

TERMS AND CONDITIONS OF THE IOU USDV PROGRAM

Effective Date: Mar 01, 2025

1. Introduction

These Terms and Conditions (the “Agreement”) govern participation in the IOU USDV Program (the “Program”), which is administered by VlinkPay (“Company”) and allows eligible participants (“Members”) to exchange VMM V2 tokens for an IOU agreement with periodic interest payments in USDV.

By enrolling in this Program, Members acknowledge and expressly agree to the terms set forth herein and affirm compliance with all applicable federal, state, and local laws, including but not limited to the Texas Business & Commerce Code, the Texas Securities Act, the Texas Finance Code, and U.S. federal financial regulations.

2. Regulatory & Legal Compliance

2.1 No Investment, Securities, or Lending Classification

- This Program is not a bank deposit, security, or financial investment vehicle and does not constitute a lending or brokerage service.
- VlinkPay is not a registered investment adviser, broker-dealer, or financial institution under Texas or U.S. federal law.
- The issuance of IOUs in exchange for tokens does not confer equity, ownership, or proprietary rights in VlinkPay or any affiliated entity.

2.2 Compliance with Securities and Financial Laws

- Participation in this Program may constitute a regulated financial transaction under the Texas Securities Act and applicable federal securities laws.
- VlinkPay reserves the right to modify Program terms in response to regulatory determinations, rule changes, or enforcement actions by any competent authority.

2.3 Member Representations and Warranties

By enrolling in the Program, Members represent, warrant, and covenant that they:

- Are at least eighteen (18) years of age and legally competent to enter into binding contracts.
- Have completed the Know Your Customer (KYC) verification process as required by applicable Anti-Money Laundering (AML) regulations.
- Are solely responsible for ensuring that their participation in this Program complies with applicable laws in their country, state, or jurisdiction.

3. IOU Terms and Interest Structure

Members may select from the following fixed-term IOU packages:

| Term | Monthly Interest Rate | Total Interest Earned | Interest Payout Frequency |
|-----------|-----------------------|-----------------------|---------------------------|
| 6 Months | 4% | 24% | Every 15 days |
| 12 Months | 5% | 60% | Every 15 days |

3.1 Interest Payment Provisions

- Interest is paid exclusively in USDV every 15 days.
- Interest rates are fixed and do not compound.
- VlinkPay reserves the right to modify, suspend, or defer interest payments due to market conditions, regulatory changes, or force majeure events.

4. Referral Commission Structure

The Program offers limited referral-based commission incentives:

IOU Package Eligible Commission Levels Breakdown

| | | |
|----------|----------|--|
| \$20,000 | 5 levels | L1: 50%, L2: 20%, L3: 15%, L4: 10%, L5: 5% |
| \$10,000 | 3 levels | L1: 50%, L2: 20%, L3: 15% |
| \$5,000 | 1 level | L1: 50% |

4.1 Compliance & Consumer Protection Restrictions

- This Program is not a multi-level marketing (MLM) scheme or pyramid scheme.
- Referral bonuses are contingent upon actual program participation and do not require recruitment of additional participants.
- VlinkPay reserves the right to cap, suspend, or revoke referral commissions at its sole discretion.

5. Withdrawal, Redemption & Early Termination

- The principal amount of the IOU is returned in full upon the maturity date of the selected package.
- Early withdrawal requests are subject to approval and will incur the following penalties:

5.1 Early Withdrawal Penalties:

- 30% deduction from the principal amount.
- Forfeiture of all accrued interest.

- VlinkPay reserves the right to reject or defer early withdrawal requests due to platform liquidity constraints, regulatory requirements, or security considerations.

6. Taxation & Reporting Obligations

- Members acknowledge and agree that interest earnings may constitute taxable income under U.S. federal and Texas state tax laws.
- If required by law, VlinkPay will issue IRS Form 1099-INT for interest payments exceeding the applicable reporting threshold.
- Members are solely responsible for reporting and remitting any taxes owed in their jurisdiction.

7. Fees & Transaction Costs

- Members are subject to early withdrawal penalties as defined in Section 5.
- Conversion and transaction fees may be applied based on prevailing rates disclosed on the VlinkPay platform.
- VlinkPay does not assume liability for third-party exchange fees, gas fees, or blockchain network fees incurred during transactions.

8. Risk Acknowledgment & Limitation of Liability

- Participation in the Program involves market, liquidity, and regulatory risks.
- VlinkPay does not guarantee future performance, liquidity, or return of funds beyond stated interest rates.
- This Program is not insured, collateralized, or protected under any federal or state deposit insurance program (e.g., FDIC, SIPC).

9. Amendments & Termination of the Program

- VlinkPay reserves the right to amend these Terms at any time.
- If required by federal or Texas regulatory authorities, the Program may be altered, suspended, or terminated without prior notice.
- Members will receive written notice of material changes via official communication channels.

10. Dispute Resolution & Governing Law

10.1 Mandatory Arbitration

- Any dispute arising under this Agreement shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

- Arbitration shall take place in Texas, and any arbitral award shall be final and enforceable in any court of competent jurisdiction.

10.2 Class-Action Waiver

- Members expressly waive their right to file or participate in class-action lawsuits related to this Program.

10.3 Governing Law & Jurisdiction

- This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of law principles.
- Members agree that any legal action outside of arbitration shall be brought exclusively in the courts of Texas.

11. Contact & Support

For inquiries, compliance questions, or dispute resolution, contact support@vlinkpay.com.

Acknowledgment & Acceptance

By participating in the IOU USDV Program, Members affirm that they have read, understood, and voluntarily agreed to these Terms and Conditions.