

Digital Assets Wallet App (via BankSocial®) Terms and Conditions

This Digital Assets Wallet App Terms and Conditions (the "Agreement") is a contract between Credit Union of Texas ("Credit Union," "CUTX," "Us," "We," or "Our," regardless of case or plurality) and the CUTX Member ("Member", "You" and "Your," regardless of case or plurality) in connection with the Digital Assets Wallet App, and Fivancial Inc., the owner, and provider of this Digital Assets Wallet App via the CUTX Online and Mobile Banking Service ("OLMB Service"). Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of this application, which includes opening the Digital Asset Wallet App. You should not use or stop using the Digital Asset Wallet App immediately if you do not agree to be bound by these terms and conditions.

1. Definitions and Interpretations

In this Agreement, the following terms shall have the following meanings:

"Content" - means any text, graphics, images, audio, video, software, data compilations, and any other form of information capable of being stored in a computer that appears on or forms part of the BankSocial Website and Digital Assets Wallet App;

"Fivancial" - means Fivancial Inc. and BankSocial®;

"Service" - means collectively any online facilities, tools, services, or information that Fivancial Inc. makes available through the application either now or in the future;

"System" - means any online communications infrastructure that Fivancial Inc. makes available through the application either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

"Users / User" - means any party that accesses the application and is not employed by Fivancial Inc. and acting in the course of their employment; and

"Application" means the Digital Assets Wallet App, any sub-domains of the BankSocial website and applications, software, or tools, unless expressly excluded by their terms and conditions.

2. Eligibility

To use the Digital Assets Wallet App and any Fivancial Inc. Service, you must, and by entering into this Agreement, do, represent, and warrant that you:

- (a) are at least 18 years old;
- (b) have not been suspended from using BankSocial or Fivancial Inc. Services;
- (c) are not subject to backup withholding by the U.S. Internal Revenue Service ("IRS") or a state tax authority;
- (d) will at all times comply with the Terms;
- (e) agree to receive communications relating to your Digital Assets Wallet App electronically in a manner compliant with the E-Sign Consent; and
- (f) will maintain a Credit Union of Texas and a BankSocial Account in good standing.

3. Credit Union of Texas Digital Assets Disclosure Statement

THE DIGITAL ASSET PRODUCTS OFFERED BY BANKSOCIAL (I) ARE NOT FEDERALLY INSURED AND DO NOT CARRY THE PROTECTIONS TYPICALLY ASSOCIATED WITH FEDERALLY INSURED FINANCIAL PRODUCTS; (II) ARE NOT OBLIGATIONS OF THE CREDIT UNION AND ARE SEPARATE FROM ANY COMMITMENTS OR GUARANTEES MADE BY Credit Union of Texas; (III) ARE NOT GUARANTEED BY Credit Union of Texas, MEANING THERE IS NO ASSURANCE OF VALUE, RETURN, OR RELIABILITY; (IV) ARE OR MAY BE HEAVILY SPECULATIVE AND VOLATILE, WITH SIGNIFICANT RISKS OF LOSS DUE TO MARKET FLUCTUATIONS AND OTHER FACTORS; (V) MAY HAVE ASSOCIATED FEES, INCLUDING TRANSACTION, MANAGEMENT, OR OTHER COSTS, THAT COULD AFFECT THE NET RETURNS OF THE ASSETS; (VI) MAY NOT ALLOW MEMBER RECOURSE IN THE EVENT OF DISPUTES OR LOSSES; AND (VII) ARE BEING OFFERED BY A THIRD PARTY, INDEPENDENT OF Credit Union of Texas, AND MAY BE SUBJECT TO THE POLICIES, PRACTICES, AND RISKS ASSOCIATED WITH THAT ENTITY.

4. Disclaimers

4.1 We may provide information about the Digital Assets Wallet App and general details about BankSocial. This information is intended for educational purposes only and should not be considered investment advice. We are not investment advisors, and the information provided is not personalized or tailored to your financial situation or goals. As a result, it may not be suitable for you.

4.2 Credit Union of Texas and Fivancial Inc. make no warranty or representation that the Digital Assets Wallet App will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third

parties, that it will be compatible with all systems, that it will be secure, and that all information provided will be accurate. Credit Union of Texas and Fivancial Inc. make no guarantee of any specific results from the use of the Service.

