

TERMS OF USE

Last Updated: January 27, 2026

1. ACCEPTANCE OF TERMS

1.1. **The Agreement:** These Terms of Use (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and outbe App US Inc. (“Wallet Provider,” “we,” “us,” or “our”) governing your access to and use of the **outbe App** wallet application (“Wallet App”). **By using the Wallet App, you agree to these Terms.**

1.2. **Acceptance:** By creating a wallet or clicking an “Accept”, “Continue” or similar button in the Wallet App, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which forms part of these Terms. If you do not agree to these Terms, you must not access or use the Services.

1.3. **Modification of Terms:** We may update these Terms from time to time to reflect changes in law or changes to our Services. For any material change that negatively impacts your rights, we will provide at least 30 days’ advance notice via the Wallet App. Your continued use of the Services after the effective date of updated Terms constitutes your acceptance of the changes. If you do not agree to an update, you may terminate these Terms and stop using the Services before the change takes effect, as described in Section 11.

2. KEY DEFINITIONS

For the purposes of these Terms, certain key terms are defined below:

“Digital Assets” means cryptocurrencies, tokens, non-fungible tokens (NFTs), and other blockchain-based assets supported by the Wallet App.

“outbe Network” means the decentralized blockchain ecosystem, enabling users to participate in value recognition mechanisms based on their consumption activity.

“Private Keys” means the cryptographic keys that control access to and enable transactions with Digital Assets on blockchain networks. This includes any recovery phrase or seed phrase.

“Services” means your access to and use of the Wallet App and its features as described in these Terms.

3. OPERATIONAL BOUNDARIES

3.1. **Nature of Services:** Wallet Provider offers non-custodial software that functions exclusively as a user-controlled interface. Through the Wallet App, you may generate and manage your Private Keys, sign and broadcast transactions, and connect directly to supported blockchain networks and decentralized applications (dApps). The Services are entirely user-directed and do not intermediate, hold, or control any Digital Assets or transaction data on your behalf.

3.2. **Absence of Custody or Control:** Wallet Provider does not hold, store, or control any Digital Assets or Private Keys. We cannot access, freeze, reverse, or recover any transaction or Digital Asset, and we operate no blockchain infrastructure that would enable custody or unilateral control of Digital Assets (e.g., no validator or mining nodes under our control). **If you lose access to your Private Keys, your Digital Assets will be permanently unrecoverable.** Wallet Provider has no ability to restore or regenerate them and maintains no backups or copies. All transactions initiated through the Wallet App are final and irreversible once confirmed on the relevant blockchain.

3.3. **Regulatory Perimeter:** Wallet Provider intends that the Services do not, to the best of its knowledge as of the Last Updated date, involve activities requiring financial-services licensing or registration under applicable law. Wallet Provider is **not** a custodian, bank, exchange, money services business, money transmitter, broker-dealer, investment adviser, crypto-asset service provider, or other regulated financial-services provider.

3.4. **No Advice or Fiduciary Duty:** Wallet Provider does not provide investment, financial, legal, accounting, or tax advice and we assume no fiduciary or advisory duty toward any User in connection with the Services. You alone are responsible for any decisions you make when using the Wallet App.

3.5. **Geographic Restrictions.** Certain features of the Services (including fiat on/off-ramp, cards and specific third-party services) may be unavailable, limited or subject to additional conditions depending on your location and on our partners' regulatory permissions. In the United States, availability and functionality may also vary by state.

3.6. **No Offer.** Nothing in the Services is, or should be treated as, an offer, invitation or solicitation by Wallet Provider to buy, sell or otherwise deal in any Digital Asset or financial instrument.

4. THIRD-PARTY SERVICES

4.1. Third-Party Integrations: Certain features accessible through the Wallet App function solely as interfaces to independent third-party services that we do not own or control. These may include decentralized exchanges (DEXs), cross-chain bridge protocols, payment or fiat on/off-ramp providers, decentralized applications (dApps), or other Web3 services integrated for your convenience. Their inclusion in the Wallet App doesn't constitute our endorsement or guarantee, and we make no warranties or security assurances regarding third-party services. Your interaction with any third-party service is governed by that third party's own terms, and you assume all related risks. We are not a party to any agreement or transaction you enter into with such third-party services.

4.2. Third-Party Financial Data Services: To access certain specialized features (for example, features involving the outbe Network's value mechanisms), the Wallet App may facilitate a connection to independent third-party data service providers (for example, a regulated open banking or account information service). Any such provider operates under its own terms and regulatory obligations. Your engagement with any such third-party provider is governed by a separate agreement between you and that provider. Wallet Provider neither receives nor stores your financial data; all such data retrieval and processing are handled solely by the third-party service with your consent.

