



## Account User Agreement

This Ozfund Account User Agreement (this “Agreement” ) is a contract between you ( “you” or a “User” ) and Ozfund Internet Financial, LLC ( “Ozfund ,” “we,” or “us” ) that applies to your use of a Ozfund account with Ozfund (your “Ozfund Account” ). Ozfund may offer from certain services as described herein (the “Services” ) on the Ozfund Account platform (the “Platform” ). The Ozcoin/TOTO Terms, and Bridged Ozcoin/TOTO Terms which are described more fully below, apply to your US Dollar Coin ( “Ozcoin/TOTO” ), Bridged Ozcoin/TOTO and your Ozfund Account, as applicable. From and after the date set forth above, this Agreement shall govern your use of any Ozfund Account.

For the avoidance of doubt, your access to the Services is contingent on your maintenance of a Ozfund Account and access to the Platform.

Official Website:ozbet.one

By registering for a Ozfund Account or using any of the Services, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement as well as the Ozfund Privacy Policy, Cookie Policy, and E-Sign Consent Policy, and you acknowledge and agree that you will be bound by these agreements and policies.

Note that this Agreement uses the term “Digital Currency” to refer to Ozcoin, Bridged Ozcoin, TOTO, or any other digital currencies, cryptocurrencies, virtual currencies, or digital assets. A list of Digital Currencies that our Services support (each, a “Supported Digital Currencies” ) is available here. For the avoidance of doubt, where used herein, the term “funds” includes Digital Currency.

Not all Supported Digital Currencies are available for use in, or are compatible with, all of our Services.

You must carefully consider the terms related to Supported Digital Currencies herein (including, without limitation, Sections 2 and 12, before attempting to deposit, hold, transact in, or send a Digital Currency using the Platform).

Please note that Section 26 contains an arbitration clause and class action waiver. By agreeing this this Agreement, you agree to resolve all disputes, except as otherwise set forth in Section 26, through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action.

Section 27 of this Agreement governs how this Agreement may be changed over time; the date of the last update is set forth at the top of this Agreement.

# 1. Eligibility; Limitations; Registration Process; Identity Verification

OZC (short for Ozcoin) is a chip issued in the Oz ecosystem. Anchored to multiple USD stablecoins, OZC can be used for various service including betting and gambling on Ozbet, as well as purchasing merchandise in Oz shopping applications. Ozcoin is required for users to upgrade the Oz membership and enjoy a variety of benefits. OZC can also be staked to mine TOTO. The USD stablecoins can be redeemed with OZC on both ozfund and ozbet website at any time.

## (1) Eligibility; Limitations;

The Ozfund Account and Services are currently only available to institutions located in supported jurisdictions. For a complete list of currently supported jurisdictions, please see [here](#).

In registering to use the Ozfund Account and Services on behalf of an entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf, and (iii) such organization (and any affiliate entity) must not have been previously suspended or removed from the Services or any other service or product offered by Ozfund or its affiliate entities.

Use of certain Services may have further eligibility requirements that will need to be verified prior to you using such Services or from time to time in order to continue your use of the Services and may be subject to additional terms and conditions.

**By accessing or using the Ozfund Account and Services, you further represent and warrant that:**

- a) you are at least 18 years old and are not a Restricted Person, nor are you resident of a Restricted Territory (each as defined in Section 35 below).
- b) you will not be using the Ozfund Account and Services for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities or any prohibited market practices, including, but not limited to, those listed under Section 20.

You also understand that there are additional representations and warranties made by you elsewhere in (or by reference in) this Agreement and that any misrepresentation by you is a violation of this Agreement.

When you set up a Ozfund Account, you will be required to designate an administrator for your account. Ozfund may, in its discretion, grant access to your Ozfund Account and some or all of the Services to other persons at your firm (e.g. your employees) (such persons, “Additional Users” ). Such access is subject to Ozfund ’ s review and approval, and such Additional Users’ agreement to all of the terms hereof. To the extent that you choose to have Additional Users have access to the Ozfund Account, you will have to designate those Additional Users and manage their access to your account. By you requesting such access, you and all Additional Users automatically agree to this Agreement.

If Ozfund determines that you or any of your Additional Users have violated this Agreement, including, but not limited to, transacting with Blocked Addresses (as defined in Section 19) or engaging in Restricted Activities or Prohibited Transactions then Ozfund may be forced to terminate your Ozfund Account.

Notwithstanding the foregoing, Ozfund may determine not to make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location. We may also, without liability to you or any third party, refuse to let you register for a Ozfund Account in Ozfund ’ s sole discretion.

## **(2) Registration Process; Identity Verification**

When registering your Ozfund Account, you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name and the legal name of your organization. You also agree to provide us, when registering a Ozfund Account and on an ongoing basis, any additional information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. You permit us to keep a record of such information and authorize us to make the inquiries, whether directly or through third parties, that we consider necessary or desirable to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you understand, acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

In certain circumstances, we may require you to submit additional information about yourself or your business, provide records, and complete other verification steps (such process, "Enhanced Due Diligence").

You represent and warrant that all information provided to us pursuant to this Agreement is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible.

From time to time we may be required to request further information or review or update existing information regarding your account or your transactions to comply with applicable laws and regulation, and in some cases, payment network or ACH rules. Failure to provide such information, if requested by Ozfund , in a timely fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Ozfund Account.

We reserve the right to maintain your account registration information after you terminate your Ozfund Account for business and regulatory compliance purposes, subject to applicable laws and regulation.

## **2. Services**

Ozfund offers the following Services in connection with your Ozfund Account:

### **(1) Ozcoin/TOTO-related Services**

Ozfund provides Ozcoin/TOTO-related services, which are described more fully in Section 11 and in the Ozcoin/TOTO Terms. The Ozcoin/TOTO Terms are incorporated herein by reference.

