

Terms and conditions

SECTION 1 – INTRODUCTION

These Terms are divided into the following sections, which are deemed incorporated in their entirety by and in any reference to these Terms:

Section 1 – This Introduction

Section 2 – Terms applicable to your Wellmont Account

Section 3 – Terms applicable to your Wellmont Card

Section 4 – Terms applicable to your Cryptocurrency

Section 5 – Generally Applicable Terms

Section 6 – Definitions applying to these Terms

These Terms of Service (these “Terms”) constitute a framework agreement between you (the “User”, “you” or “your”) and the following Wellmont entity (in each case, “Wellmont”) as applicable:

A. Wellmont Capital Group N.V., a company incorporated in The Netherlands registration number 819650778 and whose registered office is at Herengracht 282, 1016BX Amsterdam, The Netherlands.

These Terms should be read in conjunction with:

A. The relevant Card Issuer Terms.

B. Wellmont's Privacy, Data Use and Retention Policy.

C. Our Fees Section; and

D. Our Refer a Friend Terms.

Where there is any conflict between any provisions contained in the terms referenced at (a) to (d) above, the following order of priority shall be applied; for the avoidance of doubt the first mentioned taking precedence over those subsequently following:

A. Wellmont's Privacy, Data Use and Retention Policy;

B. The relevant Card Issuer Terms;

C. Wellmont's Fee Section;

D. These Terms.

SECTION 2 – ACCOUNT TERMS

1. GENERAL

1.1 These Terms commence on the day that you apply for a Wellmont Account and shall continue until terminated in accordance with these Terms. They govern (a) your use of the Wellmont Dashboard; (b) all

Wellmont Transaction(s); (c) opening of a Wellmont Account; (d) your ordering and use of a Wellmont Card; and (e) all Wellmont Services which Wellmont enters into or provides to you.

1.2 As a condition of Verification and your use of the Wellmont Services and your entry into any Wellmont Transaction, Wellmont reserves the right to require you to provide us with such documentation, information and photographs and/ or require from you real-time facial recognition through the Website or Wellmont App, as applicable, as we may reasonably request from you to comply with our regulatory obligations. You acknowledge that where you fail to provide such information or to satisfy such facial recognition, Wellmont may take such steps as it deems necessary to prevent your use of the Wellmont Services. These Terms incorporate by this reference any Supplemental Terms as may be applicable to your use of Wellmont Services from or in your Territory.

1.3 The Wellmont Card Terms which govern your use of your Wellmont Card and are as set out in Section 3 of these Terms.

2. Wellmont ACCOUNT-HOLDER VERIFICATION AND KYC

2.1 It is Wellmont's policy to prohibit and actively prevent money laundering ("ML") and any activity that facilitates money laundering or terrorism financing ("TF") or criminal activities. Wellmont is subject to regulation designed to combat ML and TF as set out in all legislation as applicable.

2.2 Wellmont considers a range of anti-money laundering legislation and guidance, including but not limited to: the Financial Action Task Force ("FATF") regulations and guidelines; JMLSG Guidance Notes; the UK's Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, the Money Laundering Regulations 2007; the Proceeds of Crime Act 2002 (as amended by the Crime and Courts Act 2013 and the Serious Crime Act 2015); the Terrorism Act 2000 (as amended by the Anti-Terrorism, Crime and Security Act 2001, the Terrorism Act 2006 and the Terrorism Act 2000 and Proceeds of Crime Act 2002 (Amendment) Regulations 2007; Canada's Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA); the US Bank Secrecy Act 1970 and the US Patriot Act 2001; the Asia-Pacific Group on Money Laundering Guidelines; Singapore's Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act; the Organised Crime Act 2015; the Mutual Assistance in Criminal

Matters Act; Japan's Act on Punishment of Organised Crimes and Control of Crime Proceeds (Act No. 136 of 1999) (the Act on Punishment of Organised Crimes); and the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007); Australia's Proceeds of Crime Act 2002, the Anti-money Laundering and Counter-terrorism Financing Act 2006; and the Financial Transaction Reports Act 1988.

2.3 Wellmont also reviews other regulatory authorities' guidance and internationally accepted regulations to prevent money laundering and to combat terrorism financing.

2.4 Wellmont insists on a comprehensive and thorough KYC and AML compliance framework. This includes monitoring of suspicious transactions and obligatory reporting to local regulators and other compliance bodies.

2.5 Wellmont reserves the right to refuse registration to persons from jurisdictions that do not meet international AML standards.

2.6 Wellmont reserves the right to carry out Wellmont Account-holder diligence verification of its users and their transactions. Enhanced Wellmont Account-holder review may be carried out periodically at our discretion as part of our ongoing risk assessment. In addition to this, any attempt to abuse Wellmont or its platform will result in immediate account suspension and reporting violations to respective authorities.