5. ELIGIBILITY AND USER OBLIGATIONS

5.1. Age Requirement: You must be at least eighteen (18) years of age to use the Services. By using the Services, you represent and warrant that you meet this age requirement. If we receive credible information that a User is under 18, we may restrict or terminate that User's access to the Services.

5.2. User Representations: By using the Services, you represent and warrant that:

- (a) You have the full legal capacity and authority to enter into and be bound by these Terms;
- (b) You are not located in, resident of, or accessing the Services from any country or jurisdiction that is subject to comprehensive sanctions imposed by the United States, European Union, United Kingdom, or United Nations;

- (c) You are not identified on any government-issued list of prohibited or restricted parties (such as the U.S. Treasury Department's Specially Designated Nationals list); and
- (d) Your use of the Services complies with all applicable laws and regulations in your jurisdiction.

5.3. User Responsibilities: When using the Wallet App, you agree to:

- (a) Maintain exclusive control over your device and your Private Keys;
- (b) Verify all transaction details (recipient addresses, asset amounts, transaction fees, etc.) **before** confirming or signing any transaction through the Wallet App;
- (c) Determine and fulfill any tax obligations applicable to your Digital Asset transactions or holdings, including reporting and paying any required taxes in your jurisdiction;
- (d) Keep your Wallet App and device operating system updated to the latest versions. Using outdated software might pose security risks; and
- (e) Promptly report to us any security vulnerabilities or bugs you discover in the Wallet App (you can contact us at the support email provided in Section 13).

5.4. Prohibited Activities: You agree that you will **not** engage in any of the following activities:

- (a) Using the Services for any unlawful, fraudulent, or unauthorized purpose, including but not limited to money laundering, terrorist financing, sanctions evasion, or other illicit activities;
- (b) Attempting to disrupt the Services, circumvent security features, introduce viruses or malware, or gain unauthorized access to our systems or other users' wallets;
- (c) Deploying any automated scripts, bots, or exploiting any vulnerabilities in the Services for unfair or abusive purposes (for example, to overwhelm the Services or gain an advantage not intended by the Services' normal functionality); and

- (d) Using the Services in a manner that infringes on our intellectual property rights or those of any third party. This includes reverse-engineering or copying the Wallet App software, except to the extent allowed by law.

5.5. **Enforcement:** We may suspend or restrict your access to the Services or specific features if prohibited activity is detected or reasonably suspected (see Section 11.2(b)), or if required by law. If we suspend or restrict your use, we will, where lawful and practicable, inform you of the reason.

6. FEES

6.1. **Service Fee.** Wallet Provider may charge a service fee for certain transactions or features integrated in the Wallet App, providing the interface and transaction routing functionality. Such fees are not based on the performance or value of your assets, will be clearly displayed to you before you finalize a transaction, and are non-refundable once confirmed and the service has been performed. If you are a consumer in the EU/EEA or UK, you agree that the service is fully performed at the moment of transaction confirmation and acknowledge that this results in a waiver of any statutory right of withdrawal or cancellation with respect to that service, to the extent permitted by law. Nothing in this clause affects any rights of refund you may have under applicable law or platform policies in the event of an error or non-performance.

6.2. **Third-Party Fees:** Independent third-party providers (such as on/off ramp providers or DEXs accessed via the Wallet App) may impose their own fees. Wallet Provider does not control those third-party fees and does not receive them. You are responsible for reviewing and agreeing to any such fees as presented by the third-party before you use their service.

6.3. **Network Fees:** You are responsible for paying any blockchain network fees (e.g., gas fees) incurred when you send a transaction. These fees are paid directly to blockchain network validators (such as miners or stakers) to process your transaction, and Wallet Provider does not set, receive, or control these fees.

7. INTELLECTUAL PROPERTY

7.1. **Our Intellectual Property:** Wallet Provider and its licensors retain all ownership rights, title, and interest in and to the Services, including all software, source code, branding, designs, logos, and other intellectual property associated with the Wallet App. These Terms grant you only a limited, non-exclusive, non-transferable, revocable license to install and use the Wallet App for your personal, non-commercial use, in accordance

with these Terms. You may not copy, modify, distribute, or create derivative works from our software except as allowed by us or by applicable law.

7.2. Open-Source Components: The Wallet App may include open-source software components that are governed by separate open-source licenses. In the event of any conflict between these Terms and an open-source license regarding those components, the open-source license terms will prevail for the open-source component in question. We can provide a list of open-source components and their licenses upon request or within the Wallet App.

7.3. Feedback: If you provide us with any feedback, suggestions, or ideas about the Wallet App (“Feedback”), we will consider it to be non-confidential. You agree that we may use, implement, and otherwise exploit any Feedback freely and permanently without any obligation or compensation to you. You grant us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use and modify your Feedback for any purpose, to the fullest extent permitted by applicable law.

