



# Ephelia Mint User Agreement

Last updated: December 01, 2025

This Ephelia Mint account User Agreement (this "Agreement") is a contract between you ("you" or a "User") and Ephelia US PS, LLC ("Ephelia," "we," or "us") that applies to your use of a Ephelia Mint account ("Ephelia Mint account"). This Agreement only applies to Users located outside the European Economic Area ("EEA"). The Ephelia Terms and Bridged **es-Currencies** Terms which are described more fully below, apply to your **es-Currencies**, Bridged **es-Currencies** and your Ephelia Mint account, as applicable. From and after the date set forth above, this Agreement shall govern your use of any Ephelia Mint account. For the avoidance of doubt, your access to the Services is contingent on your maintenance of a Ephelia Mint account and access to Ephelia Mint. By registering for a Ephelia Mint account or using any of the Services, you agree that you have read, understood and accept all of the terms and conditions contained in this Agreement as well as the Ephelia Privacy Policy, Cookie Policy, and E-Sign Consent Policy, and you acknowledge and agree that you will be bound by these agreements and policies. Note that this Agreement uses the term "Digital Currency" to refer to **es-Currencies**, Bridged **es-Currencies** or any other digital currencies, cryptocurrencies, virtual currencies, or digital assets. For the avoidance of doubt, where used herein, the term "funds" includes Digital Currency. Not all Supported Digital Currencies are available for use in, or are compatible with, all of our Services. You must carefully consider the terms related to Supported Digital Currencies herein (including, without limitation, Sections 2 and 12, before attempting to deposit, hold, transact in, or send a Digital Currency using the Platform). Please note that Section 26 contains an arbitration clause and class action waiver. By agreeing to this Agreement, you agree to resolve all disputes, except as otherwise set forth in Section 26, through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action. Section 27 of this Agreement governs how this Agreement may be changed over time; the date of the last update is set forth at the top of this Agreement.



## Index

1. Eligibility; Limitations; Registration Process; Identity Verification .....	4
Eligibility; Limitations .....	4
Registration Process; Identity Verification .....	4
2. Services .....	5
2.1 Ephelia-related Services .....	5
2.2 Bridged es-Currencies-related Services .....	5
2.3 Other Currencies-related Services .....	5
2.4 Wallet Services .....	5
2.5 Digital Currency Transfers .....	6
2.6 Multichain Swapping .....	7
2.7 Treasury Services .....	7
2.8 Payment Processing Services .....	7
2.9 Trading Services.....	7
3. Custody .....	8
4. Asset Ownership .....	8
5. No Investment Advice .....	8
6. Privacy .....	9
7. Communications.....	9
8. Security of User Information .....	9
9. Account Suspension & Closure.....	9
10. Fees.....	10
11. Ephelia-Specific Terms, Bridged es-Currencies-Specific Terms .....	10
12. Forks, Advanced Protocols, Other Digital Currencies & Supplemental Protocols Not Supported; Bridging .....	11
Forks .....	11
Certain Protocols .....	12
Bridged es-Currencies .....	12
13. Mobile Services.....	12
14. No Deposit Insurance.....	13



15. Transaction Limits .....	13
16. Right to Change/Remove Features or Suspend/Delay Transactions .....	13
17. Insufficient Funds .....	13
18. Refund; Reversal .....	13
19. Blocked Addresses & Forfeited Assets .....	14
20. Restricted Activities and Prohibited Transactions .....	14
21. Taxes .....	15
22. Indemnification; Release .....	15
23. Limitation of Liability; No Warranty .....	16
24. Unauthorized and Incorrect Transactions .....	16
Unauthorized and Incorrect Supported Digital Currency Transactions .....	17
Notifying Ephelia of an Unauthorized Supported Digital Currency Transaction or Error .....	17
Notification Process .....	17
Steps Ephelia Will Take Following Notification .....	18
Errors We Discover .....	18
Your Liability for Unauthorized Supported Digital Currency Transactions .....	18
25. Right to Set Off .....	19
26. Arbitration .....	19
27. Amendments .....	19
28. Assignment .....	20
29. Change of Control .....	20
30. Survival; Force Majeure .....	20
31. Third Party Applications .....	20
32. Website; Third Party Content .....	20
33. State-Specific Disclosures .....	21
34. Unclaimed Property .....	21
35. Applicable Law; Legal Compliance .....	21
36. Governing Law; Venue .....	22
37. Entire Agreement .....	22
38. User Support .....	23



## 1. Eligibility; Limitations; Registration Process; Identity Verification

### Eligibility; Limitations

Ephelia Mint and the Services are currently only available to institutions located in supported jurisdictions. For a complete list of currently supported jurisdictions, please see [here](#). In registering to use Ephelia Mint, Services and get a Ephelia Mint account on behalf of an entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf, and (iii) such organization (and any affiliate entity) must not have been previously suspended or removed from the Services or any other service or product offered by Ephelia or its affiliate entities. Use of certain Services may have further eligibility requirements that will need to be verified prior to you using such Services or from time to time in order to continue your use of the Services and may be subject to additional terms and conditions.

By accessing or using your Ephelia Mint account and the Services, you further represent and warrant that:

1. you are at least 18 years old and are not a Restricted Person, nor are you resident of a Restricted Territory (each as defined in Section 35 below).
2. you will not be using your Ephelia Mint account and Services for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, data, terrorism financing, other violent activities or any prohibited market practices, including, but not limited to, those listed under Section 20.

You also understand that there are additional representations and warranties made by you elsewhere in (or by reference in) this Agreement and that any misrepresentation by you is a violation of this Agreement. When you set up a Ephelia Mint account, you will be required to designate an administrator for your account. Ephelia may, in its discretion, grant access to your Ephelia Mint account and some or all of the Services to other persons at your firm (e.g. your employees) (such persons, "Additional Users"). Such access is subject to Ephelia's review and approval, and such Additional Users' agreement to all of the terms hereof. To the extent that you choose to have Additional Users have access to the Ephelia Mint account, you will have to designate those Additional Users and manage their access to your account. By you requesting such access, you and all Additional Users automatically agree to this Agreement. If Ephelia determines that you or any of your Additional Users have violated this Agreement, including, but not limited to, transacting with Blocked Addresses (as defined in Section 19) or engaging in Restricted Activities or Prohibited Transactions then Ephelia may be forced to terminate your Ephelia Mint account. Notwithstanding the foregoing, Ephelia may determine not to make the Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location. We may also, without liability to you or any third party, refuse to let you register for a Ephelia Mint account in Ephelia's sole discretion.

### Registration Process; Identity Verification

When registering your Ephelia Mint account, you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name and the legal name of your organization. You also agree to provide us, when registering a Ephelia Mint account and on an ongoing basis, any additional information we request for the purposes of identity verification and the detection of money



laundering, terrorist financing, fraud, or any other financial crime. You permit us to keep a record of such information and authorize us to make the inquiries, whether directly or through third parties, that we consider necessary or desirable 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 understand, 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. In certain circumstances, we may require you to submit additional information about yourself or your business, provide records, and complete other verification steps (such process, "Enhanced Due Diligence"). You represent and warrant that all information provided to us pursuant to this Agreement is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible. From time to time we may be required to request further information or review or update existing information regarding your account or your transactions to comply with applicable laws and regulation, and in some cases, payment network or ACH rules. Failure to provide such information, if requested by Ephelia, in a timely fashion may result in the suspension of your ability to use the Services (until you provide such information) or the closure of your Ephelia Mint account. We reserve the right to maintain your account registration information after you terminate your Ephelia Mint account for business and regulatory compliance purposes, subject to applicable laws and regulation.

## 2. Services

Ephelia offers the following Services in connection with your Ephelia Mint account:

### 2.1 Ephelia-related Services

Ephelia provides Ephelia-related services, which are described more fully in Section 11 and in the Ephelia Terms. The Ephelia Terms are incorporated herein by reference.

### 2.2 Bridged es-Currencies-related Services

Ephelia provides Bridged **es-Currencies**-related services, which are described more fully in Section 11 and in the Bridged **es-Currencies** Terms. The Bridged **es-Currencies** Terms are incorporated herein by reference.

### 2.3 Other Currencies-related Services

Ephelia provides other services-related services, which are described more fully in Section 11 and in the Ephelia Terms. The Ephelia Terms are incorporated herein by reference.

### 2.4 Wallet Services

Ephelia provides access to hosted Digital Currency wallet(s) ("Hosted Wallet"). Your Hosted Wallet allows you to store, track, transfer, and manage your balances of Supported Digital Currencies. We store Supported Digital Currency private keys, which are used to process transactions, using industry standard security procedures and controls in a combination of online and offline storage. Based on our use of our security controls, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate certain transactions in accordance with your instructions, and you acknowledge that this may delay



the initiation or crediting of such transactions. You own the Digital Currencies held in your Hosted Wallet. For so long as you custody your Digital Currencies in a Hosted Wallet with Ephelia, Ephelia maintains control over the private keys associated with the blockchain addresses holding your Digital Currency. While you may generally withdraw your Digital Currency by sending it to an external blockchain address at any time, your ability to do so is subject to outages and downtime of the Ephelia website and Ephelia's policies. When using the Platform, you will have access to information regarding your balances, type and amount of Supported Digital Currencies in your Hosted Wallet, individual transactions and fees.

## 2.5 Digital Currency Transfers

When you or a third party sends Digital Currency to a Hosted Wallet from an external wallet not hosted on Ephelia ("Inbound Transfers"), the person initiating the transfer is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miners' fees in order for the transaction to be successful. Failure to pay such fees may cause an Inbound Transfer to remain in a pending state outside of Ephelia's control and we are not responsible for delays or losses incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Currency which conforms to the particular Hosted Wallet into which funds are directed. For example, if you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other Digital Currency. Ephelia incurs no obligation whatsoever with regard to unsupported Digital Currency sent to a Ephelia Mint account or incompatible Hosted Wallet. Erroneously transmitted funds will be lost.

You agree, represent, and warrant that all Inbound Transfers are not the direct or indirect proceeds of any criminal or fraudulent activity. We reserve the right to investigate the source of any funds in your account and determine, in our sole discretion, how to handle their disposition. Following our review of any funds in question and the circumstances by which you received them, we may determine that you are not the owner of such funds.

If such a determination is made, we reserve the right to dispose of these funds in accordance with applicable laws and regulations and in our sole discretion, which may include, but is not limited to, returning them to the destination of their origin.

When you send Digital Currency from your Hosted Wallet to an external wallet ("Outbound Transfers" and together with Inbound Transfers, "Digital Currency Transfers"), such transfers are executed at your instruction by Ephelia. You should verify all transaction information prior to submitting instructions to us. Ephelia shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Digital Currency Transfers cannot be reversed once they have been broadcast to the relevant blockchain, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Ephelia does not control any blockchain or Digital Currency network and makes no guarantees that a Digital Currency Transfer will be confirmed by a Digital Currency network. Ephelia may refuse to process or cancel any pending Outbound Transfers as required by law or any court or other authority to which Ephelia is subject in any jurisdiction. Additionally, Ephelia may require you to wait some amount of time after completion of a Digital





Currency Transfer before permitting you to use further Services and/or before permitting you to engage in transactions beyond certain volume limits.

## 2.6 Multichain Swapping

**es-Currencies** are supported on multiple blockchains, including, for example, on Ethereum as an ERC-20 token and on other blockchains as well (each, a “**es-Currencies** Supported Blockchain”). Additionally, Ephelia supports Bridged **es-Currencies** on certain “Layer Two” blockchains or “side chains” (“Supported L2 Networks”). With your Ephelia Mint account, you can swap **es-Currencies** from one **es-Currencies** Supported Blockchain to **es-Currencies** on a different **es-Currencies** Supported Blockchain for purposes of facilitating an Outbound Transfer. Additionally, you can deposit Bridged **es-Currencies** from and withdraw Bridged **es-Currencies** to a Supported L2 Blockchain via one of the Supported Bridges. A list of **es-Currencies** Supported Blockchains, Supported L2 Networks is available [here](#).

## 2.7 Treasury Services

Ephelia (or its affiliates) may also offer treasury services “Treasury Services” under which qualifying Users can apply for certain yield services or products. If you are eligible to participate in the Treasury Services, such products may be offered to you pursuant to the terms of a separate agreement unless otherwise specified. For the avoidance of doubt, such terms will not be set forth in this Agreement. Bridged **es-Currencies** on all Supported L2 Networks may not be available for use in all Treasury Services.

## 2.8 Payment Processing Services

Ephelia may offer various payment processing services to Users. These services may include credit and debit card processing services to Users. Additional terms and conditions apply to such services.

## 2.9 Trading Services

Ephelia may provide a trade service for the exchange of fiat currencies or other stablecoins into **es-Currencies**, or vice versa, utilizing a trading mechanism (each instance, a “Trade”). This Trade service does not involve the direct conversion of fiat currencies held by a User. Instead, it is structured as a three-step process involving:

- The User acknowledges and agrees to a conversion price and amount as determined by Ephelia.
- The User undertakes to transmit the stablecoin (**es-Currencies**) or fiat currency in a timely manner as and when due.
- Ephelia shall settle the stablecoin (**es-Currencies**) or fiat currency upon receipt of funds from the User, unless otherwise mutually agreed upon.

Each Trade is executed based on a single instruction from the User confirming its willingness to perform this full sequence. The Trade is initiated by the User via the “Trade” functionality available in the Ephelia Mint account interface. Before confirming the operation, the User is provided with an exchange rate (Fiat/**es-Currencies** or **es-Currencies**/Stablecoins, as the case may be) applicable to the transaction. Ephelia applies a spread to the exchange rate, which is factored into the rate disclosed at the time of the transaction.

Once you confirm the Trade, Ephelia will endeavor to complete the transaction and will subsequently notify you of its success or failure. Should adverse market movements occur, the Trade may fail, and you will be



prompted to attempt the transaction again using updated rates. By validating the operation, you expressly authorize Ephelia to proceed with the full Trade, and you acknowledge that the operation involves three separate and consecutive steps which are executed immediately and without possibility of interruption. You further agree that the result of this Trade is the receipt of the corresponding amount of **es-Currencies** or fiat currency, depending on the direction of the transaction. By selecting 'Confirm Trade', you agree to settle the full amount for each transaction within the timeframe provided during onboarding and shown in the Settlements tab in the account interface. Ephelia keeps a record of each Trade executed. Users may access their full Trade history directly via their Ephelia Mint account. Upon request, Ephelia will provide a digital receipt for any Trade performed, indicating the nature of the transaction, the currencies involved, the amounts exchanged, and the exchange rate applied.

### 3. Custody

Ephelia holds all Supported Digital Currencies in your Hosted Wallet for your benefit, as described in further detail below. We maintain a money transmission license (or the statutory equivalent) in the U.S. State of Wyoming and is therefore subject to the requirements of such statute. We are not a trust company nor do we maintain a trust company charter in any U.S. state or territory. Accordingly, any regulated services we provide to Users located in the United States are characterized as money transmission and/or virtual currency business activity, and not as trust services. Additionally, for the avoidance of doubt, Ephelia is not a fiduciary, and Ephelia does not provide any trust or fiduciary services to any User in the course of such User visiting, accessing, or using the Ephelia website or services. Any reference to custody services in this Agreement or elsewhere on this site refers only to our custody of digital assets on a User's behalf pursuant to the authority granted under our money transmission and/or virtual currency licenses. Ephelia is not a Qualified Custodian pursuant to 17 C.F.R. § 275.206(4)-2. Additional terms for Users located in Nevada: Ephelia does not hold your digital assets pursuant to its authority as a licensed money transmitter in the State of Nevada. Ephelia is not a "digital custodian" as such term is defined by the Nevada Financial Institutions Division.

### 4. Asset Ownership

The title to all of your Supported Digital Currency will remain with you at all times. As the beneficial owner of Supported Digital Currency in your Hosted Wallet, you shall solely bear the risk of loss of such Supported Digital Currency. Ephelia has no liability for any Digital Currency fluctuations in value. Except as may be otherwise agreed in writing between you and Ephelia, none of the Supported Digital Currencies in your Hosted Wallet are the property of, or shall or may be loaned to, Ephelia. Except as required by a facially valid court order, or except as provided for herein, Ephelia will not sell, transfer, loan, or otherwise alienate Supported Digital Currency in your Hosted Wallet unless specifically instructed by you in accordance with the terms of this Agreement. Notwithstanding the above, in the event of a Ephelia bankruptcy we make no representations or warranties as to whether all Supported Digital Currencies held in your Hosted Wallet will be successfully returned to you.

### 5. No Investment Advice

Ephelia does not provide investment, tax, or legal advice, nor does Ephelia broker trades on your behalf. You should consult your legal or tax professional regarding your specific situation. Ephelia may provide





educational information about Supported Digital Currency, as well as other Digital Currency not supported by Ephelia. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such.

## 6. Privacy

We are committed to protecting your personal information and helping you understand exactly how your personal information is being used. You should carefully read the Ephelia Privacy Policy as it provides details on how your personal information is collected, stored, protected, and used.

## 7. Communications

By entering into this Agreement, you agree to receive electronic communications and notifications in accordance with our **E-Sign Consent Policy**. This Agreement is provided to you and communicated in English. We will also communicate with you in English for all matters related to your use of the Services. Where we have provided you with a translation of the English language version of this Agreement or any information related to your Ephelia Mint account, you acknowledge and agree that such translation is provided for your convenience only and that the English language version of the Agreement will govern your use of the Services.

## 8. Security of User Information

You are responsible for maintaining the confidentiality and security of all account names, User IDs, passwords, personal identification numbers (PINs) and other access codes that you use to access the Services. You are responsible for keeping your email address and all other account holder and User information up to date in your Ephelia Mint account profile and for maintaining the confidentiality of your User information. You agree to (i) notify Ephelia immediately if you become aware of any unauthorized use of your Ephelia Mint account, the Services, or any other breach of security regarding the Services, your Ephelia Mint account or the Platform. We strongly advise you to enable all security features that are available to you (such as, by way of example two-factor authentication); this offers you enhanced protection from possible malicious attacks. Ephelia will not be liable for any loss or damage arising from your failure to protect your account information. We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We recommend the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from Ephelia, you should login to your Ephelia Mint account directly through the Services website or related mobile application, if any, and not by clicking links contained in emails.

## 9. Account Suspension & Closure

We may, without liability to you or any third party, suspend your Ephelia Mint account, consolidate your Ephelia Mint accounts if you have more than one, or terminate your Ephelia Mint account or suspend your use of one or more of the Services in accordance with the terms of this Agreement, as determined in our sole



and absolute discretion. Such actions may be taken as a result of account inactivity, failure to respond to customer support requests, failure to positively identify you, a court order, your violation of the terms of this Agreement or for other similar reasons. Ephelia may also temporarily suspend access to your Ephelia Mint account in the event that a technical problem causes system outage or Ephelia Mint errors until the problem is resolved. For the avoidance of doubt, in the event your Ephelia Mint account is suspended or closed, you will no longer be able to access any of the Services. You may terminate this Agreement at any time by closing your Ephelia Mint account in accordance with this Agreement. In order to do so, you should contact Ephelia's "Support Team" who will assist you in closing your Ephelia Mint account. You may not terminate your Ephelia Mint account if Ephelia believes, in its sole discretion, that such closure is being performed in an effort to evade a court order or legal or regulatory investigation or to avoid paying any amounts otherwise due to Ephelia. We encourage you to transfer any Supported Digital Currencies out of your Ephelia Mint account and/or redeem your **es-Currencies** for USD or any other currency prior to issuing a request to terminate your Ephelia Mint account. We may be unable to terminate your Ephelia Mint account at your request if you maintain a balance in your Ephelia Mint account. We reserve the right to restrict or refuse to permit redemptions or transfers from your Ephelia Mint account if (i) your Ephelia Mint account has otherwise been suspended or unilaterally terminated by Ephelia in accordance with this Agreement or (ii) to do so would be prohibited by law or a court order or we have determined that any of the related Supported Digital Currency were obtained fraudulently. Upon closure or suspension of your Ephelia Mint account, you authorize Ephelia to cancel or suspend pending transactions and forfeit all proprietary rights and claims against Ephelia in relation to any U.S. Dollar or any other currency funds otherwise eligible for redemption. In the event that you or Ephelia terminates this Agreement or your access to the Services, or cancels your Ephelia Mint account, you remain liable for all activity conducted on or with your Ephelia Mint account while it was active and for all amounts due hereunder.

## 10. Fees

Ephelia may charge fees in connection with the Services. You agree to pay the fees shown to you, if any, or as separately agreed between you and Ephelia, when you enter into a transaction. Fees are generally disclosed on the **Fee Schedule**; we may change any of the fees that Ephelia charges at any time, with or without notice. The applicable Digital Currency network or Supported Bridge may charge a fee in connection with blockchain transactions. You are responsible for all such fees. You are responsible for, and agree to pay, all fees that may be charged by your/our financial institution in connection with sending funds to Ephelia or receiving funds from Ephelia. Ephelia is not responsible for any charges that you incur based on delayed processing of deposits or withdrawals that might result from overdraft fees or otherwise.

## 11. Ephelia-Specific Terms, Bridged es-Currencies-Specific Terms

To the extent that you utilize your Ephelia Mint account for any transaction or service involving **es-Currencies**, the **es-Currencies** Terms shall apply to all such transactions and such agreement. To the extent that you utilize your Ephelia Mint account for any transaction or service involving Bridged **es-Currencies**, the Bridged **es-Currencies** Terms shall apply to all such transactions and such agreement. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, in the event of a conflict between any term set forth herein and any term set forth in the **es-Currencies** Terms or Bridged **es-Currencies** Terms (i) in



connection with any **es-Currencies** or Bridged **es-Currencies** the terms of the **es-Currencies** Terms or Bridged **es-Currencies** Terms shall control, and (ii) in respect of any other Digital Currency transaction, the terms of this Agreement shall control. If you choose to use Ephelia's "**es-Currencies** Express" service as part of the Services, incoming financial institution fiat wires will transiently settle as **es-Currencies** in your Ephelia Mint account, and the corresponding **es-Currencies** amount will subsequently be sent from your Ephelia Mint account to the external wallet address of your choice. Additionally, you may choose to have incoming fiat wires settle as **es-Currencies** in your Ephelia Mint account and be bridged to a Supported L2 Network and withdrawn as Bridged **es-Currencies** to the external wallet address of your choice. Similarly, you may configure a Ephelia-hosted deposit address that, when utilized for the receipt of external **es-Currencies** funds, can automatically initiate a fiat wire to an account of your choice at your financial institution. Likewise, Bridged **es-Currencies** sent from your Ephelia Mint account to another Ephelia-hosted deposit address can automatically initiate a bridging of such Bridged **es-Currencies** to Native Ethereum **es-Currencies** and automatically initiate a fiat wire to an account of your choice at your financial institution.

## 12. Forks, Advanced Protocols, Other Digital Currencies & Supplemental Protocols Not Supported; Bridging

### Forks

As a result of the decentralized and open-source nature of Digital Currencies it is possible that sudden, unexpected or controversial changes ("forks") can be made to any Digital Currency that can change the usability, functions, value or even name of a given Digital Currency. It is also possible that such forks result in multiple versions of a Digital Currency, each with its own value, and therefore may reduce the value of the original "unforked" version of a Digital Currency. Ephelia is under no obligation to support a fork of a Supported Digital Currency that you hold in your Ephelia Mint account, whether or not such forked Supported Digital Currency holds value at or following such fork. If Ephelia elects, in its sole discretion, to support a fork of a Supported Digital Currency it will make a public announcement through its website and/or by notifying customers via email, and shall bear no liability for any real or potential losses that may result based on the decision to support such fork or the timing of implementation of support. If Ephelia, in its sole discretion, does not elect to support a fork of a given Supported Digital Currency, Ephelia assumes no responsibility or liability whatsoever for any losses or other issues that might arise from an unsupported fork of a Supported Digital Currency. Unless otherwise specified in this Agreement, Ephelia Mint also do not support any other digital currencies, tokens, coins or forked protocols (collectively, "Other Digital Currencies") whether or not they are created as a result of a fork of a Supported Digital Currency, are independently created or otherwise, and regardless of whether or not such Other Digital Currencies hold any value. Holding Supported Digital Currency in your Ephelia Mint account does not entitle you to any additional tokens or value associated with Other Digital Currencies that may result from your ownership of such Supported Digital Currency, regardless of whether you would be entitled to such additional tokens or value had you held such Supported Digital Currency outside of Ephelia. Note that in the event of a fork of a Supported Digital Currency, Ephelia may be forced to suspend all activities relating to such Supported Digital Currency (including both buying and selling) for an extended period of time until Ephelia has determined in its sole discretion that such functionality can be restored ("Downtime"). This Downtime will likely occur immediately upon a "fork" of a given Supported



Digital Currency, potentially with little to no warning, and during this period of Downtime you will not be able to buy or sell the Digital Currency subject to such fork.

### Certain Protocols

As noted in Section 2, your Ephelia Mint account only supports Supported Digital Currencies. Unless an asset is a Supported Digital Currency, you will not be able to properly hold or transact in it. Assets that are Supported Digital Currencies specifically exclude all other protocols and/or functionality which supplement or interact with Digital Currencies that we support. This exclusion includes but is not limited to: metacoins, colored coins, side chains (unless such sidechain is a Supported L2 Network), or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported Digital Currency. Do not use your Ephelia Mint account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as Ephelia is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item and you acknowledge and agree that Ephelia has no liability with respect to any losses that you incur or suffer related to transacting or attempting to transact in any Digital Currency that is not a Supported Digital Currency or any related supplemental functionality or protocol. Ephelia neither owns nor controls the underlying software protocols that govern the operation of Supported Digital Currencies other than **es-Currencies**, which is described more fully in the **es-Currencies** Terms. Such underlying protocols are generally open source, meaning that anyone can use, modify, copy, and distribute them. You acknowledge and agree that Ephelia is not responsible for the operation of any such protocols. Ephelia does not control them, and as such, cannot guarantee their functionality or the security or other features of their related network operations.

### Bridged es-Currencies

As described in the Bridged **es-Currencies** Terms, Ephelia may facilitate your ability to use the Supported L2 Networks and Supported Bridges to deposit Bridged **es-Currencies** to your Ephelia Mint account and/or withdraw Bridged **es-Currencies** to an external address on a Supported L2 Network. The risks associated with Bridged **es-Currencies** are outlined in the Bridged **es-Currencies** Terms.

## 13. Mobile Services

To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain mobile applications may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. By using mobile Services, you agree that we may communicate with you by SMS, MMS, text message, push notification, and/or other electronic means via your mobile device ("Mobile Messaging") and that certain information about your usage of the Services may be communicated to us. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to any person who might acquire your old number.



You may receive messages related to the Services or your Ephelia Mint account via Mobile Messaging. Message and data rates may apply. Reply STOP to any such Mobile Message to Cancel and unsubscribe. For help, please contact Ephelia's Support Team. You hereby confirm that with respect to any mobile phone number provided, you own the account corresponding to that mobile phone number or otherwise have the account holder's permissions to use this service. By registering a mobile phone number you are agreeing to the specific terms set forth in this Section 13.

## 14. No Deposit Insurance

Supported Digital Currencies and fiat, if any, held in your Ephelia Mint account are not subject to deposit insurance protection, including, but not limited to, (i) where your country of residence is the United States, the Federal Deposit Insurance Corporation insurance or Securities Investor Protection Corporation protections; or (ii) where your country of residence is outside of the United States or equivalent scheme in your country of residence.

## 15. Transaction Limits

Ephelia reserves the right to change the deposit, withdrawal, storage, transfer, and velocity limits on your Ephelia Mint account as we deem necessary. We may establish individual or aggregate transaction limits on the size or number of deposits, withdrawals, transfers or other transactions that you initiate using your Ephelia Mint account during any specified time period.

## 16. Right to Change/Remove Features or Suspend/Delay Transactions

Subject to Section 17 of the **es-Currencies** Terms and Section 16 of the Bridged **es-Currencies** Terms we reserve the right to change, suspend, or discontinue any aspect of the Services or the Platform at any time, including hours of operation or availability of any feature, without notice and without liability. We may, in our sole discretion, delay any transaction if we believe that such transaction is suspicious, may involve fraud or misconduct, violates applicable laws or payment network or ACH rules, or violates any term of this Agreement.

## 17. Insufficient Funds

If you have insufficient funds in your Ephelia Mint account to complete a transaction, such transaction will not be completed.

## 18. Refund; Reversal

Once a transaction has been initiated (including, but not limited to, a Digital Currency Transfer), it cannot be reversed or refunded, except as set forth in this Agreement. You may have additional refund or chargeback rights under your agreement with the recipient of such funds, your financial institution, or applicable law. You should periodically review statements from your financial institution and any other service that you use to transact Digital Currency, which should reflect all applicable transactions made using the related transaction method. You can also access the record of transactions in your Ephelia Mint account by logging into your Ephelia Mint account.





## 19. Blocked Addresses & Forfeited Assets

Ephelia reserves the right to “block” certain Digital Currency addresses and, if such addresses are Ephelia-custodied addresses, freeze associated Digital Currency (temporarily or permanently) that it determines, in its sole discretion, are associated with illegal activity or activity that otherwise violates the terms of this Agreement (“Blocked Addresses”). In the event that you send Digital Currency to a Blocked Address, or receive Digital Currency from a Blocked Address, Ephelia may freeze such Digital Currency and take steps to terminate your Ephelia Mint account. In certain circumstances, Ephelia may deem it necessary to report such suspected illegal activity to applicable law enforcement agencies and you may forfeit any rights associated with your Supported Digital Currency. Ephelia may also be forced to freeze and potentially surrender Supported Digital Currency in the event it receives a legal order from a valid government authority requiring it to do so.

## 20. Restricted Activities and Prohibited Transactions

In connection with your use of the Services, you hereby agree that you will not:

1. violate (or assist any other party in violating) any applicable law, statute, ordinance, or regulation;
2. intentionally try to defraud (or assist in the defrauding of) Ephelia or other Ephelia Users;
3. provide false, inaccurate, or misleading information;
4. take any action that interferes with, intercepts, or expropriates any system, data, or information;
5. partake in any transaction involving the proceeds of illegal activity;
6. transmit or upload any virus, worm, or other malicious software or program;
7. attempt to gain unauthorized access to other Ephelia Mint accounts, the Ephelia website, or any related networks or systems;
8. use the Services on behalf of any third party or otherwise act as an intermediary between Ephelia and any third parties;
9. collect any User information from other Ephelia Users, including, without limitation, email addresses;
10. defame, harass, or violate the privacy or intellectual property rights of Ephelia or any other Ephelia Users; or
11. upload, display or transmit any messages, photos, videos or other media that contain illegal goods, violent, obscene or copyrighted images or materials (such as (a) – (k) activities, “Restricted Activities”).

In addition, using the Services for transactions related to the following is prohibited, and Ephelia reserves the right to monitor for transactions that relate to:

1. any Restricted Persons or persons or entities located in Restricted Territories (as each term is defined in Section 35);
2. weapons of any kind in contravention of applicable laws, including but not limited to, as applicable, firearms, ammunition, knives, explosives, or related accessories;
3. controlled substances, including but not limited to narcotics, prescription drugs, steroids, or related paraphernalia or accessories, unless possession of and transactions involving such controlled substances are authorized by the jurisdiction in which the User is based as well as by the jurisdiction





in which the transaction takes place, and provided any such transactions comply with all applicable law;

4. gambling activities including but not limited to sports betting, casino games, horse racing, dog racing, games that may be classified as gambling (i.e. poker), or other activities that facilitate any of the foregoing, unless such activities are authorized by the jurisdiction in which the User is based as well as by the jurisdiction in which the transaction takes place, and provided any such activities comply with all applicable law;
5. money laundering or terrorist financing;
6. any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
7. goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction;
8. credit repair services, or other services that may present consumer protection risks;
9. court ordered payments, structured settlements, tax payments, or tax settlements;
10. any unlicensed money transmitter activity;
11. layaway systems, or annuities;
12. counterfeit goods, including but not limited to fake or "novelty" IDs;
13. wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit;
14. purchasing goods of any type from "Darknet" markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); or
15. any other matters, goods, or services that from time to time we communicate to you that are unacceptable and which, for example, may be restricted by our and your financial institution or payment partners (such as (a) – (o) transactions, "Prohibited Transactions").

In the event that Ephelia learns you are making or attempting any Restricted Activities or Prohibited Transactions, Ephelia will consider it to be a violation of this Agreement and may suspend or terminate your Ephelia Mint account.

## **21. Taxes**

Ephelia will maintain a record of your transaction history, which you will be able to access through your Ephelia Mint account for purposes of making any required tax filings or payments, but it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority. Ephelia will make any tax withholdings or filings that we are required by law to make, but Ephelia is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## **22. Indemnification; Release**

You agree to indemnify and hold Ephelia, its affiliates, and service providers, and each of their officers, directors, agents, joint venturers, employees, and representatives harmless from any claim or demand (including attorneys' fees and any losses, fines, fees or penalties imposed by any regulatory authority) arising out of your breach of this Agreement, your violation of any law or regulation or your use of the Services. For the purpose of this Section 22, the term "losses" means all net costs reasonably incurred by us or the other



persons referred to in this Section which are the result of the matters set out in this Section 22 and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees (without duplication). If you have a dispute with one or more Users or third parties, you release Ephelia (and its affiliates and service providers, and each of their officers, directors, agents, joint ventures, employees and representatives) from all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

### **23. Limitation of Liability; No Warranty**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EPHELIA AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF EPHELIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES AND TERMINATE YOUR ACCOUNT. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. EPHELIA, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EPHELIA MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS. Ephelia will make reasonable efforts to ensure that requests for Ephelia Mint transactions are processed in a timely manner, but Ephelia makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This Section gives you specific legal rights and you may also have other legal rights that vary from state to state.

### **24. Unauthorized and Incorrect Transactions**

When any transaction occurs using your credentials (including, but not limited to, Digital Currency Transfers), we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did



not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible by email at [customer-support@epheliagroup.com](mailto:customer-support@epheliagroup.com). It is important that you regularly check your Ephelia Mint account balances and your transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this Section.

### Unauthorized and Incorrect Supported Digital Currency Transactions

If an Unauthorized Supported Digital Currency Transaction (as defined below) or Error (as defined below) occurs through your Ephelia Mint account, and you follow the procedures set forth in this Section 24, Ephelia will reimburse you for the amount of any eligible Unauthorized Supported Digital Currency Transaction and any losses resulting from an Error, subject to the limitations set forth in this Section 24. What Constitutes an Unauthorized Supported Digital Currency Transaction or Error? For purposes of this Section 24, "Unauthorized Supported Digital Currency Transaction" means any transaction that was initiated from your Ephelia Mint account without your authorization and that does not benefit you. For purposes of this Section 24, an "Error" means one of the following: (i) if your bank account is charged for an issuance of **es-Currencies** or a purchase of **es-Currencies**, Ephelia receives the funds, but the corresponding **es-Currencies** does not show up in your Ephelia Mint account, (ii) if you complete a redemption from **es-Currencies** or sale of **es-Currencies** and the funds are not properly delivered by Ephelia to your bank account, (iii) you transfer a Supported Digital Currency from your Ephelia Mint account to an external address and we debit your Ephelia Mint account for a Supported Digital Currency amount in excess of the sent amount, (iv) if you receive a Supported Digital Currency to your Ephelia Mint account and we do not add the proper amount to your Ephelia Mint account, (v) if the transaction records in your Ephelia Mint account do not accurately reflect your transactions, or (vi) there is some other material mathematical or computational error by Ephelia in calculating issuance or redemption amounts.

### Notifying Ephelia of an Unauthorized Supported Digital Currency Transaction or Error

You should notify us immediately if you believe that (i) an Unauthorized Supported Digital Currency Transaction or Error has occurred, (ii) your password and/or two-factor authentication access has been compromised, (iii) a device on which you have downloaded the Ephelia app or which contains an active Ephelia session has been stolen or lost, or (iv) you believe there is an Error in your transaction records or account history, or you have a question regarding your transaction records or account history. In order for Unauthorized Supported Digital Currency Transactions or Errors to be covered by Ephelia, you must notify us within sixty (60) days of such Unauthorized Supported Digital Currency Transaction or Error showing up in your transaction history and/or account statement. If you do not notify us within sixty (60) days, then you will not be covered by the protections of this Section 24.

### Notification Process

The fastest and most efficient way to notify us of an Unauthorized Supported Digital Currency Transaction or Error is to contact Ephelia's Support Team via email at [customer-support@epheliagroup.com](mailto:customer-support@epheliagroup.com). However you choose to notify us, you must include:

1. the name and email associated with your Ephelia Mint account



2. a detailed description of what Unauthorized Supported Digital Currency Transaction or Error you believe occurred, or what information you need in order to determine if an Unauthorized Supported Digital Currency Transaction or Error occurred, and
3. the amount of such Unauthorized Supported Digital Currency Transaction or Error.

Note that in connection with investigating and/or resolving any Unauthorized Supported Digital Currency Transaction or Error, we may need to request further information from you regarding the circumstances of the Unauthorized Supported Digital Currency Transaction or Error. If you do not provide such additional information, it may inhibit our ability to resolve your issue or limit your rights under this Section 24.

### Steps Ephelia Will Take Following Notification

Once you have provided us with proper notification (including delivering all of the information set forth in the subsection above and responding to any requests for further information), we will investigate the potential Unauthorized Supported Digital Currency Transaction or Error. We will typically be able to complete our investigation within ten (10) days, but may require up to thirty (30) days if your Ephelia Mint account is new (meaning your Ephelia Mint account has been active for less than thirty (30) days at the time we receive your notification). Sometimes, we may need more time in order to complete our investigation (up to thirty (30) days, or sixty (60) days for a new account). If we need to take more than ten (10) days to investigate your claim (or thirty (30) days for new accounts), we will provisionally credit your Ephelia Mint account with the amount of such Unauthorized Supported Digital Currency Transaction or Error. Once we have completed our investigation, we will notify you of our decision within three (3) business days. If we determine that your claim of an Unauthorized Supported Digital Currency Transaction or Error is valid and eligible, we will credit your Ephelia Mint account for the amount of the Unauthorized Supported Digital Currency Transaction or Error, subject to the limitations set forth below. If we have already provisionally credited your Ephelia Mint account and determine that your claim of an Unauthorized Supported Digital Currency Transaction or Error is valid and eligible, you will be allowed to keep such provisional credit. If we have already provisionally credited your Ephelia Mint account and determine that your claim of an Unauthorized Supported Digital Currency Transaction or Error is not valid and/or eligible, the amount provisionally credited will be debited from your Ephelia Mint account. Regardless of the results of our investigation, we will send you an email explaining the basis for our decision. If you have any questions or concerns regarding our decision, you can request further information regarding the details that led to our decision.

### Errors We Discover

If we discover an Error on our own that results in you receiving less than the amount of US Dollar or any other currency funds (as applicable) to which you are entitled, we will rectify it by crediting your Ephelia Mint account with **es-Currencies** corresponding to the difference. If we discover an Error on our own that results in you receiving more than the amount of funds to which you are entitled, we will rectify it by debiting your Ephelia Mint account with **es-Currencies** corresponding to the difference.

### Your Liability for Unauthorized Supported Digital Currency Transactions

Your liability for Unauthorized Supported Digital Currency Transactions and the amount Ephelia will reimburse you is determined by how quickly you report it to us. If you tell us within two (2) business days



after you learn of the compromise of your Ephelia Mint account or login credentials, you can lose no more than \$50 if someone used your login credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the compromise of your Ephelia Mint account or login credentials, and we can prove we could have stopped someone from using your Ephelia Mint account without your permission if you had told us, you could lose as much as \$500.

## **25. Right to Set Off**

Ephelia may and is authorized, without prior notice and both before and after demand, to set off the whole or any part of your liabilities or other amounts payable to Ephelia, including but not limited to fees, whether such amounts are present or future, actual or contingent, or liquidated or unliquidated, against any sums held by Ephelia and owed to you, whether under this Agreement or any other agreement between Ephelia and you. For the purpose of exercising its rights under this Section 25: (i) Ephelia is entitled to convert and/or exchange any Supported Digital Currency owned by you and held by Ephelia, and is authorized to effect any such conversions at the then prevailing exchange rate; and (ii) if your liability is contingent and/or unliquidated, then Ephelia may set off the amount it estimates in good faith will be the liquidated amount.

## **26. Arbitration**

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 36 without the posting of a bond), any dispute between you and Ephelia 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 Comprehensive Arbitration Rules and Procedures of JAMS (available from JAMS on its website at [www.jams.com](http://www.jams.com)), as modified by this Agreement, or in accordance with rules on which we may mutually agree in writing; provided, however, that to the extent a Dispute is within the scope of a small claims court's jurisdiction, either you or Ephelia 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 US county of your most recent physical address or, if there is no such US county, in Suffolk County, Massachusetts, USA. 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 26. We each agree that the FAA, and not state law, shall govern whether a Dispute is subject to arbitration.

## **27. Amendments**

Ephelia may amend any portion of this Agreement at any time by posting the revised version of this Agreement with an updated revision date. The changes will become effective, and shall be deemed accepted by you, the first time you use the Services after the initial posting of the revised Agreement and shall apply on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services





and close your Ephelia Mint account. You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of this Agreement. If the revised Agreement includes a material change, we will provide you with prior notice via our website and/or email before the material change becomes effective. For this purpose a "material change" means a significant change other than changes that (i) are to your benefit, (ii) are required to be made (a) to comply with applicable laws and/or regulations, (b) to comply with a payment network or ACH rule, or (c) as otherwise required by one of our regulators, (iii) relates to a new product or service made available to you, or (iv) to otherwise clarify an existing term.

## **28. Assignment**

You may not transfer or assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise and any such attempted assignment shall be void (it being understood and agreed that this Section 28 shall not prohibit you from sending any Supported Digital Currency from your Ephelia Mint account in accordance with the terms hereof). We reserve the right to freely assign this Agreement and the rights and obligations of this Agreement to any third party at any time without notice or consent. If you object to such transfer or assignment, you may stop using our Services and terminate this Agreement by contacting Ephelia's Support Team and asking us to close your Ephelia Mint account.

## **29. Change of Control**

In the event that Ephelia 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.

## **30. Survival; Force Majeure**

Upon termination of your Ephelia Mint account or this Agreement for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination. Ephelia shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to governmental action or acts of terrorism, pandemics, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet disturbances.

## **31. Third Party Applications**

If you grant express permission to a third party to connect to your Ephelia Mint account, either through the third party's product or through Ephelia, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Ephelia responsible for, and will indemnify Ephelia from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

## **32. Website; Third Party Content**

Ephelia strives to provide accurate and reliable information and content on the Ephelia website, but such information may not always be correct, complete, or up to date. Ephelia will update the information on the





Ephelia website as necessary to provide you with the most up to date information, but you should always independently verify such information. The Ephelia website may also contain links to third party websites, applications, events or other materials ("Third Party Content"). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by Ephelia of any products or services. Ephelia shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Ephelia website or in any Third Party Content.

### **33. State-Specific Disclosures**

We grant you a limited, non-exclusive, non-sublicensable, and non-transferable license, subject to the terms and conditions of this Agreement, to access and use the Services solely for approved purposes as determined by Ephelia. Any other use of the Services or the Platform is expressly prohibited. Ephelia and its licensors reserve all rights in the Services and you agree that this Agreement does not grant you any rights in or licenses to the Services except for the limited license set forth above. Except as expressly authorized by Ephelia, you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Platform, in whole or in part. If you violate any portion of this Agreement, your permission to access and use the Services and your Ephelia Mint account may be terminated pursuant to this Agreement. "Ephelia.com", "Ephelia", and all logos related to the Services are either trademarks, or registered marks of Ephelia or its licensors. You may not copy, imitate, or use them without Ephelia's prior written consent. All right, title, and interest in and to the Ephelia website, any content thereon, the Services, and all technology and any content created or derived from any of the foregoing is the exclusive property of Ephelia and its licensors.

### **34. Unclaimed Property**

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

### **35. Applicable Law; Legal Compliance**

Your use of the Services is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering ("AML") and counter-terrorist financing ("CTF") provisions. You unequivocally agree and understand that by registering your Ephelia Mint account and using the Services in any capacity, you will act in compliance with and be legally bound by this Agreement and all applicable laws and regulations (including, without limitation, those stated in this Section 35, where applicable). For the avoidance of doubt, continued use of your Ephelia Mint account and Ephelia's obligations to you under this Agreement are conditional on your continued compliance at all times with this Agreement and all applicable laws and regulations. Ephelia's AML and CTF procedures are guided by all applicable laws and regulations regarding AML and CTF. These standards are designed to prevent the use of the Services for money laundering or terrorist financing activities. We take compliance very



seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes. You agree, represent, and warrant that all funds in your Ephelia Mint account, or funds deposited by you with Ephelia in the future, are not the direct or indirect proceeds of any criminal or fraudulent activity. The Services are subject to economic sanctions programs administered in the countries where we conduct business, including but not limited to those administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), pursuant to which we are prohibited from providing services or entering into relationships with certain individuals and institutions. By using the Services, you represent that your actions are not in violation of such sanctions programs. Without limiting the foregoing, you may not use the Services if (i) you are a resident, national or agent of a jurisdiction subject to comprehensive sanctions by OFAC ("Restricted Territories"), (ii) you are on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals ("Restricted Persons"), or (iii) you intend to transact with any Restricted Territories or Restricted Persons. In the event that we are required to block funds associated with your account in accordance with a sanctions program, or other similar government sanctions programs, we may: (i) suspend your account; (ii) terminate your account; (iii) return funds to the destination of their origin or to an account specified by authorities; or (iv) require you withdraw funds from your account within a certain period of time, in accordance with Section 19. In certain cases, taking one or more of these actions may result in a forfeiture of some or all of your assets held with Ephelia. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with applicable law and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order. This paragraph applies only if your country of residence is the United States. Please note that Section 326 of the USA PATRIOT Act of 2001 requires all financial institutions to obtain, verify, and record information that identifies each person who registers a Ephelia Mint account. This federal requirement applies to all new Users. This information is used to assist the U.S. Government in the fight against the funding of terrorism and money laundering activities.

### **36. Governing Law; Venue**

The laws of the State of Delaware and applicable United States federal law, including the Federal Arbitration Action as specified herein, shall govern this Agreement. Except for those disputes that shall be resolved in arbitration or in small claims court, each party agrees to submit to the personal and exclusive jurisdiction of the courts located in Boston, Massachusetts, provided that any claims or disputes shall be subject to the arbitration provisions set forth in Section 26. You agree with us that, if you are a consumer, the courts in the permitted region where you are resident will have non-exclusive jurisdiction.

### **37. Entire Agreement**

The failure of Ephelia to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties, except as specified in Section 27. The headings and explanatory text are for



reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. This Agreement, including any additional agreement incorporated by reference herein; Ephelia's policies governing the Services referenced herein (including, without limitation, those set forth in the **es-Currencies** Terms, Bridged **es-Currencies** Terms); the Ephelia Privacy Policy; the **Cookie Policy**; and the **E-Sign Consent Policy** constitute the entire agreement between you and Ephelia with respect to the use of the Services. This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than you and Ephelia and other Ephelia affiliates which each shall be a thirdparty beneficiary of this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.

### 38. User Support

Please visit **Ephelia Support** [here](#) or contact Ephelia's Support Team at [customer-support@epheliagroup.com](mailto:customer-support@epheliagroup.com) to report any violations of this Agreement or to ask any questions regarding this Agreement or the Services.