

These Terms of Service (this "Agreement") constitute a binding legal contract between you ("you," "your," or the "User") and Amulets Labs, LLC, a Delaware limited liability company ("Amulets," "we," "us," or "our"). This Agreement governs your access to and use of the Services (as defined below), including Amulets' digital wallet functionality and any associated prepaid payment card or virtual card product (collectively, the "Amulets Card"), if and when offered. By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree, do not access or use the Services.

### **Table of Contents**

1.	Definitions
2.	Eligibility; User Representations and Warranties
3.	Account Registration; Customer Identification Program (CIP)
4.	Compliance with AML/CTF and Sanctions Laws
5.	Description of Services
6.	Amulets Card (Summary of Card Terms)
7.	Fees and Pricing
8.	Prohibited Uses
9.	User Responsibilities; Security; Taxes
10.	Custody
11.	Risk Disclosures
12.	Third-Party Services; External Custodians and Processors
13.	Intellectual Property; License and Restrictions



14.	Suspension; Restriction; Termination
15.	Indemnification
16.	Limitation of Liability
17.	Dispute Resolution; Binding Arbitration; Class Action Waiver
18.	Governing Law; Venue
19.	Privacy and Data Protection
20.	Electronic Communications; E-SIGN Consent
21.	Changes to the Services and to this Agreement
22.	Notices
23.	Assignment; Change of Control
24.	Entire Agreement; Severability; Waiver; Interpretation
25.	Survival; Contact Information
A	Annex A: Sanctions and Watchlists (Overview)
В	Annex B: Error Resolution and Dispute Assistance (Card)
С	Annex C: Representative Risk Factors (Informational)



#### 1. Definitions

"Account": means the user account you open with Amulets to access the Services.

"Affiliate": means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Applicable Law": means all U.S. federal, state, and local laws, rules, regulations, regulatory guidance, and self-regulatory rules applicable to the Services, including without limitation the Bank Secrecy Act (BSA), its implementing regulations and related FinCEN guidance; the USA PATRIOT Act; the Electronic Fund Transfer Act and Regulation E (including the CFPB's Prepaid Accounts Rule, 12 CFR Part 1005); OFAC sanctions programs; the Gramm-Leach-Bliley Act (GLBA); state money transmission laws; and, where relevant, the EU General Data Protection Regulation (GDPR) and the California Consumer Privacy Act as amended by the CPRA (CCPA/CPRA).

"Amulets Card": means a prepaid payment card (physical or virtual) on the Visa network, if offered, that can be funded via in-app crypto-to-fiat conversions and used at merchants that accept Visa.

<u>"Digital Asset"</u> or <u>"Virtual Asset"</u> means any cryptographic token, cryptocurrency, stablecoin, or other blockchain-based asset supported by the Services.

<u>"Exchange Rate":</u> means the rate used to convert between Digital Assets and Fiat Currency for a given transaction.

<u>"Fee Schedule":</u> means the page located on this <u>link</u>, which lists current fees, as updated from time to time.

"Fiat Currency": means a currency issued by a sovereign government (e.g., U.S. Dollars).



"High-Risk": means categories of customers, geographies, activities, counterparties, or assets that Amulets designates as elevated risk under its risk-based AML/CTF program, which may require Enhanced Due Diligence (EDD) and additional controls.

<u>"Issuer":</u> means the U.S.-licensed financial institution that issues the Amulets Card. The Issuer is the creditor/issuer for card transactions and is responsible for providing certain consumer disclosures and protections under Applicable Law.

<u>"Partner":</u> means a third-party service provider that Amulets engages, such as a program manager, exchange, liquidity provider, payments processor, identity verification provider, data vendor or custodian.

"PEP": means a politically exposed person, as defined under AML/CTF guidance.

<u>"Restricted Jurisdiction":</u> means any country, region or territory where access to or use of the Services is restricted or prohibited under Applicable Law, sanctions programs, network rules, our Issuer/Partners' requirements, or Amulets' risk assessment, as listed from time to time on this page.

<u>"Sanctions Lists":</u> means the Specially Designated Nationals and Blocked Persons List (SDN) and other sanctions or watchlists administered by the U.S. Office of Foreign Assets Control (OFAC), as well as the BIS Denied Persons List, and other lists described in Annex A.

