



TERMS OF SERVICE

Vaulto Digital Assets Platform

Governing Your Use of Our Financial Services

Effective Date: January 1, 2024

IMPORTANT: These Terms of Service contain binding arbitration and class action waiver provisions. Please read carefully.

1. ACCEPTANCE OF TERMS

By accessing or using the Vaulto platform ("Platform"), you ("User," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not use our services.

Vaulto ("Company," "we," "us," or "our") provides digital asset services including stablecoins (vltUSD, vltUSDY, vltUSDe) and tokenized private equity investments. These services are subject to regulatory oversight and compliance requirements.

2. ELIGIBILITY AND ACCOUNT REQUIREMENTS

2.1 User Eligibility

- You must be at least 18 years of age

- You must be legally capable of entering into binding contracts
- You must not be located in a prohibited jurisdiction
- You must comply with all applicable laws and regulations
- You must meet accredited investor requirements for private equity services

2.2 Account Verification

Account creation requires completion of our Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures, including:

- Identity verification with government-issued identification
- Address verification
- Source of funds documentation
- Accredited investor status verification (for private equity services)
- Tax compliance documentation

3. SERVICES PROVIDED

3.1 Stablecoin Services

- **vltUSD:** Basic stablecoin pegged to the US Dollar
- **vltUSDY:** Yield-generating stablecoin with Treasury backing
- **vltUSDe:** Ethereum-integrated stablecoin for DeFi applications

3.2 Private Equity Services

- Tokenized shares in private companies (Perplexity, OpenAI, Stripe)
- Secondary market trading capabilities
- Portfolio management and reporting
- Dividend and distribution processing

3.3 Platform Features

- Digital wallet services
- Transaction processing and settlement
- Real-time portfolio tracking
- Regulatory reporting and tax documentation

4. USER OBLIGATIONS AND RESPONSIBILITIES

4.1 Account Security

- Maintain the confidentiality of your account credentials
- Use strong passwords and enable two-factor authentication
- Immediately notify us of any unauthorized account access
- Regularly monitor your account for suspicious activity

4.2 Compliance Requirements

- Comply with all applicable laws and regulations
- Provide accurate and current information
- Report taxable events as required by law
- Maintain records of transactions and holdings
- Cooperate with regulatory investigations and requests

4.3 Prohibited Activities

You may not use our Platform to:

- Engage in money laundering or terrorist financing
- Violate securities laws or regulations
- Manipulate markets or engage in fraudulent activities
- Access the Platform from prohibited jurisdictions
- Circumvent our security measures or verification procedures
- Use the Platform for illegal purposes

5. RISKS AND DISCLAIMERS

5.1 Investment Risks

Digital assets and private equity investments involve substantial risk of loss. You should only invest what you can afford to lose.

5.2 Specific Risks

- **Market Risk:** Value fluctuations due to market conditions
- **Liquidity Risk:** Difficulty selling or trading assets
- **Technology Risk:** Blockchain and smart contract vulnerabilities
- **Regulatory Risk:** Changes in laws affecting digital assets
- **Counterparty Risk:** Risk of third-party service provider failure
- **Custody Risk:** Loss or theft of digital assets

5.3 No Investment Advice

We do not provide investment, tax, or legal advice. All investment decisions are your sole responsibility. Consult with qualified professionals before making investment decisions.

6. FEES AND PAYMENT TERMS

6.1 Fee Structure

- Transaction fees for stablecoin operations
- Management fees for private equity holdings
- Network fees for blockchain transactions
- Withdrawal and deposit fees

6.2 Payment Terms

All fees are payable in advance or as incurred. Fee schedules are available on our Platform and may be updated with notice to users.

7. PRIVACY AND DATA PROTECTION

Your privacy is governed by our Privacy Policy, which is incorporated into these Terms by reference. We collect, use, and protect your personal information in accordance with applicable data protection laws.

8. INTELLECTUAL PROPERTY

8.1 Our Rights

The Platform, including all content, features, and functionality, is owned by Vaulto and protected by intellectual property laws. You may not copy, modify, or distribute our proprietary content without permission.

8.2 User Content

You retain ownership of content you submit but grant us a license to use such content for Platform operations and improvement.

9. LIMITATION OF LIABILITY

9.1 Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

10. INDEMNIFICATION

You agree to indemnify and hold harmless Vaulto from any claims, damages, or expenses arising from your use of the Platform, violation of these Terms, or violation of applicable laws.

11. DISPUTE RESOLUTION

11.1 Binding Arbitration

Any disputes arising from these Terms shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. You waive your right to a jury trial and to participate in class actions.

11.2 Governing Law

These Terms are governed by the laws of [Jurisdiction], without regard to conflict of law principles.

12. TERMINATION

12.1 Termination Rights

Either party may terminate this agreement with notice. We may suspend or terminate your account immediately for violations of these Terms or applicable laws.

12.2 Effect of Termination

Upon termination, you must cease using the Platform. We will assist with the orderly transfer of your assets subject to applicable laws and regulations.

13. REGULATORY COMPLIANCE

13.1 Securities Laws

Our tokenized private equity offerings may be securities subject to federal and state securities laws. Participation is limited to accredited investors and subject to investment limits.

13.2 Anti-Money Laundering

We maintain comprehensive AML programs and may report suspicious activities to relevant authorities as required by law.

14. MODIFICATIONS TO TERMS

We may modify these Terms at any time with notice to users. Material changes will be communicated with at least 30 days' notice. Continued use of the Platform constitutes acceptance of modified Terms.

15. MISCELLANEOUS

15.1 Entire Agreement

These Terms, together with our Privacy Policy and other referenced policies, constitute the entire agreement between you and Vaulto.

15.2 Severability

If any provision of these Terms is deemed invalid, the remaining provisions shall remain in full force and effect.

15.3 Assignment

You may not assign these Terms without our consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

CONTACT INFORMATION

Legal Department

Email: charliebc@vaulto.ai

Address: 2108 N ST STE N, Sacramento, CA 95816

For questions about these Terms, please contact our legal department using the information above.

© 2024 Vaulto. All rights reserved. This document is confidential and proprietary.