

This User Agreement ("Agreement") is a contract between you ("you," "member," "business," "user") that applies to your use of Wyre's products and services (the "Services"). Except as set forth below, "Wyre" shall mean Wyre Payments, Inc., a Delaware Corporation which is wholly owned by Wyre, Inc.

By accessing or using the Services you agree to comply with and be legally bound by this Agreement.

Please be aware that your consent to the electronic delivery of disclosures is required to open an account or use any of the Services. If you are unable or unwilling to provide such consent, you will not be able to open an account. This consent applies to any and all communications and/or disclosures that Wyre is legally required to provide to you in writing in connection with your account and any related products and services. You may withdraw your consent to receive electronic Communications at any time by sending us a written request by email to support@sendwyre.com.

You understand that any withdrawal of your consent to receive electronic Communications will be effective only after Wyre has had a reasonable period of time to process your withdrawal. You understand that withdrawing your consent to electronic Communications will likely result in the closure of your account.

We may modify or update this Agreement from time to time and will notify you of such modifications. Your continued use of the Service will be subject to any modifications we make.

If you do not accept the terms of the Agreement, you may not become a member, you may not create an Account, and you are not authorized to use the Services for any purpose. If you have any questions, you can contact our support at support@sendwyre.com.

If you are entering this Agreement on behalf of an entity, you confirm that you are an authorized officer of that entity and have the authority to enter into agreements for and on behalf of that entity.

**General Description of the Wyre Services.** Wyre enables the transmission of funds to recipients ("Recipients") located in specific countries. Funds are transmitted to Recipients via electronic funds transfer, wire transfer or other electronic methods. The Service, as described herein, may be amended by us at any time, upon notice, as set forth above. Moreover, we retain full discretion to refuse to accept any user or to complete any instruction to send money (a "Transaction") at any time. Wyre provided hosted wallet(s) that allow you to hold the financial equivalent of funds you place with Wyre in a digitally represented form of ("Value"). This Value is displayed and represented to you in real-time. You may hold and convert multiple forms of said Value, and to transfer Value to other members and with some restrictions to non-members as well.

**Identity Verification.** When registering for your Wyre Account ("Wyre Account"), you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name, social security number/tax ID number, government identification card, and designated bank accounts. If any of this information changes, it is your obligation to update such information as soon as possible. From time to time, we may also require you to provide further information as a condition for continued use of the Services to confirm your identity and the purpose of using our Services.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you

u When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You shall provide us with true information, including but not limited to name, resident country, unique user ID, passport, incorporation documents, tax identification number, and other information and/or document which are deemed necessary for anti-money laundering and anti-terrorist financing check. You shall be liable for the authenticity of information provided to us including but not limited to the Recipient's name, local currency amount to be received by Recipient, and such other information mutually agreed by the parties. We reserve the right to maintain your account registration information after you close your account for business and regulatory compliance purposes.

From time to time, we may be required to request further information regarding your transactions in order to comply with federal and state law. Failure to provide such information in a timely fashion may result in the suspension of your ability to transact until you provide such information or the closure of your Wyre Account.

You acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness including, without limitation, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying information against third party databases or through other sources.

For US Residents:

Electronic W-9 Certifications

You certify, under penalty of perjury that:

- The Taxpayer Identification Number or Social Security Number you provided is correct;
- You are not subject to backup withholding because: (a) You are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding; and you are a U.S. citizen or other U.S. person

Additional information is available in our Privacy & Data Policy.

**Illegal Activities.** You shall ensure that neither you nor any of your affiliates, clients, and/or partners are engaged in money laundering activities or any other illegal activities. You shall comply with Applicable Law, including the laws and regulations of the United States of America and all laws and regulations regarding anti-money laundering, anti-terrorist financing and money transfer, and remittance, and shall abide by the Applicable Law in the jurisdiction where accounts are settled.