2.7 The Wellmont AML and KYC policies are as follows:

A. Transactions conducted via the Wellmont platform will be subject to AML transaction monitoring.

B. Identity and proof of address documents and transaction records will be maintained for at least six years and will be submitted to regulators as required without prior notification to registered users.

C. Wellmont may at any time without liability and without disclosing any reason, suspend the operation of your account. Wellmont shall notify you after exercising its rights under this Clause 2.

2.8 In compliance with its various obligations relating to preventing ML and TF Wellmont has:

A. Appointed a Money Laundering Reporting Officer in each of its jurisdictions of operation, as required by the applicable laws.

B. Senior Management who take on responsibility for AML and Financial Crime.

C. Systems to verify the identification of clients.

D. Processes where any knowledge or suspicions of money laundering will be reported.

E. Training for all relevant staff on AML.

F. Systems to monitor our controls.

G. A process to retain adequate records.

2.9 To be eligible to use the Wellmont Services, you must:

A. pass our regulatory due diligence checks;

B. not be in breach of these Terms; and

C. not have had any previous Wellmont Account closed by us or blocked by us. We may at our discretion permit your use of the Services notwithstanding that you have had a Wellmont Account previously closed or blocked.

Wellmont Account-holder Information

2.10 You confirm that you are at least 18 years of age, that you have provided correct Information during the process of creating a Wellmont Account and that you are an individual acting solely on your own behalf and are not acting for a purpose related to a trade, business or profession. You undertake that, if your details change, you will notify us immediately. You agree and acknowledge that Wellmont shall not be liable for any losses that occur due to the submission of invalid, incorrect or inaccurate Information. You agree to cooperate with all requests made by us or any of our third party service providers on our behalf in connection with your Wellmont Account, to identify or authenticate your identity or validate your funding sources or Wellmont Transactions. This may include, but is not limited to, asking you for further information that will allow Wellmont to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your Information against third party databases or other sources as we choose.

2.11 We reserve the right to close, suspend, or limit access to your Wellmont Account and/or the Wellmont Services in the event we are unable to obtain or verify such Information or you do not comply with our requests under this Clause 2.

2.12 We may confidentially verify the information you provide to us or which we obtain ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on your credit history. This will not affect your credit rating. By entering into these Terms, you confirm that you consent to us or a third party on our behalf carrying out such verifications.

2.13 You must ensure the information on your Wellmont Account is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Your Wellmont Transaction Limit will be adjusted accordingly while we verify your identity. We shall not be liable for any losses arising out of your failure to maintain up to date information.

Verification of Wellmont Account-holder Information

2.14 Wellmont will verify your identity through the documentary means and/ or non-documentary means you provide to Wellmont upon registering for a Wellmont Account. Wellmont reserves the right to use non-documentary means where necessary to verify the true identity of the Wellmont Account-holder. To verify the identity of the Wellmont Account-holder, Wellmont may ask you for a copy of your Government-issued proof of identity (passport copy or driving licence or Government-issued National Identity Card), as well as proof of the Wellmont Account-holder's residential address (electricity, gas, water or fixed landline phone bill less than 3 months old or bank statement) or may request any other document evidencing these.

2.15 We will verify the information provided to us within a reasonable time. Where we find suspicious information that indicates possible money laundering, terrorist financing activity, or other suspicious activity, we will, in conjunction with our MLRO/CAMLO report that activity in accordance with applicable laws and regulations.

2.16 Where we are not able to confirm with a reasonable degree of certainty the true identity of the Wellmont Account-holder and/ or are not satisfied that the Wellmont Account-holder presents an acceptable level of risk to Wellmont, we may: (1) deactivate or suspend the account; (2) close an account after attempts to verify the Wellmont Account-holder's identity fail; and (3) determine whether it is necessary to inform applicable regulators and regulatory bodies in accordance with applicable laws and regulations.

2.17 Wellmont may within a reasonable period of time after an account is opened (or earlier, if required by another law or regulation or directive issued in connection with an applicable list), determine whether a Wellmont Account-holder appears on any government-issued list of known or suspected terrorists or terrorist organisations following which Wellmont may, as required and/ or permitted by applicable laws, submit such information to applicable regulatory bodies.

Recordkeeping

2.18 We maintain records of our verification for anti-money laundering purposes, including information provided by the Wellmont Account-holder regarding their identity, as well as specific details contained within those documents. Subject to our Privacy, Data Use and Retention Policy and applicable Data Protection Laws, we will retain records of all identification information for six years from the date such information is provided to Wellmont or an account is closed, whichever is later. The information we hold will be treated as confidential unless disclosure is required to a third party, in which case such disclosure shall be made in accordance with applicable laws and only to the extent required. We are legally obligated to collect and maintain this information, and may be legally obligated to continue maintaining it notwithstanding any request made by you to us to erase such information, where required and permitted under applicable Data Protection Laws and those relating to anti-ML.

