention

Users are responsible for retaining copies of electronic communications.

Section 38.08 Withdrawal of Consent

Users may withdraw electronic communication consent where permitted by law; however, withdrawal may result in restriction or termination of certain Services.

Section 38.09 Electronic Records

Electronic records maintained by Rolodex shall constitute business records and may be admissible in legal proceedings to the fullest extent permitted by law.

Section 38.10 Survival

This Article shall survive termination of the Agreement.

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ARTICLE XXXIX

THIRD-PARTY SERVICE PROVIDERS

Section 39.01 Use of Third Parties

Rolodex may engage third-party providers to assist in providing, operating, securing, maintaining, supporting, and enhancing the Services.

Section 39.02 Categories of Providers

Providers may include:

(a) banking institutions;

(b) custodians;

(c) broker-dealers;

(d) payment processors;

(e) cloud service providers;

(f) cybersecurity vendors;

(g) compliance vendors;

(h) analytics providers.

Section 39.03 Delegation Authority

Rolodex may delegate operational functions to qualified third parties without obtaining additional User consent.

Section 39.04 Third-Party Terms

Certain Services may be subject to additional terms imposed by third-party providers.

Users agree to comply with applicable third-party requirements.

Section 39.05 Vendor Management

Rolodex may conduct vendor due diligence, risk assessments, monitoring, audits, and oversight activities.

Section 39.06 Third-Party Availability

Rolodex does not guarantee the continuous availability, performance, solvency, or operation of third-party providers.

Section 39.07 Service Interruptions

Service interruptions may occur due to third-party failures, outages, maintenance, cybersecurity incidents, regulatory actions, or operational disruptions.

Section 39.08 Third-Party Information Sharing

Users authorize Rolodex to share information with providers as necessary to provide Services and comply with legal obligations.

Section 39.09 No Agency Relationship

Third-party providers shall not be deemed agents of the User.

Section 39.10 Limitation of Liability

Rolodex shall not be responsible for losses arising from actions, omissions, failures, insolvencies, or misconduct of independent third-party providers beyond Rolodex's reasonable control.

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ARTICLE XL

REGULATORY COMPLIANCE

Section 40.01 Compliance Framework

Rolodex shall maintain compliance programs reasonably designed to satisfy applicable legal and regulatory requirements.

Section 40.02 User Compliance Obligations

Users shall comply with all applicable:

(a) laws;

(b) regulations;

(c) governmental directives;

(d) court orders;

(e) sanctions programs.

Section 40.03 Licensing Requirements

Certain Services may be subject to licensing, registration, authorization, exemption, or regulatory approval requirements.

Availability may vary by jurisdiction.

Section 40.04 Regulatory Examinations

Rolodex may cooperate with examinations, audits, inspections, inquiries, and investigations conducted by governmental authorities.

Section 40.05 Regulatory Reporting

Rolodex may submit reports, filings, disclosures, notifications, and other information required by law.

Section 40.06 Sanctions Compliance

Users shall not engage in activities prohibited by sanctions programs administered by applicable governmental authorities.

Section 40.07 Anti-Money Laundering Compliance

Users shall cooperate with anti-money laundering, counter-terrorist financing, customer identification, and due diligence requirements.

Section 40.08 Regulatory Information Requests

Rolodex may require Users to provide information, documentation, certifications, attestations, or explanations to satisfy compliance obligations.

Section 40.09 Examination and Audit Rights

Rolodex may review account activity, transaction records, communications, and supporting documentation to assess compliance with applicable laws and this Agreement.

Section 40.10 Governmental Cooperation

Rolodex may cooperate with:

(i) regulators;

(ii) law enforcement agencies;

(iii) courts;

(iv) governmental authorities;

(v) self-regulatory organizations.

Section 40.11 Compliance Actions

Rolodex may suspend, restrict, delay, reject, freeze, block, terminate, or otherwise limit Services where necessary to satisfy legal, regulatory, compliance, security, or risk management obligations.

Section 40.12 No Liability for Compliance Actions

Rolodex shall not be liable for losses resulting from actions taken in good faith to comply with legal, regulatory, compliance, supervisory, or governmental requirements.

Section 40.13 Continuing Obligations

Compliance obligations shall continue throughout the duration of the User relationship and thereafter to the extent required by law.

Section 40.14 Regulatory Change

Rolodex may modify Services, policies, procedures, products, pricing, or operational practices to respond to legal or regulatory developments.

Section 40.15 Survival

The provisions of this Article shall survive termination of the Agreement indefinitely to the extent necessary to satisfy legal, regulatory, audit, reporting, investigation, and compliance obligations.

ARTICLE XLI

ACCOUNT SUSPENSION, RESTRICTION, AND TERMINATION

Section 41.01 Right to Suspend

Rolodex Technologies reserves the absolute and unrestricted right, at any time and without prior notice where permitted by law, to suspend any Account, Service, transaction, feature, functionality, access credential, or User relationship.

