



Welcome to American Kryptos Bank

This Agreement is a contract between you and **American Time Holding LLC** with trademark **American Kryptos Bank**, a company registered within the United States.

1. Acceptance of the terms of use

By using our Digital Wallet service or opening your account at American Kryptos Bank and becoming a registered user, you warrant that: a) You have read, fully accept these terms of use in conjunction with your privacy policy; b) You have the age and the necessary capacities to accept and legally link to this agreement; c) If you are a company, company or other legal entity, you have the right, the power and the authority to enter into this agreement on behalf of said entity and to oblige it to comply with these terms.

2. Modification of the agreement

This agreement will be perfected by electronic signature. From that moment, the user will be subject to obligations and acquire rights, as appropriate and always having this contract as a basis.

American Kryptos Bank reserves the right to modify any part of this agreement at any time by posting the updated version on the website. The new version will take effect at the time of publication. If the modified version includes a substantial change, the site agrees to notify you at least 30 days in advance through its official channels and / or email. If you have made changes to this contract, the user continues to use and access the site, this means the total acceptance of said changes.

3. Description of the services provided

American Kryptos Bank offers a digital wallet that provides its users (People and Companies) with the Payment Processing service through its web platform. To make use of the American Kryptos Bank Digital Wallet, you must be registered with American Kryptos Bank and have a verified account. In order for a natural or legal person to pay through American Kryptos Bank, you must ask American Kryptos Bank to send the funds available in the wallet to the indicated recipient, this must be a registered bank account of the user who owns the wallet or any of the bank accounts registered in your American Kryptos Bank account. The user states that he



is aware that some of these services are subject to charges or commissions; These charges will be duly informed to the user at the time of making any transaction. The American Kryptos Bank Digital Wallet service is aimed at users within the following countries: South America: Venezuela, Colombia, Peru, Chile, Argentina, Brazil; Central America: Panama; North America: Mexico, United States; Europe: United Kingdom, Spain, Portugal, Italy, France, Germany, so it may be the case that a user from any other country does not have the possibility to use all the functions of the Website.

The site may, at its discretion, add other legal currencies t additional to those currently supported, or cease to support one or more of the legal currencies currently supported, if it deems appropriate, not being an obligation for the site add or maintain legal tender currencies other than current ones.

American Kryptos Bank does not provide financial, legal, risk advisory services in legal tender. American Kryptos Bank is an entity regulated by FinCEN - Financial Crimes Enforcement Network. The website and its use are subject to financial regulations of the United States. However, in the interests of transparency, security and the proper functioning of our service, American Kryptos Bank has AML and KYC policy compliance protocols.

4. Accounts and verification

For the use of the American Kryptos Bank Digital Wallet service, the user must be registered and have a verified account by providing a personal email for this purpose and setting up an access password to their account; hereinafter, access to the services of American Kryptos Bank will be made by supplying said email and password. To carry out the verification of the account, the user must complete the profile by providing the requested information, which must be completed with updated information, own and not from third parties, complete, sufficient and reliable. It will be the user's responsibility to respond to American Kryptos Bank and third parties for any inaccuracy or lack of updating regarding such information. The verification of the American Kryptos Bank account requires: a) an email address valid and verified by American Kryptos Bank; b) a user's Selfie photo; c) verification of the



identity document or passport of the user attaching a photo of good resolution. In the case of a legal person, the representative must provide the complete and updated information of the company, its shareholders and powers; d) Selfie photo with the identity document and a sheet with the following handwritten phrase "American Kryptos Bank - Date".

When requesting the verification of an account, you authorize American Kryptos Bank to, directly or through third parties, make inquiries, queries, database crossings and any other action deemed relevant to verify your identity and comply with the current provisions on prevention of money laundering and fraud, terrorist financing and bribery of public officials. American Kryptos Bank reserves the right to request additional information or documentation from its users, including after verification of said account.

It will be the sole responsibility of the user to maintain the confidentiality of his American Kryptos Bank account and of his access credentials; Therefore, the user is solely responsible for information management, updating and all activities related to account management. Any carelessness or lack of appropriate diligence on the part of the user in relation to the handling of the aforementioned information may result in unauthorized access by third parties, and the loss or theft of funds stored in the Digital Wallet. American Kryptos Bank will not be liable for loss or theft that the user may suffer due to unauthorized access by third parties as a result of hacking, theft or loss of access credentials. In case you suspect that your account has been or is being used by third parties, immediately notify our email support team csupport@americankryptosbank.com.

Only users who: a) have signed this agreement may access our services; b) have created an account through the web platform and verified the registration email. Additionally, some services will be subject to the user's account being duly verified by the Compliance Team of American Kryptos Bank. With the American Kryptos Bank Digital Wallet and the signing of this agreement, the user can make top-ups, withdrawals and send or receive payments ONLY to or from digital wallets within the American Kryptos Bank platform. Verified accounts may perform operations in legal



tender, that is: a) Receive, send or process payments in the legal tender of the countries supported by our platform; b) Make refills with the legal tender currencies supported by our platform; c) Make withdrawals to the bank account registered with American Kryptos Bank. These services will only be available to users who have an account duly verified by American Kryptos Bank.