Reporting

2.19 Whilst Wellmont does not have a recurring legal obligation to periodically report user activity to any particular foreign authority(ies), for example foreign police or tax authorities, where Wellmont receives a request from any foreign authority, we will request that a formal enquiry is made by that foreign entity to the equivalent counterpart in the relevant territory in which your Wellmont Account is administered. Where Wellmont receives the request through the appropriate local authority, we are legally obligated, depending on the information requested, to cooperate with that enquiry. Wellmont is not able to provide taxation advice or comment on individual cases.

Suspicious Activity

2.20 Wellmont reserves the right to monitor accounts for activity involving unusual transaction sizes, volumes, patterns or types and Wellmont may in its sole discretion conduct further investigations in this respect.

2.21 Wellmont may file one or more reports with any relevant regulatory authority(ies) where we know, suspect or have reason to suspect that a transaction facilitates criminal activity.

2.22 It is our policy that all suspicious activities will be reported regularly to the Board of Directors and appropriate senior management.

Sanctions

2.23 Wellmont is prohibited from transacting business with individuals, companies and countries that are on prescribed Sanctions lists. Wellmont will therefore screen against United Nations, European Union, UK Treasury and US Office of Foreign Assets Control (OFAC) sanctions lists in all jurisdictions in which we operate.

3. YOUR Wellmont ACCOUNT

3.1 You are able to store multiple currencies in your Wellmont Account. These currencies are subject to change from time to time. Wellmont does not guarantee the availability of Fiat Services or Cryptocurrency Services in the Territory. Parts of the Wellmont Services may not be made available in your Territory for legal and/ or regulatory reasons.

3.2 To comply with applicable laws, Wellmont may require you, by written notice, to exchange your balance of one or more Supported Cryptocurrencies within a period to be defined within that notice. Where you fail to comply with such requirement, Wellmont may, at its sole discretion, exchange your balance to a Supported Fiat Currency at the prevailing Exchange Rate and deduct any applicable Fees.

3.3 Individual accounts associated with Supported Fiat Currencies for the store of Virtual Currency are administered on Wellmont's behalf by the applicable Card Issuer, depending on your location. This is not the same as a banking institution holding money for you. Neither we nor our Card Issuer use the funds to invest or lend to other persons or entities. Your Virtual Currency will not accrue interest. The funds corresponding to Virtual Currency will be held in one or more segregated bank accounts or multi-signature wallets, as applicable, separately from Wellmont's own funds. Wellmont Accounts for Supported Fiat Currencies are administered by the relevant Card Issuer.

3.4 PLEASE NOTE, THE VIRTUAL CURRENCY HELD IN YOUR Wellmont ACCOUNT IS NOT COVERED BY ANY STATUTORY PROTECTIONS AFFORDED TO BANKS, SUCH AS THAT UNDER THE UK FINANCIAL SERVICES COMPENSATION SCHEME, ADMINISTERED BY THE UK FCA, OR THE FDIC DEPOSIT INSURANCE SCHEME ADMINISTERED BY THE FDIC IN THE USA.

IF YOU ARE IN DOUBT AS TO WHETHER YOUR FUNDS ARE APPROPRIATELY PROTECTED TO MEET YOUR INDIVIDUAL REQUIREMENTS, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

3.5 Custody of Supported Cryptocurrencies is maintained by our Cryptocurrency Custodians. Our Cryptocurrency Custodians control only one of three multi-signature wallet keys in each case. The remaining two wallet keys in each case are controlled by Wellmont. Please refer to our Cryptocurrency-specific Terms, as referenced in paragraph 1.4(c) above for more information.

3.6 Your Wellmont Account, which stores Virtual Currency issued to you by Wellmont in exchange for receiving money from you or on your behalf, may be used by you to enter into;

A. Wellmont Dashboard Transactions; and

B. Wellmont Card Transactions.

3.7 You may be required to provide supplemental information to us to be able to use the full functionality of the Wellmont App.