<u>"Services"</u>: means the products and features Amulets makes available, including wallet services, crypto-to-fiat conversion, the Amulets Card, related APIs, and the website and applications.

<u>"User Content":</u> means all content, data, information, instructions, and materials submitted or transmitted by you to or through the Services.

The definitions above apply whether used in the singular or plural and whether capitalized or not, unless the context clearly requires otherwise. Other terms may be defined within the body of this Agreement or the Annexes.



### 2. Eligibility; User Representations and Warranties

<u>2.1 Eligibility:</u> You must be at least eighteen (18) years old and have the legal capacity to enter into this Agreement. Certain features (including the Amulets Card) are available only in supported jurisdictions and may require additional eligibility set by the Issuer (e.g., identity and residency checks).

<u>2.2 Personal Use; Sanctions:</u> You represent and warrant that you will use the Services for your own personal use and not on behalf of any other person. You further represent that you: (a) are not located in, resident in, or ordinarily resident of a Restricted Jurisdiction; (b) are not identified on any Sanctions Lists; and (c) will not use the Services in violation of sanctions, export controls, or anti-boycott laws.

2.3 Information Accuracy; Verification: You agree to provide true, accurate, current, and complete information during onboarding and thereafter, and to promptly update such information if it changes. You authorize Amulets to make inquiries, directly or through Partners, that we consider necessary to verify your identity and assess risk, including sanctions screening and documentary/non-documentary verification methods.

<u>2.4 Ongoing Eligibility: Our Rights:</u> Your access to specific products or features may be restricted based on your location, Applicable Law, Issuer or Partner requirements, or our risk assessment. We may refuse service, or close, suspend, or limit your Account at our discretion consistent with Applicable Law, including where we identify elevated financial-crime risk, suspected fraud, regulatory or network restrictions, or adverse information.

## 3. Account Registration; Customer Identification Program (CIP)

3.1 Information We Collect: To open and maintain your Account, we collect information to verify your identity (for individuals, e.g., legal name, date of birth, government-issued ID



number, address) and, where permitted by law and necessary, verification artifacts (e.g., selfie/face match).

- 3.2 Screening and Updates: You authorize sanctions screening, watchlist checks, and documentary/non-documentary verification on onboarding and on an ongoing basis. You must keep your information true, accurate, current and promptly update it if it changes.
- 3.3 Additional Requests (EDD): We may request additional information or documents (including source of funds/wealth) based on risk. If you do not provide requested information, we may deny onboarding or suspend/terminate access.
- <u>3.4 Partners:</u> We may rely on Partners to perform some or all onboarding, KYC/KYB, and verification steps on our behalf. Your use of the Services constitutes consent to such reliance and data sharing as described in our Privacy Policy.

### 4. Compliance with AML/CTF and Sanctions Laws

- 4.1 Program: Amulets maintains a risk-based AML/CTF and sanctions compliance program designed to meet Applicable Law. The program includes internal policies and controls, designated compliance personnel, ongoing training and independent testing.
- 4.2 Screening & Monitoring: We conduct sanctions screening, transaction monitoring, negative news screening, and other controls proportionate to risk. Where warranted, we will file required regulatory reports and respond to lawful requests.
- 4.3 Travel Rule & Counterparty Information: For transfers that meet applicable thresholds or criteria, we may collect, transmit, request and retain originator/beneficiary and counterparty/VASP information (the "Travel Rule" or equivalent requirements). We may refuse or reverse a transfer if required information is missing, inconsistent or cannot be verified.
- <u>4.4 KYT & EDD:</u> We perform Know-Your-Transaction (KYT) on-chain and off-chain and may request Enhanced Due Diligence (EDD), including source-of-funds/wealth, transaction



explanations and supporting documents. Failure to cooperate may result in holds, restrictions or termination.

4.5 Holds, Freezes, and Blocks: We may place holds, reject transactions, or freeze/block assets where required by law or where we reasonably suspect sanctions, AML/CTF, fraud or other illicit activity. We may report suspicious activity to authorities without notice where permitted by law.