8. RISK DISCLOSURE, LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. User’s Assumption of Blockchain Risks: You acknowledge and accept that using blockchain technologies and Digital Assets entails inherent risks, including but not limited to:

- (a) Blockchain networks or the Wallet App software might malfunction, behave unexpectedly, or experience downtime;
- (b) Smart contracts (including those you interact with via the Wallet App or associated with the outbe Network) may contain bugs or security flaws that could result in loss of Digital Assets or other damages;
- (c) Digital Asset markets are highly volatile. Values can fluctuate dramatically, and liquidity to buy/sell certain assets may diminish or disappear;
- (d) Blockchain transactions are generally irreversible. If you send Digital Assets to an incorrect or unintended address, you will likely be unable to recover those assets;
- (e) You may be targeted by scammers, phishing websites/messages, malware, or other means aiming to steal your Private Keys or Digital Assets. You must be vigilant and protect your credentials; and

- (f) Changes in laws or regulations or government actions could adversely affect the use, transfer, or value of certain Digital Assets and might limit the functionality of the Wallet App or related services in some jurisdictions.

YOU USE THE SERVICES AT YOUR OWN RISK. You understand that you may lose all of your Digital Assets and that no outcome or value is guaranteed. Digital Assets visible in the Wallet App are not bank deposits and are not protected by any deposit guarantee or investor compensation scheme. You should only use funds you can afford to lose in connection with any Digital Asset activities.

8.2. DISCLAIMER OF WARRANTIES: The Services are provided “as is” and “as available,” without any warranties of any kind. To the fullest extent permitted by applicable law, Wallet Provider disclaims all warranties, whether express, implied, or statutory, regarding the Services and any information or content available through them. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Wallet Provider does not warrant that the Services will meet your requirements or expectations, or that they will be uninterrupted, timely, secure, or error-free. Wallet Provider does not guarantee that the Wallet App will be compatible with all networks or that the Services are free of viruses or other harmful components. Nothing in these Terms is intended to affect or limit any rights you may have under applicable consumer protection laws.

8.3. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, in no event shall Wallet Provider be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or in connection with your use of (or inability to use) the Services, any third-party services accessed through the Wallet App, or any Digital Assets. This exclusion of damages includes, without limitation, damages for loss of profits, loss of Digital Assets, loss of data, loss of goodwill, business interruption, or any other intangible losses, even if we have been advised of the possibility of such damages. In addition, our total aggregate liability to you for all claims arising out of or relating to these Terms or the Services is limited to the greater of: (a) USD \$100 (one hundred U.S. dollars), or (b) the total fees (if any) you paid to Wallet Provider for Services in the 12 months immediately preceding the event giving rise to the liability.

8.4. Exceptions: Nothing in these Terms shall operate to exclude or limit liability for:

- (a) Death or personal injury caused by a party’s negligence;
- (b) Fraud or fraudulent misrepresentation;

- (c) Gross negligence or willful misconduct;
- (d) Any breach of obligations implied by statute regarding the quality or fitness of the Services; or
- (e) Any liability that cannot be excluded or limited under applicable law.

8.5. Indemnification: To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Wallet Provider and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your violation of these Terms or any applicable law, or your misuse of the Services or your intentional misconduct. However, you will not be required to indemnify Wallet Provider for claims to the extent such claims arise from Wallet Provider's own breach of these Terms or negligence. We reserve the right to assume the defense and control of any matter otherwise subject to indemnification by you (at your expense) and you agree to cooperate with our defense of such claim.

9. PRIVACY

9.1. Our Privacy Policy explains how we use and protect your personal information when you use the Services. By using the Services, you acknowledge that you have read our Privacy Policy and agree to the data practices it describes. If you do not agree to the Privacy Policy, you must not use the Services.

10. DISPUTE RESOLUTION

10.1. **Governing Law:** Except to the extent local law mandates otherwise, these Terms and any dispute or claim arising out of or in connection with them or the Services shall be governed by the laws of the State of Texas, USA, without regard to its conflict of law principles. This choice of Texas law will not deprive you of any mandatory consumer protections under the law of your country of residence.

10.2. Dispute Resolution for U.S. Users:

- (a) **Informal Resolution:** Before initiating any formal dispute proceedings, you agree to first contact us at support@outbe.app with a written description of the dispute. Each party will have 30 days from receipt of notice to attempt informal resolution;