### **(2) Bridged Ozcoin/TOTO-related Services**

Ozfund provides Bridged Ozcoin/TOTO-related services, which are described more fully in Section 11 and in the Bridged Ozcoin/TOTO Terms. The Bridged Ozcoin/TOTO Terms are incorporated herein by reference.

### **(3) Wallet Services**

Ozfund provides access to hosted Digital Currency wallet(s) ( “Hosted Wallet” ). Your Hosted Wallet allows you to store, track, transfer, and manage your balances of Supported Digital Currencies. We store Supported Digital Currency private keys, which are used to process transactions, using industry standard security procedures and controls in a combination of online and offline storage. Based on our use of our security controls, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate certain transactions in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transactions.

You own the Digital Currencies held in your Hosted Wallet. For so long as you custody your Digital Currencies in a Hosted Wallet with Ozfund , Ozfund maintains control over the private keys associated with the blockchain addresses holding your Digital Currency. While you may generally withdraw your Digital Currency by sending it to an external blockchain address at any time, your ability to do so is subject to outages and downtime of the Ozfund website and Ozfund ’ s policies.

When using the Platform, you will have access to information regarding your balances, type and amount of Supported Digital Currencies in your Hosted Wallet, individual transactions and fees.

## **(4) Digital Currency Transfers**

When you or a third party sends Digital Currency to a Hosted Wallet from an external wallet not hosted on Ozfund ( “Inbound Transfers” ), the person initiating the transfer is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miners’ fees in order for the transaction to be successful. Failure to pay such fees may cause an Inbound Transfer to remain in a pending state outside of Ozfund ’ s control and we are not responsible for delays or losses incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions.

By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Currency which conforms to the particular Hosted Wallet into which funds are directed. For example, if you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other Digital Currency. Ozfund incurs no obligation whatsoever with regard to unsupported Digital Currency sent to a Ozfund Account or incompatible Hosted Wallet. Erroneously transmitted funds will be lost.

You agree, represent, and warrant that all Inbound Transfers are not the direct or indirect proceeds of any criminal or fraudulent activity. We reserve the right to investigate the source of any funds in your account and determine, in our sole discretion, how to handle their disposition. Following our review of any funds in question and the circumstances by which you received them, we may determine that you are not the owner of such funds. If such a determination is made, we reserve the right to dispose of these funds in accordance with applicable laws and regulations and in our sole discretion, which may include, but is not limited to, returning them to the destination of their origin.

When you send Digital Currency from your Hosted Wallet to an external wallet ( “Outbound Transfers” and together with Inbound Transfers, “Digital Currency Transfers” ), such transfers are executed at your instruction by Ozfund . You should verify all transaction information prior to submitting instructions to us. Ozfund shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. We do not guarantee the identity or value received by a recipient of an Outbound Transfer.

Digital Currency Transfers cannot be reversed once they have been broadcast to the relevant blockchain, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Ozfund does not control any blockchain or Digital Currency network and makes no guarantees that a Digital Currency Transfer will be

confirmed by a Digital Currency network. Ozfund may refuse to process or cancel any pending Outbound Transfers as required by law or any court or other authority to which Ozfund is subject in any jurisdiction. Additionally, Ozfund may require you to wait some amount of time after completion of a Digital Currency Transfer before permitting you to use further Services and/or before permitting you to engage in transactions beyond certain volume limits.

## **(5) Treasury Services**

Ozfund (or its affiliates) may also offer treasury services “Treasury Services” under which qualifying Users can apply for certain yield services or products. If you are eligible to participate in the Treasury Services, such products may be offered to you pursuant to the terms of a separate agreement unless otherwise specified. For the avoidance of doubt, such terms will not be set forth in this Agreement. Bridged Ozcoin/TOTO on all Supported L2 Networks may not be available for use in all Treasury Services.

## **(6) Payment Processing Services**

Ozfund may offer various payment processing services to Users. These services may include credit and debit card processing services to Users. Additional terms and conditions apply to such services.

## **3. Custody**

Ozfund holds all Supported Digital Currencies in your Hosted Wallet for your benefit, as described in further detail below. We maintain a money transmission license (or the statutory equivalent) in various U.S. states and territories, as well as a virtual currency license in the State of New York, and are therefore subject to the requirements of such statutes. We are not a trust company nor do we maintain a trust company charter in any U.S. state or territory. Accordingly, any regulated services we provide to Users located in the United States are characterized as money transmission and/or virtual currency business activity, and not as trust services. Additionally, for the avoidance of doubt, Ozfund is not a fiduciary, and Ozfund does not provide any trust or fiduciary services to any User in the course of such User visiting, accessing, or using the Ozfund website or services.

Any reference to custody services in this Agreement or elsewhere on this site refers only to our custody of digital assets on a User’s behalf pursuant to the authority granted under our money transmission and/or virtual currency licenses. Ozfund is not a Qualified Custodian pursuant to 17 C.F.R. § 275.206(4)-2.

Additional terms for Users located in Nevada: Ozfund holds your digital assets pursuant to its authority as a licensed money transmitter in the State of Nevada. Ozfund is not a “digital custodian” as such term is defined by the Nevada Financial Institutions Division.



## 4. Asset Ownership

The title to all of your Supported Digital Currency will remain with you at all times. As the beneficial owner of Supported Digital Currency in your Hosted Wallet, you shall solely bear the risk of loss of such Supported Digital Currency. Ozfund has no liability for any Digital Currency fluctuations in value. Except as may be otherwise agreed in writing between you and Ozfund, none of the Supported Digital Currencies in your Hosted Wallet are the property of, or shall or may be loaned to, Ozfund. Except as required by a facially valid court order, or except as provided for herein, Ozfund will not sell, transfer, loan, or otherwise alienate Supported Digital Currency in your Hosted Wallet unless specifically instructed by you in accordance with the terms of this Agreement.

