

Customer Agreement and Terms of Service

Money transmission services are provided by **Layer2Financial Inc.** For licensing information, go to our **partner** website: <https://legal.rail.io/legal/uslicenses/>

At **SnowPay**, we are advancing the accessibility of stablecoins and stablecoin-based applications. Stablecoins are a special type of cryptographic digital asset that can be redeemed at face value for government-issued money (“Fiat Currency”). These terms cover your use of the software, systems, and services we may provide to make that possible, including the purchase and sale of Stablecoins or other Digital Assets from or to **SnowPay**, and other specific services set out in Exhibit A (all of such services in aggregate being the “**SnowPay Services**”) and is an agreement between you and **SnowPay LLC** (“**SnowPay**,” “we,” or “us”). If you are accessing the **SnowPay Services** on behalf of a business (a “Business User”), these terms apply to you and to the business.

Our Privacy Policy (please see on <https://snowpay.xyz>) explains how we collect and use any Personal Data you share with us. Each time you visit our website, apply for an account with us (“**SnowPay Account**”), or use the **SnowPay Services**, you are giving us your consent to collect, use, and disclose your Personal Data, as that term is defined in our Privacy Policy. Your consent applies for as long as you use the **SnowPay Services**.

Certain features of the **SnowPay Services** may be provided by our financial institution partners (“Financial Partners”). By applying for a **SnowPay Account** and using the **SnowPay Services**, you agree to comply with each of these User Terms, and the terms and conditions of our Financial Partners (the “Financial Partner Agreements”), which can be found under Exhibit E to these User Terms (including their respective privacy policies, the “Financial Partner Privacy Policies”), and to any other terms we link to in this document that become applicable to you after you begin using the **SnowPay Services**.

SNOWPAY IS A MONEY SERVICES BUSINESS REGISTERED IN THE UNITED STATES WITH THE US TREASURY DEPARTMENT'S FINANCIAL CRIMES NETWORK (FINCEN). SNOWPAY IS NOT A BROKER/DEALER OR EXCHANGE.

IN ADDITION TO THIS AGREEMENT, CERTAIN DISCLOSURES APPLY TO YOUR USE OF THE SNOWPAY SERVICES. YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT INCLUDES YOUR ACKNOWLEDGEMENT OF AND AGREEMENT TO THOSE DISCLOSURES, WHICH CAN BE FOUND IN EXHIBIT B TO THIS AGREEMENT.

IMPORTANT: You agree to receive all communications from us and from our Financial Partners electronically. This means you cannot contact us about the **SnowPay Services** by telephone or by regular mail.

ARBITRATION NOTICE: These terms require you to resolve any disputes with us in small claims court or in arbitration, and to waive your right to a jury trial in a court. You are also prohibited from joining a class action lawsuit against us.

01. SnowPay Account Eligibility; Security.

1.1 Instead of offering the **SnowPay Services** directly to the public, we do business through companies who want to offer their customers the ability to buy and sell Stablecoins and other Digital Assets through their website or mobile application (“Partners”). To do so, our Partners integrate their services (the “Partner Services”) with the **SnowPay Services** and brand the **SnowPay Services** with their name and logo. This means you need to have a valid account with a Partner (a “Partner Account”) if you want to open a **SnowPay Account**.

1.2 To be eligible to apply for and use a **SnowPay Account**, you must: (a) be at least 18 years old, (b) have the legal capacity to agree to these terms; and (c) have an active Partner Account. If you are opening a **SnowPay Account** for a Business User, you promise us that: (i) you are authorized by the Business User to open a **SnowPay Account**, (ii) you are an executive officer of the Business User; or (iii) your position permits you to make important decisions for the Business User. If you are a Business User, you may only use the **SnowPay Services** for commercial purposes. If you are not a Business User, you may only use the **SnowPay Services** for personal, consumer, or household purposes.