- (b) **Binding Arbitration:** If informal resolution fails, any dispute, claim or controversy arising out of or relating to these Terms or the Services, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Austin, Texas (or remotely, at your election) before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (or, for claims exceeding \$250,000, its Comprehensive Arbitration Rules and Procedures), subject to JAMS Consumer Arbitration Minimum Standards. Payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules. This arbitration agreement is governed by the U.S. Federal Arbitration Act. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction;
- (c) **Class Action Waiver:** To the fullest extent permitted by applicable law, you and Wallet Provider agree that each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the Class Action Waiver is void or unenforceable, or that arbitration may proceed on a class basis, the entire arbitration agreement in this Section 10.2 shall be null and void, and any dispute shall proceed in court;
- (d) **Small Claims:** Either party may bring qualifying claims in small claims court;
- (e) **Opt-Out:** You may opt out of arbitration (including the Class Action Waiver) by sending written notice to support@outbe.app within 30 days of first accepting these Terms. Your opt-out will not affect any other provisions of these Terms;
- (f) **Jury Trial Waiver:** If for any reason a claim proceeds in court rather than in arbitration, you and Wallet Provider waive any right to a jury trial.
- (g) **Injunctive Relief:** Nothing in these Terms prevents either party from seeking injunctive or other equitable relief in any court of competent jurisdiction.

10.3. Dispute Resolution for Non-U.S. Users:

- (a) **EU/UK Users:** if you are in the EU/UK, the arbitration agreement (including the Class Action Waiver) in Section 10.2 does not apply, and you retain the right to resolve any claim or dispute in local courts. The choice of Texas law does not deprive you of mandatory consumer protections under your local law;
- (b) **Other Jurisdictions:** If the law of your country prohibits mandatory arbitration or provides you with a different dispute-resolution right, then any requirement to arbitrate in Section 10.2 will not apply to you; otherwise, the arbitration agreement in Section 10.2 will apply.

11. TERM AND TERMINATION

11.1. **Term:** These Terms become effective when you first use the Services or otherwise accept them and remain in effect until terminated as provided below.

11.2. Termination:

- (a) **By You:** You may terminate your use of the Services at any time by uninstalling the Wallet App and ceasing use;
- (b) **By Us (For Cause):** We may suspend or terminate your access to the Services immediately with or without notice for any breach of these Terms, suspected unlawful activity, compliance with legal requirements, or safety/security concerns. Where lawful and practicable, we will inform you of the reason for any such suspension or termination;
- (c) **By Us (Discontinuation of Service):** We may also suspend or end the availability of the Services (in whole or in part) at any time for business, operational, or legal reasons. In such a case, we will provide you with at least 30 days' prior notice whenever reasonably practicable. If a shorter period is required due to legal or security urgency, we will notify you as soon as reasonably possible;
- (d) **Effect of Termination on Your Assets:** The Wallet App is non-custodial. Termination of these Terms or your access to the Services, whether by you or by us, does not impact your control over your Digital Assets. You retain access to your Digital Assets at all times via your Private Keys. You are solely responsible for ensuring you have safely exported and backed up your Private Keys before or after termination;

- (e) **Effect of Termination on Your Data:** Termination of your access or of the Services will not delete any personal data we may hold about you (if any); any such data will be retained and handled in accordance with our Privacy Policy.

12. GENERAL PROVISIONS:

12.1. Entire Agreement: These Terms together with the incorporated Privacy Policy, constitute the entire agreement between you and Wallet Provider regarding the Services and supersede all prior or contemporaneous understandings on the subject matter.

12.2. Severability: If any provision of these Terms is held to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and if it cannot be so modified, that provision shall be severed. In either case, the remaining provisions shall continue in full force and effect.

12.3. No Waiver: Our failure to enforce any provision of these Terms shall not operate as a waiver of that provision or any other provision. Any waiver of rights must be in writing and signed by the party waiving it.

12.4. Assignment: You may not assign or transfer this agreement (or any of your rights or obligations) to anyone without our written consent. We may assign or transfer this agreement, in whole or part, to any of our affiliates or in connection with a merger, acquisition, or sale of assets, provided that such assignment does not materially reduce your rights or our obligations under these Terms. We will notify you of any such assignment within 30 days.

12.5. Force Majeure: Neither party shall be liable for any failure or delay in performance to the extent caused by events beyond that party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, utility failures, or governmental actions.

12.6. Relationship: These Terms do not create any partnership, joint venture, employment, or agency relationship between you and Wallet Provider. Both parties remain independent contracting entities.

12.7. Notices: We may provide announcements or notices to you under these Terms through the Wallet App interface, via push notification, or through any contact information you have provided to us (such as email). You are responsible for keeping

your contact information current and accurate. Notices to Wallet Provider should be sent to the addresses or emails specified in Section 13 (Contact Information).

12.8. No Third-Party Beneficiaries: These Terms do not confer any rights or benefits on any third party, and no third party may enforce any term of these Terms.

12.9. Survival: Sections 2 (Key Definitions), 7 (Intellectual Property), 8 (Risk Disclosure and Limitation of Liability), 9 (Privacy), 10 (Dispute Resolution), 11 (Term and Termination), and 12 (General Provisions) shall survive termination of these Terms.

13. CONTACT INFORMATION

outbe App US Inc.

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United States

Technical support and legal inquiries: support@outbe.app

Privacy & Data Rights: privacy@outbe.app