



# UGLYCASH

## BFF United - UGLYCASH User Agreement

*Last Updated: July 10, 2025.*

This User Agreement (“**Agreement**”) is a contract between you and BFF United, LLC (“**BFF United**”, “**Company**”, “**the Company**” “**we**” or “**our**”) governing your use of the UGLYCASH application (“**UGLYCASH**”) as a user (“**User**”, “**you**”, or “**your**”).

By creating an account on UGLYCASH (a “**UGLYCASH Account**”) and by using any of the services provided by UGLYCASH, you agree that you have read, understood, and accepted all the terms and conditions contained in this Agreement, as well as our Privacy Policy, the E-Sign Consent and the U.S. Law Enforcement Request Policy. You also acknowledge and agree that you will be bound by these agreements and policies. As stated in [Section 25 \(Amendments\)](#) of this Agreement, this document may be modified from time to time. Text provided in boxes throughout this Agreement is included solely for your convenience to help you understand the Agreement but does not form part of this Agreement. If after reading this Agreement in its entirety you are unsure about any terms or have any questions, please contact our support team via email at: [support@ugly.cash](mailto:support@ugly.cash).

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### 1. Overview

Your use of the UGLYCASH Account is governed by this Agreement and is conditioned upon your compliance with its provisions and applicable law. You acknowledge that any violation of this Agreement or applicable law may result in potential consequences, including the possible loss or forfeiture of your account balance. Your account balance is backed by stablecoins, a type of stable digital currency denominated in U.S. dollars. Although the price of stablecoins may fluctuate on various exchange platforms, the Company will honor and guarantee a redemption value of 1:1—one stablecoin for one U.S. dollar—regardless of the stablecoin's prevailing market price on other exchange platforms.

The Company reserves the right to change the cryptocurrency backing your account balance but will notify you at least seven (7) days in advance of any such change, providing you the opportunity to withdraw your account balance before the change takes effect. You further acknowledge that sending stablecoins or other cryptocurrencies to another User automatically transfers and assigns ownership of those stablecoins or cryptocurrencies to the receiving User.

Furthermore, all customer funds deposited with the Company are held in segregated accounts maintained separately from the Company's corporate operating funds and assets. Customer funds are held in trust for the exclusive benefit of customers and are not considered assets of the Company. In the event of the Company's insolvency, bankruptcy, or other financial distress, customer funds held in segregated accounts shall not be available to satisfy claims of the Company's general creditors and shall remain the property of customers. The Company maintains these segregated accounts in accordance

with applicable regulatory requirements and does not commingle customer funds with its own corporate assets or use customer funds for lending, hypothecation or other Company activities. Customers retain beneficial ownership of their deposited funds at all times, and the Company acts solely as custodian or trustee with respect to such funds. This segregation is designed to provide protection for customer assets, though customers should be aware that no protection can be absolute and should consider the overall financial strength and regulatory compliance of the Company when making deposit decisions.

## **2. Applicable Laws and Regulations.**

Your use of UGLYCASH is subject to all applicable laws, regulations, and rules imposed by any relevant governmental or regulatory authority, including, without limitation, those pertaining to taxation, Anti-Money Laundering (AML), and Countering the Financing of Terrorism (CFT). As a U.S. company registered as a Money Services Business with FinCEN, the Company must comply with the Bank Secrecy Act and other applicable laws. You clearly acknowledge and agree that by using UGLYCASH in any capacity, you will act in accordance with and be legally bound by this Agreement, as well as all applicable laws and regulations (including, without limitation, those explicitly outlined in this Agreement, if applicable). For the avoidance of doubt, your continued use of UGLYCASH and the Company's obligations to you under this Agreement are conditioned upon your ongoing compliance with this Agreement and all applicable laws and regulations at all times.

## **3. Eligibility: Limitations**

UGLYCASH is currently available only to individuals and institutions located in supported jurisdictions. The use of UGLYCASH may involve additional eligibility requirements that must be verified prior to registering a UGLYCASH Account and accessing certain features of UGLYCASH. Some functionalities within UGLYCASH may be restricted to certain countries and/or specific users at the sole discretion of the Company.

Due to our risk-based approach under our Anti-Money Laundering Program, we may require additional information from you as the value of funds deposited into your UGLYCASH Account or your transaction amounts exceed certain thresholds.

By accessing or using UGLYCASH, you further represent and warrant that:

- a)** You are not a Restricted Person nor a resident of a Restricted Territory (each as defined in [Section 27 \(Legal Compliance\)](#)).
- b)** You will not use UGLYCASH for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, terrorism financing, other violent activities, or any prohibited market practices.
- c)** You are not located in Venezuela, do not work in the oil, mining, or gold industries, are not currently employed by the Venezuelan government, are not conducting transactions involving the cryptocurrency known as Petro, and are not acting on behalf of any individual who would otherwise be prohibited from using UGLYCASH.

Additionally, you acknowledge that further representations and warranties are outlined in [Section 4 \(Registration Process; Identity Verification\)](#) and [Section 27 \(Legal Compliance\)](#), and that any false representation constitutes a breach of this Agreement.