Notwithstanding the above, in the event of a Ozfund bankruptcy we make no representations or warranties as to whether all Supported Digital Currencies held in your Hosted Wallet will be successfully returned to you.

## 5. No Investment Advice

Ozfund does not provide investment, tax, or legal advice, nor does Ozfund broker trades on your behalf. You should consult your legal or tax professional regarding your specific situation. Ozfund may provide educational information about Supported Digital Currency, as well as other Digital Currency not supported by Ozfund. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such.

## 6. Privacy

We are committed to protecting your personal information and helping you understand exactly how your personal information is being used. You should carefully read the Ozfund Privacy Policy as it provides details on how your personal information is collected, stored, protected, and used.

## 7. Communications

By entering into this Agreement, you agree to receive electronic communications and notifications in accordance with our E-Sign Consent Policy.

This Agreement is provided to you and communicated in English. We will also communicate with you in English for all matters related to your use of the Services. Where we have provided you with a translation of the English language version of this Agreement or any information related to your Ozfund Account, you acknowledge and agree that such translation is provided for your convenience only and that the English language version of the Agreement will govern your use of the Services.



## 8. Security of User Information

You are responsible for maintaining the confidentiality and security of all account names, User IDs, passwords, personal identification numbers (PINs) and other access codes that you use to access the Services. You are responsible for keeping your email address and all other account holder and User information up to date in your Ozfund Account profile and for maintaining the confidentiality of your User information. You agree to (i) notify Ozfund immediately if you become aware of any unauthorized use of your Ozfund Account, the Services, or any other breach of security regarding the Services, your Ozfund Account or the Platform.

We strongly advise you to enable all security features that are available to you (such as, by way of example two-factor authentication); this offers you enhanced protection from possible malicious attacks. Ozfund will not be liable for any loss or damage arising from your failure to protect your account information.

We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We recommend the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from Ozfund, you should login to your Ozfund Account directly through the Services website or related mobile application, if any, and not by clicking links contained in emails.

## 9. Account Suspension & Closure

We may, without liability to you or any third party, suspend your Ozfund Account, consolidate your Ozfund Accounts if you have more than one, or terminate your Ozfund Account or suspend your use of one or more of the Services in accordance with the terms of this Agreement, as determined in our sole and absolute discretion. Such actions may be taken as a result of account inactivity, failure to respond to customer support requests, failure to positively identify you, a court order, your violation of the terms of this Agreement or for other similar reasons. Ozfund may also temporarily suspend access to your Ozfund Account in the event that a technical problem causes system outage or Ozfund Account errors until the problem is resolved. For the avoidance of doubt, in the event your Ozfund Account is suspended or closed, you will no longer be able to access any of the Services.

You may terminate this Agreement at any time by closing your Ozfund Account in accordance with this Agreement. In order to do so, you should contact Ozfund's "Support Team" who will assist you in closing your Ozfund Account. You may not terminate your Ozfund Account if Ozfund believes, in its sole discretion, that such closure is being performed in an effort to evade a court order or legal or regulatory investigation or to avoid paying any amounts otherwise due to Ozfund.

We encourage you to transfer any Supported Digital Currencies out of your Ozfund Account and/or redeem your Ozcoin TOTO for USD or euro prior to issuing a request to terminate your Ozfund Account. We may be unable to terminate your Ozfund Account at your request if you maintain a balance in your Ozfund Account. We reserve the right to restrict or refuse to permit redemptions or transfers from your Ozfund Account if (i) your Ozfund Account has otherwise been suspended or unilaterally terminated by Ozfund in accordance with this Agreement or (ii) to do so would be prohibited by law or a court order or we have determined that any of the related Supported Digital Currency were obtained fraudulently.

Upon closure or suspension of your Ozfund Account, you authorize Ozfund to cancel or suspend pending transactions and forfeit all proprietary rights and claims against Ozfund in relation to any U.S. Dollar or euro funds otherwise eligible for redemption.

In the event that you or Ozfund terminates this Agreement or your access to the Services, or cancels your Ozfund Account, you remain liable for all activity conducted on or with your Ozfund Account while it was active and for all amounts due hereunder.

## **10. Fees**

Ozfund may charge fees in connection with the Services. You agree to pay the fees shown to you, if any, or as separately agreed between you and Ozfund, when you enter into a transaction. Fees are generally disclosed on the Fee Schedule; we may change any of the fees that Ozfund charges at any time, with or without notice.

The applicable Digital Currency network or Supported Bridge may charge a fee in connection with blockchain transactions. You are responsible for all such fees.

You are responsible for, and agree to pay, all fees that may be charged by your financial institution in connection with sending funds to Ozfund or receiving funds from Ozfund. Ozfund is not responsible for any charges that you incur based on delayed processing of deposits or withdrawals that might result from overdraft fees or otherwise.

## **11. Forks, Advanced Protocols, Other Digital Currencies & Supplemental Protocols Not Supported; Bridging**

### **(1) Forks**

As a result of the decentralized and open-source nature of Digital Currencies it is possible that sudden, unexpected or controversial changes ( “forks” ) can be made to any Digital Currency that can change the usability, functions, value or even name of a given Digital Currency. It is also possible that such forks result in multiple versions of a Digital Currency, each with its own value, and therefore may reduce the value of the original “unforked” version of a Digital Currency.