**Compliance and Risk Management with Money Service Business.** If you are a money service company, you shall establish and maintain anti-money laundering, compliance, and risk management procedures and, to the extent permitted by Applicable Law, make aforesaid documents to Wyre for its review. Wyre shall have the right to conduct periodic audits in connection to the Transactions. Such audits, in Wyre's sole discretion, may include a review of documents, contracts, hardware and software systems, security systems, policies, procedures, and books and records. Audits may be conducted by Wyre or its designated representatives with advance notice. In exercising its rights under this paragraph, Wyre and its representatives shall take reasonable measures to avoid disruption of the business of the audited party. You acknowledge that any changes to your compliance program might incur incremental risks with respect to the Service and have a negative impact on the result of Wyre's risk assessment of you. You hereby agree in good faith

ith to use commercially reasonable efforts to evaluate and inform Wyre of any changes to the aforesaid documents. You shall cooperate with us and use your best efforts to assist Wyre in identifying, addressing and mitigating any risks, preventing money laundering and investigating suspicious transactions in connection with the Services. In the event that any Governmental Authority requests or otherwise inquires about information in relation to suspicious activities in connection with the Services, you shall promptly provide the relevant details and information to us within seven (7) business days. You shall assume all liabilities arising from its failure to provide information to any Governmental Authority relating to suspicious transactions. You shall comply with Applicable Law in relation to the requirements of storage of Transaction records.

**Legal Compliance.** Pursuant to the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), Wyre is prohibited from providing services or entering into relationships with certain individuals and entities. In the event that Wyre is required to block assets associated with your Wyre Account in accordance with an OFAC sanctions program or other similar government sanctions programs, Wyre may (i) deactivate or cancel your Wyre Account or block user activity, (ii) transfer digital currency from your Wyre Account to an originating source or to an account specified by authorities, or (iii) require you to transfer your digital currency out of your Wyre Account within a certain period of time. Wyre is not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with applicable law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant or other legal order.

**Third Party Conduct.** You shall hold Wyre harmless from any delays in the Services or errors in credits into the beneficiary's bank account that are caused by you, the originator or the financial institution.

**Multiple Accounts.** You may register only one Wyre Account ("Account"). If you open additional accounts, we reserve the right to immediately close such additional accounts and transfer any balance to your other Wyre Account or return it to the original funding source.

**Currency Conversion & Volatility.** When you convert one currency into another currency (such as USD to CNY, CNY to USD, etc.) by completing a deposit or by changing the currency that denominates your account, such currency conversion is completed directly by Wyre. You acknowledge that the price or value of any currency may fluctuate and that the conversion rate (the "Conversion Rate") for converting one currency into another may not be the same Conversion Rate that applies when converting back into that first currency. You will always be shown the applicable Conversion Rate for a transaction prior to consummating the transaction. You agree to deliver the agreed upon payment upon confirmation of a deposit, regardless of changes in a currency's value. The value of currencies (especially digital currencies) can rapidly increase or decrease at any time, so Wyre cannot guarantee the value of any currency. The Services do not involve any extension of credit to you, and no credit is extended to you in connection with your use of the Services. In the event you are entitled to a refund or other payment by Wyre, Wyre shall have no liability for any losses resulting from a change in the Conversion Rate that may have occurred since the time of the original transaction. We are not responsible for any processing delays that may result in connection with any deposit, withdrawal, or transaction. The ability to convert from one currency to another is subject to applicable legal and regulatory restrictions as well as the availability of such currency provided by Wyre.

All funds received into your Wyre Account will be delivered in the currency that your account is denominated in, regardless of what currency the transaction is initiated in. For example, if your Wyre Account is denominated in U.S. Dollars

rs and someone sends you Euros or Bitcoin, we will automatically convert such Euros or Bitcoin, as applicable, to U.S. Dollars based upon the current Conversion Rate. We are not responsible for any losses that might be incurred as a result of the Conversion Rate that applies to a given transaction.

Wyre is not a Bank. We are not a bank, so balances are not deposits and they do not earn interest. Balances are not insured by the Federal Deposit Insurance Corporation, the Financial Services Compensation Scheme, or any other entity or insurance scheme, whether governmental or private.

Fees. You will incur a percentage-based fee that will be disclosed to you at the time of each Transaction.

We may charge a fee for adding and removing Value to cover applicable bank, wire or other fees. We will display applicable fees for adding or removing Value prior to you completing the transaction. We will not process a transaction if the fee exceeds the value of your transaction. In addition, your bank or card issuer may charge fees for a given transaction. We will display applicable fees for adding or removing Value prior to you completing the transaction.