If the Company determines that you have breached this Agreement—including, without limitation, conducting transactions involving blacklisted accounts, engaging in Restricted Activities, or performing Prohibited Transactions—the Company reserves the right to take necessary actions, including but not limited to suspending access to your UGLYCASH Account, closing your account, and freezing or confiscating your stablecoins or other cryptocurrencies.

Notwithstanding the foregoing, the Company may, at its sole discretion or due to legal or regulatory requirements related to your location, determine that UGLYCASH, either in whole or in part, is unavailable in certain markets. UGLYCASH may deny you access to its services or refuse registration of a UGLYCASH Account without liability to you or any third party.

## **4. Registration Process; Identity Verification**

### **Important Information About Transaction Procedures**

To help the government combat the financing of terrorism and money laundering activities, federal law may require us to obtain, verify, and record information that allows us to identify each person conducting transactions involving the sale or exchange of virtual currencies.

### **What does this mean for you?**

When you perform a transaction with us, we must ask for your name, address, date of birth, and other information that enables us to verify your identity. We may also request your driver's license or other government-issued identification documents.

When registering your UGLYCASH Account, you must provide current, complete, and accurate information for all items required in the application on the registration page, including your full name. Upon opening your UGLYCASH Account, it will initially be designated as a "Restricted Account." In this state, you may receive payments from other registered UGLYCASH users; however, you will not be able to use your Restricted Account to access certain services or perform certain types of payments or transfers covered in other Sections of this Agreement. If you attempt to use these services or make payments or transfers other than those described in this Section, you will be prompted to upgrade your Restricted Account. To complete this upgrade, you will be required to provide additional specific personal information for identity verification purposes through the UGLYCASH application before accessing these additional services, payments, or transfers.

You further agree to provide us, on an ongoing basis, with any additional information we request for purposes of identity verification, anti-money laundering, terrorist financing detection, fraud prevention, or any other financial crime investigation, including, without limitation, a copy of your government-issued photo identification or proof of residence such as a lease agreement or utility bill. You authorize us to retain records of this information for at least five (5) years following the termination of our business relationship and consent to us conducting inquiries, either directly or through third parties, as we deem necessary to verify your identity or to protect you and us against fraud or other financial crimes.

In certain circumstances, we may require you to submit additional information about yourself or your business, provide further documentation, and complete other verification steps (such as an "**Enhanced Due Diligence process**"). You represent and warrant that all information you submit to us through

UGLYCASH under this Agreement is true, accurate, and not misleading in any respect. If any of this information changes, it is your responsibility to update it as soon as possible.

From time to time, we may be required to request further information regarding your transactions to comply with applicable laws and regulations. If you fail to provide this information in a timely manner, your ability to use UGLYCASH may be suspended (until you provide such information), and/or your UGLYCASH Account may be closed.

## **5. UGLYCASH General Description**

When you deposit funds into your UGLYCASH Account, you are purchasing stablecoins that are held in custody on your behalf by the Company, BFF United, LLC, or one of its affiliated entities. These stablecoins are sold to you directly by us, one of our affiliates, or one of our service partners. Unlike other cryptocurrencies, all UGLYCASH Account balances are denominated in stablecoins, which we treat as equivalent to one U.S. dollar. When you withdraw funds from your UGLYCASH Account, you are exchanging stablecoins and receiving the proceeds through your selected available payout option. As part of the services offered by UGLYCASH, the Company may rely on itself, BFF United, LLC, one of its affiliates, or a third-party service provider or external partner to perform some or all actions required to complete a transaction. By using UGLYCASH, you hereby consent to the use of these parties to facilitate the requested transaction, to hold some or all of your funds or cryptocurrencies, and to receive your personal information as needed to fulfill regulatory obligations.

If you have a UGLYCASH Account, you may send your stablecoins to other UGLYCASH users, sell the stablecoins to the Company or a service partner for withdrawal to a designated external payment account, or withdraw stablecoins to a compatible wallet on the applicable blockchain network for the type of stablecoin being withdrawn. Each time you instruct us through UGLYCASH to initiate a transaction, you authorize us to immediately debit your account and transfer the specified amount.

## **6. Rewards Rate**

### **General Rewards**

The eUSD balance you maintain in your account will generate rewards, which are calculated using the reward rate and will be continuously credited to your eUSD account balance. You can view the most recent applicable rates directly in your account from the main screen of the UGLYCASH app. The rewards calculated using the rate are automatically credited to your eUSD account balance without requiring any action on your part.

The company reserves the right to modify the reward rate at any time and for any reason, by providing notice through the available electronic communication channels (including email). We also reserve the right to add, change, or remove any provisions related to these terms and conditions associated with the reward benefit, and to terminate your participation in the rewards benefit at any time, by providing notice as previously stated and in accordance with [Section 13 \(Account Suspension and Closure\)](#).

### **Increase in Rewards Rate**

Upon registration, your account will be assigned the base reward rate displayed in the application. On the main screen of the application you will be presented with a badge inviting you to increase your reward rate. Such an increase is obtained by completing all of the educational lessons ("**Lessons**") available in

the application, consisting of watching videos and solving trivia, with no limit on the number of attempts. The resulting increased rate will be automatically reflected on the same screen of the application once the Lessons are completed.

Users with accounts created and approved prior to May 28, 2025, will, by default, enjoy the same increased reward rate as users who complete all Lessons.

#### **Referral program with rewards delivered as RSRs<sup>1</sup>**

- 1) Referral Code Invitations:** If you share your referral code with a new user who registers after May 28, 2025, the Company will automatically credit to your account, every Friday, a reward in RSR tokens equal to the weekly portion of a 1% Rewards Annual Percentage Yield (“**RSR Reward Rate**”) applied to the average balance that the referred user maintained in their account during the preceding week. This reward will be displayed in the respective section of the application and will be granted continuously as long as the [Referral Program with Rewards Delivered as RSR](#) remains in effect.
- 2) Referred User Condition:** The new user who registers with a referral code will automatically receive a certain increase, displayed inside the UGLYCASH app, in the rewards rate that applies to their own balance. However, users registered prior to May 28, 2025, will not be able to redeem referral codes on their own accounts.
- 3) RSR Withdrawals and Conversions:** Credited RSR tokens can be withdrawn (via transactions on the Ethereum network) or converted to the main balance of the account, according to the options available within the application.
- 4) Payment of rewards in RSR:** The reward described in this section will be credited every Friday at 1:00 p.m. (GMT-3, Argentina time) as the weekly installment corresponding to the RSR Reward Rate.
- 5) Changes:** The Company reserves the right to modify the percentage applicable to RSR rewards, as well as any other terms of the Referral Program and rewards delivered as RSRs, or to terminate the same at any time, upon prior notice via available electronic means and in accordance with [Section 13 \(Account Suspension and Closure\)](#).

## **7. Virtual Account for Domestic ACH Transfers**

By accessing the virtual account service for ACH transfer deposits—which enables the subsequent conversion of U.S. dollars into stablecoins to be credited to your account balance—you understand that the service is provided by Bridge and is governed by [Bridge’s terms and conditions and privacy policy](#).

To use this service to receive ACH transfer deposits, you must meet the following conditions: **(i)** Have an open and verified UGLYCASH Account; **(ii)** Accept all of [Bridge’s terms and conditions and privacy policy](#); and **(iii)** Maintain sufficient funds in your account to cover the account opening fee, as specified in the UGLYCASH app.

The successful crediting of domestic ACH transfers into the virtual account is subject to the transaction being deemed a permitted transaction. For the purposes of this Section, permitted transactions include:

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<sup>1</sup> Reserve Rights (RSR) is the governance token for the Reserve protocol ecosystem. You can read more about this ERC-20 Token [at the following link](#).

- a) Transfers from a U.S.-based account that is owned by you.
- b) Transfers from a U.S.-based account owned by a family member sharing your last name.
- c) Transfers from a U.S.-based account owned by a business authorized and/or approved by Bridge.

Additionally, transfers from U.S.-based accounts owned by a third party not covered under the above categories may also be considered permitted transactions. However, depending on the type and amount of the transaction, these may be subject to manual review and analysis. Funds may be returned to the originating account if deemed necessary, at the sole discretion of the Company.

## **8. Cashback Program with Prepaid Card**

### **Program Overview**

If you are a registered and verified user, when you use the prepaid card linked to your account (either physical or virtual), you will be eligible to receive cashback equivalent to 1% of the amount of purchases made using such card. The cashback will be awarded in the form of RSR tokens and will be credited under the conditions described in this Agreement.

### **Eligible Transactions**

Eligible transactions for cashback benefits include purchases made with the physical or virtual prepaid card that occur between 1:01 p.m. on Friday and 12:59 p.m. the following Friday, according to Argentina Time (GMT-3).

Transactions made at ATMs or transactions equivalent to cash advances are not eligible for cashback benefits.

### **Cashback Payment**

Cashback will be credited to the User's account every Friday at 1:00 p.m., Argentina Time (GMT-3). The cashback amount will be calculated based on the total eligible transactions made during the period specified in the [Eligible Transactions](#) subsection of the Cashback Program with Prepaid Card.

### **Cashback Rewards Rate**

The RSR tokens earned through your participation in the Cashback Program will by default be deposited into a specific account separate from your primary account within the app and will accrue rewards calculated based on the cashback rewards rate (which is distinct from the rewards rate applicable to the primary account as described in [Section 6 \(Rewards Rate\)](#)). You can view the most recent applicable rates directly in your account within the section associated with the Cashback Program in the UGLYCASH app. Rewards calculated under the cashback rewards rate are automatically credited to your account balance without any action required on your part.

### **Cashback Payment**

Cashback will be credited to the User's account every Friday at 1:00 p.m., Argentina Time (GMT-3).

### **Program Term and Changes**

We reserve the right to add, modify, or remove any provision of these terms and conditions associated with the Cashback Program and to terminate your participation in the program at any time, in accordance with [Section 25 \(Amendments\)](#) of this Agreement. You will also be notified in advance of any changes to this Program by email or through the platform's notification system.

In the event of any changes to the terms and conditions or the termination of the Cashback Program, you will continue to receive any rewards accumulated up to the effective date of the change or termination, as applicable.

### Special 20% Cashback Program for New Users in Mexico

This Special **20%** Cashback Program for Users in Mexico ("**Special Cashback Program**") is incorporated into the Agreement as an independent and complementary section to the [Cashback Program with Prepaid Card](#) ("**General Cashback Program**"). Unless expressly stated otherwise in this Section, all definitions, operational conditions, exclusions, and crediting procedures established in the General Cashback Program shall apply.

#### **Quota and Enrollment Period**

Enrollment opens on July 10, 2025, and is available exclusively to individuals whose first UGLYCASH account is created on or after that date ("**New Users**"). Enrollment occurs automatically when a New User completes identity verification or, if later, when the New User expressly applies for the program within the UGLYCASH application.

#### **Eligibility and Maintenance of the Benefit**

To remain eligible, a participant must: **(a)** be a natural person whose residency within the United Mexican States is verified at enrollment; and **(b)** maintain the same verified residency throughout the Benefit Period (defined below). No minimum balance or activity threshold is required once eligibility is established.

Cashback will be credited to the User's account every Friday at 1:00 p.m., Argentina Time (GMT-3).

#### **Duration of the Benefit**

For each enrolled New User, the benefit remains in effect for ninety (90) consecutive calendar days beginning at 00:00 (GMT-3) on the day following the user's enrollment (the "**Benefit Period**"). Cashback accruals cease automatically at 23:59 (GMT-3) on the last day of the Benefit Period.

#### **Cashback Rate and Crediting**

- **Rate.** A flat 20 % cashback applies to the total value of [Eligible Transactions](#) (as defined in the General Cashback Program) executed during the Benefit Period.
- **Cap and Reset.** Cashback is limited to equivalent of 40 eUSD per rolling 30-day "**Cashback Cycle**". Any unused portion of the 40 eUSD cap does not carry forward. Once the cap is reached, no additional cashback accrues until the next Cashback Cycle begins.



- **Payment.** All cashback is paid exclusively in RSR tokens and credited to the user's UGLYCASH account each Friday at 13:00 (GMT-3) in accordance with the Cashback Payment subsection of the General Cashback Program.

#### **Loss and Reinstatement of the Preferential Rate**

There is a single 20 % rate for all participants. If a user reaches the 40 eUSD cap before a Cashback Cycle ends, cashback accrual automatically pauses and **reinstates** at 00:00 (GMT-3) on the first day of the next Cashback Cycle without any further action by the user.

#### **Exclusions**

Cashback under the Special Cashback Program will **not** be awarded:

- a) To users whose residency in Mexico is not verified at the time of enrollment or who permanently transfer their residency to another country during the benefit period; or
- b) On transactions excluded under the General Cashback Program's [Eligible Transactions](#) subsection (e.g., ATM withdrawals or cash-equivalent disbursements), or
- c) To any user whose UGLYCASH account was created **before** July 10, 2025, except for users who were already participating in the previous version of this special cashback program

#### **Early Termination and Amendments**

We reserve the right to add, modify, or remove any provision of these terms and conditions associated with the Cashback Program and to terminate your participation in the program at any time, in accordance with [Section 25 \(Amendments\)](#) of this Agreement.

## **9. Cash Deposits and Withdrawals**

If you are a registered user located in El Salvador, you may withdraw and deposit cash to and from your UGLYCASH account at selected retailers, local shops, or stores by using a unique code generated through the UGLYCASH app. This code must be: (1) presented to receive the intended amount of cash for withdrawal; or (2) presented along with the amount of cash you intend to deposit at the selected location.

The Cash Deposit service is provided by a third-party vendor, **PUNTOXPRESS, S.A. de C.V.**, identified under **NIT: 0614-120109-101-7**. Use of this service is subject to the conditions described in the other Sections of this Agreement. BFF United, LLC is not responsible for any failure by participating retailers, local shops, or stores to properly accept or process transferred funds. Furthermore, the availability of these services and the list of participating locations are subject to change without prior notice. BFF United, LLC is not responsible for the availability or accessibility of these locations.

Transaction limits and fees associated with cash deposits and withdrawals are available in the corresponding web article located in the UGLYCASH Support Center.

## **10. Privacy Policy**



We are committed to protecting your personal information and helping you understand exactly how your information is used. You should carefully review our Privacy Policy, which provides details on how your personal information is collected, stored, protected, and used.

## **11. Communications**

This Agreement is provided to you and communicated in Spanish. It has been translated from the English version, and you agree that such translation is provided for your convenience only. The English version of this Agreement governs your use of UGLYCASH. If you would like a copy of the English version of this Agreement, please email us at [support@ugly.cash](mailto:support@ugly.cash).

## **12. User Information Security**

You are responsible for maintaining the confidentiality and security of all account names, user IDs, access codes, personal identification numbers (PINs), and mobile unlock codes that you use to access UGLYCASH. You are also responsible for keeping your email address associated with your UGLYCASH profile up to date and for safeguarding your user information. Additionally, you agree to promptly notify the Company if you become aware of any unauthorized use of your UGLYCASH Account. We strongly encourage you to enable all available security features, such as two-factor authentication, as this provides greater protection against potential attackers attempting to access your UGLYCASH Account compared to a password alone, particularly in situations where your email and/or access code may be compromised through a third-party data breach. The Company will not be liable for any loss or damage arising from your failure to protect your account information.

We assume no responsibility for damages or disruptions caused by computer viruses, spyware, malware, or any phishing, spoofing, or other cyberattacks that may affect your computer or other equipment. We recommend the regular use of reputable antivirus and anti-malware software.

While we make every effort to protect your account, it is essential that you do the same. It is important that you always protect not only your UGLYCASH password but also the email account associated with your UGLYCASH Account and any other device used to access it.

## **13. Account Suspension and Closure**

We may terminate your UGLYCASH Account or your access to any of our services at any time and for any reason, including a violation of this Agreement. We may add, remove, suspend, halt, discontinue, or impose conditions on any of the services we provide, at our discretion and for any lawful reason.

If your UGLYCASH Account is closed as a result of failure to respond to requests from our Customer Support or Compliance teams, failure to positively verify your identity, a court order, a violation of the terms of this Agreement, or any activity deemed harmful to UGLYCASH or the Company, such closure may result in the loss or forfeiture of your stablecoins or other cryptocurrencies. The Company may also temporarily suspend access to your UGLYCASH Account in the event of a technical issue that causes a system outage or errors in the UGLYCASH Account until the issue is resolved.

You may terminate this Agreement at any time by closing your UGLYCASH Account through a written request submitted via our support channels. We reserve the right to restrict or deny redemptions or

transfers from your account if **(i)** your UGLYCASH Account has been unilaterally suspended or closed by us in accordance with this Agreement, or **(ii)** such action would be prohibited by law, a court order, or if we determine that the stablecoins were obtained fraudulently.

Upon closure or suspension of your UGLYCASH Account, you authorize the Company to cancel or suspend any pending transactions and forfeit all ownership rights and claims against the Company related to any type of stablecoins or other cryptocurrencies. In the event that either you or the Company terminates this Agreement or your access to UGLYCASH, you remain responsible for all activity conducted on or through your UGLYCASH Account while it was active and for any amounts owed under this Agreement.

If you wish to close a UGLYCASH Account on behalf of a deceased user, please contact [support@ugly.cash](mailto:support@ugly.cash).

## **14. Username**

You may choose a unique alphanumeric username to identify yourself on UGLYCASH. You may not select a username that is misleading or confusing to others regarding your business or personal identity or that creates an undue risk of returns or erroneous payments, as determined in our sole discretion. Additionally, you may not select a username that contains the term “UGLYCASH.” We may, at our sole discretion, request that you change your username, and we may disable your account or reclaim or render your username unavailable without liability to you.

## **15. Mobile Services**

To the extent that you access UGLYCASH through a mobile device, standard messaging, data, and other fees from your wireless service provider may apply. By using UGLYCASH via a mobile device, you agree that we may communicate with you via SMS, MMS, text messages, push notifications, and/or other electronic means through your mobile device and that certain information about your use of UGLYCASH may be transmitted to us. In the event that you change or deactivate your mobile phone number, you agree to promptly update your account information to ensure that your messages are not sent to a person who may acquire your former number.

## **16. Transaction Limits**

The Company reserves the right to modify conversion and velocity limits on your UGLYCASH Account as it deems necessary. The Company may set individual or aggregate (global) transaction limits, taking into account the size or number of transactions or conversions you conduct over a given period of time. If these limits are exceeded, the Company may require you to provide additional information as part of its risk-based Anti-Money Laundering Program.

A “**velocity limit**” refers to the speed and frequency of transactions. If you conduct a high number of transactions per day, we may need to slow down the processing rate accordingly.

## **17. Right to Modify/Remove Features or Suspend/Delay Transactions**

We reserve the right to modify, suspend, or discontinue any aspect of UGLYCASH at any time, including operating hours or the availability of any feature, without prior notice and without liability. The Company

may decline to process any conversion without notice and may limit or suspend your use of your UGLYCASH Account or one or more features at any time, in its sole discretion. The suspension of your UGLYCASH Account or any feature of the app does not affect your rights and obligations under this Agreement. We may, at our sole discretion, delay conversions if we believe that the transaction is suspicious, may involve fraud or misconduct, violates applicable laws, or breaches the terms of this Agreement.

## 18. Restricted Activities

In connection with your use of UGLYCASH, you agree that you will not:

- a)* Violate (or assist any other party in violating) any law, statute, ordinance, or regulation;
- b)* Defraud (or assist in defrauding) the Company or other Users;
- c)* Provide false, inaccurate, or misleading information;
- d)* Take any action that interferes with, intercepts, or misappropriates any system, data, or information;
- e)* Engage in any transaction involving the proceeds of unlawful activity;
- f)* Engage in any activity that may be in violation of regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC);
- g)* Transmit or upload any virus or other malicious software or program;
- h)* Attempt to gain unauthorized access to other UGLYCASH accounts, the UGLYCASH website, or any related network or system;
- i)* Conduct transactions on UGLYCASH on behalf of (or as a front for) any person other than yourself or act as an intermediary between the Company and third parties;
- j)* Collect any non-public user information from other users, including, without limitation, email addresses, phone numbers, or other personally identifiable information;
- k)* Defame, harass, or violate the privacy or intellectual property rights of the Company or any other user; or
- l)* Upload, display, or transmit messages, photos, videos, or other media containing illegal or copyrighted content (such actions collectively referred to as "**Restricted Activities**").

## 19. Prohibited Transactions

The use of UGLYCASH is strictly prohibited in connection with the following activities, and the Company reserves the right to monitor payments or transactions related to:

- a)* Any Restricted Person or persons or entities located in Restricted Territories (as defined in [Section 27 \(Legal Compliance\)](#));
- b)* Any of the Restricted Activities listed in [Section 18 \(Restricted Activities\)](#);
- c)* Money laundering or terrorist financing;
- d)* Any Ponzi scheme, pyramid scheme, or multi-level marketing program;
- e)* Goods or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction;
- f)* Wash trading, front-running, insider trading, market manipulation, or any other form of market-based fraud or deception;
- g)* Any activity that the Company has reason to believe is illegal under U.S. law or the law of the relevant jurisdiction; or

- h)** Any other matters, goods, or services that we may, from time to time, inform you are unacceptable, including those restricted by our banking or payment partners (such activities, **“Prohibited Transactions”**).

If the Company becomes aware that you are engaging in any such Prohibited Transactions, it will be deemed a breach of this Agreement and may result in the suspension or termination of your access to UGLYCASH.

## **20. Unauthorized Transactions**

If an Unauthorized Transaction (as defined below) or an Error (as defined below) occurs through your UGLYCASH Account, you must follow the procedures set forth in this Section.

### **Notifying the Company of an Unauthorized Transaction or Error**

You must notify us immediately if you believe that **(i)** an Unauthorized Transaction or an Error has occurred, **(ii)** your two-factor authentication access has been compromised, **(iii)** a device on which you use UGLYCASH or which contains an active session has been lost or stolen, or **(iv)** you believe there is an error in your transaction records or account history, or if you have a question regarding your transaction records or account history. You agree to notify us within fifteen (15) days of the appearance of such Unauthorized Transaction or Error in your transaction history and/or account statement.

### **Notification Process**

The fastest and most effective way to notify us of an Unauthorized Transaction or Error is by contacting our support team via email at [support@ugly.cash](mailto:support@ugly.cash) or using the UGLYCASH in-app chat feature. Your email should include: **(i)** the name and email address associated with your UGLYCASH Account; **(ii)** a detailed description of the Unauthorized Transaction or Error you believe occurred, or the information you need to determine whether an Unauthorized Transaction occurred; and **(iii)** the U.S. dollar amount of the Unauthorized Transaction or Error.

Please note that in connection with investigating and/or resolving any Unauthorized Transaction or Error, we may need to request additional information from you regarding the circumstances surrounding the incident. Failure to provide such information may impair our ability to resolve your issue.

### **Errors Discovered by Us**

If we discover an error that results in you receiving less than the amount of funds to which you are entitled, we will correct the error by crediting your UGLYCASH Account with the difference in stablecoins or the applicable cryptocurrency. If we discover an error that results in you receiving more funds than you are entitled to, we will correct it by debiting your UGLYCASH Account for the excess amount in stablecoins or the applicable cryptocurrency.

## **21. Rewards Program**

### **Acceptance of Terms**

By participating in the Rewards Program or completing an Eligible Transaction, you acknowledge that your participation is at all times subject to this Agreement, including the terms of this Rewards Program,

and you agree to be bound by them. If you do not fully accept these terms, you may not participate in the Rewards Program, although you will still be permitted to use your account under normal conditions.

### **Overview of the Rewards Program**

The Rewards Program allows you to earn rewards as a credit to your account balance (a "Program Reward") by completing eligible challenges presented to you within the application.

### **Modification or Changes to the Rewards Terms or Rewards Program; Termination**

The Rewards Program, these Rewards Terms, and any aspect thereof are subject to change or cancellation by UGLYCASH at any time, with or without notice. UGLYCASH may amend or update these Rewards Terms at any time by posting a revised version here or through other communications. By continuing to participate in the Rewards Program after such changes, you indicate your acceptance of the modifications or changes to the Rewards Program.

### **Eligibility**

You may only participate in the Rewards Program and complete Eligible Transactions if:

- You consciously and voluntarily register as a UGLYCASH customer using a valid referral code provided by a referrer;
- You successfully pass all relevant customer identification and verification checks as required by this Agreement;
- You comply with all other obligations of this Agreement; and
- You meet any additional conditions or requirements communicated to you regarding this Rewards Program.

We have sole discretion to determine your eligibility for participation and may suspend, restrict, or otherwise terminate your access to the Rewards Program at any time, with or without notice.

### **Your Responsibilities and Usage Restrictions**

Your account must remain in good standing at all times, and you agree not to:

- Attempt to create or maintain more than one UGLYCASH account;
- Interact with third parties (including modifying or accessing their data) without their consent;
- Engage in spamming or use automated vulnerability scanning tools that generate high volumes of traffic;
- Exploit vulnerabilities discovered, for any reason, including the exploitation of any data discovered through such vulnerabilities;
- Engage in social engineering (including "phishing") targeting UGLYCASH personnel or contractors;
- Violate any applicable law or regulation, including those prohibiting unauthorized access to data; Publicly disclose personal, financial, or location-based information; or
- Violate any other usage restrictions contained in this Agreement

You also agree to:

- Promptly report to us any discovered errors, vulnerabilities, or other faults ("Errors"), whether inside or outside the scope of the Rewards Program; and
- Avoid disrupting third parties, including unauthorized access, data destruction, theft, or degradation of services.

## **Eligible Transactions**

### *(a) General Transactions.*

A list of eligible transactions will be available in the application but may include, without limitation:

- Adding funds to the application;
- Sending money to another UGLYCASH user;
- Spending using your UGLYCASH card.

Eligible transactions must be completed during the Rewards Period (defined below), must be settled, and must not be subject to returns, chargebacks, or other cancellations ("Eligible Transactions"). Each Eligible Transaction will earn you account balance credits toward a Reward. You can track your Eligible Transactions within the app.

### *(b) Non-Eligible Transactions.*

The following transactions ("Non-Eligible Transactions") do not qualify for Rewards: i. Eligible Transactions may not be combined, aggregated, or transferred from multiple accounts or sources into a single account; ii. Any purchase or transaction that is reversed, canceled, disputed, refunded, or otherwise rejected; iii. Transactions not deemed eligible purchases, including but not limited to: interest charges; unauthorized or fraudulent charges; and any kind of fee, including an annual fee if applicable.

### *(c) Disclaimer.*

UGLYCASH is not responsible for attempted transfers that fail to process for any reason. There are no restrictions on the number of qualified Eligible Transactions you may complete under these Rewards Terms. UGLYCASH reserves sole discretion to determine whether transactions qualify as Eligible Transactions under these Rewards Terms.

## **Rewards**

### *(a) Rewards Period.*

The period during which your Eligible Transactions count toward earning a Bonus begins on the date of your successful registration using your referral code and continues for fifteen (15) business days or any other applicable period detailed in our app ("Rewards Period"). All Eligible Transactions must be completed within the Rewards Period.

### *(b) Rewards.*

Within the app, we will specify the amount (or value) of Eligible Transactions required and the applicable Rewards Period needed to earn a Reward. If a Reward is earned, it will be credited to your UGLYCASH Account balance.

### *(c) Timelines.*

Your Account must be in good standing and not inactive, canceled, or closed to receive any applicable Reward. Reward disbursements may be delayed for various reasons, including but not limited to: **(i)** the

volume of Rewards to be processed; **(ii)** the completeness of any additional documentation we request; and **(iii)** other circumstances that may delay disbursements.

*(d) Restrictions.*

i. WE MAY IMPOSE RESTRICTIONS ON REWARD PROGRAM ELIGIBILITY. UNLESS OTHERWISE STATED IN THE APP, EACH USER WILL ONLY BE ELIGIBLE TO RECEIVE ONE REWARD DURING THE APPLICABLE REWARDS PERIOD, REGARDLESS OF THE NUMBER OF ELIGIBLE TRANSACTIONS COMPLETED.

ii. Granting any Reward under the Rewards Program is at UGLYCASH's sole discretion, and all decisions regarding the Rewards Program are final and non-appealable. We may delay, suspend, or restrict any Reward if we reasonably determine such action is necessary to comply with applicable law or our internal compliance standards.

### **Tax Information**

You are solely responsible for paying all federal, state, foreign, or other taxes associated with any compensation paid to you as a result of your participation in any Rewards Program. By participating, you release and indemnify us from any liability relating to such taxes. We may require you to provide certain tax information in order to participate. Such information may include your name, location, and tax status. Failure to provide accurate or properly completed tax forms may result in tax withholding on Rewards granted by UGLYCASH or disqualification from participating in the Rewards Program.

### **Consequences of Violating Rewards Terms**

If you violate these Rewards Terms, you may be prohibited from participating in the Rewards Program and any current or future programs or services described in this Agreement. Additionally, any Eligible Transactions you have completed may be deemed ineligible for a Reward.

### **Receiving Communications from Agents**

By opting into the Rewards Program, you consent to the processing of your contact information by agents authorized by UGLYCASH to assist you with the Rewards Program. These agents may access your challenge progress solely to facilitate completion of Eligible Transactions under the program.

### **Termination**

UGLYCASH reserves the right, in its sole discretion, to terminate this Rewards Program immediately, with or without cause, by providing written notice. These Rewards Terms and the Rewards Program will also automatically terminate in the event of termination of UGLYCASH's Terms and Conditions between you and UGLYCASH.

### **Miscellaneous**

UGLYCASH's failure to enforce any right or provision of these Rewards Terms will not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of UGLYCASH. Except as expressly stated in these Rewards Terms, the exercise of any remedies by either party under these Rewards Terms will be without prejudice to any other remedies available under these Rewards Terms or otherwise.



## 22. Indemnification; Release of Liability

You agree to indemnify and hold harmless the Company, its affiliates, and service providers, and each of their respective officers, directors, agents, joint ventures, employees, and representatives from any claims, demands (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 UGLYCASH.

For purposes of this Section, "losses" means all reasonably incurred net costs by us or the other persons referenced herein that result from the matters set forth in this Section, and may relate to any claim, demand, cause of action, debt, cost, expense, or other liability, including reasonable legal fees (without duplication).

**"Indemnify"** means compensating someone for harm or loss they may suffer. If you breach this Agreement or violate the law and the Company faces claims or expenses, you agree to cover those losses.

If you have a dispute with one or more users or third parties, you release the Company (and its affiliates, service providers, and each of their respective officers, directors, agents, joint ventures, employees, and representatives) from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way related to such disputes.

If you have a dispute with someone other than the Company, you release us from any liability associated with that dispute.