Ozfund is under no obligation to support a fork of a Supported Digital Currency that you hold in your Ozfund Account, whether or not such forked Supported Digital Currency holds value at or following such fork. If Ozfund elects, in its sole discretion, to support a fork of a Supported Digital Currency it will make a public announcement through its website and/or by notifying customers via email, and shall bear no liability for any real or potential losses that may result based on the decision to support such fork or the timing of implementation of support. If Ozfund, in its sole discretion, does not elect to support a fork of a given Supported Digital Currency, Ozfund assumes no responsibility or liability whatsoever for any losses or other issues that might arise from an unsupported fork of a Supported Digital Currency.

Unless otherwise specified in this Agreement, Ozfund Accounts also do not support any other digital currencies, tokens, coins or forked protocols (collectively, “Other Digital Currencies”) whether or not they are created as a result of a fork of a Supported Digital Currency, are independently created or otherwise, and regardless of whether or not such Other Digital Currencies hold any value. Holding Supported Digital Currency in your Ozfund Account does not entitle you to any additional tokens or value associated with Other Digital Currencies that may result from your ownership of such Supported Digital Currency, regardless of whether you would be entitled to such additional tokens or value had you held such Supported Digital Currency outside of Ozfund.

Note that in the event of a fork of a Supported Digital Currency, Ozfund may be forced to suspend all activities relating to such Supported Digital Currency (including both buying and selling) for an extended period of time until Ozfund has determined in its sole discretion that such functionality can be restored (“Downtime”). This Downtime will likely occur immediately upon a “fork” of a given Supported Digital Currency, potentially with little to no warning, and during this period of Downtime you will not be able to buy or sell the Digital Currency subject to such fork.

## **(2) Certain Protocols**

As noted in Section 2, your Ozfund Account only supports Supported Digital Currencies. Unless an asset is a Supported Digital Currency, you will not be able to properly hold or transact in it. Assets that are Supported Digital Currencies specifically exclude all other protocols and/or functionality which supplement or interact with Digital Currencies that we support. This exclusion includes but is not limited to: metacoins, colored coins, side chains (unless such sidechain is a Supported L2 Network), or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported Digital Currency.

Do not use your Ozfund Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as Ozfund is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item and you acknowledge and agree that Ozfund has no liability with respect to any losses that you incur or suffer related to transacting or attempting to transact in any Digital Currency that is not a Supported Digital Currency or any related supplemental functionality or protocol.

Ozfund neither owns nor controls the underlying software protocols that govern the operation of Supported Digital Currencies other than Ozcoin or TOTO . Such underlying protocols are generally open source, meaning that anyone can use, modify, copy, and distribute them. You acknowledge and agree that Ozfund is not responsible for the operation of any such protocols. Ozfund does not control them, and as such, cannot guarantee their functionality or the security or other features of their related network operations.

### **(3) Bridged Ozcoin/TOTO**

As described in the Bridged Ozcoin/TOTO Terms, Ozfund may facilitate your ability to use the Supported L2 Networks and Supported Bridges to deposit Bridged Ozcoin/TOTO to your Ozfund Account and/or withdraw Bridged Ozcoin/TOTO to an external address on a Supported L2 Network. The risks associated with Bridged Ozcoin/TOTO are outlined in the Bridged Ozcoin/TOTO Terms.

## **12. Mobile Services**

To the extent you access the Services through a mobile device, your wireless service carrier' s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain mobile applications may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. By using mobile Services, you agree that we may communicate with you by SMS, MMS, text message, push notification, and/or other electronic means via your mobile device ( "Mobile Messaging" ) and that certain information about your usage of the Services may be communicated to us. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to any person who might acquire your old number.

**You may receive messages related to the Services or your Ozfund Account via Mobile Messaging. Message and data rates may apply. Reply STOP to any such Mobile Message to Cancel and unsubscribe. For help, please contact Ozfund ' s Support Team.**

You hereby confirm that with respect to any mobile phone number provided, you own the account corresponding to that mobile phone number or otherwise have the account holder' s permissions to use this service. By registering a mobile phone number you are agreeing to the specific terms set forth in this Section 13.

## 13. No Deposit Insurance

Supported Digital Currencies and fiat, if any, held in your Ozfund Account are not subject to deposit insurance protection, including, but not limited to, (i) where your country of residence is the United States, the Federal Deposit Insurance Corporation insurance or Securities Investor Protection Corporation protections; or (ii) where your country of residence is outside of the United States, the United Kingdom Financial Services Compensation Scheme or equivalent scheme in your country of residence.

## 14. Transaction Limits

Ozfund reserves the right to change the deposit, withdrawal, storage, transfer, and velocity limits on your Ozfund Account as we deem necessary. We may establish individual or aggregate transaction limits on the size or number of deposits, withdrawals, transfers or other transactions that you initiate using your Ozfund Account during any specified time period.

## 15. Right to Change/Remove Features or Suspend/Delay Transactions

Subject to Section 17 of the Ozcoin/TOTO Terms, Section 16 of the Bridged Ozcoin/TOTO Terms, and Section 17 of the Ozc Coin Terms (as applicable), we reserve the right to change, suspend, or discontinue any aspect of the Services or the Platform at any time, including hours of operation or availability of any feature, without notice and without liability. We may, in our sole discretion, delay any transaction if we believe that such transaction is suspicious, may involve fraud or misconduct, violates applicable laws or payment network or ACH rules, or violates any term of this Agreement.

## 16. Insufficient Funds

If you have insufficient funds in your Ozfund Account to complete a transaction, such transaction will not be completed.