#### **5. Description of Services**

- <u>5.1 Wallet:</u> The Services include wallet functionality for supported Digital Assets shown in the app. In custodial mode, Amulets or its custodian controls the private keys; in non-custodial mode, you control the keys. On-chain transfers are irreversible once broadcast.
- <u>5.2 Amulets Card</u>: If offered, the Amulets Card is provided under the Issuer's Cardholder Agreement. Card loads are funded from your Amulets balance after crypto-to-fiat conversion and may be subject to holds, limits and reviews.
- <u>5.3 Conversions:</u> You may convert between supported Digital Assets and Fiat Currency as available in the app. Pricing and Exchange Rates are described in Section 7 (Fees and Pricing).
- <u>5.4 Availability and Changes:</u> Features, supported assets, and limits may change, be added or be discontinued. We may pause deposits, withdrawals, or conversions during maintenance, network events, abnormal conditions or Partner outages. Processing times vary by asset, network conditions and Partners and are not guaranteed.

### 6. Amulets Card (Summary of Card Terms)

<u>6.1 Issuer & Program:</u> The Amulets Card is issued by a licensed financial institution partner (the Issuer) on the Visa network and may be managed by a program manager Partner. By requesting or using the Card, you agree to the Issuer's Cardholder Agreement. If there is any conflict, the Cardholder Agreement controls for card matters.



<u>6.2 Eligibility & Activation:</u> The Card is available only in supported jurisdictions and to Users who meet additional eligibility requirements set by the Issuer (which may include identity, residency and other checks). Activation and usage instructions are provided in-app and/or by the Issuer.

6.3 Loads & Availability: Card loads are funded from your Amulets balance after successful crypto-to-fiat conversion and may be subject to holds, limits or reviews. Certain merchant categories (such as fuel pumps, hotels, and car rentals) may place pre-authorization holds until settlement.

<u>6.4 FX & Pricing:</u> Exchange Rates and any applicable spread for card transactions are applied as described in Section 7 (Fees and Pricing). A pre-transaction quote may not be presented for Card use; by using the Card you accept that the applicable rate appears after the transaction in your history/receipt.

6.5 Disputes & Error Resolution: Unauthorized electronic fund transfers, merchant disputes, and error resolution are handled under the Issuer's Cardholder Agreement and applicable law (for example, Regulation E where applicable). Follow the Issuer's procedures and timelines. Amulets may assist in facilitating communications but does not control chargeback or error-resolution outcomes.

<u>6.6 Limits, Restrictions & Suspensions:</u> The Issuer and Partners may impose or change limits, merchant category restrictions, velocity rules, and other controls. Transactions may be declined or reversed to comply with law, network rules, or risk controls.

<u>6.7 No Deposit/Insurance:</u> Card funds are not bank deposits and are not FDIC-insured unless expressly stated in the Issuer's disclosures.

### 7. Fees and Pricing

7.1 Fee Schedule & Methodology: The current fees applicable to the Services (including wallet services, on-chain withdrawals, app conversions, and, if offered, the Amulets Card) are listed on



this <u>link</u> (the "Fee Schedule"). This page also explains our pricing and Exchange Rate methodology and may be updated from time to time. Certain fees are charged by our Issuer, networks or Partners and will be disclosed in their terms or at the point of use.

#### 7.2 FX & Spread, App Conversions vs. Card Transactions:

- <u>7.2.1 App Conversions:</u> We display a quote with a countdown timer. If you confirm within the timer, your conversion executes at that quoted rate. If the timer expires, we will show a new quote that you can accept or decline.
- <u>7.2.2 Card Transactions:</u> For transactions using the Amulets Card, an Exchange Rate may be applied at authorization and/or settlement. By using the card, you accept that the applicable rate is shown after the transaction in your history/receipt, consistent with the Fee Schedule on this link.
- 7.3 On-Chain Withdrawal Fees: For on-chain withdrawals, we charge a withdrawal fee shown at the point of use. This fee may differ from the network fee visible on-chain.
- <u>7.4 Third-Party Fees:</u> ATM owners/operators, card networks, custodians, liquidity venues or other Partners may charge separate fees (e.g., ATM surcharges, network assessments). These are your responsibility unless expressly stated otherwise.
- <u>7.5 Changes & Notice:</u> We may update the Fee Schedule and methodology periodically. Where Applicable Law requires advance notice, we will provide such notice (typically 30 days) before changes take effect. Changes do not affect completed transactions.
- <u>7.6 No Best-Rate Obligation.</u> You acknowledge that Exchange Rates are decentralized and fragmented and that we do not owe a duty to obtain the best available rate across all venues.

