

DBS USER AGREEMENT

This is a contract between you and Duality Blockchain Solutions ("DBS"). By signing up to use an account through duality.solutions, or any associated websites, APIs, or mobile applications (collectively the "DBS Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our [Privacy Policy](#) and E-Sign Consent.

Last updated: 2019

PART 1: GENERAL USE

1. Basic DBS Services.

1.1. Eligibility. To be eligible to use the DBS Services, you must be at least 18 years old.

1.2. DBS Services. Your DBS account ("DBS Account") encompasses the following basic DBS services: One or more hosted Digital Currency wallets that allow users to store certain supported digital currencies, and to track, transfer, and manage supported Digital Currencies (the "Hosted Digital Currency Wallet"); and Digital Currency conversion services through which users can buy and sell Digital Currencies in transactions with DBS (the "Conversion Services) (collectively the "DBS Services"). Digital Currency means digital currencies like Bitcoin or Dynamic. **As with any asset, the value of digital currencies can go up or down and you can lose money buying, selling, holding or investing in digital currencies. DBS and its products are not registered with the U.S. Securities and Exchange Commission. DBS does not offer securities services and you understand that investor protections available under the securities laws do not apply to your use of the DBS platform or DBS Services.**

2. Creating a DBS Account.

2.1. Registration of DBS Account. In order to use the DBS Services, you will need to register for a DBS account (a "**DBS Account**"). During the registration process, we will ask you for information, including your name and other personal information to verify your identity. We may, in our sole discretion, refuse to open a DBS Account for you, or limit the number of DBS Accounts that you may hold.

2.2. Identity Verification. During registration of your DBS Account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the DBS Services. Your access to one or more DBS Services and the limits that apply to your use of the DBS Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary 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 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. This is an identity check only and should have no adverse effect on your credit rating.** Additionally, we may require you to wait some amount of time after completion of a transaction, before permitting you to use further DBS Services and/or before permitting you to engage in transactions beyond certain volume limits. This includes authorizing your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to DBS with your wireless operator account profile information for the duration of the business relationship.

3. Hosted Digital Currency Wallet.

3.1. In General. Your Hosted Digital Currency Wallet enables you to store, track and manage supported Digital Currencies contained in your Hosted Digital Currency Wallet. Upon verification a government issued identification card and a picture of yourself, you will

have the ability to request, send and receive, and store Digital Currency from, third parties by giving instructions through the DBS Site (each such transaction is a "**Digital Currency Transaction**").

DBS reserves the right to refuse to process or to cancel any pending Digital Currency Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. DBS cannot reverse a Digital Currency Transaction which has been broadcast to a Digital Currency network. The Hosted Digital Currency Wallet services are available only in connection with those Digital Currency that DBS, in its sole discretion, decides to support. The Digital Currency that DBS supports may change from time to time. If you have any questions about which Digital Currencies DBS currently supports, please visit <https://www.duality.solutions>. Under no circumstances should you attempt to use your Hosted Digital Currency Wallet services to store, send, request, or receive digital currencies in any form that are not supported by DBS. DBS assumes no responsibility or liability in connection with any attempt to use DBS Services for digital currencies that DBS does not support.

3.2. Digital Currency Transactions. DBS processes supported Digital Currency according to the instructions received from its users and we do not guarantee the identity of any user, receiver, requestee or other party. **You should verify all transaction information prior to submitting instructions to DBS. In the event you initiate a Digital Currency Transaction by entering the recipient's email address and the recipient does not have an existing DBS Account, DBS will email the recipient and invite them to open a DBS Account. If the designated recipient does not open a DBS Account within 30 days, DBS will return the supported Digital Currency associated with the transaction to your DBS Account.** Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A transaction is not complete while it is in a pending state. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in your DBS Account balance or be available to conduct transactions. DBS may charge network fees (miner fees) to process a Digital Currency transaction on your behalf. DBS will calculate the network fee in its discretion, although DBS will always notify you of the network fee at or before the time you authorize the transaction. DBS reserves the right to delay any Digital Currency Transaction if it perceives a risk of fraud or illegal activity.