## 17. Refunds; Reversals

Once a transaction has been initiated (including, but not limited to, a Digital Currency Transfer), it cannot be reversed or refunded, except as set forth in this Agreement. You may have additional refund or chargeback rights under your agreement with the recipient of such funds, your financial institution, or applicable law. You should periodically review statements from your financial institution and any other service that you use to transact Digital Currency, which should reflect all applicable transactions made using the related transaction method. You can also access the record of transactions in your Ozfund Account by logging into your Ozfund Account.

## 18. Blocked Addresses & Forfeited Assets

Ozfund reserves the right to “block” certain Digital Currency addresses and, if such addresses are Ozfund -custodied addresses, freeze associated Digital Currency (temporarily or permanently) that it determines, in its sole discretion, are associated with illegal activity or activity that otherwise violates the terms of this Agreement ( “Blocked Addresses” ). In the event that you send Digital Currency to a Blocked Address, or receive Digital Currency from a Blocked Address, Ozfund may freeze such Digital Currency and take steps to terminate your Ozfund Account. In certain circumstances, Ozfund may deem it necessary to report such suspected illegal activity to applicable law enforcement agencies and you may forfeit any rights associated with your Supported Digital Currency. Ozfund may also be forced to freeze and potentially surrender Supported Digital Currency in the event it receives a legal order from a valid government authority requiring it to do so.

## 19. Restricted Activities and Prohibited Transactions

a) In connection with your use of the Services, you hereby agree that you will not:

- (1) violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
- (2) intentionally try to defraud (or assist in the defrauding of) Ozfund or other Ozfund Users;
- (3) provide false, inaccurate, or misleading information;
- (4) take any action that interferes with, intercepts, or expropriates any system, data, or information;
- (5) partake in any transaction involving the proceeds of illegal activity;
- (6) transmit or upload any virus, worm, or other malicious software or program;
- (7) attempt to gain unauthorized access to other Ozfund Accounts, the Ozfund website, or any related networks or systems;
- (8) use the Services on behalf of any third party or otherwise act as an intermediary between Ozfund and any third parties;
- (9) collect any User information from other Ozfund Users, including, without limitation, email addresses;
- (10) defame, harass, or violate the privacy or intellectual property rights of Ozfund or any other Ozfund Users;
- (11) upload, display or transmit any messages, photos, videos or other media that contain illegal goods, violent, obscene or copyrighted images or materials (such as (a) - (k) activities, “Restricted Activities” ).



**b) In addition, using the Services for transactions related to the following is prohibited, and Ozfund reserves the right to monitor for transactions that relate to:**

- (1) any Restricted Persons or persons or entities located in Restricted Territories (as each term is defined in Section 35);
- (2) weapons of any kind, including but not limited to firearms, ammunition, knives, explosives, or related accessories;
- (3) controlled substances, including but not limited to narcotics, prescription drugs, steroids, or related paraphernalia or accessories, unless possession of and transactions involving such controlled substances are authorized by the jurisdiction in which the User is based as well as by the jurisdiction in which the transaction takes place, and provided any such transactions comply with all applicable law;
- (4) gambling activities including but not limited to sports betting, casino games, horse racing, dog racing, games that may be classified as gambling (i.e. poker), or other activities that facilitate any of the foregoing, unless such activities are authorized by the jurisdiction in which the User is based as well as by the jurisdiction in which the transaction takes place, and provided any such activities comply with all applicable law;
- (5) money laundering or terrorist financing;
- (6) any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- (7) goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction;
- (8) credit repair services, or other services that may present consumer protection risks;
- (9) court ordered payments, structured settlements, tax payments, or tax settlements;
- (10) any unlicensed money transmitter activity;
- (11) layaway systems, or annuities;
- (12) counterfeit goods, including but not limited to fake or “novelty” IDs;
- (13) wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit;
- (14) purchasing goods of any type from “Darknet” markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); or
- (15) any other matters, goods, or services that from time to time we communicate to you that are unacceptable and which, for example, may be restricted by our and your financial institution or payment partners (such as (a) - (o) transactions, “Prohibited Transactions” ).

**c) In the event that Ozfund learns you are making or attempting any Restricted Activities or Prohibited Transactions, Ozfund will consider it to be a violation of this Agreement and may suspend or terminate your Ozfund Account.:**



## 20. Taxes

Ozfund will maintain a record of your transaction history, which you will be able to access through your Ozfund Account for purposes of making any required tax filings or payments, but it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. Ozfund will make any tax withholdings or filings that we are required by law to make, but Ozfund is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## 21. Indemnification; Release

You agree to indemnify and hold Ozfund, its affiliates, and service providers, and each of their officers, directors, agents, joint venturers, employees, and representatives harmless from any claim or demand (including attorneys' fees and any losses, fines, fees or penalties imposed by any regulatory authority) arising out of your breach of this Agreement, your violation of any law or regulation or your use of the Services.

For the purpose of this Section 21, the term "losses" means all net costs reasonably incurred by us or the other persons referred to in this Section which are the result of the matters set out in this Section 21 and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication).

If you have a dispute with one or more Users or third parties, you release Ozfund (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees and representatives) from all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

## 22. Limitation of Liability; No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OZFUND AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF OZFUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND TERMINATE YOUR ACCOUNT.

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. Ozfund, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Ozfund MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

Ozfund will make reasonable efforts to ensure that requests for Ozfund Account transactions are processed in a timely manner, but Ozfund makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This Section gives you specific legal rights and you may also have other legal rights that vary from state to state.

## **23. Unauthorized and Incorrect Transactions**

When any transaction occurs using your credentials (including, but not limited to, Digital Currency Transfers), we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible by email at [customer-support@Ozfund.com](mailto:customer-support@Ozfund.com). It is important that you regularly check your Ozfund Account balances and your transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this Section.