Section 41.02 Grounds for Suspension

Suspension may occur where Rolodex reasonably determines that:

(a) fraud is suspected;

(b) unauthorized activity is detected;

(c) compliance concerns exist;

(d) sanctions concerns arise;

(e) cybersecurity risks are identified;

(f) legal obligations require action;

(g) operational risks are present.

Section 41.03 Restriction of Services

Rolodex may impose restrictions including:

(i) transaction limits;

(ii) withdrawal limits;

(iii) trading restrictions;

(iv) wallet restrictions;

(v) account holds.

Section 41.04 Termination by Rolodex

Rolodex may terminate any Account or Service relationship at any time for any lawful reason.

Section 41.05 Termination by User

The User may request closure of an Account subject to:

(a) satisfaction of outstanding obligations;

(b) completion of compliance reviews;

(c) settlement of pending transactions.

Section 41.06 Effect of Termination

Termination shall not affect:

(i) accrued obligations;

(ii) liabilities;

(iii) indemnification obligations;

(iv) dispute resolution provisions.

Section 41.07 Post-Termination Cooperation

Users shall cooperate with reasonable post-termination requests relating to audits, investigations, compliance matters, and legal obligations.

Section 41.08 Preservation of Rights

All rights, remedies, defenses, and protections available to Rolodex shall survive suspension, restriction, or termination.

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ARTICLE XLII

DISCLAIMERS

Section 42.01 General Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS.

Section 42.02 No Warranty

ROLODEX EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

Section 42.03 Specific Disclaimers

WITHOUT LIMITATION, ROLODEX DISCLAIMS WARRANTIES OF:

(a) MERCHANTABILITY;

(b) FITNESS FOR A PARTICULAR PURPOSE;

(c) TITLE;

(d) NON-INFRINGEMENT;

(e) ACCURACY;

(f) RELIABILITY;

(g) AVAILABILITY.

Section 42.04 Service Availability

Rolodex does not guarantee uninterrupted, continuous, secure, error-free, or defect-free operation of any Service.

Section 42.05 Third-Party Services

Rolodex disclaims responsibility for products, services, systems, networks, content, actions, or omissions of third parties.

Section 42.06 Financial Outcomes

Rolodex makes no guarantee regarding:

(i) profits;

(ii) returns;

(iii) investment performance;

(iv) financial outcomes.

Section 42.07 Regulatory Changes

Rolodex shall not be responsible for losses resulting from changes in laws, regulations, governmental policies, or regulatory interpretations.

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ARTICLE XLIII

LIMITATION OF LIABILITY

Section 43.01 Maximum Extent Permitted

To the fullest extent permitted by applicable law, the limitations set forth herein shall apply to all claims arising from or relating to the Services.

Section 43.02 Excluded Damages

UNDER NO CIRCUMSTANCES SHALL ROLODEX BE LIABLE FOR:

(a) indirect damages;

(b) consequential damages;

(c) incidental damages;

(d) punitive damages;

(e) exemplary damages;

(f) special damages.

Section 43.03 Business Losses

Rolodex shall not be liable for:

(i) lost profits;

(ii) lost revenue;

(iii) lost business opportunities;

(iv) loss of goodwill;

(v) business interruption.

Section 43.04 Financial Losses

Rolodex shall not be liable for:

(a) market losses;

(b) trading losses;

(c) digital asset losses;

(d) foreign exchange losses;

(e) investment losses.

Section 43.05 Technology Losses

Rolodex shall not be liable for losses arising from:

(i) software failures;

(ii) cybersecurity incidents;

(iii) network disruptions;

(iv) blockchain events.

Section 43.06 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF ROLODEX SHALL NOT EXCEED THE GREATER OF:

(A) ONE HUNDRED UNITED STATES DOLLARS (US $100.00); OR

(B) THE TOTAL FEES ACTUALLY PAID BY THE USER TO ROLODEX DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 43.07 Exclusive Remedies

The remedies set forth herein shall constitute the exclusive remedies available to the User.

Section 43.08 Essential Basis

The parties acknowledge that these limitations form an essential basis of the bargain reflected in this Agreement.

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ARTICLE XLIV

INDEMNIFICATION

Section 44.01 Indemnification Obligation

The User shall defend, indemnify, and hold harmless Rolodex Technologies and its affiliates, subsidiaries, officers, directors, employees, agents, licensors, service providers, banking partners, custodians, broker-dealers, successors, and assigns from and against any and all claims, losses, damages, liabilities, penalties, fines, judgments, costs, and expenses.

Section 44.02 Covered Matters

Indemnification shall apply to claims arising from:

(a) violation of this Agreement;

(b) violation of law;

(c) fraud;

(d) negligence;

(e) misconduct;

(f) misuse of Services.