1.3 We cannot provide a **SnowPay Account** to you if you live in or do business in a U.S. state or country where we or our Financial Partners do not provide the **SnowPay Services** (“Restricted Locations”). We can add or remove Restricted Locations from the list at any time without notifying you. We also comply with all U.S. sanctions laws, so we are unable to provide the **SnowPay Services** to you if you live in a country, or you are on a list of persons banned by the U.S. government from doing business with persons or companies in the United States.

1.4 We need certain Personal Data from you to verify your identity, to process your **SnowPay Account** application, and to provide the **SnowPay Services** to you. Your Partner may share your Personal Data with us with your permission, or we may collect it from you directly. Personal Data may include your name, email address, residential address, phone number, date of birth, and taxpayer identification number, copies of your passport, driver’s license, military identification card or other government-issued photo identification, bank account statements, cryptocurrency wallet addresses we or you control, the purpose of your use of the **SnowPay Services**, the source of funds you use to buy or sell Stablecoins/Digital Assets, and related information we request. We may keep records of your Personal Data if required by a Financial Partner or by applicable law. The Personal Data you provide must always be accurate, complete and up to date.

1.5 You will only be able to access your **SnowPay Account** using the username and password associated with your Partner Account (your “Login Credentials”). We are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your Login Credentials, your Partner Account, or your **SnowPay Account**. We do not have access to your Partner Account, and we cannot retrieve or change your Login Credentials. Contact the Partner immediately if you become aware of or suspect any unauthorized access to your Partner Account.

1.6 NEITHER WE NOR OUR FINANCIAL PARTNERS ARE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ACTIVITY FROM YOUR **SNOWPAY ACCOUNT**. We will treat any unauthorized access or activity as potentially fraudulent, and you must notify the Partner within 24 hours if you become aware of or suspect potentially fraudulent activity. When you notify the Partner of potentially fraudulent activity or we or the Partner discover the same, we and the Partner will temporarily restrict access to your **SnowPay Account**, suspend any pending Orders or withdrawals, require you to change your Login Credentials, and take any other reasonable steps to protect your **SnowPay Account**. You must also (a) promptly report any potentially fraudulent activity to legal authorities; (b) provide the Partner with a copy of any report prepared by such legal authorities; (c) cooperate fully with the legal authorities, Partner and **SnowPay** in the investigation; (d) complete any required affidavits promptly, accurately and thoroughly; and (e) allow **SnowPay**, the Partner, or any third party designated by us access to your mobile device, computer, and network if relevant to the investigation.

02. Connected Accounts and Wallets

2.1 When you submit instructions to buy and sell Stablecoins or other Digital Assets from or to **SnowPay** (“Orders”), you are giving us your permission to carry out those Orders as your agent. To process Orders, you must provide at least one bank account to fund purchase Orders and/or to receive the proceeds of sale Orders (your “Connected Account”), or at least one cryptocurrency wallet address (your “Cryptocurrency Wallet”) to receive/send the Stablecoins/Digital Assets you purchase/sell, as applicable. To the extent that **SnowPay** provides you a Cryptocurrency Wallet as part of the **SnowPay Services**, applicable terms for that wallet can be found in Exhibit A. Your Connected Account and/or your Cryptocurrency Wallet (as applicable) must be under your sole ownership or control, and we have the right to suspend Orders if we suspect that you do not own or control your Connected Account or your Cryptocurrency Wallet. We may ask you for information about the financial institution or other provider of your Cryptocurrency Wallet and your Connected Account. If your Cryptocurrency Wallet is not provided to you by a regulated financial institution (a “Self-Directed Wallet”), we may ask you for more information about the Self-Directed Wallet and your Orders may be delayed or even blocked. We reserve the right to cancel or reverse purchase Orders if you use a Self-Directed Wallet or if our Financial Partners require us to do so. You authorize us to share Personal Data and Order information with our Financial Partners and with the financial institution providers of your Connected Account and/or Cryptocurrency Wallet.