### **1) Unauthorized and Incorrect Supported Digital Currency Transactions**

If an Unauthorized Supported Digital Currency Transaction (as defined below) or Error (as defined below) occurs through your Ozfund Account, and you follow the procedures set forth in this Section 23, Ozfund will reimburse you for the amount of any eligible Unauthorized Supported Digital Currency Transaction and any losses resulting from an Error, subject to the limitations set forth in this Section 23.

## **2) What Constitutes an Unauthorized Supported Digital Currency Transaction or Error?**

For purposes of this Section 23, “Unauthorized Supported Digital Currency Transaction” means any transaction that was initiated from your Ozfund Account without your authorization and that does not benefit you.

For purposes of this Section 23, an “Error” means one of the following: (i) if your bank account is charged for an issuance of Ozcoin or TOTO, Ozfund receives the funds, but the corresponding Ozcoin or TOTO does not show up in your Ozfund Account, (ii) if you complete a redemption from Ozcoin or TOTO and the funds are not properly delivered by Ozfund to your bank account, (iii) you transfer a Supported Digital Currency from your Ozfund Account to an external address and we debit your Ozfund Account for a Supported Digital Currency amount in excess of the sent amount, (iv) if you receive a Supported Digital Currency to your Ozfund Account and we do not add the proper amount to your Ozfund Account, (v) if the transaction records in your Ozfund Account do not accurately reflect your transactions, or (vi) there is some other material mathematical or computational error by Ozfund in calculating issuance or redemption amounts.

## **3) Notifying Ozfund of an Unauthorized Supported Digital Currency Transaction or Error**

You should notify us immediately if you believe that (i) an Unauthorized Supported Digital Currency Transaction or Error has occurred, (ii) your password and/or two-factor authentication access has been compromised, (iii) a device on which you have downloaded the Ozfund app or which contains an active Ozfund session has been stolen or lost, or (iv) you believe there is an Error in your transaction records or account history, or you have a question regarding your transaction records or account history.

In order for Unauthorized Supported Digital Currency Transactions or Errors to be covered by Ozfund, you must notify us within sixty (60) days of such Unauthorized Supported Digital Currency Transaction or Error showing up in your transaction history and/or account statement. If you do not notify us within sixty (60) days, then you will not be covered by the protections of this Section 23.

## **4) Notification Process**

The fastest and most efficient way to notify us of an Unauthorized Supported Digital Currency Transaction or Error is to contact Ozfund’s Support Team via email at [careers@ozfund.one](mailto:careers@ozfund.one).

**5) However you choose to notify us, you must include:**

- 1) the name and email associated with your Ozfund Account,
- 2) a detailed description of what Unauthorized Supported Digital Currency Transaction or Error you believe occurred, or what information you need in order to determine if an Unauthorized Supported Digital Currency Transaction or Error occurred.
- 3) the amount of such Unauthorized Supported Digital Currency Transaction or Error.

Note that in connection with investigating and/or resolving any Unauthorized Supported Digital Currency Transaction or Error, we may need to request further information from you regarding the circumstances of the Unauthorized Supported Digital Currency Transaction or Error. If you do not provide such additional information, it may inhibit our ability to resolve your issue or limit your rights under this Section 23.

**6) Steps Ozfund Will Take Following Notification**

Once you have provided us with proper notification (including delivering all of the information set forth in the subsection above and responding to any requests for further information), we will investigate the potential Unauthorized Supported Digital Currency Transaction or Error. We will typically be able to complete our investigation within ten (10) days, but may require up to thirty (30) days if your Ozfund Account is new (meaning your Ozfund Account has been active for less than thirty (30) days at the time we receive your notification).

Sometimes, we may need more time in order to complete our investigation (up to thirty (30) days, or sixty (60) days for a new account). If we need to take more than ten (10) days to investigate your claim (or thirty (30) days for new accounts), we will provisionally credit your Ozfund Account with the amount of such Unauthorized Supported Digital Currency Transaction or Error.

Once we have completed our investigation, we will notify you of our decision within three (3) business days. If we determine that your claim of an Unauthorized Supported Digital Currency Transaction or Error is valid and eligible, we will credit your Ozfund Account for the amount of the Unauthorized Supported Digital Currency Transaction or Error, subject to the limitations set forth below. If we have already provisionally credited your Ozfund Account and determine that your claim of an Unauthorized Supported Digital Currency Transaction or Error is valid and eligible, you will be allowed to keep such provisional credit. If we have already provisionally credited your Ozfund Account and determine that your claim of an Unauthorized Supported Digital Currency Transaction or Error is not valid and/or eligible, the amount provisionally credited will be debited from your Ozfund Account.

Regardless of the results of our investigation, we will send you an email explaining the basis for our decision. If you have any questions or concerns regarding our decision, you can request further information regarding the details that led to our decision.

## **7) Errors We Discover**

If we discover an Error on our own that results in you receiving less than the amount of US Dollar or euro funds (as applicable) to which you are entitled, we will rectify it by crediting your Ozfund Account with Ozcoin or TOTO (as applicable) corresponding to the difference. If we discover an Error on our own that results in you receiving more than the amount of funds to which you are entitled, we will rectify it by debiting your Ozfund Account with Ozcoin or TOTO (as applicable) corresponding to the difference.

## **8) Your Liability for Unauthorized Supported Digital Currency Transactions**

Your liability for Unauthorized Supported Digital Currency Transactions and the amount Ozfund will reimburse you is determined by how quickly you report it to us. If you tell us within two (2) business days after you learn of the compromise of your Ozfund Account or login credentials, you can lose no more than \$50 if someone used your login credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the compromise of your Ozfund Account or login credentials, and we can prove we could have stopped someone from using your Ozfund Account without your permission if you had told us, you could lose as much as \$500.