Section 44.03 Third-Party Claims

Users shall indemnify Rolodex against third-party claims relating to User conduct, activities, transactions, or content.

Section 44.04 Legal Expenses

Indemnification shall include attorneys' fees, expert fees, court costs, investigation costs, and settlement expenses.

Section 44.05 Defense Rights

Rolodex reserves the right to assume exclusive control of the defense of any claim subject to indemnification.

Section 44.06 Survival

The obligations set forth herein shall survive termination indefinitely.

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ARTICLE XLV

FORCE MAJEURE

Section 45.01 Force Majeure Events

Rolodex shall not be liable for delays, interruptions, failures, or inability to perform resulting from Force Majeure Events.

Section 45.02 Covered Events

Force Majeure Events include:

(a) acts of God;

(b) natural disasters;

(c) pandemics;

(d) epidemics;

(e) war;

(f) terrorism;

(g) civil unrest;

(h) governmental actions;

(i) cyberattacks;

(j) infrastructure failures.

Section 45.03 Financial System Events

Force Majeure Events shall also include:

(i) banking failures;

(ii) payment network failures;

(iii) exchange failures;

(iv) blockchain disruptions.

Section 45.04 Suspension of Obligations

Affected obligations may be suspended during the Force Majeure Event.

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ARTICLE XLVI

BINDING ARBITRATION AGREEMENT

Section 46.01 Agreement to Arbitrate

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION.

Section 46.02 Governing Arbitration Rules

Arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules.

Section 46.03 Seat of Arbitration

The seat and venue of arbitration shall be Richmond, Virginia, unless otherwise required by law.

Section 46.04 Arbitrator Authority

The arbitrator shall possess exclusive authority to resolve disputes concerning:

(a) interpretation;

(b) applicability;

(c) enforceability;

(d) formation of this Agreement.

Section 46.05 Confidentiality

Arbitration proceedings shall remain confidential except where disclosure is required by law.

Section 46.06 Costs

Costs shall be allocated by the arbitrator in accordance with applicable law and AAA rules.

Section 46.07 Jury Trial Waiver

THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL.

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ARTICLE XLVII

CLASS ACTION WAIVER

Section 47.01 Individual Proceedings Only

All disputes shall be brought solely on an individual basis.

Section 47.02 Waiver of Class Actions

THE USER WAIVES ANY RIGHT TO PARTICIPATE IN:

(a) class actions;

(b) collective actions;

(c) representative actions;

(d) mass arbitrations.

Section 47.03 Severability

If any portion of this Article is deemed unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

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ARTICLE XLVIII

GOVERNING LAW

Section 48.01 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict-of-law principles.

Section 48.02 Federal Law

Applicable federal laws of the United States shall govern where required.

Section 48.03 International Application

Users located outside the United States acknowledge that access to the Services remains subject to applicable United States laws and regulations.

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ARTICLE XLIX

SEVERABILITY

Section 49.01 Severability

If any provision of this Agreement is determined to be invalid, illegal, unenforceable, or void, such provision shall be modified to the minimum extent necessary to render it enforceable.

Section 49.02 Remaining Provisions

All remaining provisions shall remain valid, binding, and enforceable.

Section 49.03 Maximum Enforceability

The parties intend that this Agreement be enforced to the maximum extent permitted by applicable law.

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ARTICLE L

ENTIRE AGREEMENT

Section 50.01 Entire Agreement

This Agreement constitutes the complete, final, and exclusive agreement between the User and Rolodex Technologies concerning the Services.

Section 50.02 Integration Clause

This Agreement supersedes all prior agreements, communications, negotiations, representations, proposals, and understandings, whether written or oral.

Section 50.03 Amendments

Rolodex may amend this Agreement from time to time.

Continued use of the Services shall constitute acceptance of such amendments.

Section 50.04 Assignment

Rolodex may assign, transfer, delegate, or otherwise dispose of its rights and obligations without restriction.

Users may not assign rights or obligations without prior written consent.

Section 50.05 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 50.06 Waiver

Failure by Rolodex to enforce any provision shall not constitute a waiver of any right or remedy.

Section 50.07 Survival

The following provisions shall survive termination indefinitely:

(a) indemnification obligations;

(b) limitation of liability provisions;

(c) intellectual property protections;

(d) compliance obligations;

(e) dispute resolution provisions;

(f) confidentiality obligations;

(g) tax obligations.

Section 50.08 Contact Information

ROLODEX TECHNOLOGIES

14321 Winter Breeze Drive

Suite 323

Midlothian, Virginia 23113

United States

Legal Department

Section 50.09 User Acknowledgement

BY ACCESSING OR USING THE SERVICES, THE USER ACKNOWLEDGES THAT THE USER HAS READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

Section 50.10 Effective Date

This Agreement shall become effective immediately upon acceptance by the User and shall remain in effect until terminated in accordance with its terms.

ROLODEX TECHNOLOGIES, LLC.