3.3. Digital Currency Storage & Transmission Delays. **DBS securely stores all Digital Currency private keys in our control in a combination of online and offline storage.** As a result, it may be necessary for DBS to retrieve certain information from offline storage in order to facilitate a Digital Currency Transaction in accordance with your instructions, which may delay the initiation or crediting of such Digital Currency Transaction for 48 hours or more. You acknowledge and agree that a Digital Currency Transaction facilitated by DBS may be delayed.

3.4. Third Party Payments. DBS 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 (including other users of DBS Services). DBS is not responsible for ensuring that a buyer or a seller you may transact 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 DBS Services, or if you have a dispute with such third party, you must resolve the dispute directly with that 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 DBS Support at <https://www.duality.solutions> so that we may consider what action to take, if any.

3.5. DBS Vault. You may elect to use the DBS Vault to store supported Digital Currency. The DBS Vault allows users to set withdrawal time-delays and/or to require the electronic approval of multiple individuals designated by the user before transfers may be completed. DBS also offers an advanced Vault which allows users the option to view, control, and distribute private keys of associated Digital Currency to multiple third parties whose majority approval will be required to transfer associated Digital Currency (the "Multisig Vault"). **DBS cannot restore encrypted private keys or otherwise recover private keys which are not within DBS's control. If you use the Multisig Vault you acknowledge that DBS is not responsible for transferring, safeguarding, or maintaining private keys and/or Digital Currency associated with the Vault.** If you and/or co-signing authorities lose, mishandle, or have stolen associated Digital Currency private keys, or if your cosigners refuse to provide requisite authority, you acknowledge that you may not be able to recover associated Digital Currency, and that DBS is not responsible for such loss.

3.6 Operation of Digital Currency Protocols. For Digital Currencies other than Dynamic (DYN) or Sequence (SEQ) DBS does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the DBS platforms, you acknowledge and agree (i) that DBS is not responsible for operation of the underlying protocols and that DBS makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the Digital Currency you store in the DBS platform. In the event of a fork, you agree that DBS may temporarily suspend platform operations (with or without advance notice to you) and that DBS may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that DBS assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

4. [RESERVED]

5. [RESERVED].

6. General Use, Prohibited Use, and Termination.

6.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the DBS Site, and related content, materials, information (collectively, the "Content") solely for approved purposes as permitted by DBS from time to time. Any other use of the DBS Site or Content is expressly prohibited and all other right, title, and interest in the DBS Site or Content is exclusively the property of DBS and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. <https://www.duality.solutions> and all logos related to the DBS Services or displayed on the DBS Site are either trademarks or registered marks of DBS or its licensors. You may not copy, imitate or use them without DBS's prior written consent.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the DBS Site, the DBS Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the DBS Site are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third party sites accessible or linked to the DBS Site,

6.3. Third-Party Applications.

6.4. Prohibited Use. In connection with your use of the DBS Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your DBS Account and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.

6.5. Transactions Limits.

6.6. Suspension, Termination, and Cancellation. DBS may: (a) suspend, restrict, or terminate your access to any or all of the DBS Services, and/or (b) deactivate or cancel your DBS Account if:

- We are so required by a facially valid subpoena, court order, or binding order of a government authority; *or*
- We reasonably suspect you of using your DBS Account in connection with a Prohibited Use or Business; *or*
- Use of your DBS Account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; *or*
- Our service partners are unable to support your use; *or*
- You take any action that DBS deems as circumventing DBS's controls, including, but not limited to, opening multiple DBS Accounts or abusing promotions which DBS may offer from time to time.

If DBS suspends or closes your account, or terminates your use of DBS Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits DBS from providing you with such notice. You acknowledge that DBS's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to DBS's risk management and security protocols. You agree that DBS is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer Digital Currency or funds associated with your Hosted Digital Currency Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order. You may cancel your DBS Account at any time by withdrawing all balances and visiting <https://platform.duality.solutions/user/login>. You will not be charged for canceling your DBS Account, although you will be required to pay any outstanding amounts owed to DBS. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

6.7. Relationship of the Parties. DBS is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and DBS to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or DBS to be treated as the agent of the other.