5. Secure Credentials

You must have or create secure credentials, among other things, to access the Digital Assets Wallet App. Only you are authorized to use your secure credentials to access the Digital Assets Wallet. You are required to maintain and safeguard your secure credentials in accordance with the Terms and Conditions defined herein. You understand and agree that you are fully liable for your use of the Digital Assets Wallet App and for the access and use of the application by any authorized users acting on your behalf.

6. Prohibited Uses

You understand and acknowledge that you will not use your CUTX Account(s), your BankSocial Account, or the Digital Assets Wallet App for any illegal purpose, including, but not limited to, money laundering, engaging in fraud or attempted fraud, or manipulating the digital currency markets.

7. Exchange Purchases or Transactions

All exchange purchases and transactions are final. Cryptocurrency transactions are irreversible once confirmed on the blockchain. CUTX cannot cancel, dispute, or reverse any crypto transactions, even in cases of fraud or accidental exchange purchases. Credit Union of Texas and BankSocial® are not responsible for non-delivery or delayed delivery due to circumstances beyond reasonable control, including asset protocol operations and incorrect address information.

8. Unauthorized Exchange Purchases and Transactions

You are responsible for all exchange purchases and transactions, including related instructions, using your BankSocial Account or the Service, including all authorized or unauthorized access to your BankSocial Account and use of your secure credentials through the Digital Assets Wallet App, and related liability due to your actions or negligence, to the maximum extent permitted by law. Exchange purchases or transactions made using your credentials are treated as authorized by you unless you notify us that the security of your secure credentials has been compromised prior to our receipt of any unauthorized exchange purchase or transaction.

If you did not authorize a particular exchange purchase or transaction, suspect fraudulent activity, or believe there has been an error with respect to your BankSocial Account, you must immediately contact Credit Union of Texas by calling Member Services at (214) 818-3231 or (800) 627-0006. BankSocial and Credit Union of Texas are not responsible for any losses from your Credit Union Account.

9. Freeze, Hold, or Closure of Your Credit Union of Texas Membership or Account(s)

9.1. If we suspect that fraudulent conduct is or has taken place with respect to any CUTX Account enrolled into the Digital Assets Wallet App, if we are notified that an Owner of a CUTX Account has died or is incompetent to manage his or her affairs, if we have been notified that a dispute exists between or among parties to the CUTX Account or third parties with regard to their respective interests in the CUTX Account, if there are competing claims to funds on deposit; or if we are in doubt concerning the respective interests of any parties to a CUTX Account, or other persons claiming interest in the CUTX Account, we may: (a) interplead all or any portion of the funds from the CUTX Account into an appropriate court for resolution; or (b) freeze all or part of the funds on deposit and restrict withdrawals from the CUTX Account and deny other transactions such as deposits until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent conduct or probate matter has been resolved by a court of competent jurisdiction, by written settlement agreement entered into by all Owners to the CUTX Account and any third party making claim to funds in any such Account, or in any other manner to our satisfaction.

9.2 You agree, further, that we may recover any costs we incur (including, without limitation, attorney's fees or court costs expended) in connection with the foregoing, which fees will be payable by you directly out of the CUTX Account.

9.3 If we freeze, suspend, or close your CUTX Account(s), your access to the Digital Assets Wallet App via the Credit Union's Online and Mobile Banking Service will be suspended or terminated. We are not liable for any loss in value in your BankSocial Account as a result of those fluctuations while your access to the Digital Assets Wallet App is suspended or terminated. Refer to the CUTX Online and Mobile Banking Master Terms and Conditions for additional information concerning Service Suspension and Reinstatement.

10. Intellectual Property

10.1 All Content included in the Digital Assets Wallet App and BankSocial Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Fivancial Inc., or their affiliates or other relevant third parties.

10.2 Subject to sub-clause 10.3, you may not reproduce, copy, distribute, store, or in any other fashion re-use material from the application unless otherwise indicated on the app or unless given express written permission to do so by Fivancial Inc.