4. RESTRICTIONS ON YOUR USE OF THE Wellmont SERVICES

4.1 Under no circumstances are you permitted to:

A. breach these Terms and/or the Card Issuer Terms (as applicable) or any other agreement or policy that you have agreed with Wellmont or with the Card Issuer;

B. use the Wellmont Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law. Wellmont will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;

C. use the Wellmont Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;

D. use the Wellmont Services to engage in debt-collection activities;

E. use the Wellmont Service for commercial speculative trading purposes or any analogous activity, which Wellmont may determine in its sole discretion;

F. instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;

G. refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;

H. attempt to intentionally or knowingly receive or attempt to receive funds from both Wellmont and a merchant for the same Wellmont Transaction;

I. control a Wellmont Account that is linked to another Wellmont Account that has engaged in any of these Restricted Activities;

J. conduct your business or use the Wellmont Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to Wellmont, other Users, third parties or you;

K. use your Wellmont Account or the Wellmont Services in a manner that the Card Issuer, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;

L. create more than one Wellmont Account without our prior written consent;

M. use the Wellmont Services to violate any law, statute, ordinance, or regulation;

N. use the Wellmont Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;

O. use the Wellmont Services to conduct activities pertaining to adult entertainment/pornography, auction houses, charities, chemicals and allied products, dating and escort services, binary options, legal services, political or religious organisations, video game arcades or establishments and business claiming to trade in prime bank guarantees, debentures, letters of credit or medium term notes;

P. infringe Wellmont's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

Q. act in a manner that is defamatory, libelous, threatening or harassing when using the Wellmont Services;

R. provide us with false, inaccurate or misleading information;

S. allow any of the currencies in your Wellmont Account to have a negative balance;

T. provide yourself with a cash advance from your credit card (or help others to do so);

U. take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the Wellmont Services;

V. take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

W. use the Wellmont Services to test credit card behaviours;

X. circumvent any Wellmont policy or determinations about your Wellmont Account including, but not limited to, attempting to create a new or additional Wellmont Account when a Wellmont Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional Wellmont Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Wellmont Account;

Y. harass our employees, agents, or other Users;

Z. have a credit score provided by a third party provider of Wellmont's choosing which indicates a higher level of risk associated with your use of the Services.

AA. use the Wellmont Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law;

BB. use the Wellmont Services to trade FX for speculative purposes or for FX arbitrage;

CC. refuse or fail to provide further information about you or your business activities that we may reasonably request;

DD. conduct your business or use the Wellmont Services in a manner that leads us to receive a disproportionate number of claims or chargebacks;

EE. reveal your Mobile PIN or Card PIN to anyone or use anyone else's Wellmont App or Wellmont Card;

4.2. You must ensure that you only enter into Wellmont Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. Where a person or entity accepts payments via a Wellmont Transaction you should not infer that their supply or provision of the goods and services is legal.

4.3 We reserve the right to refuse to perform a Wellmont Transaction directly or indirectly associated with any Restricted Country.

4.4 If Wellmont, in its sole discretion, believes that you may have breached any provision of this Clause 4, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:

A. closing, suspending, or limiting your access to your Wellmont Account or any or all of the Wellmont Services;

B. contacting other Users who have transacted with you; contacting your bank or credit card issuer; and/or warning other Users, law enforcement, or impacted third parties of your actions;

C. updating inaccurate Information you have provided to us;

D. taking legal action against you;

E. terminating these Terms or access to the Website;

F. fully or partially reversing a Wellmont Transaction; and/or

G. blocking your access to your Wellmont Account and/or Wellmont Dashboard temporarily or permanently.

4.5 Where possible, Wellmont will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

5. THE Wellmont DASHBOARD

As a Wellmont Account-holder, you can access to the Wellmont Dashboard on the Website or Wellmont App, where you can, among other things;

A. Top-Up your Wellmont Account;

B. verify your identity with us;

C. see your Wellmont Transaction History;

D. see the balance and currency of the Virtual Currency held in your Wellmont Account;

E. enable or disable your Wellmont Card;

F. change the PIN on your Wellmont Card;

G. access other security features relating to your Wellmont Account;

H. confirm your blockchain wallet address.

6. YOUR Wellmont CARD

6.1 Upon registering your details and Wellmont successfully completing the verification of your Wellmont Account through the necessary KYC checks using the information you provide to us, once you have been accepted as a Wellmont Account-holder, we shall issue you with your Wellmont Card in accordance with any completed order you place with us through the Wellmont Dashboard, subject to any issuance charges, as set out in the Fees Section.

6.2 Your use of every physical Wellmont Card is subject to the Card Issuer Terms.

6.3 You may activate and deactivate a Wellmont Card using the Wellmont App. Failure to disable the Wellmont Card upon becoming aware of it being lost or stolen may mean that you lose your right to any compensation for an Unauthorised Wellmont Transaction.

7. SECURITY

You must ensure that you take all reasonable steps to maintain the security of your Wellmont Account and Wellmont Card by:

A. keeping your Mobile and your Mobile PIN safe and secure;

B. preventing unauthorised access to your Wellmont Dashboard, including but not limited to ensuring that you have 2-factor authentication enabled at all times; and

C. ensuring your Wellmont Card PIN and other unique numbers (including CVV, expiry and card number) are kept safe and secure.

7.2 The requirements of this Clause 7 are subject to you undertaking to do the following, which you acknowledge and agree to do, as well as other reasonable actions that can be reasonably inferred as being required on your part:

A. closing the Wellmont App every time you are not using it;

B. keeping the Mobile you use to gain access to the Wellmont Dashboard safe and secure and locked with a secure password or other security mechanism;

C. not writing down or telling anyone your Mobile PIN;

D. changing your Mobile PIN regularly;

E. not writing down or telling anyone your Card PIN or details of the Wellmont Card;

F. changing your Card PIN regularly;

G. if you receive any SMSs or emails, questionnaires, surveys, or other links that require you to provide your Mobile PIN, not providing your information and contacting our Customer Services team via the Wellmont Dashboard;

H. ensuring that the Mobile and e-mail account(s) you use to communicate with us are secure and only accessed by you, as the Mobile and e-mail address may be used to reset your Mobile PIN or to send information relating to the security of the Wellmont Dashboard;

I. if at any time you think that your Mobile PIN has been lost, stolen or any other person knows your Mobile PIN or anyone has access to your e-mail account or Mobile you use to communicate with us, you must inform our Customer Services team immediately via the Wellmont Dashboard;

J. keep your Wellmont Card safe and secure;

K. disabling your Wellmont Card via the Wellmont Dashboard or otherwise reporting to us, at any time if you think the security of the Wellmont Card is at risk, for example, if it is lost or stolen.

L. all Wellmont Transactions are processed by automated methods. Anyone who obtains access credentials to the Wellmont Dashboard or access to a Wellmont Card could use it to enter into Wellmont Transactions without your permission. If you notice misuse, theft or unauthorised use of your Mobile, Wellmont Card, Mobile PIN or Card PIN or any other activity that makes you suspicious, you must contact the Customer Services team and if possible enable the appropriate security features on the Wellmont App. If you suspect identity theft or theft of Virtual Currency, we suggest that you contact your local police as well.

8. TOP-UPS TO YOUR Wellmont ACCOUNT

8.1 In order to Top-Up the Virtual Currency in your Wellmont Account, you will need to perform a Top-Up via a Default Payment Card, or via a User Bank Transfer.

8.2 We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through the Wellmont Services. In order to lift your receiving limit, you must provide us with any supplemental information we request. If you have a Top-Up

limit on your Wellmont Account, you may be able to view it by logging onto your Wellmont Dashboard and accessing the Profile section.

Top-Ups via Default Payment Card

8.3 In order to Top-Up via a Default Payment Card, you will need to add the details of the Default Payment Card onto your Wellmont Dashboard. You may only add details of your Default Payment Cards to your Wellmont Dashboard if you are the named holder of Default Payment Card. The purchase of Virtual Currency via Default Payment Card will be for the amount and the currency defined by you.

8.4 You may have an option of using an automatic Top-Up function if it is available. You can set up or cancel this function at any time using the Wellmont Dashboard. The automatic Top-Up function allows you to automatically Top-Up your Wellmont Account if the balance of your Wellmont Account drops below a certain amount, which you set on the Wellmont Dashboard. The Top-Up will use the Default Payment Card you choose, when you enable the automatic Top-Up function. Please make sure that there is enough money for the Top-Up in the account your Default Payment Card is linked to.

Top-Ups via User Bank Transfer

8.5 You may also fund your Wellmont Account by entering into a User Bank Transfer. To perform a User Bank Transfer within the Wellmont Dashboard, you will be required to add and verify your bank account (and subject to the terms of the bank mandate used by your bank to set up and maintain the authority).

8.6 Upon our receipt of the amount sent via User Bank Transfer (either performed within or outside of the Wellmont Dashboard), we will issue the corresponding value of Virtual Currency to your Wellmont Account. The details of the bank account, belonging to Wellmont, to send the money to will be set out on the Wellmont Dashboard. Please take care (or ask the third party making a Third Party Bank Transfer to take care) to enter the correct bank account details when performing the User Bank Transfer or Third Party Bank Transfer, to make sure the money reaches us. If we receive your money in a currency other than the currency you indicated to us when we provided you with the bank account details, then we will

not be liable for any losses that you incur if our bank performs a currency conversion to change the money received into the currency of our bank account to which the money was sent.

9. Wellmont TRANSACTIONS

9.1 Wellmont may refuse to enter into a Wellmont Transaction with you at any time and for any reason.

9.2 Wellmont provides virtual receipts for successful Wellmont Transactions, which are accessible on the Wellmont Dashboard. In addition to virtual receipts, merchants should provide you with receipts when you enter into a Wellmont Card Purchase. Wellmont will not and is under no obligation to provide you with a physical receipt or other written confirmation in connection with any Wellmont Transaction.

9.3 Following the initial purchase of cryptocurrency on your Wellmont Account, for Anti-ML purposes you may be prevented from transferring it outside of your Wellmont Account for a period of up to 5 days from the time of the purchase of that cryptocurrency.

10. EXCHANGING VIRTUAL CURRENCY

10.1 You can exchange Virtual Currency in your Wellmont Account to Virtual Currency in another supported currency by using the exchange function on the Wellmont Dashboard. The currencies of Virtual Currency which you are able to purchase and store in your Wellmont Account are limited to those set out on the Wellmont Dashboard and are subject to change from time to time without us being required to provide you with notice.

10.2 You will be informed, on the Wellmont Dashboard, prior to sending your request to enter into the Virtual Currency Exchange, of:

A. the amount of Virtual Currency you will use to purchase the amount of Virtual Currency in your required currency;

B. the amount and currency of the Virtual Currency you wish to purchase;

C. the Exchange Rate of the Virtual Currency Exchange.

10.3 In order to submit the request to enter into the Virtual Currency Exchange, you will need to confirm the details which have been entered by hitting the 'confirm' button on the relevant part of the Wellmont Dashboard. By entering into these Terms, you accept sole responsibility for entering into the Virtual Currency Exchange. Wellmont will not be responsible for any losses you incur as a result of you using this function.

10.4 The request to enter into a Virtual Currency Exchange will be accepted when we confirm to you that the Virtual Currency Exchange has been entered into, on the Wellmont Dashboard.

10.5 The amount of Virtual Currency you can exchange is subject to a daily limit, specified in our Limits Section. Please refer to the Fees Section for more information on the interbank rate. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges at the interbank rate.

11. VIRTUAL CURRENCY TRANSFERS TO OTHER Wellmont USERS

11.1 You are able to send your Supported Fiat Currencies to other Wellmont Users and Cryptocurrency to any other wallet address using the Wellmont Dashboard.

11.2 You can make a request to enter into a Virtual Currency Transfer by logging onto the Wellmont Dashboard and following the on-screen instructions. You will need to enter the Counterparty's details requested on the Wellmont Dashboard (the 'unique identifier') in order to request entry into a Virtual Currency Transfer. It is your responsibility to make sure that the Counterparty's unique identifier is entered correctly. Any error may result in the Virtual Currency Transfer being unsuccessful or delayed. We shall not be liable for any losses you incur from entering an incorrect unique identifier.

11.3 If the Counterparty is already a Wellmont User, you will be informed on the Wellmont Dashboard, prior to confirming your request to enter into the Virtual Currency Transfer, of:

A. the Counterparty's name;

B. the amount and currency of Virtual Currency you wish to send to the Counterparty; and

C. the fees for the Virtual Currency Transfer (if any).

Virtual Currency Transfers to Wellmont Users

11.4 In order to submit the request to enter into the Virtual Currency Transfer, you will need to confirm the details which you have entered on the relevant part of the Wellmont Dashboard. Once you have provided confirmation (provided the Counterparty is a Wellmont User) by pressing 'send' then at that time we will have been deemed to have received your request to enter into the Virtual Currency Transfer.

Virtual Currency Transfers to Non-Wellmont Users

11.5 If the Counterparty is not a Wellmont User, then the request to enter into a Cryptocurrency Transfer shall be pending and not be deemed as received until the Counterparty is approved as a Wellmont User, within the 72 hours (excluding weekends and bank holidays in the relevant country as applicable) that the Virtual Currency Transfer is pending. The Counterparty will receive an SMS with instructions on how to open a Wellmont Account. You authorise Wellmont to send an SMS to the Counterparty on your behalf. If the Counterparty does not sign up to Wellmont within 72 hours of the SMS being sent to them, then the pending Virtual Currency Transfer will be terminated.

11.6 If the Counterparty is not a Wellmont User then:

A. the request to enter into the Virtual Currency Transfer will be pending and will not be deemed to have been received by us until the non-Wellmont User has been accepted as a Wellmont User;

B. the Virtual Currency Transfer should be completed at the latest by the end of the Business Day following the day upon which the Counterparty becomes a Wellmont User, provided the Counterparty becomes a Wellmont User before the pending Virtual Currency Transfer lapses.

11.7 Once your Virtual Currency has been sent, you will be able to view the completed Virtual Currency Transfer on the Wellmont Transaction History part of the Wellmont Dashboard.

12. RECEIVE VIRTUAL CURRENCY

If you receive Virtual Currency into your Wellmont Account, we will send a notification to the Wellmont Dashboard and display the payment in your Wellmont Transaction History.