6.8. Privacy of Others; Marketing

6.9. Password Security; Contact Information. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the DBS Services. Any

loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your DBS Account by third-parties and the loss or theft of any Digital Currency and/or funds held in your DBS Account and any associated accounts. You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. **We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of DBS and/or failure to follow or act on any notices or alerts that we may send to you.** In the event you believe your DBS Account information has been compromised, contact DBS Support immediately at <https://www.duality.solutions>

6.10. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the DBS 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 DBS Account.**

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

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact DBS. If you have any feedback, questions, or complaints, contact us via our Customer Support webpage at <https://www.duality.solutions> or write to us at DBS Customer Support, 110 East Houston Street, 7th Floor, San Antonio, TX 78205. When you contact us please provide us with your name, address, and any other information we may need to identify you, your DBS Account, and the transaction on which you have feedback, questions, or complaints.

7.2. Arbitration; Waiver of Class Action. If you have a dispute with DBS, you agree to contact DBS through our support team to attempt to resolve any such dispute amicably. **If we cannot resolve the dispute through the DBS support team, you and we agree that any dispute arising out of or relating to this Agreement or the DBS Services, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory,**

shall be resolved through binding arbitration, on an individual basis (the “Arbitration Agreement”). Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small-claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class or non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>). This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY “CLASS ACTION WAIVER”). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND DBS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Arbitration Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. If a court decides that any provision of this section is invalid or unenforceable, that provision shall be severed and the other parts of this section 7.2 shall still apply. In any case, the remainder of this User Agreement, will continue to apply.

8. General Provisions.

8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from DBS. Always log into your DBS Account through the DBS Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2. Release of DBS; Indemnification. If you have a dispute with one or more users of the DBS services, you release DBS, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold DBS, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability; No Warranty. IN NO EVENT SHALL DBS, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR DBS ACCOUNT OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE DBS SITE OR THE DBS SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF DBS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT DBS FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE DBS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DBS

SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. DBS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE DBS SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

DBS makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Site. DBS will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but DBS makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

8.4. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and DBS as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and DBS. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

8.5. Amendments. We may amend or modify this Agreement by posting on the DBS Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the DBS Services, or suspension or termination of your access to the DBS Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

8.6. Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any DBS affiliates or subsidiaries, or to any successor in interest of any business associated with the DBS Services. 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.

8.7. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.8. Change of Control. In the event that DBS 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.

8.9. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, DBS Account cancellation, debts owed to DBS, general use of the DBS Site, disputes with DBS, and general provisions, shall survive the termination or expiration of this Agreement.

8.10. Governing Law. You agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and DBS, except to the extent governed by federal law.

8.11. Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

8.12. English Language Controls. Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

8.13. Non-Waiver of Rights. This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.

APPENDIX 1: PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE

Prohibited Use

You may not use your DBS Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of DBS Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at 110 East Houston Street, 7th Floor, San Antonio, TX 78205 or <https://www.duality.solutions>. By opening a DBS Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where DBS conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the DBS Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the DBS Site, other DBS Accounts, computer systems or networks connected to the DBS Site, through password mining or any other means; use DBS Account information of another party to access or use the DBS Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's DBS Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of DBS
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any DBS Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the DBS Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud DBS, DBS users, or any other person; provide any false, inaccurate, or misleading information to DBS
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance

- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of DBS intellectual property, name, or logo, including use of DBS trade or service marks, without express consent from DBS or in a manner that otherwise harms DBS or the DBS brand; any action that implies an untrue endorsement by or affiliation with DBS

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from DBS Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of DBS Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at 110 East Houston Street, 7th Floor, San Antonio, TX 78205 or <https://www.duality.solutions..>

By opening a DBS Account, you confirm that you will not use DBS Services in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis

- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bong, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

Conditional Use

Express written consent and approval from DBS must be obtained prior to using DBS Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at 110 East Houston Street, 7th Floor, San Antonio, TX 78205 or <https://www.duality.solutions>. DBS may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced onboarding procedures, and operate subject to restrictions if you use DBS Services in connection with any of following businesses, activities, or practices:

- **Money Services:** Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the DBS Services
- **Charities:** Acceptance of donations for nonprofit enterprise

- **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize
- **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization