

## Customer Terms of Service QYON

This Customer Terms of Service Agreement (“Agreement”) is a legal agreement between Eight Sharp Capital, LLC. and our affiliates or subsidiaries (collectively “Qyon,” “we,” “us,” or “our”) and the entity or person (“you”, “your”, or “user”) who registered with Eight Sharp to receive certain platform, data, technology and analytics services, as well as other business services that may be offered by Eight Sharp and its third party providers (each, a “Service”). This Agreement describes the terms and conditions that apply to your use of the Services and our website and app.

Welcome to the Qyon website (the “Website”) and to the Qyon app (the “App”). By accessing or using any Services and/or the Website and/or the App, you indicate that you have read and understand this Agreement and agree to be bound by it. You must accept the terms of the Agreement in order to access or use any Services and/or the Website and/or the App. If you do not understand or have questions about the Agreement, immediately stop all access and use of the Services and/or the website and/or the App and contact us at [legal@qyon.com](mailto:legal@qyon.com) before accessing, using the Services and/or the Website.

You may not access or use any Services or our Website or our App unless you agree to abide by all the terms and conditions in this Agreement.

This Agreement may periodically change without notice, so you should check the Agreement before every attempt to use the website and/or the App. When the Agreement is changed, the date of the latest revision will appear at the top of this page.

You may not access or use any Services or our Website unless you agree to abide by all the terms and conditions in this Agreement.

### NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” BELOW. PLEASE READ THE SECTION TITLED “BINDING ARBITRATION” CAREFULLY.

Electronic Fund Transfers (“EFTs”) and Account Balances By creating a QYON Account and initiating bank deposits or withdrawals (i.e., EFTs), you agree to the Terms of Service and Privacy Policy of our financial software provider, Sila Inc. (together, the “Sila ToS”). You must comply with the Sila ToS when creating or using your QYON Account. The Sila ToS may be modified from time to time, and the governing version is incorporated by reference into these Terms of Service. Any term not defined in this section, but defined in the Sila ToS assumes the meaning as defined in the Sila ToS. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE SILA ToS BECAUSE IT CONTAINS TERMS AND CONDITIONS CONCERNING YOUR QYON ACCOUNT, INCLUDING BUT NOT LIMITED TO LIMITATIONS, REVERSAL, AND ARBITRATION PROVISIONS, AND YOUR RELEVANT RIGHTS AND LIABILITIES.

## 1. Definitions

1.1. In this Agreement, the following terms have the following meanings:

“Dispute”: procedure for analyzing the order for cancellation or reversal of the Transaction made by Users.

“Functionalities”: technologies made available on the Platform, to carry out Transactions by Users.

“Payment Account”: account held by Users, destined to the deposit, transfer and cash of resources, the values of which, will be managed and held in custody by the Payment Service Provider.

“Platform”: website available at [www.qyon.com](http://www.qyon.com), or application for mobile devices (if any), owned by QYON, made available to Users for the use of the Functionalities and for carrying out Transactions.

“Prepaid Card”: Plastic card that, if requested by the User, can be used by means of funds previously contributed to the User's Payment Account, for the purchase of goods or services, which will be issued, under terms and conditions available at: <https://privacy.com/terms> which is part of this Agreement.

“Privacy Policy”: policy available at [https://www.qyon.com/CUSTOMER\\_PRIVACY\\_POLICY\\_QYON.pdf](https://www.qyon.com/CUSTOMER_PRIVACY_POLICY_QYON.pdf) which is part of this Agreement, which provides for the collection, use, storage, treatment, sharing, protection and elimination of Users' personal information, as a result of using the System.

“Registration”: form completed by Users on the Platform, containing their personal information necessary for performance of Services and creation of the Payment Account

“Suppliers”: third parties that offer products and/or services to Users through the Platform.

“System”: services related to opening a Payment Account and carrying out Transactions by Users, including providing information and providing statements through the Platform

“Transaction”: operation in which Users operate their Payment Account, depositing resources; transferring funds or cashing the available balance.

“User”: legal entity or individual who, when adhering to this Agreement, is entitled to carry out Transactions through the System.

## 2. Object

2.1. This Agreement regulates the provision of technology services, by Qyon, individually or through Sila Inc., for: (i) registration and accreditation of Users to the

System; (ii) creation of a Payment Account, enabling Users to carry out Transactions for loading, transferring and redeeming resources; and (iii) management and custody of funds held in the Users' Payment Account

2.2. Through the Platform, Users may: (i) load and redeem the funds available in the Payment Account; (ii) check the balance and statement of transactions related to the Payment Account; (iii) make transfers between Users holding a Payment Account; (iv) make a transfer order to a bank account, owned by him or by third parties; (v) make instant payments by QRCode, if available; (vi) making ACH payments; (vii) recharge prepaid services, including, but not limited to, mobile phone, public transportation, app stores, among others; (viii) making withdrawals at ATMs, depending on availability; (ix) requesting the issuance of a prepaid card, depending on availability; (x) use other available Functionalities.

2.2.1. The Functionalities available on the Platform may, at any time and without the need for prior notice, be excluded, altered, modified or adjusted in times of availability of services in accordance with the rules of the Platform.

2.3. Services will be provided remotely, under the license to use the Functionalities made available to Users on the Platform.

2.4. In consideration for the use of System, carrying out Transactions and other services provided, Users shall pay the fees established in this Agreement, according to the values informed at the time of Registration and/or for consultation on the Platform.

**2.5. Qyon does not guarantee System and/or Platform's uninterrupted and speed, which may have unavailability, slowness and processing errors, in cases of preventive or corrective maintenance, operation failure, error system failures, other service providers' failures and events such as acts of God or force majeure.**

**2.6. Qyon will not be liable for: (i) intermittency or unavailability of internet connection adopted by Users; (ii) technical incapacity of the mobile device or operating system; (iii) unavailability of the Platform in the application store or internet browser used by Users; and/or (iv) activities of persons not authorized to use the Systems or the Platform.**

### **3. Registration to use the System**

3.1. Users shall be bound by this Agreement by: (i) completing the Registration; and (ii) by the expressly electronic acceptance in the Platform.

3.2. In order to Register to use the System, Users shall fill in the Register, providing their personal data and information that may be requested on the Platform.

3.2.1. Payment Service Provider may limit use of the System, according to the amount and number of Transactions.

3.2.2. Whenever necessary, including to enable the use of the System to carry out Transactions in value and quantity within the established limits, QYON may request that Users provide additional information to those indicated in the Register, as well as, at any time, and at its sole discretion. criteria, request copies of documents to verify the veracity of the information provided by Users.

3.2.3. In the event of misrepresentation, false or incorrect information provided by Users, or even if Users refuse or fail to send the requested information and documents, QYON may temporarily block access to the System and prevent the use of the Functions until regularization.

3.3. Users are liable for the veracity of the information provided, including to third parties, and shall keep all their information up to date.

3.3.1. QYON is not liable for errors or System failures if Users provide inaccurate, untrue or outdated information.

3.4. Users, when filling out the Registration or first accessing the System, shall register a login and a password to use the Functionalities and carry out the Transactions.

3.4.1. Login and password are for personal, exclusive and non-transferable use by Users, who must keep them confidential and not allow their access by third parties.

3.4.2. Legal entity Users are bound by and liable for all actions of people to whom they give access of their login and password.

3.4.3. Users must inform a valid e-mail for communication; any communication or notification sent by e-mail will be considered valid and effective between the Parties.

3.5. Users, among other obligations provided for in this Agreement, shall: (i) be a person with capacity to contract under State Law; or (ii) be a legal entity formed and existing under State Law.

3.6. Use of the System and the execution of Transactions for the following purposes are prohibited: (i) considered illegal, under the terms of State or Federal law; (ii) that matter in violation of international and State or Federal regulation; (iii) considered as financial crimes, with the purpose of money laundering, financing of terrorism and corruption, among other related crimes, even if indirectly; (iv) who do not represent a regular legal business and intend to commit fraud; or (v) that, in any way, may cause damage to Qyon, other Users or third parties.

3.7. Transactions with indications or suspicions of fraud will be subject to non-processing or cancellation.

3.8. QYON may suspend access to the Functionalities and stop performing Transactions through the System whenever it identifies or understands that Users' activities or the nature of the Transactions violate any provision of this Agreement or the legislation in force; being able to subject Users to the cancellation of their

accreditation and their immediate exclusion from the System, regardless of any prior notice or notification, not generating any kind of indemnity or compensation to Users.

#### **4. Payment Account**

4.1. Users will open an exclusive Payment Account after approval of the Registration carried out on the Platform, even if there is no: (i) previous deposit of money; and (ii) execution of any Transaction in the System.

4.2. Payment account will be charged at the sole discretion of Users, among the means available in the System.

4.2.1. QYON may, at any time, restrict or exclude one of the available ways of charging, or stipulate other ways of charging the Payment Account.

4.2.2. Once Payment Account is loaded, in one of the permitted ways, the funds will be available in the System in up to 01 (one) business day counting from the actual receipt of the funds by Qyon; allowing User, from then on, to carry out the Transactions through the Functionalities.

4.3. The funds deposited in the Payment Account may be used for payment, transfer or cash, by one of the means available in the System.

4.3.1. Transfer of funds between Payment Accounts within the scope of the System will be carried out within 1 (one) business day from the completion of the Transaction.

4.3.2. Transactions carried out through the Functions will no longer be accepted by the Payment Institution when: (i) there are not sufficient funds in the Payment Account; (ii) Users fail to provide sufficient information or provide incorrect information to perform the Transaction; and / or (iii) there are suspicion of fraud or unlawful act, in accordance with the terms provided for in this Agreement and the legislation in force.

4.4. Qyon may determine minimum and maximum limits for the loading of Payment Accounts and for the execution of Transactions, which may vary according to Users' Registration information, the type of Transaction, or other criteria defined by Qyon's sole discretion.

4.5. The funds credited to Users' Payment Account will be kept in a bank account held by QYON in a first-rate financial institution, and, (i) constitute separate equity, which is not to be confused with that of Qyon; (ii) cannot be subject to seizure, lien, search or any other act of judicial constriction due to debts owed by Qyon; (iii) cannot be pledged as collateral for debts assumed by Qyon; and (iv) are not Qyon's assets, for insolvency proceedings purposes.

4.6. The funds held in the Payment Account, unless expressly agreed in a different manner, will not suffer any type of increase or change, such as monetary restatement and interest; nor will any payment be made to Users, regardless of the period they are deposited.

4.7. Any amount deposited in the Payment Account must be used for payments and transfers, being considered by the Payment Institution resources in transit owned by Users.

4.8. Users may not assign, in any capacity, the rights over the resources deposited in his Payment Account, without Qyon's prior and written authorization.

4.9. Users shall have access to the Transactions carried out or pending payment by accessing their Payment Account statement, being able to view in the System, the balance and history of the transactions, for the last 12 (twelve) months.

## **5. Dispute and Cancellation of Transactions**

5.1. Transactions carried out between Users accredited in the System, through the transfer of resources in electronic currency, will be automatically canceled whenever: (i) it has been incorrectly processed by Users, due to inaccurate information provided by Users at the time of the Transaction; (ii) it was carried out in breach of the provisions of this Agreement, or (iii) there is a suspicion of fraud, an illegal act or any irregularity.

5.1.1. Transactions carried out outside the scope of the System shall not be cancelled or subject to dispute.

5.2. Users may submit a Transaction to a Dispute procedure, that, once initiated, shall retain the Transaction amount until such Dispute is resolved.

5.2.1. The Dispute must be opened by the User within a maximum period of 10 (ten) days from the date of completion of the Transaction, directly at Qyon's customer services' channels available on the Platform. Opening a Dispute does not guarantee the return of the amounts under discussion.

5.2.2. The request for opening a Dispute must be duly substantiated and accompanied by the relevant documentation.

5.2.3. Once Dispute procedure is opened, Users involved will be asked for explanations and documents that prove the realization of the deal that gave rise to the Transaction.

5.2.4. Qyon shall have full responsibility, at its own discretion, to analyze the documentation and decide on the Dispute, within 30 (thirty) days from receiving the information and documents by the last communicated User.

5.2.5. If the dispute is upheld, the respective amount of the Payment Account of the User who initiated the Dispute will be reversed. If the dispute is not upheld, the Transaction carried out will be maintained.

5.2.6. If the User who requested the opening of the Dispute fails to present the requested information and documents, the procedure will be automatically resolved.

5.3. If any User opens multiple Disputes, Qyon may: (i) withhold, in whole or in part, the amounts existing in the Payment Account, as a guarantee to cover potential damages; and (ii) suspend or permanently disable such User's access to the Platform.

5.4. Transactions will be automatically canceled when: (i) they are duplicate; (ii) there is incomplete or inaccurate information; (iii) in evidence or suspicion of irregularity or fraud; (iv) in the other cases provided for in this Agreement.

## **6. Retention and Authorized Discounts of Funds**

6.1. Users acknowledge and agree that Qyon, in accordance with the provisions of this Agreement, shall have the right to: (i) retain any amounts held in the Users' Payment Account to fully guarantee any payments that are due or for safeguarding against financial risks related to Users' obligations; and (ii) offset, with the amounts held in the Payment Account, the debts of Users, of any nature.

6.2. Retention and discount of amounts, existing or future shall be performed by Qyon, in the following cases:

(a) When there is a high level of operational or credit risk, associated with the history of Transactions carried out by the User;

(b) If there are indications of irregularity or risk of cancellation of the Transaction, due to denunciations, contestation, Dispute or for the improper use of the System;

(c) In cases where there is illiquidity, insolvency, reorganization proceeding, bankruptcy, closure of activities or any other hypothesis in which the User's difficulty in fulfilling his contractual and / or legal obligations is characterized;

(d) Whenever there is a breach of the obligations provided for in this Agreement or in the current legislation; or

(e) To comply with judicial or administrative orders.

6.3. If there is not enough balance to cover the payment of the debts owed, Users will be notified to proceed with the immediate loading of their Payment Account, under penalty of characterization of default and breach to this Agreement, automatically and without the need for further notice or any formality.

6.3.1. The absence or delay in the payment of any amounts owed by the User, will result in the payment of a 2% (two percent) default fee, and 1% interest ( one percent) per month, to be calculated on the amount due.

6.3.2. Users' default shall result in the immediate termination of this Agreement and the adoption of legal measures for the collection of the debt.

6.4. Users shall have a period of 60 (sixty) days to point out any divergence or inaccuracy in relation to the amounts posted in the Payment Account, as of the completion of the Transaction, debit posting or compensation. After this period, Users

will no longer be able to complain about the launches made, granting full and definitive discharge

## **7. Cash of Funds and Termination of the Payment Account**

7.1. Users may, at any time, provided that they have sufficient balance to bear the withdrawal and applicable bank fees, as well as any debts contracted under this Agreement, to fully redeem the funds held in the Payment Account, request to close the Payment Account.

7.2. When closing the Payment Account, Users may also request that the credit arising from the Transactions be transferred to their bank accounts, or even third parties' accounts, at the Users' order.

7.3. Users have full responsibility for the accuracy of the data reported on the bank account, of its ownership or of third parties (if available); exempting Qyon from any responsibility for the transfers made due to inaccurate or inaccurate information that may be reported by Users.

7.3.1. If it is not possible to redeem funds due to irregularity in the indicated bank account, the respective amounts will remain retained and will be kept in the Payment Account until the issue is regularized, without incurring any charges or penalties.

7.4. When due to a technical and / or operational failure in the System or in the banking system, the Payment Institution may, without incurring any burden or penalty, exceed, by up to 01 (one) business day, the period established to redeem the Account of Payment.

7.5. In the event that the scheduled date for the redemption of funds is considered a holiday or on a day of non-banking operation, payment will be made on the 1st (first) subsequent business day.

7.6. Failure to use the Payment Account, defined as the absence of any use for a period of 06 (six) months, will result in the collection of a fee for the reimbursement of maintenance expenses, which will be deducted from the existing balance in the Payment Account.

7.7. From the moment Users have no balance in his account for more than 30 (thirty) days, his Payment Account will be closed regardless of prior notice.

## **8. Fees**

8.1. In return for the services provided, Users shall pay fees, fixed or percentage rates, on each Transaction.

8.2. Users shall pay: (i) a fee for each Transaction carried out in the System; (ii) withdrawal fee for funds; (iii) Payment Account inactivity fee; (iv) fee for the transfer of funds to the third party checking account (if available); and (v) additional fees for other services to be contracted, cumulatively with other fees.



8.2.1. All fees will be informed in the Register and / or disclosed on the Platform at the time of the Transaction. They may also be requested by the consumer services' channels.

8.3. Qyon may adjust or change the amount of the fees charged, subject to User's prior notice, by email or prior disclosure on the Platform.

8.3.1. If the User does not agree with the new conditions of remuneration, he/she may terminate this Agreement, without incurring any charges or penalties. Silence will be interpreted as consent with respect to the new values of fees charged.

8.3.2. If new taxes are created or the conditions for calculating and / or collecting taxes on the current fees are changed, Qyon, with 10 (ten) days notice, will automatically adjust the amounts charged in order to re-establish the economic-financial balance.

8.4. Qyon may institute other types of remuneration, including on additional services that may be agreed upon in its own contractual instruments, upon prior notification to the User, 10 (ten) days in advance.

8.5. Users may, at any time, request the Termination of this Agreement and the closure of his Payment Account; through prior formal communication with a prior notice of at least 30 (thirty) days.

## **9. Term and Termination**

9.1. This Agreement is effective upon the date of the User's first access or use the Services and continues until terminated by Users or Qyon. Users may terminate this Agreement by closing their Qyon Payment Account at any time at the Platform, or by providing a written notice to [legal@qyon.com](mailto:legal@qyon.com).

9.2. Qyon may terminate this Agreement or close User's Payment Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing User Notice. Qyon may suspend User's Payment Account and ability to access funds in User's Payment Account, or terminate this Agreement, if (i) Qyon determines at its sole discretion that Users are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with Users' Qyon Account; (ii) Users use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or third party provider requires Qyon to do so; or (iv) Qyon is otherwise entitled to do so under this Agreement. Our third party providers may terminate your ability to access their services, at any time and for any reason, in which case you will no longer be able to access their services under this Agreement.

9.3. This Agreement shall also be terminated in the event of: (i) any Party files for any chapter of the Bankruptcy Code or insolvency proceeding; or (ii) breach of any obligation established in this Agreement that is not remedied within the stipulated period or, in the omission, within 10 (ten) days from the notification or notice..

9.4. If the termination of the Agreement occurs due to the User's breach or default, it is hereby established that such User's access to the Platform and the System will be immediately blocked, with the suspension of its Payment Account and retention of such User's credits for the period necessary so that the rights of both Qyon and third parties are preserved; without prejudice to the adoption of other necessary legal measures and the investigation and compensation of any additional damages.

## **10. Users' obligations and liability**

10.1. Compliance with Applicable Laws: Users must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to their use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

10.2. Restricted Businesses and Activities: Users may not use the Services to enable any person (including themselves) to benefit from any activities that Qyon has identified as a restricted business, including but not limited to: (i) credit repair, (ii) debt consolidation, (iii) payday loans, (iv) title loans, (v) telemarketing, (vi) tobacco sales, (vii) travel clubs, (viii) sweepstakes, (ix) marijuana or controlled substance supply, (x) tribal and entities that are not governed by the U.S. or states, (xi) mail order or telephone order companies, (xii) business located outside of the U.S, (xiii) adult entertainment, (xiv) stored value cards, (xv) illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, "potpourri not for human consumption", and other similar items), illegal online gambling / wagering, pyramid schemes, counterfeit goods, unlicensed sale of firearms or weapons, (xvi) any type of money laundering, or (xvii) other businesses that operate or engage in any business regulated by FinCEN, including money service businesses, e-money business, and businesses selling money orders or traveler's checks, and virtual or crypto-currency marketplaces and exchanges (collectively, "Restricted Businesses"). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC). Please review the list of thoroughly before registering for and opening a Payment Account. In case of uncertainty whether a category of business or activity is restricted or questions about how these restrictions apply to any User, please contact us at [legal@qyon.com](mailto:legal@qyon.com). Qyon may add to or update the Restricted Business list at any time.

10.3. Other Restricted Activities: Users may not use the Services to facilitate illegal Transactions or to permit others to use the Services for personal, family or household purposes. In addition, Users may not allow, and may not allow others to: (i) access or attempt to access non-public Qyon systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to Users under this Agreement; (v) work around any of the technical limitations of the Services

or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

10.4. Users are also obligated to pay all taxes, fees and other charges imposed by any governmental authority, including but not limited to any goods and services tax, sales tax and/or tax on the Services provided under this Agreement. Tax-exempt Users shall provide Qyon with an appropriate certificate or other satisfactory evidence of tax exemption. Discount of such taxes, fees and other charges on the balance of the Payment Account are duly authorized by Users.

10.5. Some Transactions may be subject to the collection of fees by financial institutions and third parties, as contracted by Users, and Qyon has no interference with such amounts eventually charged by third parties in the Payment Account.

10.6. Users acknowledge and agree that the execution of Transactions through the System is subject to the application of the current legislation, including prevention of money laundering, financing of terrorism and combating corruption; the transfer of Transaction amounts being subject to strict compliance with the applicable legislation.

10.7. In order to use the Functionalities and access to the System, Users must have equipment (computer, smartphone, tablet or other similar devices) with access to the internet and in compatible conditions for its use, being the exclusive responsibility of the User to obtain, maintain and fund such access and the necessary equipment (including taxes, fees or charges levied by service providers). Qyon and Sila shall not be liable for the non-execution of the Transaction due to the incompatibility of the equipment or the absence or failure to access the internet.

**10.8. Qyon and Sila shall not be subject to any and all judicial or extrajudicial claims or litigation arising from the use of the System, including with regard to the User's own activities and issues related to the legal business entered into by the User outside the System.**

10.9. Users shall reimburse Qyon and Sila for all amounts proven to be spent on lawsuits or administrative proceedings that have been filed against them due to the breach of obligations attributable to such User.

10.9.1. Qyon may retain the credits held by or owed to Users and compensate them for the payment of debts resulting from lawsuit convictions and legal fees and expenses.

10.10. Qyon's Privacy Policy indicates how personal information are collected, used, stored, processed, shared, disclosed and protected. Users shall carefully read the Privacy Policy, which is part of this Agreement.

10.10.1. Qyon shall take all necessary measures and use appropriate technologies to protect the collection, processing and storage of the Users' information;

however, there is no way to ensure that unauthorized third parties use fraudulent means for theft, misuse, alteration or unauthorized access to Users information.

## **11. License and Intellectual Property**

11.1. Qyon, as a licensee, authorizes the use by Users of the Functionalities that make up the System, during the term of this Agreement, under the terms and conditions set forth herein.

11.2. Users acknowledge and agree that the intellectual property of the Functionalities are sole and exclusive ownership of Qyon, as a licensee.

11.2.1. Users shall not: (i) copy or transfer, in any way, totally or partially, any Functionalities or information related to the Functionalities; (ii) modify the characteristics of the Functionalities or integrate them with other systems or software; (iii) copy the data extracted from the System, except those related to the payment account transactions.