10.3 Material from the application may not be re-used without written permission where any exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

11. Privacy

11.1 For the purposes of applicable data protection legislation, Fivancial Inc. will process any personal data you have provided in accordance with the **Privacy Policy** available on the BankSocial website (banksocial.io/privacy-policy) or on request from Fivancial Inc.

11.2 You agree that if you have provided Fivancial Inc. with personal data relating to a third party, (1) you have in place all necessary, appropriate consents and notices to enable the lawful transfer of such personal data to Fivancial Inc. and (2) you have brought to the attention of any such third party the Privacy Policy available on BankSocial's website or otherwise provided a copy of it to the third party. You agree to indemnify Credit Union of Texas and Fivancial Inc. in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

12. Service Disruptions

Access to your Credit Union of Texas Account(s), the Digital Assets Wallet App, or your BankSocial Account may be disrupted or unavailable due to circumstances beyond our control, technological failures, or due to scheduled or unscheduled maintenance. This could result in the inability to Buy and Sell Crypto for an unknown time and may also contribute to delays in communication with you regarding your Credit Union of Texas Account(s). Having access to your Credit Union of Texas Account(s), the Digital Assets Wallet App, or your BankSocial Account unavailable for an unknown time could have consequences for you, particularly if the crypto price differs significantly from the price available prior to such an event. Credit Union of Texas and BankSocial have no liability for any losses resulting from such disruptions, delays, or interruptions.

13. Force Majeure

Credit Union of Texas and BankSocial will not be responsible for any failure to perform our duties. We will not be liable hereunder for any loss or damage in association with such failure to perform, including but not limited to any loss or damage directly or indirectly attributable to price fluctuation, including as a result of any circumstance or event that is beyond our (or our third-party service provider) reasonable control that adversely affects our ability to provide the Service. Such circumstances include any event caused by, arising out of, or involving: (a) an act of God; (b) accident, fire, water, or wind damage or explosion; (c) any computer, system, or other equipment failure or malfunction caused by any computer virus or other malicious code or the malfunction or failure of any communications medium or any phishing or spoofing or other attacks; (d) any interruption of the power supply or other utility service; (e) any strike or other work stoppage, whether partial or total; (f) any disruption of, or suspension of trading in, the digital asset markets; (g) pandemic or epidemic; or (h) any other similar event.

14. Limitation of Liability

14.1 To the maximum extent permitted by law, Credit Union of Texas and Fivancial Inc. accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special, or exemplary damages arising from the use of the Digital Assets Wallet App or any information contained therein. Users should be aware that they use the application at their own risk.

14.2 Nothing in these terms and conditions excludes or restricts Credit Union of Texas and Fivancial Inc.'s liability for death or personal injury resulting from any negligence or fraud on the part of Fivancial Inc.

14.3 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid, or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

15. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, Credit Union of Texas and Fivancial Inc. shall not be deemed to have waived any of their rights or remedies.

16. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

17. Amendment and Termination of Agreement

You understand and agree that CUTX may amend, terminate, or suspend this Agreement, or terminate, suspend, or limit your access privileges to the Digital Assets Wallet, in whole or part, at any time for any reason without prior notice. Any such amendment of this Agreement or termination of the Digital Assets Wallet App shall not affect your liability or obligations. Continued use of the Digital Assets Wallet App will constitute acceptance of the Agreement terms.

18. Other Agreements

In addition to the Digital Assets Wallet App Terms and Conditions, you agree to be bound by and comply with all other CUTX agreements, including but not limited to Account Agreements, Privacy Policy, Electronic Funds Transfer Disclosure, and end-user license agreements. You also agree to comply with all applicable state and federal laws and regulations.

19. Notices and Communications

All notices and communications regarding the Digital Assets Wallet App shall be provided to BankSocial either by mail to 5910 N Central Expressway, Ste 1400 TX 75206 or by email to **tandc@banksocial.io**. Such notice will be deemed received three (3) days after mailing if sent by first class mail, the day of sending if the email is received in full on a business day, and the next business day if the email is sent on a weekend or public holiday.

20. Law and Jurisdiction

These terms and conditions and the relationship between you and Fivancial Inc. shall be governed by and construed in accordance with the Laws of The State Of Texas and Fivancial Inc. You agree to submit to the exclusive jurisdiction of the Courts of the State of Texas.