#### 8. Prohibited Uses

- 8.1 General Prohibition: You may not use the Services for any activity that is illegal, violates Applicable Law, network rules, or this Agreement, or that we reasonably deem to expose Amulets, our Partners or Users to risk.
- 8.2 Restricted/Prohibited Jurisdictions: You may not access or use the Services if you are located, established, or ordinarily resident in a **Restricted Jurisdiction**. We maintain and update



the list of Restricted Jurisdictions <u>here</u>. We may also restrict specific features or products for residents of certain jurisdictions as required by law, our Issuer, networks or Partners.

8.3 Regulated or Unlawful Activities: Prohibited uses include activities involving controlled substances without proper authorization; weapons/explosives; child sexual abuse material; gambling subject to licensing where you lack authorization; prostitution or unlawful adult services; counterfeit/pirated or "gray market" goods; Ponzi/pyramid schemes, fraud or deceptive practices; darknet markets; ransomware; malware; hacking tools; illicit NFTs; wash trading; market manipulation; shell banks; anonymous/bearer-share entities lacking transparency.

<u>8.4 Intellectual Property Infringement:</u> Prohibited uses include selling, distributing, or streaming copyrighted works without authorization; trafficking in counterfeit goods; or any activity that infringes or facilitates the infringement of third-party IP or privacy rights.

<u>8.5 Violent or Hateful Activities:</u> You may not use the Services to promote, support, or perpetrate violence, terrorism, or physical harm, or to incite hatred, harassment or discrimination against protected classes.

<u>8.6 Misuse of Partner Products and Marks:</u> You may not use any Partner's products to transact on behalf of undisclosed third parties, misstate your identity or business, or misuse names, logos, trademarks, or service marks of Amulets or its Partners without prior written consent or in a manner that misrepresents affiliation, sponsorship or endorsement.

8.7 Enforcement and Remedies: We may deny, suspend, or terminate access; freeze or reject transactions; report to authorities; and pursue legal remedies, including damages and injunctive relief, as reasonably necessary to protect Amulets, our Partners, Users or third parties.



## 9. User Responsibilities; Security; Taxes

9.1 Security of Access Credentials: You are responsible for keeping your Account credentials, passcodes, recovery phrases and any private keys (for non-custodial features) confidential and for all activity under your Account. Notify us immediately at support@amulets.io if you suspect unauthorized access or a security incident.

<u>9.2 Device Hygiene:</u> You are responsible for maintaining updated devices/browsers and reasonable security (e.g., OS updates, screen locks) when accessing the Services.

<u>9.3 Taxes:</u> You are solely responsible for determining, reporting, and paying any taxes arising from your use of the Services. Where required by law, we may provide informational statements (e.g., IRS Forms 1099). We do not provide tax or accounting advice.

### 10. Custody

10.1 Custodial Wallet: In a custodial wallet, Amulets or its designated custodian controls the private keys to facilitate transactions; you do not have access to those keys. Your supported Digital Assets remain your property and are maintained in accounts segregated from Amulets' corporate funds, on an omnibus basis with books and records attributing units to each User.

<u>10.2 Non-Custodial Wallet:</u> In a non-custodial wallet, you control the private keys. Amulets cannot access, recover or replace those keys or assets if lost or compromised.

10.3 No Rehypothecation Without Consent: We do not pledge, lend or otherwise rehypothecate your Digital Assets without your explicit consent, except as required by law or disclosed at the point of use.



<u>10.4 Operational Pauses:</u> We may pause deposits or withdrawals (e.g., during network congestion, upgrades, abnormal conditions, or partner outages). Upon resumption, processing order and timing are not guaranteed.

10.5 Segregation & Insolvency: Client assets are kept separate from corporate funds and we require our custodial Partners to do the same. However, the legal treatment in any custodian/partner insolvency is determined by Applicable Law and the custodian's terms; segregation does not guarantee a particular outcome in bankruptcy or similar proceedings.

#### 11. Risk Disclosures

Digital assets and related services involve risks, including:

- <u>11.1 Market & Liquidity:</u> Prices are volatile; markets may be thin or unavailable; you may be unable to buy/sell/convert at expected prices.
- <u>11.2 Execution & Slippage:</u> Quotes may change before execution; final rates reflect execution time and conditions (see Section 7).
- 11.3 Stablecoin Risk: Stablecoins can de-peg or fail to maintain parity with their reference asset.
- <u>11.4 Technology & Cyber:</u> Protocol bugs, smart-contract failures, private-key compromise, network attacks or custody/venue outages may cause loss or delay.
- <u>11.5 On-Chain Finality:</u> Blockchain transfers can be delayed, reordered or become irreversible once confirmed.
- <u>11.6 Regulatory Change:</u> Laws and rules may change quickly and could restrict, suspend or prohibit features or assets.
- <u>11.7 Counterparty Risk:</u> Third-party insolvency (custodians, liquidity venues, issuers, processors) can delay or impair access to funds.
- <u>11.8 No Insurance:</u> Balances are not insured by the FDIC or SIPC unless expressly stated in the Issuer's disclosures.
- 11.9 Taxes: You are responsible for all applicable taxes (see Section 9).



## 12. Third-Party Services; External Custodians and Processors

<u>12.1 Partners and Issuer:</u> We rely on third parties (including the Issuer, program managers, custodians, liquidity venues, identity/KYC vendors, payment processors, and data providers) to deliver parts of the Services.

12.2 Independent Terms: Your rights and obligations with a Partner (including the Issuer) may be governed by that Partner's own terms and disclosures. In a conflict, those Partner terms control for the portion of the Services they provide (e.g., card matters under the Issuer's Cardholder Agreement).

<u>12.3 Responsibility:</u> Amulets is not responsible for acts or omissions of Partners we do not control. We do not guarantee, endorse, or assume liability for third-party content, availability or performance. Service availability may be affected by Partner or network outages.

<u>12.4 Data Sharing:</u> We share personal information with Partners as needed to provide the Services, as described in our Privacy Policy.

## 13. Intellectual Property; License and Restrictions

13.1 Ownership: All rights, title, and interest in and to the Services (including software, interfaces, documentation and trademarks) are owned by Amulets or its licensors. Open-source components are provided under their respective licenses.

13.2 License to You: Subject to this Agreement, Amulets grants you a revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for personal, lawful use.

13.3 Restrictions: You may not (a) copy, modify, adapt, translate, or create derivative works of the Services; (b) reverse engineer, decompile, or attempt to extract source code except to the extent permitted by law; (c) remove or alter proprietary notices; (d) access the Services using any



automated means (scraping, spiders, bots) without our prior written consent; (e) circumvent or interfere with security, usage limits, or access controls; or (f) use our marks without written permission.

<u>13.4 Feedback:</u> If you provide feedback or suggestions, you grant Amulets a perpetual, irrevocable, royalty-free right to use them without restriction or attribution.

### 14. Suspension; Restriction; Termination

<u>14.1 Our Rights:</u> We may suspend, restrict, or terminate the Services or your Account immediately if we suspect a breach of this Agreement or Applicable Law; fraud, sanctions/AML concerns, or security incidents; if requested by a regulator, law enforcement, Issuer, network, or Partner; or for risk-management reasons.

<u>14.2 Effect of Suspension/Termination:</u> During suspension, features (including deposits, withdrawals, conversions, and Card use) may be unavailable. Upon termination, and subject to legal holds and compliance reviews, we will use commercially reasonable efforts to permit the withdrawal of lawful funds/assets.

<u>14.3 Compliance Holds; Reviews:</u> We may place holds or delays to complete investigations, sanctions/AML screening, chargeback/error reviews, or to comply with court orders or lawful requests.

<u>14.4 Dormant/Incorrect/Unauthorized Accounts:</u> We may close dormant or unclaimed accounts as permitted by law (including escheatment) and may correct, reverse, or cancel transactions we determine were unauthorized, erroneous, or in violation of this Agreement.

<u>14.5 Your Closure:</u> You may request to close your Account at any time. Closure may require completing pending reviews and withdrawing available funds/assets first. Certain records may be retained as required by law.



#### 15. Indemnification

You agree to indemnify, defend, and hold harmless Amulets and its Affiliates, and their officers, directors, employees, and agents, from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your breach of this Agreement or Applicable Law; (b) your User Content; or (c) your misuse of the Services.

We will promptly notify you of any claim subject to this Section (provided that a delay will not relieve your obligations except to the extent materially prejudicial). Amulets may assume the defense and control of any matter at its expense; you will cooperate as reasonably requested. No settlement that imposes obligations on Amulets or admits fault on Amulets' behalf may be made without our prior written consent (not to be unreasonably withheld). This Section does not apply to claims to the extent caused by Amulets' gross negligence, fraud or willful misconduct.

# 16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AMULETS AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AMULETS' GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, AMULETS' AGGREGATE LIABILITY WILL NOT EXCEED THE FEES PAID BY YOU TO AMULETS FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY; IN SUCH CASES, THESE LIMITS APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



## 17. Dispute Resolution; Binding Arbitration; Class Action Waiver

<u>17.1 Agreement to Arbitrate:</u> Any dispute, claim or controversy arising out of or relating to this Agreement or the Services will be resolved by binding arbitration under the U.S. Federal Arbitration Act and administered by the American Arbitration Association (AAA) pursuant to its Consumer Arbitration Rules. The seat of arbitration is Wilmington, Delaware. Hearings may be conducted by video/teleconference unless the arbitrator requires an in-person hearing.

<u>17.2 Small-Claims Carve-Out:</u> Either party may bring an individual action in small-claims court for qualifying claims in the county of your residence (in the U.S.) or in New Castle County, Delaware.

<u>17.3 Class Action and Jury Trial Waiver:</u> You and Amulets may bring claims only in your or its individual capacity, not as a plaintiff or class member in any purported class or representative proceeding. You and Amulets waive any right to a jury trial.

<u>17.4 Delegation:</u> The arbitrator has exclusive authority to resolve disputes relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or part of this agreement is void or voidable.

17.5 Fees and Costs: Filing, administrative, and arbitrator fees will be governed by AAA rules. For consumer arbitrations, Amulets will pay AAA fees in excess of USD \$200. Each party bears its own attorneys' fees and costs unless the arbitrator awards them under Applicable Law.

<u>17.6 Opt-Out:</u> You may opt out of this Section 17 within thirty (30) days of first accepting this Agreement by sending written notice to the address in Section 22 and to support@amulets.io with the subject "Arbitration Opt-Out." Opting out will not affect your other rights or obligations under this Agreement.



<u>17.7 Injunctive Relief:</u> Nothing in this Section prevents either party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual property or confidential information pending arbitration.

### 18. Governing Law; Venue

This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Subject to Section 17 (Arbitration): (i) if you validly opt out of arbitration or a claim is otherwise not subject to arbitration, the exclusive venue will be the state or federal courts located in Delaware; and (ii) you consent to personal jurisdiction in those courts.

#### 19. Privacy and Data Protection

19.1 Privacy Policy; Controller: Your personal information is handled as described in our Privacy Policy. Amulets Labs, LLC is the controller for processing related to the Services, except where Partners act under their own terms.

19.2 KYC/AML and Monitoring: To provide the Services and meet legal obligations (including AML/CTF, sanctions, and fraud prevention), we and our Partners may collect and verify identity information and conduct ongoing screening and monitoring.

- 19.3 Sharing with Partners: We share personal information with Issuers, program managers, custodians, liquidity/processing providers, identity/KYC vendors and other Partners to operate the Services, as described in the Privacy Policy.
- <u>19.4 Cross-Border Transfers:</u> We may transfer personal information internationally as permitted by applicable law and as described in the Privacy Policy.
- <u>19.5 Retention:</u> We retain personal information as needed to provide the Services and to satisfy legal, audit, and compliance requirements (including AML/CTF recordkeeping).



<u>19.6 Contact:</u> Privacy inquiries or requests: support@amulets.io (or as described in the Privacy Policy).

### 20. Electronic Communications; E-SIGN Consent

<u>20.1 Consent & Scope:</u> You agree to receive all disclosures, agreements, notices, statements, receipts and updates related to the Services electronically (email, in-app and website).

<u>20.2 Requirements:</u> To access and retain records you need internet access, a recent web browser that supports HTTPS (TLS), a valid email address, and the ability to view/save PDFs.

<u>20.3 Keep Info Current:</u> Keep your contact details (including email) up to date in-app or via support@amulets.io.

<u>20.4 Withdrawal of Consent:</u> You may withdraw E-SIGN consent by emailing support@amulets.io from your Account's primary email. We **do not provide paper delivery.** Withdrawing consent will limit or suspend Services that require electronic delivery (including the Amulets Card) and may require closing your Account after you withdraw available funds. Prior Electronic Communications remain valid.

<u>20.5 Retention:</u> Electronic Communications are provided in a form you can retain (e.g., downloadable/printable PDFs or web pages).

## 21. Changes to the Services and to this Agreement

We may modify the Services or this Agreement from time to time. Where required by Applicable Law, we will provide advance notice (typically 30 days) before changes take effect. Changes do not apply retroactively to completed transactions. Your continued use after the effective date constitutes acceptance of the updated terms.



#### 22. Notices

Notices to you may be provided electronically (including email and in-app). Legal notices to Amulets must be sent to support@amulets.io or to Amulets Labs, LLC, 1111B S Governors Ave STE 37811, Dover, DE 19904, USA and are effective upon receipt.

### 23. Assignment; Change of Control

You may not assign or transfer this Agreement or your rights or obligations hereunder without our prior written consent, and any attempted assignment without consent is void. We may assign or transfer this Agreement, in whole or in part, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of assets. Any permitted assignee will assume our obligations under this Agreement.

## 24. Entire Agreement; Severability; Waiver; Interpretation

<u>24.1 Entire Agreement:</u> This Agreement, together with any incorporated terms (including the Privacy Policy and, if applicable, the Issuer's Cardholder Agreement), is the entire agreement between you and Amulets regarding the Services and supersedes prior or contemporaneous agreements on the subject matter.

<u>24.2 Severability:</u> If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid and enforceable.

<u>24.3 No Waiver:</u> A waiver must be in writing and signed by the waiving party. A waiver of one breach is not a waiver of any other or subsequent breach.



<u>24.4 Interpretation:</u> Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation." The parties are independent contractors. There are no third-party beneficiaries to this Agreement.

#### 25. Survival; Contact Information

<u>25.1 Survival:</u> Sections 2.2, 2.4, 3.3–3.4, 4, 5.4, 6.4–6.7, 7, 8, 9, 10, 11, 12, 13, 14.2–14.5, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and any provisions that by their nature should survive termination, will survive termination of this Agreement.

<u>25.2 Contact:</u> General questions: support@amulets.io. Legal notices must follow Section 22.

#### **Annex A: Sanctions and Watchlists (Overview)**

We screen Users and transactions against applicable sanctions and watchlists, including lists administered by the U.S. Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce (e.g., SDN List, SSI List, Denied Persons, Entity List), and other lists as required by Applicable Law. You must not use the Services if you are subject to sanctions or located in a Restricted Jurisdiction. You must notify us promptly if you become listed on a sanctions or watchlist or are otherwise restricted. Our restricted jurisdictions are maintained at this page.

### **Annex B: Error Resolution and Dispute Assistance (Card)**

For unauthorized electronic fund transfers, errors, or merchant disputes involving the Amulets Card, follow the procedures and timelines in the Issuer's Cardholder Agreement and disclosures. Prompt reporting is required. Use the Issuer's designated channels (as stated in the Cardholder Agreement). Amulets may help facilitate communications with the Issuer or network, but does not control chargeback or error-resolution outcomes.



## **Annex C: Representative Risk Factors (Informational)**

- Consensus changes, protocol governance failures, or validator concentration may adversely affect Digital Assets.
- Bridges and cross-chain infrastructure may be exploited, leading to loss.
- Regulatory designations (e.g., securities or commodities) may restrict availability or impose obligations.
- Third-party insolvency (exchanges, custodians) could delay or impair access to funds.
- Tax treatment of Digital Assets may change or be uncertain.