Your bank may charge you non-sufficient funds ("NSF") or overdraft fees if you do not have sufficient funds to complete a transaction. You are responsible for maintaining an adequate balance in your Account and sufficient credit limits on your credit cards in order to avoid any overdraft, NSF or similar fees. Any and all NSFs are your sole responsibility. We reserve the right to report, suspend and/or terminate Accounts for chargeback abuse.

Right to a Collection Agency. You understand that if you have an unpaid balance and do not make satisfactory payment arrangements, your account may be placed with an external collection agency. You will be responsible for reimbursements of any fees from the collection agency, including all costs and expenses incurred collecting your account, and possibly including reasonable attorney's fees if so incurred during collection efforts.

Payment Limit. We shall establish and change certain limits for transactions based on the risk assessment, provided, however, that we shall have the right to establish and change certain reasonable limits for transactions in accordance with laws and regulations.

Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions associated with your receipt or transfer of digital currency, and/or to the Currency Transactions you conduct through the Wyre Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Wyre Account.

Cancellations. If your primary funding source has insufficient Value to cover the amount to be added, we may immediately cancel or reverse the transaction. We may try, but have no obligation to, attempt to fulfill add-Value transaction using an alternative payment method. You agree that we may debit any of your payment methods for the full or partial amount of your add-Value request plus any fees or amounts due us. We may resubmit debits or charges to your add-Value methods until all amounts owed by you to us are satisfied in full.

Abandoned Property. To the extent required by law, if you leave a balance unused for the period of time set forth by your state, country, or any other governing body in its unclaimed property laws, if you cancel your Account and leave a balance, or if we deactivate your account and you do not meet any conditions ne

cessary to reinstate it within six (6) months, we may close your account and send your balance to any mailing address you provide using the Service or, if required, escheat (send) your balance to your jurisdiction of residency (based on the jurisdiction associated with that mailing address).

**Regulatory Suspension or Termination.** We may suspend or terminate the Services at any time in connection with any transaction as required by Applicable Law and any Governmental Authority. Such suspension or termination shall not be constituted a breach of this Agreement by Wyre. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include where good cause exists, rejecting Transaction Request, freezing funds, or restricting you from using the Services.

Wyre reserves the right to refuse to process or to cancel any pending Currency Transaction as required by law or in response to a subpoena, court order, or other binding government order. Wyre cannot reverse a Currency Transaction which has been communicated to and confirmed by the Currency network.

Wyre has no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. Wyre is not responsible for ensuring that a buyer or a seller you are dealing with will actually complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party in connection with digital currency transferred using the Wyre Services, or if you have a dispute with such third party, you must handle it directly with that third party.

Any Currency Transaction conducted using the Wyre Services is final regardless of any defects in or non-delivery of any goods or services purchased in connection with such Currency Transaction, or any other aspect of your transaction or relationship with the relevant third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Wyre Support at [support@sendwyre.com](mailto:support@sendwyre.com) so that we may consider whether to take any action.

**Representations You Make to Us.** You represent and warrant to us that the following statements are and will remain true:

You are at least 18 years old and have the capacity to enter into a legally binding agreement.

You reside in, and will only access the Service from, a country or state where we permit the Service to be accessed.

You will not engage in any Prohibited Businesses or Prohibited Uses stated within this agreement. (Appendix I)

You will provide us with your legal identity and any supporting information and documents that we may request, including but not limited to a copy of your driver's license and a copy of your passport.

Any funds, fiat currency or virtual currencies, such as Bitcoin, used by you in connection with the Service are yours or you have the legal authority to use them and they are not subject to any liens, security interest or claims of any nature.

Your use of the Service complies with all applicable laws and regulations including, without limitation, requirements governing the maintenance and use of fiduciary accounts and custodial assets, all US export controls and economic sanctions requirements.

You are not in, under the control of, or a national or resident of, and will not supply any Value, product or service to anyone who is a Specially Designated National or fall into the scope of a country-based sanction program.

You will not do anything that could disable, overburden or impair the functionality, rendering or appearance of the Service, including through denial of service or other attacks.

All information you provide to us will be complete and accurate and you commit to keeping all information complete and accurate at all times.