11.3. Users shall not infringe any rights related to the trademarks, patents, software, internet domain, industrial secret or, still, industrial property right or copyright of any services or Functionalities made available under this Agreement, as well as not to use the name, brand, logo or any type of distinctive sign of Qyon or its partners, without prior written consent.

## **12. Disclosures and Notices; Electronic Signature Consent**

12.1. Consent to Electronic Disclosures and Notices: By registering for a Qyon Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Qyon (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

12.2. Methods of Delivery: Users agree that Qyon can provide Notices regarding the Services through the Website and/or App or by mailing Notices to the email or physical addresses identified in your Qyon Account. Notices may include notifications about your Payment Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website, mailed, or emailed to you.

12.3. Requirements for Delivery: Users need a computer or mobile device, Internet connectivity, and an updated browser to access and review the Notices provided to them. If Users have any problems viewing or accessing any Notices, please contact us at [support@qyon.com](mailto:support@qyon.com) and we can find another means of delivery.

12.4. Withdrawing Consent: Due to the nature of the Services, Users will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, Users may choose to withdraw their consent to receive Notices electronically by terminating their Qyon Payment Account.

### **13. Additional legal terms**

13.1. **No Warranties and Limitation of Liability.** Information provided on the Website and/or on the App is provided “as is” without warranty of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose or noninfringement. Qyon periodically adds changes, improves or updates the information and documents on the website and/or on the App without notice. Qyon assumes no liability or responsibility for any errors or omissions in the content of the website and/or of the App. Your use of the Website and/or the App is at your own risk. Under no circumstances and under no legal theory shall Qyon, its third party providers or any other party involved in creating, producing or delivering the Website’s and/or the App’s contents be liable to you or any other person for any indirect, special, incidental or consequential damages of any character arising from your access to, or use of, the Website and/or the App.

13.2. **Links to Third Party Sites.** If you use any links on the Website and/or the App to websites and/or apps not maintained by Qyon, you will leave the Qyon website or App. The linked sites and/or Apps are not under the control of Qyon and Qyon is not responsible for the contents of any linked site and/or App or any link contained on a linked site and/or App. Qyon provides these links to you only as a convenience and the inclusion of any link does not imply recommendation, approval or endorsement by Qyon of the site and/or App.

13.3. Qyon disclaims any knowledge of, and does not guarantee: (a) the accuracy, reliability, or correctness of any data provided through the Services; (b) that the Services will meet Users’ specific business needs or requirements; (c) that the Services will be available at any particular time or location, or will function in an uninterrupted manner or be secure; (d) that Qyon will correct any defects or errors in the service, API, documentation or data; or (e) that the services are free of viruses or other harmful code. Use of data you access or download through the services is done at your own risk – Users are solely responsible for any damage to their property, loss of data, or any other loss that results from such access or download. Qyon makes no guarantees regarding processing Transaction times or payout schedules.

13.4. **Limitation of Liability.** Under no circumstances will Qyon be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or Qyon have been advised of the possibility of such damages. Qyon is not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your Qyon Payment Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. Qyon further denies responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorized access of servers, infrastructure, or Data used in connection with the Services; (c)

interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

13.4.1 You agree to limit any additional liability not disclaimed or denied under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Qyon during the three-month period immediately preceding the event that gave rise to your claim for damages.

13.4.2 These limitations on Qyon's liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

13.5. Qyon may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We or any of our third party service providers may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Qyon is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

13.6. Dispute Resolution; Agreement to Arbitrate. Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property (such dispute will be determined by the United States District Court for the District of Oregon), will be determined by arbitration in Portland, Oregon before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of Oregon, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the District of Oregon to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

13.6.1 Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

13.6.2 Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

13.6.3 Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

13.6.4 Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Oregon. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Portland, Oregon. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

13.6.5 Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

13.6.6 Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

13.6.7 Conflict of Rules: If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

13.7. Entire Agreement. This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between Users and Qyon for provision and use of the Services. Except where expressly stated otherwise in a writing executed between User and Sila, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth the exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

13.8. Cumulative Rights, Construction, Waiver. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term “including” or “such as” is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party’s rights to subsequently enforce the provision.