2.2 As part of our legal compliance program (“AML/CTF Compliance Program”), we will monitor use of your Cryptocurrency Wallet, and review your Personal Data on an ongoing basis to prevent financial crimes pursuant to the policies and procedures of our Financial Partners.

2.3 You are solely responsible for monitoring your Connected Account and Cryptocurrency Wallet for unauthorized or suspicious activity, and we are not liable to you if you lose your funds due to unauthorized activity. To protect your Connected Account and Cryptocurrency Wallet from unauthorized activity, you must: (a) review your Order history on an ongoing basis; (b) immediately review Order receipts, confirmations and notices we send you through your Partner Account or to the email address associated with your Partner Account; and (c) verify you

received an Order confirmation, and (d) notify the Partner within 24 hours of the Order if you do not receive an Order confirmation.

03. SnowPay Account Suspension and Termination

3.1 You may close your **SnowPay Account** at any time and for any reason unless we, our Financial Partners or your Partner suspect that you are closing your **SnowPay Account** to avoid applicable law, law enforcement or otherwise avoid an investigation. Closing your **SnowPay Account** will not affect the rights we owe to you or the obligations you have to us before closure. We will complete any active Orders by transferring Fiat Currency to your Connected Account and Stablecoins to your Cryptocurrency Wallet before closing your **SnowPay Account**.

3.2 We may immediately reject transactions to or from, suspend or terminate, your **SnowPay Account** and/or freeze any funds in the possession of our Financial Partners without prior notice if: (a) we suspect you have violated these terms, our AML/CTF Compliance Program, or any applicable laws or regulations; (b) we are required to do so by applicable law, a Financial Partner or by any valid order we receive from law enforcement officials; (c) we, a Financial Partner or your Partner suspect any suspicious or unauthorized activity or any actual or attempted unauthorized access to your Partner Account or Login Credentials; (d) Your Partner Account has been suspended or terminated or you no longer have access to your Partner Account; (e) you no longer reside in a jurisdiction where we or our Financial Partners are authorized to provide the **SnowPay Services**; (f) you do not connect at least one a Connected Account and Cryptocurrency Wallet with your **SnowPay Account**, and (g) you have not processed any Orders or you have not accessed your **SnowPay Account** for more than 1 year. We or the Partner will notify you through your Partner Account or via email if we suspend or terminate your **SnowPay Account**.

04. Supported Stablecoins and Digital Assets

In addition to Fiat Currency, we may permit you to purchase Stablecoins or other Digital Assets, or purchase one type of Stablecoin/Digital Asset with another type of Stablecoin/Digital Asset. "Digital Assets" means any Stablecoin, Cryptocurrency, virtual currency, digital currency, digital asset, digital commodity or other digital token that is a digital representation of value compatible with a cryptographic protocol of a computer network that can be digitally traded; and "Cryptocurrency" means a Digital Asset that functions as: (1) a medium of exchange; (2) a unit of account; or (3) a store of value, but does not have legal tender status and is not issued or guaranteed by any government. The computer networks used to exchange Digital Assets are called "Blockchains". We may also permit you to buy Stablecoins that are compatible with one or more cryptographic protocols. A list of Digital Assets and Stablecoins we support are available via your Partner Account. We may remove a Digital Asset or Stablecoin due to changes in the characteristics or regulatory classification of the asset, or for any other reason at any time. If we delist a Stablecoin while an Order is in process, we will reverse your Order and return the funds you used to pay for the Order to your Connected Account or to your Cryptocurrency Wallet, as

applicable. If you send funds to **SnowPay** that are not supported, these funds will be lost. **SnowPay** has no responsibility or liability with respect to these funds.