5. Refills

The only means of recharging authorized at American Kryptos Bank are: **Assisted Payment:** They will be made by the user through the assisted payment chat of our platform, in which a receiving bank account will be indicated for the recharge of the Digital Wallet.

Credit Cards / Debit Card: To be accepted by the payment service provider. The use of the singularized cards above will be subject to what is established in these Terms and Conditions and in relation to their issuer, and to what is agreed in the respective Opening Contracts and Use Regulations.

Indirect Payments: They will be made through applications such as: Zelle, Venmo, CashApp and PopMoney, sending the funds to accounts created in these applications under the title of American Kryptos Bank.

PROVINCE RECHARGES ARE NOT ACCEPTED FROM THIRD PARTIES. Failure to respect this restriction will result in the total return of the funds, less the charges that American Kryptos Bank has to incur to make the return. The user who is in this situation should contact the support team through csupport@americankryptosbank.com and request the respective refund. Only the person holding the payment can request the refund of the money and will have to do it by opening an account in AKB to credit the payment in their wallet after being approved.

American Kryptos Bank reserves the right to add or remove any top-up method, temporarily or permanently.

6. Commissions

The American Kryptos Bank Digital Wallet charges fees for some transactions that are made by the user within its Web platform. These commissions will be duly



informed to the user before carrying out the operations, and will be fully debited at the time of completing the transaction, therefore, there are no and there will be no subsequent charges associated with these transactions. The transactions of sending and receiving payments between digital wallets of American Kryptos Bank are with zero rate.

American Kryptos Bank does not charge or charge memberships, maintenance fees or rights to use the service to its clients (natural and legal persons). Therefore, it is clarified that there are no persons authorized to make any payment on behalf of American Kryptos Bank. However, American Kryptos Bank reserves the right to establish membership or management fees for the use of its services. You can check the activities subject to commission and their costs by clicking on our website. American Kryptos Bank reserves the right to modify the commission structure, its rates and prices at any time. The continued use of the American Kryptos Bank Digital Wallet service and the American Kryptos Bank services after any change in the rates constitutes acceptance by the user for such change. In case of charges for service, transaction costs or charges that have not corresponded, the User may contact our Customer Service team to resolve this situation at csupport@americankryptosbank.com

7. Origin of the funds

The user declares, guarantees and ensures that the funds that are and will be credited to his Digital Wallet in legal tender, either via assisted payment, with credit cards, debit cards or through indirect payments, are his absolute property and that, in addition, it has authorization for its free administration. In addition, the user declares, guarantees and ensures that these funds do not come from, nor will they be used for / for illegal activities, terrorist financing and money laundering.

If we suspect that your American Kryptos Bank account has been or is being used for illegal purposes, you authorize American Kryptos Bank to share your information, your account information and the activity of the same with the competent authorities. American Kryptos Bank reserves the right to refuse to process any transaction, payment, exchange, credit or withdrawal of legal tender in the digital wallet, at its



sole discretion, if it is suspected that the user is involved (or has a high risk of involving) activities related to money laundering, terrorist financing, fraud, financial crimes, pornography, computer crimes or any activity that is not in accordance with the provisions of these terms of use. The user is obliged to provide any information that is requested by American Kryptos Bank and authorizes it to find out or obtain all the background that it requires (on its own or third parties), in relation to the origin of the funds, and American Kryptos Bank may freeze the funds if the user does not show the indicated origin.

8. Purpose of the funds

The user declares that his funds arranged in the American Kryptos Bank Digital Wallet will be used to: a) Save legal tender b) For sending / receiving payments between digital wallets within the American Kryptos Bank platform, c) Conversion of foreign exchange.

The user declares that he is aware that the funds available in his American Kryptos Bank Digital Wallet will not accrue readjustments or interest; It also declares that it understands that American Kryptos Bank is a payment service provider, and does not consider credit modalities, installment payments or overdrafts associated with the funds provided in the account.

American Kryptos Bank does not own the funds paid in the digital wallet by the user. The user may demand, at any time, without additional adjustments to the withdrawal commission and without interest, the total or partial withdrawal of their funds, either through withdrawals to the registered bank account (of their property) or to digital wallets of other users Registered on our platform.