**Termination and Cancellation.** In the event that you want to stop using the Service you can cancel your Account if you are in good standing and compliant with the terms of this Agreement and other policies. To cancel, simply remove all funds in your wallet and e-mail support@sendwyre.com stating that you would like to cancel your account. We will decide whether to cancel or suspend any pending transactions and we will need to hold funds until any applicable reversal windows are complete and all your obligations to us are satisfied. Of course, you may not cancel your Account in an effort to avoid paying amounts due us or if your activity is under investigation.

In some cases, we may terminate, suspend or otherwise restrict your Account and use of the Service, including if we receive facially valid legal process if we suspect your Account is connected to any Prohibited Use or Business, for violation of this Agreement or policies or to otherwise prevent loss. Your use of the Service is a privilege, and not a right and we reserve our right to terminate, suspend or restrict your access to the Service at any time to protect you, members and/or us as we deem necessary.

If your Account is terminated, subject to verification requirements, you will generally be permitted to transfer funds for thirty (30) days unless those transfers are otherwise prohibited.

**Disputes.** We work hard to resolve any disputes we may have through our support team. If we cannot, you and we agree that any dispute arising under or relating to your use of the Service or any action by us affecting your Account, either you or we may choose to resolve the dispute by binding arbitration, instead of in court. Any claim (except for a claim for intellectual property infringement, a abuse of the Service by members or the validity or enforceability of this arbitration provision, including the class action waiver) shall be resolved by binding arbitration if either side requests it.

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 9 (Entire Agreement) without the posting of a bond), any dispute between you and Wyre 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 American Arbitration Association ("AAA") rules for arbitration of consumer-related disputes (available from AAA on its website at [www.adr.org](http://www.adr.org)), as modified by this Agreement, or in accordance with rules on which we may mutually agree; provided, however, that to the extent a Dispute is within the scope of a small claims court's jurisdiction, either you or Wyre 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 county of your most recent physical address. 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 6. We each agree that the FAA, and not state law, shall govern whether a Dispute is

subject to arbitration.

**Survival of this Provision.** This arbitration provision shall survive; the closing of your account; voluntary payment of your account or any part of it; any legal proceedings to collect money you owe; any bankruptcy by you; and any sale by us of your account.

**You May Reject Arbitration.** You may reject the Arbitration agreement set forth in this Section but only if we receive from you a written notice of rejection within 30 days of your creation of your account. You must send the notification of rejection to support@sendwyre.com. Your rejection notice must include your name, address, phone number, registration email, user ID, and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions.

**Release and Aggregate Liability, No Warranty.**

WE TRY TO KEEP THE SERVICE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE SERVICE, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE. OPERATION OF THE SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE REAL OR PERCEIVED VALUE OF ANY VIRTUAL CURRENCY AS DENOMINATED IN ANY QUOTED CURRENCY. ALTHOUGH WE MAY PROVIDE HISTORICAL AND/OR REAL-TIME DATA REGARDING THE PRICE OF VIRTUAL CURRENCY, WE MAKE NO REPRESENTATIONS REGARDING THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF SUCH DATA, AND YOU SHOULD NOT RELY ON SUCH DATA FOR ANY REASON. YOU UNDERSTAND AND AGREE THAT THE VALUE OF VIRTUAL CURRENCY CAN BE VOLATILE, AND WE ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU MAY INCUR BY HOLDING OR TRADING VIRTUAL CURRENCY, EVEN IF THE SERVICE IS DELAYED, SUSPENDED, OR INTERRUPTED FOR ANY REASON. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTIES AS TO THE QUALITY, SUITABILITY, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY MATERIALS CONTAINED THEREIN. WE WILL MAKE REASONABLE EFFORTS TO ENSURE THAT ANY REQUESTS FOR ELECTRONIC DEBITS AND CREDITS INVOLVING BANK ACCOUNTS, CREDIT CARDS, AND CHECK ISSUANCES ARE PROCESSED IN A TIMELY MANNER BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING.

WE ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AND OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY FOR US OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE ACTUAL FEES PAID TO US BY YOU IN THE PRECEDING THREE (3) MONTHS OR US\$100 DOLLARS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL

L BE LIMITED TO THE FULLEST EXTENT PERMITTED.