05. Blockchain Control; Forks; Risks of Buying and Selling Stablecoins

5.1 We do not operate, own, or control any Blockchains. By their nature, Blockchains use open-source software that anyone can use, copy, modify, and distribute. Neither we nor our Financial Partners or your Partner are responsible for the operation of any Blockchains that are compatible with the Stablecoins and Digital Assets we support, and we do not guarantee the functionality, security, or availability of any Blockchains. Some of the financial institutions that issue Stablecoins on various Blockchains (“Issuers”) include software code that they can use to block the transfer of Stablecoins if the Issuer suspects illegal activity or pursuant to a request from law enforcement. We have no control over the software code of any of the Stablecoins we support, and you are purchasing Stablecoins at your own risk.

5.2 Blockchains are subject to sudden changes in operating rules, and third parties may from time to time create a copy of a Blockchain and implement changes in operating rules or other features (“Forks”) that may result in more than one version of a Blockchain (each, a “Forked Blockchain”) and more than one version of a Stablecoin (“Forked Stablecoins”) or Digital Asset (“Forked Asset”). Our ability to support Forked Stablecoins or accept Forked Assets resulting from a Forked Network is completely outside our control. Forks may materially affect the value and function of the Stablecoins you purchase from or sell to us and depends entirely on the Issuer of the Forked Stablecoin. In the event of a Fork, we may temporarily suspend any Orders in process at the time of the Fork with or without notice to you while we determine the effects of the Fork on the functionality of the **SnowPay Services**. Issuers will almost certainly not support Forked versions of the Stablecoins they issue, and you may not be permitted to redeem Forked Stablecoins for Fiat Currency. Attempts to Fork a Blockchain may also result in complete or partial failure of the Blockchain’s functionality, and the Stablecoins and Digital Assets you own that are supported by the Blockchain may become worthless.

We may choose not to support forked blockchains, and you have no right, claim, or other privilege to forked stablecoins on a forked network we do not support, even in the rare event an issuer supports the fork. We may abandon or choose not to support forked blockchains as part of the SnowPay Services, and we and our Financial Partners are unlikely to support most forked blockchains. If you use a digital asset that has been forked to buy stablecoins from us, we reserve the right to cancel your order, and we may not be able to return your funds in the event of a failed fork.

5.3 There are many risks associated with buying and selling stablecoins. We have described these risks in our stablecoin risk disclosure available in Exhibit C to this agreement. The stablecoin risk disclosure is included in these terms, and by using the SnowPay Services, you are indicating to us that you have read and understood these risks.

06. Orders

6.1 Placing Orders. You can only place Orders through your Partner Account using your Login Credentials. If we receive an Order from you, we will assume you intended for us to execute the Order. All purchase Orders require full payment in cleared funds at the time we fill your Order. Do not place an Order to purchase Stablecoins/Digital Assets with Fiat Currency if you don't have enough funds in your Connected Account. We will not process Orders to purchase Stablecoins with Digital Assets or other Stablecoins before we or our Financial Partners receive the Digital Assets or Stablecoins from you. We do not guarantee that we will fill your Order, and we reserve the right to cancel any Order or part of an Order for any reason, including if the Order: (a) was placed during a scheduled or unscheduled downtime of **SnowPay** or Company; (v) violates these terms or a Financial Partner Agreement; (c) is non-marketable, or (d) if there are circumstances outside of **SnowPay's** control (Force Majeure) that make it impracticable to complete the Order or expose **SnowPay** to additional cost or risk if the Order was completed.