## 23. Limitation of Liability; No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, OUR AFFILIATES, AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY 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 INABILITY TO USE UGLYCASH; **(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 UGLYCASH; **(iii)** UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR **(iv)** ANY OTHER MATTER RELATING TO UGLYCASH.

We will not be liable for **"exemplary damages"** (often called punitive damages) or other indirect losses. Thus, if we make a mistake that costs you \$100, our liability is limited to \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF

UGLYCASH OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING UGLYCASH AND CLOSE YOUR ACCOUNT THROUGH A TRUSTED THIRD PARTY.

UGLYCASH IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE COMPANY, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES, AND PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT GUARANTEE THAT **(i)** UGLYCASH WILL MEET YOUR REQUIREMENTS, **(ii)** UGLYCASH 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 THROUGH UGLYCASH WILL MEET YOUR EXPECTATIONS.

We cannot guarantee that the Company will always meet your demands. As we grow, we may add new services, modify features, or retire old ones. While we aim to maintain your satisfaction, we cannot contractually guarantee it.

Some jurisdictions do not allow the disclaimer of implied warranties, so the above disclaimers may not apply to you. This Section gives you specific legal rights, and you may also have other legal rights that vary by state.

## **24. Force Majeure**

The Company shall not be liable for any failure or delay in performance resulting from any cause beyond our reasonable control, including but not limited to acts of government, acts of terrorism, earthquakes, fires, floods, other acts of nature, labor conditions, power failures, equipment failures, and Internet disruptions, including but not limited to blockchain network congestion.

## **25. Amendments**

The Company may amend any part of this Agreement at any time by posting a revised version of this Agreement with an updated revision date. Changes will become effective and shall be deemed accepted by you upon your first use of UGLYCASH after the initial posting of the revised User Agreement and will apply prospectively to transactions initiated after the date of posting. If you do not agree with such amendments, your sole and exclusive remedy is to discontinue your use of the UGLYCASH application. You agree that we shall not be liable to you or any third party for any losses resulting from any modification or amendment to this Agreement.

As the Company grows and offers new products and services, we will need to make changes to this Agreement. You can always determine when this Agreement was last modified by checking the "Last Updated" date at the top of the Agreement.

## **26. Limited License; Intellectual Property Rights**

We grant you a limited, non-exclusive, non-sublicensable, non-transferable license, subject to the terms and conditions of this Agreement, to access and use UGLYCASH solely for purposes approved by the Company. Any other use of UGLYCASH is expressly prohibited. The Company and its licensors reserve all

rights to UGLYCASH, and you agree that this Agreement does not grant you any rights or licenses except for the limited license expressly set forth above. Unless expressly authorized by the Company, you agree not to modify, reverse engineer, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on UGLYCASH, in whole or in part. If you violate any part of this Agreement, your permission to access and use the UGLYCASH application may be revoked pursuant to this Agreement. All rights, title, and interest in and to UGLYCASH, and all technology and content created or derived from it, are the exclusive property of the Company and its licensors.

We grant you access to use our products and services, but we retain ownership of the associated intellectual property.

## 27. Legal Compliance

Your use of UGLYCASH and your UGLYCASH Account may be subject to United States Export Administration Regulations, and by using UGLYCASH and your UGLYCASH Account, you represent and warrant that your actions do not violate such export control restrictions. Without limiting the foregoing, you may not use UGLYCASH if you are **(i)** a resident, national, or agent of, or located in, Russia, Iran, Cuba, North Korea, Sudan, Syria, or any other country to which the United States imposes an embargo (**"Restricted Territories"**); **(ii)** listed on the Denied Persons List, Entity List, or the Specially Designated Nationals List (**"Restricted Persons"**); or **(iii)** intending to transact with Restricted Territories or Restricted Persons.

## 28. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any principles of conflicts of law that would require the application of the law of another jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees, and such action or proceeding shall be brought in Reno, Nevada, or, if none are available, in the nearest location within Nevada.

## 29. Arbitration

Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be settled by arbitration in Reno, Nevada, administered by JAMS (Judicial Arbitration and Mediation Services) in accordance with its Streamlined Arbitration Rules and Procedures. The arbitrator's decision in such arbitration shall be final, binding, and non-appealable, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## 30. Entire Agreement

The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, 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 enforceable between the parties. The headings and explanatory text are for reference purposes only and do not define, limit, construe, or describe the scope or extent of any Section. **This Agreement, including the Company's policies governing UGLYCASH referenced herein, the Privacy Policy, the E-Sign Consent**

**and the U.S. Law Enforcement Request Policy, constitutes the entire agreement between you and the Company regarding your use of UGLYCASH.** This Agreement is not intended to, and shall not be construed to, create any rights or remedies for any party other than you and the Company and the Company's affiliates, each of which shall be a third-party beneficiary to this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.

**Questions? Concerns? Suggestions or Complaints?**

Please contact [support@ugly.cash](mailto:support@ugly.cash) to report any violations of this Agreement or to ask any questions about this Agreement or about UGLYCASH.

Additionally, if you are a user located in El Salvador and you have an unresolved complaint related to the use of Bitcoin or associated services, you may contact the Superintendencia del Sistema Financiero at (+503) 2699-9999 and/or via email at [atencionalusuario@ssf.gob.sv](mailto:atencionalusuario@ssf.gob.sv).