13. ATM WITHDRAWALS

13.1 You can use your Wellmont Card to withdraw cash from any Visa-supported ATM, whereby we will redeem and debit the equivalent sum of Supported Fiat Currency held in your Wellmont Account and you will be provided with the equivalent amount of cash. You will need to follow the instructions on the ATM machine to perform the ATM Withdrawal. This may involve entering your Card PIN.

13.2 We charge for ATM Withdrawals in accordance with the charges set out in the Fees Section. If you choose to withdraw cash in a currency other than the currency for which you hold enough Fiat Currency in your Wellmont Account, your withdrawal may be declined.

13.3 If you choose to withdraw cash using a currency conversion offered by the ATM owner, Wellmont has no liability to you for that currency conversion. Please note that the ATM provider may, in addition charge its own fee for ATM Withdrawals which we have no control over or liability for.

14. Wellmont CARD PURCHASE

14.1 You can use your Wellmont Card to purchase goods and/or services either online or at a point of sale terminal anywhere that accepts the Wellmont Card. Where you do so Wellmont will redeem Virtual Currency in your Wellmont Account and the merchant will be sent, less any fees from the Card Issuer, the equivalent amount of money. You may be required to enter the details of your Wellmont Card (the card number, expiry date and CVC/ CVV number) or your Card PIN.

14.2 If you choose to be charged for your purchase in a currency other than the currency for which you hold enough Virtual Currency in your Wellmont Account, then our Exchange Rate will be used.

14.3 Where a currency conversion is offered to you by the merchant and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, Wellmont has no liability to you for that currency conversion.

14.3 Please see our Card Issuer Terms for more information on payments using you Wellmont Card.

15. FEES

15.1 The fees for the Wellmont Services are set out in the Fees Section. We will provide you with notice of any changes to the Fees in accordance with these Terms.

15.2 The fees we charge for any Wellmont Service is clearly shown on the Wellmont Dashboard prior to you completing an action and accepted by you or a User.

Cards

15.3 Fees for the delivery of replacement Wellmont Cards shall be charged at the time the request for a Wellmont Card is made. If your Wellmont Account balance is insufficient to cover the fees for the delivery of the replacement Wellmont Card, then we may refuse to issue the replacement Wellmont Card. If your

Wellmont Card has been lost, stolen or misappropriated we will only charge you for the costs associated with replacing your Wellmont Card and sending it to your applicable jurisdiction.

Transactions

15.4 We deduct applicable fees in respect of any Wellmont Dashboard Transaction from the currency balance in your Wellmont Account. Where your Wellmont Account does not hold a sufficient EUR balance to pay such fees, we shall deduct the equivalent fees from a different currency balance(s) calculated using our Exchange Rates. Where your Wellmont Account does not hold sufficient Virtual Currency to pay your fees in any currency, you agree that Wellmont may deduct applicable fees using the details of the Default Payment Card you supplied when signing up for the Wellmont Services or which you subsequently provide to us. We reserve the right to suspend your access to your Wellmont Services if we are not paid on time any monies owing to us by you.

ATM Withdrawals

15.5 ATM Withdrawal fees will be charged at the time the ATM Withdrawal is performed. If your Wellmont Account balance is insufficient to cover the ATM Withdrawal fees, we may refuse to execute the ATM Withdrawal. Please be aware that some ATM providers charge additional fees for the use of their ATMs and some merchants add a surcharge for accepting certain types of cards. You may also be subject to merchant's terms and conditions of business when you use the Wellmont Card and it is your responsibility to review and agree these before proceeding with a Wellmont Card Transaction.

16. APPLICABLE EXCHANGE RATES

16.1 The "Exchange Rate" means the:

A. "Standard Exchange Rate"; or

B. "Non-Standard Exchange Rate"

depending on the value of the Electronic Money Exchanges carried out by you in the given month, further details of which are set out in the Fees Section.

16.2 Generally, for major currencies where possible, during FX market hours the Standard Exchange Rate will be the interbank rate. However, in certain circumstances, it is not possible for the Standard Exchange Rate to be the interbank rate including when the FX market is closed on weekends or on bank holidays or when your Exchange Rate involves illiquid currencies. It may also not be possible for the Standard Exchange Rate to be the interbank rate due to other external factors such as volatile market conditions, a system failure impacting Wellmont's Services or any other external factors. In such instances, the Standard Exchange Rate will be different from the interbank rate. Please see the Fees Section for more details.

16.3 We will use the Exchange Rates set out in the Fees Section, where we can, however you will be informed (where possible) of the exact Exchange Rate for each Wellmont Transaction prior to your entry into the same. It is your responsibility to ensure that you are happy with the Exchange Rate we offer you, prior to entering into each Wellmont Transaction. In addition, our live exchange rates are available on the Wellmont Dashboard.