Ozfund may and is authorized, without prior notice and both before and after demand, to set off the whole or any part of your liabilities or other amounts payable to Ozfund , including but not limited to fees, whether such amounts are present or future, actual or contingent, or liquidated or unliquidated, against any sums held by Ozfund and owed to you, whether under this Agreement or any other agreement between Ozfund and you.

## **24. Right to Set Off**

Ozfund may and is authorized, without prior notice and both before and after demand, to set off the whole or any part of your liabilities or other amounts payable to Ozfund , including but not limited to fees, whether such amounts are present or future, actual or contingent, or liquidated or unliquidated, against any sums held by Ozfund and owed to you, whether under this Agreement or any other agreement between Ozfund and you.

For the purpose of exercising its rights under this Section 24: (i) Ozfund is entitled to convert and/or exchange any Supported Digital Currency owned by you and held by Ozfund , and is authorized to effect any such conversions at the then prevailing exchange rate; and (ii) if your liability is contingent and/or unliquidated, then Ozfund may set off the amount it estimates in good faith will be the liquidated amount.

## **25. Arbitration**

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought, in an individual capacity only, and not on a class-wide or representative basis, in the courts specified in Section 36 without the posting of a bond), any dispute between you and Ozfund related in any way to, or arising in any way from, our Services or this Agreement ( “Dispute” ) shall be finally settled on an individual, non-representative basis in binding arbitration in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (available from JAMS on its website at [www.jams.com](http://www.jams.com)), as modified by this Agreement, or in accordance with rules on which we may mutually agree in writing; provided, however, that to the extent a Dispute is within the scope of a small claims court’ s jurisdiction, either you or Ozfund may commence an action in small claims court, in the county of your most recent physical address, to resolve the Dispute.

Any arbitration will be conducted by a single, neutral arbitrator and shall take place in the US county of your most recent physical address or, if there is no such US county, in Suffolk County, Massachusetts, USA. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys’ fees when authorized by law. The arbitral decision may be enforced in any court of competent jurisdiction. An arbitral decision is subject to very limited review by a court. This Agreement evidences a transaction involving interstate commerce, and therefore, the Federal Arbitration Act ( “FAA” ) applies to this Agreement, including the agreement to arbitrate set forth in this Section 26. We each agree that the FAA, and not state law, shall govern whether a Dispute is subject to arbitration.

## **26. Amendments**

Ozfund may amend any portion of this Agreement at any time by posting the revised version of this Agreement with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised Agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your Ozfund Account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of this Agreement.

If the revised Agreement includes a material change, we will provide you with prior notice via our website and/or email before the material change becomes effective. For this purpose a “material change” means a significant change other than changes that

- (i) are to your benefit,
- (ii) are required to be made
  - (a) to comply with applicable laws and/or regulations,
  - (b) to comply with a payment network or ACH rule,
  - (c) as otherwise required by one of our regulators,
- (iii) relates to a new product or service made available to you, or
- (iv) to otherwise clarify an existing term.

## **27. Assignment**

You may not transfer or assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise and any such attempted assignment shall be void (it being understood and agreed that this Section 28 shall not prohibit you from sending any Supported Digital Currency from your Ozfund Account in accordance with the terms hereof). We reserve the right to freely assign this Agreement and the rights and obligations of this Agreement to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our Services and terminate this Agreement by contacting Ozfund’s Support Team and asking us to close your Ozfund Account.

## **28. Change of Control**

In the event that Ozfund is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

## **29. Survival; Force Majeure**

Upon termination of your Ozfund Account or this Agreement for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

Ozfund shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to governmental action or acts of terrorism, pandemics, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet disturbances.



## 30. Third Party Applications

If you grant express permission to a third party to connect to your Ozfund Account, either through the third party's product or through Ozfund , you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Ozfund responsible for, and will indemnify Ozfund from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

## 31. Website; Third Party Content

Ozfund strives to provide accurate and reliable information and content on the Ozfund website, but such information may not always be correct, complete, or up to date. Ozfund will update the information on the Ozfund website as necessary to provide you with the most up to date information, but you should always independently verify such information. The Ozfund website may also contain links to third party websites, applications, events or other materials ( "Third Party Content" ). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by Ozfund of any products or services. Ozfund shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Ozfund website or in any Third Party Content.

## 32. Limited License; IP Rights

We grant you a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to the terms and conditions of this Agreement, to access and use the Services solely for approved purposes as determined by Ozfund . Any other use of the Services or the Platform is expressly prohibited. Ozfund and its licensors reserve all rights in the Services and you agree that this Agreement does not grant you any rights in or licenses to the Services except for the limited license set forth above. Except as expressly authorized by Ozfund , you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Platform, in whole or in part. If you violate any portion of this Agreement, your permission to access and use the Services and your Ozfund Account may be terminated pursuant to this Agreement. "Ozfund .com", "Ozfund ", and all logos related to the Services are either trademarks, or registered marks of Ozfund or its licensors. You may not copy, imitate, or use them without Ozfund 's prior written consent. All right, title, and interest in and to the Ozfund website, any content thereon, the Services, and all technology and any content created or derived from any of the foregoing is the exclusive property of Ozfund and its licensors.

### 33. Unclaimed Property

If Ozfund is holding assets in your Ozfund Account, and Ozfund is unable to contact you and has no record of your use of the Services for several years, applicable law may require Ozfund to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Ozfund will try to locate you at the address shown in our records, but if Ozfund is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Ozfund reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

### 34. Applicable Law; Legal Compliance

Your use of the Services is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering ( "AML" ) and counter-terrorist financing ( "CTF" ) provisions.