6.2 Source of Funds; Destination of Proceeds; Order Limits. We only authorize Orders using funds in a Connected Account or Cryptocurrency Wallet you control. You are not allowed to use funds that do not belong to you to place Orders, and that you cannot place Orders on behalf of a third party. Each time you place an Order, you are promising that all you own the funds used by you to execute an Order, and that the funds are not the direct or indirect proceeds of any criminal or fraudulent activity. When we receive funds (Fiat Currency, Stablecoins or Digital Assets) for your Order, title to those funds transfers to **SnowPay** upon receipt. When we send to you proceeds (Fiat Currency, Stablecoins or Digital Assets) from your Order, title to those funds transfer to you upon your receipt of those funds. Any proceeds from the sale of Stablecoins/Digital Assets will be sent to your Connected Account or to your Cryptocurrency Wallet (as applicable), and you will not have the option to transfer proceeds to any other bank account or wallet, including a bank account or wallet that you own. Subject to other **SnowPay Services** provided under Exhibit A, **SnowPay** will not hold any sale proceeds on your behalf. We may limit the amount and frequency of your Orders (in USD terms) in a given time period. These limits may depend on when you opened your **SnowPay Account**, the Personal Data you provided us, and a variety of other risk factors.

07. General Terms

7.1. Fees. You can access the fees we charge for Orders through your Partner Account ("Fees"). Our Fees are subject to change, and you are solely responsible for reviewing the fee schedule prior to placing an Order. Placement of an Order by you means you accept the Fees published at the time you place the Order. Your Fee Schedule can be viewed in Schedule 1 of your Customer Agreement.

7.2. E-sign and Electronic Communications Consent.

7.2.1. We or the Partner will send all notices and communications with you ("Communications") through your Partner Account to the email address associated with your Partner Account. You agree to receive all communications from us and from our Financial Partners electronically. To ensure that you receive all of our Communications, you must keep your email address up-to-date and immediately notify the Partner if there are any changes. Delivery of any

Communications by us to the email address associated with your Partner Account is considered valid. If any email Communication is returned as undeliverable, we retain the right to block access to your SnowPay Account until you provide and confirm a new and valid email address.

7.2.2. Hardware and Software Requirements. To access and retain electronic Communications, you will need the following computer hardware and software: (a) a device with an Internet connection; (b) a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled; (c) a valid email address (your primary email address on file with Company); and (iv) sufficient storage space to save past Communications or an installed printer to print them.

7.2.3. How to Withdraw Your Consent. You may withdraw your consent to receive Communications electronically and choose to receive paper copies at no additional cost to you by contacting us at **[Insert SnowPay's Contact Email Address]**. If you fail to provide, or if you withdraw your consent to receive Communications electronically, we reserve the right to immediately close your SnowPay Account or charge you additional fees for paper copies.

7.3. Taxes. We do not provide tax or legal advice. We will report Orders and the proceeds from Orders to the Internal Revenue Service to the extent and manner required by applicable law.

7.4. Intellectual Property; SnowPay Materials; Feedback. The text, graphics, images, logos, button icons, photographs, editorial content, notices, software and other materials we provide you, including the manner in which we arrange or present them to you (the "SnowPay Materials") are protected under both the United States and other applicable copyright, trademark, and other laws. The SnowPay Materials belong to us or are licensed to SnowPay by our partners. We grant you the right to view and use the SnowPay Materials, but we or our partners retain ownership of the SnowPay Materials at all times. You may download or print a copy of the SnowPay Materials for personal, non-commercial use only. Any distribution, reprint or electronic reproduction of any SnowPay Materials in whole or in part for any other purpose is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the SnowPay Materials in a manner that violates any applicable law or these terms. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the SnowPay Services ("Feedback"), then you hereby grant SnowPay an unrestricted, perpetual, irrevocable, non-exclusive, fully paid up, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the SnowPay Services and to create other products and services.

7.5. Remedies for Breach. If you or any Authorized User breaches any of your representations, warranties, agreements, covenants or obligations set forth in these terms, give us inaccurate or incomplete information for any reason, or otherwise fail to comply with any other requirements of these terms or any of our or our Financial Partner's policies, we will have the right to suspend or terminate any Order and/or your SnowPay Account. You will be liable for all losses we our affiliates and our Financial Partners incur that result from any such breach. We have sole discretion over what actions, if any, it takes in the event of such breach and may take such

action without prior notice to you. If a breach by you or your Authorized Users involves participation by other parties with your SnowPay Accounts, you and such parties will be jointly and severally liable for all resulting damages to SnowPay and our affiliates. The enumeration in these terms of specific remedies will not be exclusive of any other remedies that may be available to us at law or in equity. Any delay or failure by us to exercise any right, power, remedy or privilege in these terms, or that exist now or in the future under any applicable laws (collectively, "Legal Rights") will not be construed to be a waiver of those Legal Rights, nor to limit the exercise of such Legal Rights, nor will it preclude the further exercise those Legal Rights.