9. Right to close accounts

American Kryptos Bank may cancel the account of any user, at its discretion, by email or telephone notification, unless an authority requests otherwise. You may also suspend access to your services if we suspect that the user has not complied with these Terms of Use, represents a risk of fraud, causes or attempts to cause operational difficulties on the Site, if required by any institution or authority (Federal or Local), if I manage accounts on behalf of third parties, if I act as an intermediary



/ beneficiary in schemes that in the judgment of American Kryptos Bank correspond to ponzi / pyramid schemes, if I will use funds owned by third parties or if I provide false, incomplete, inaccurate or misleading information. We will not be liable to the User for any loss incurred in connection with the closure or suspension of his account. On the other hand, if your digital wallet has no activity for more than twelve consecutive months, American Kryptos Bank reserves the right to suspend or delete your account.

American Kryptos Bank expressly reserves the right to cancel and / or close Accounts that have not been satisfactorily verified within 6 months.

The user can terminate this agreement, at any time and therefore request the total closure of his account once the withdrawal of the funds stored in it has been made. By creating an account, the user accepts that the decision to cancel or block it may be based on confidential criteria essential to the risk prevention protocols of American Kryptos Bank, so the user understands and accepts that, in this In the latter case, the site has no obligation to disclose details of these internal protocols.

10. Withdrawal of funds

All withdrawals of the funds from the digital wallet in legal tender will be executed upon customer's request. To make withdrawals of the funds available in the digital wallet, the user must have a verified account in American Kryptos Bank and also register a bank account. After requesting the withdrawal of the funds available in the digital wallet, American Kryptos Bank will verify the data and make the payment of the money in the user's account in a period of 0 to 48 business hours, and the funds may be available in the user's bank account in up to 72 business hours. The user declares to be aware that there are charges for services and other charges that may be applicable for requests for withdrawal of legal tender, these fees are automatically debited from the user's account at the time of filing the withdrawal and will be duly informed to the user before making the request.

In the case of users with canceled or suspended accounts, it is clarified that the suspension or closure of an account does not affect the payment of charges for use of the service, for withdrawal requests, nor does it imply the return of commissions



charged for past transactions. The user who has a closed account must also register a valid bank account of a bank and its ownership; otherwise, American Kryptos Bank may refrain from making such payment online and the user must contact American Kryptos Bank through csupport@americankryptosbank.com to inquire about the withdrawal protocol. In case of canceling or blocking a previously accepted account, American Kryptos Bank reserves the right to request to fill out a client knowledge form and request a statement of origin of funds and any other identity verification background that is necessary in American's judgment. Kryptos Bank, before allowing the withdrawal or transfer of funds held in the digital wallet at the date of its cancellation, closing or blocking.

When closing an account, if the restitution costs of any amount due to the user are greater than the amount that is intended to be restored, the user accepts that no refund be made.

11. Limitation of liability

American Kryptos Bank offers its services "as is" and "as available". American Kryptos Bank does not guarantee that the services will operate error-free, nor does it guarantee continuous and uninterrupted access to the site or sections thereof. In this sense, the service may not be available due to technical difficulties, internet failures, or for any other circumstance outside or own to American Kryptos Bank; In such cases, efforts will be made to restore it as quickly as possible, without any responsibility being imposed on it. American Kryptos Bank also reserves the right to voluntarily affect the availability of services to perform maintenance, both preventive and corrective, to update its content, to safeguard the security and integrity of the site or for similar causes or purposes.

In this act, the user guarantees that he makes use of the services at his own will and at his own risk. The user states that he knows in detail the nature of the web platform, of the services offered, including digital wallets. Likewise, the user declares himself fit to use the service, and therefore it is his absolute responsibility to correctly or not carry out transactions, exchanges, payments and withdrawals in the digital wallet, as well as the use of the other services offered. American Kryptos Bank is not



responsible for misapplied transactions by the user that result in loss of funds, loss of income, loss of data, indirect or consequential, unless the loss has been caused by serious fault or intent of American Kryptos Bank, in this case, is the user who must prove these circumstances.

The American Kryptos Bank digital wallet can be used as a means / method of payment between platform users. American Kryptos Bank will not act as a mediator between the parties. Users voluntarily agree to the transaction between wallets.

12. Tax obligations

The user is solely responsible for determining, calculating, declaring, paying and complying with their tax obligations that are their responsibility. American Kryptos Bank is not obliged to determine or remit the User Taxes to any tax authority that arises from any transaction.

13. Notices and notifications

The User accepts in this act that American Kryptos Bank regularly sends communications, notifications and other information related to its digital wallet, as well as other services offered by our platform. These may be sent via electronic format and will be considered "in writing."

14. Privacy Policy

See our Privacy Policy for information on how we collect and use the information. The Privacy Policy is part of these Terms, therefore, be sure to read it.

15. Applicable Law

This agreement shall be governed exclusively by the Patriot law of the United States. Any dispute or dispute relating to this agreement shall be submitted exclusively to the arbitration of regulatory entities of the United States.

16. Contact

If you have any questions, complaints, comments or suggestions regarding these Terms of Use and your rights and obligations for the use of the site and its services, you can contact us at csupport@americankryptosbank.com