You unequivocally agree and understand that by registering a Ozfund Account and using the Services in any capacity, you will act in compliance with and be legally bound by this Agreement and all applicable laws and regulations (including, without limitation, those stated in this Section 35, where applicable). For the avoidance of doubt, continued use of your Ozfund Account and Ozfund ' s obligations to you under this Agreement are conditional on your continued compliance at all times with this Agreement and all applicable laws and regulations. Ozfund ' s AML and CTF procedures are guided by all applicable laws and regulations regarding AML and CTF. These standards are designed to prevent the use of the Services for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

**You agree, represent, and warrant that all funds in your Ozfund Account, or funds deposited by you with Ozfund in the future, are not the direct or indirect proceeds of any criminal or fraudulent activity.**

The Services are subject to economic sanctions programs administered in the countries where we conduct business, including but not limited to those administered by the U.S. Department of Treasury' s Office of Foreign Assets Control ( "OFAC" ), pursuant to which we are prohibited from providing services or entering into relationships with certain individuals and institutions. By using the Services, you represent that your actions are not in violation of such sanctions programs. Without limiting the foregoing, you may not use the Services if (i) you are a resident, national or agent of a jurisdiction subject to comprehensive sanctions by OFAC ( "Restricted Territories" ), (ii) you are on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals ( "Restricted Persons" ), or (iii) you intend to transact with any Restricted Territories or Restricted Persons.

In the event that we are required to block funds associated with your account in accordance with a sanctions program, or other similar government sanctions programs, we may: (i) suspend your account; (ii) terminate your account; (iii) return funds to the destination of their origin or to an account specified by authorities; or (iv) require you withdraw funds from your account within a certain period of time, in accordance with Section 19. In certain cases, taking one or more of these actions may result in a forfeiture of some or all of your assets held with Ozfund . We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with applicable law and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

This paragraph applies only if your country of residence is the United States. Please note that Section 326 of the USA PATRIOT Act of 2001 requires all financial institutions to obtain, verify, and record information that identifies each person who registers a Ozfund Account. This federal requirement applies to all new Users. This information is used to assist the U.S. Government in the fight against the funding of terrorism and money laundering activities.

## **35. Governing Law; Venue**

The laws of the State of Delaware and applicable United States federal law, including the Federal Arbitration Act as specified herein, shall govern this Agreement. Except for those disputes that shall be resolved in arbitration or in small claims court, each party agrees to submit to the personal and exclusive jurisdiction of the courts located in Boston, Massachusetts, provided that any claims or disputes shall be subject to the arbitration provisions set forth in Section 26. You agree with us that, if you are a consumer, the courts in the permitted region where you are resident will have non-exclusive jurisdiction.

## **36. Entire Agreement**

The failure of Ozfund to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties, except as specified in Section 27. The headings and explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. This Agreement, including any additional agreement incorporated by reference herein; Ozfund ' s policies governing the Services referenced herein (including, without limitation, those set forth in the Ozcoin/TOTO Terms, Bridged Ozcoin/TOTO Terms); the Ozfund Privacy Policy; the Cookie Policy; and the E-Sign Consent Policy constitute the entire agreement between you and Ozfund with respect to the use of the Services. This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and Ozfund and other Ozfund affiliates which each shall be a third-party beneficiary of this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.

## 37. User Support

Please visit Ozfund Support here or contact Ozfund's Support Team at [careers@ozfund.one](mailto:careers@ozfund.one) to report any violations of this Agreement or to ask any questions regarding this Agreement or the Services.

## 38. State-Specific Disclosures

Note that while Ozfund is licensed in many states as a money transmitter, not all states in which we are licensed regulate virtual currency activity as money transmission. Additionally, certain of these states have required specific disclosures of this fact, which can be found below and/or on the Licenses page found at: <https://ozfund.one/homes>. Note that this Section may be continuously updated with additional state-specific disclosures as may be required by the states in which we hold licenses and the date of last update will be reflected directly above.

**Please note the following disclosures associated with virtual currency:**

- 1) Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections;
- 2) Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currency;
- 3) Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
- 4) Some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction;
- 5) The value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear;
- 6) There is no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future;
- 7) The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time;
- 8) The nature of virtual currency may lead to an increased risk of fraud or cyber attack;
- 9) The nature of virtual currency means that any technological difficulties experienced by Circle may prevent the access or use of a customer's virtual currency; and
- 10) Any bond or trust account maintained by Circle for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

**Additionally, the following further disclosures are applicable to Circle' s virtual currency customers:**

- 1) You may be liable for unauthorized virtual currency transactions occurring on your Circle Account. For more information regarding the circumstances under which you may be liable for unauthorized virtual currency transactions, please see Section 24 of the Circle Account Agreement.
- 2) Circle does not currently support preauthorized virtual currency transfers.
- 3) Circle may, from time to time, disclose information concerning your Circle Account to third parties. For more information regarding how Circle collects, uses, stores, shares and protects your information, please see the Circle Privacy Policy.
- 4) Circle will not provide periodic account statements to you. However, your transaction history is always available on Circle. It is important for you to understand that it is your sole responsibility to review your transaction history and any notices. You also understand that for the purposes of review and acknowledgment, you agree to be deemed to have reviewed your transaction history and all notices on at least a monthly basis. Your transaction history contains all of your trading activity, including pending transactions, deposits and withdrawals, as well as your fiat currency and virtual currency balances; however, please note that nothing in your transaction history should be treated as a valuation.
- 5) After each transaction has been placed, Circle will send you a receipt evidencing your transaction via email. Further evidence of your transactions will be available to you in your transaction history, as discussed above.
- 6) Circle reserves the right to change these Terms at any time, with or without advance notice to you, as the case may be. For more information on amendments to these Terms, please see Section 25.