If anyone brings a claim against us, our affiliates or service providers, and/or each of our or their respective officers, directors, agents, joint ventures, employees or representatives, related to your use of the Service, or any part thereof, including, without limitation, any developer tools or alleged violation of any laws, rules or rights, you indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

**Taxes.** We do not provide tax advice and you agree that you will determine any tax implications associated with your use of, and any transactions you may make using the Service. You should consult an accountant, lawyer or tax authorities in your jurisdiction to determine any tax consequences. **Privacy Policy.** Please see our Privacy Policy for information regarding how we collect and use information. The Privacy Policy is part of these Terms, so please make sure that you read it.

**Entire Agreement.** These Terms, including the Privacy Policy referenced herein, represent the entire understanding between you and us with respect to the matters discussed. Headings are included for convenience only, and shall not be considered in interpreting these Terms.

**Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Wyre without restriction, including without limitation to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the WYRE. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

**Amendment.** We may update or change this Agreement from time to time. Except as otherwise provided in this Agreement, we will notify you of any changes by electronic mail or by posting a link to the amended Agreement on our website. You may inform in written to us your non-acceptance of the new fees, then terminating the Agreement. If no written response is given and you continue to use the Services after we provide notice of such changes, your continued use constitutes an acceptance of the amended Agreement and an agreement to be bound by them.

**Waivers.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement shall not be construed to waive rights that cannot be waived under applicable consumer protection laws or regulations including, without limitation, the state money transmission laws in the state where you are located.

**Notices.** You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be "in writing."

**Severability.** Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, such determination will not affect the validity or enforceability of any other provision of this Agreement.

**Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement.

**Governing Law and Jurisdiction.** This Agreement is between you and Wyre, Inc., a company incorporated under the laws of Delaware, USA. You agree that the laws



of the State of California, without regard to principles of conflict of laws, govern this Agreement and any claim or dispute between you and us except to the extent governed by U.S. federal law.

**Force Majeure.** Neither you nor we will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, business risks, such as failures, unavailability, or disruptions of stock markets or currency exchange, acts of God, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

**Counterparts.** This Agreement may be executed in any number of counterparts and each such executed counterpart will be deemed to be an original instrument, but all such executed counterparts together will constitute one and the same instrument.

## APPENDIX 1: PROHIBITED BUSINESSES AND PROHIBITED USES

The following categories of businesses, business practices, and sale items are barred from using our services ("Prohibited Businesses"). By opening an Account, you confirm that you will not use the Service to transact in connection with the following businesses, activities, practices, or items:

- Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires license, including but not limited to exchanges of virtual currencies, sales of money orders or traveler's checks, and escrow services

- Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party

- Stolen goods

- Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs

- Gambling, except where permitted by and with our prior written permission

- Sports forecasting or odds-making

- Prostitution

- Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same

- Funding any of the items included on this Prohibited Businesses list

- Extortion, blackmail, or efforts to induce unearned payments

- Unlicensed sale of firearms and weapons

- Deceptive marketing practices

- Any business that violates any law, statute, ordinance or regulation

- Acting in concert with others or through multiple accounts that you control in order to circumvent per account trading limits.

You may not use your Account or the Service to engage in the following categories of activity ("Prohibited Use"). You confirm that you will not use your Account to do any of the following:

- Violating or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member (for example, those laws, rules, or regulations governing government financial services, controlled substances, or consumer protections)

- Partake in a transaction which involves the proceeds of any unlawful activity

- Partake in any transaction involving online gambling except where permitted and with our prior written permission

- Defraud or attempt to defraud us or our members

- Infringe our or any third party's intellectual property

- Provide false, inaccurate or misleading information
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information
- Interfere with another individual's or entity's access to or use of any part of the Services
- Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights of others
- Publish, distribute or disseminate any unlawful material or information
- Transmit or upload any viruses, Trojan horses, worms, or any other malicious programs
- Access the Service through programmatic means
- Act as a payment intermediary or aggregator or otherwise resell our Services, unless authorized by us in writing
- Transfer any rights granted to you by us to another party
- Use another user's password for any purpose
- Compromise Accounts, computer systems or networks connected to the Service through any means
- Use any Account other than the single Account created with your real identity

## APPENDIX 2: OPERATING STATES

Wyre is prohibited transacting and servicing users in the following states:

- New York
- New Hampshire
- North Carolina
- Connecticut
- Hawaii
- Vermont
- Virginia