7.6. Indemnification. you agree to defend, indemnify and hold harmless SnowPay, our Financial Partners, and our respective officers, directors, shareholders, partners, independent contractors, employees, and agents (the "Indemnified Parties") from and against all losses, liabilities, attorneys' fees, and all related expenses ("Losses"), whether in tort, contract, or otherwise, that arise out of, relate to, or are attributable, in whole or in part, to a claim, suits, or proceedings, brought by a third party against an Indemnified Party related to your breach of these terms or any activity by you related to your use of the SnowPay Services.

7.7. Liability Disclaimers, Indemnification Provisions, and Specific Risk Exclusions.

7.7.1 Lost Funds and Partner Liability: SnowPay LLC shall not be liable for any loss of funds, trapped funds, or any other financial consequences arising from actions taken by partner banks, PSPs, or any third parties involved in the processing of payments, including but not limited to account freezes, de-risking, or regulatory actions. SnowPay LLC shall not be liable for any indirect, consequential, or punitive damages resulting from such actions. The regulated payments partner agrees to indemnify, defend, and hold harmless SnowPay LLC from any claims, damages, losses, or liabilities, including legal fees, arising out of or related to actions taken by third-party financial institutions, PSPs, or regulators affecting the services provided to high-risk merchants.

7.7.2 Regulatory and De-risking Risks: SnowPay LLC shall not be liable for any loss, disruption, or damages caused by changes in laws, regulations, or the de-risking of high-risk merchant accounts by banks or PSPs, including but not limited to account closures, funding freezes, or restrictions on payment processing.

7.7.3 Best Efforts Obligation: SnowPay LLC agrees to use best efforts to assist the Regulated Payments Partner in resolving any issues arising from account de-risking, fund trapping, or regulatory inquiries, provided that SnowPay LLC shall not be held liable for outcomes beyond its control.

7.7.4 Force Majeure: SnowPay LLC is not be liable for delays, failure in performance or interruption of service that result directly or indirectly from significant market volatility, acts of God, acts of civil or military authorities, acts of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider

services, failures of equipment or software, pandemics, other catastrophe or any other occurrence that is beyond our reasonable control.

7.7.5 Third-Party Agreements: The Regulated Payments Partner shall ensure that all third-party agreements with banks, PSPs, or other financial institutions contain clauses that indemnify and protect SnowPay LLC from any liabilities related to the performance of the third-party services.

7.7.6 Audit and Reporting Requirements: The Regulated Payments Partner agrees to provide regular reports on the status of all high-risk merchant accounts, including any de-risking activities or fund trapping incidents, to ensure transparency and timely identification of issues that may affect SnowPay LLC's operations.

7.7.7. Limitation of Liability: In no event shall SnowPay LLC's liability to the Regulated Payments Partner exceed the total amount paid by the Regulated Payments Partner under this Agreement in the six (6) months prior to the event giving rise to the claim.

7.7.8. Dispute Resolution and Governing Law: Any disputes arising under this agreement shall be resolved through binding arbitration in [jurisdiction] under the rules of [arbitration body], with the costs of arbitration borne equally by both parties. These terms and your access to and use of the SnowPay Services will be governed by and construed and enforced in accordance with the laws of the state of New York, without regard to conflict of law rules or principles (whether of the state of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties arising out or relating to these terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the state of New York and the United States, respectively.