17. YOUR BALANCE

17.1 You acknowledge that balances and available funds reported on the Wellmont Dashboard are only approximate real time balances rather than the settled balances in your Wellmont Account. A real time balance may not take into account pending debits and credits. Wellmont will provide you with information on pending debits and credits as soon as it has that information.

18. NEGATIVE BALANCES

If for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers) you have a negative balance in your Wellmont Account, you agree to immediately Top-Up the required amount to correct the negative balance, such amounts being due without the need for previous notification. If you fail to do so:

A. we may exercise our right of set-off in accordance with Clause 10 of Section 5 of these Terms (Wellmont's Right to Set-Off) of these Terms;

B. initiate a chargeback procedure for any specific transaction which led to your Wellmont Account having a negative balance;

C. take debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts;

D. if Wellmont requests that you complete a Top-Up in order to correct a negative balance and you fail to do so within 7 Business Days, you authorise us to initiate a payment transaction for the amount of the negative balance (or the equivalent in another currency) from one of your Default Payment Cards or Your Bank Account.

19. Wellmont TRANSACTION LIMITS

19.1 We reserve the right to impose at our sole discretion Wellmont Transaction Limits, based on criteria determined by us and that does not have to be disclosed.

19.2 You may be able to view some of these Wellmont Transaction Limits by logging onto the Wellmont Dashboard. Wellmont may, from time to time, provide you with procedures or methods to remove or increase such limits. We reserve the right to remove Wellmont Transaction Limits from the Wellmont Dashboard.

20. WITHDRAWING FUNDS

20.1 You may withdraw funds from your Wellmont Account either by:

A. entering into an ATM Withdrawal; or

B. entering into a Wellmont Bank Transfer and choosing a Your Bank Account as the Counterparty Bank;
or

C. using any other available method on the Wellmont Dashboard or otherwise notified to you from time to time.

20.2 Wellmont is not responsible for the withdrawal payment once the funds are received by your payment service provider.

20.3 Wellmont is the payer and not the payment service provider for withdrawals.

SECTION 3 – CARD TERMS

1. INTRODUCTION

1.1 These Card Terms are entered into by and between you Wellmont and govern your use of the Wellmont Payment Card. By ordering a Wellmont Payment Card you agree to be bound by these Card Terms and you should therefore read these Card Terms carefully. If you have any questions in respect of anything set out in these Card Terms please contact support@Wellmontcapital.com.

1.2 Your Wellmont Card is issued by the applicable Card Issuer, and is subject to the Card Issuer Terms, which you agree to and accept in ordering and using a Wellmont Card.

1.3 The Card Issuer Terms are separate and independent from these Terms.

2. CONDITIONS

We shall be entitled at our sole discretion to (i) change the eligibility criteria for registration at any time and/or (ii) refuse your application, and/ or (iii) having accepted your application to register you or having approved you through the Verification process, terminate your use of the Card and/ or Your Account if you fail to fulfil any one of the following criteria. By signing up for a Card and the corresponding Account, you represent and warrant that:

A. you are at least eighteen (18) years of age;

B. you are eligible to register for and use the Card and the corresponding Account in accordance with the Verification process

C. you have the full right, power, and legal authority to enter into this Agreement; an

D. you are not impersonating any other person, operating under an alias or otherwise concealing your identity.

3. SIGNING UP, KYC AND PERSONAL DATA

3.1 To apply for a Card, you must have completed Verification.

3.2 We reserve the right to refuse to top-up / load any Account or Card, and may suspend or terminate your use of the Card if you have failed to, or in our reasonable belief it becomes apparent that you have failed to:

A. you fail to submit satisfactory KYC Information to be determined at Wellmont's discretion; or

B. you submit inaccurate or incomplete KYC Information; or

C. we are unable to verify your identity based on the KYC Information you submit or (d) at any time we suspect that you are using your Account for any purpose which is prohibited under these Card Terms.

4. USING YOUR CARD

4.1 Please note that your Card is not a credit card and does not incorporate or allow any credit facility. Transactions made using the Card will only be successful to the extent your Account holds a sufficient Usable Balance to settle transactions and you will not be able to complete transactions in the event you have a Negative Balance. Wellmont will debit the relevant Supported Currency within your Account when used. You can use your Card to complete transactions, which will deplete your Usable Balance, debiting the relevant Supported Currency Account. You will need to activate your Card and top-up / load funds onto your Account in accordance with these Card Terms in order to use your Card to make purchases. Subject to any limitations contained in these Card Terms, once your Card is activated and loaded, you may use your Card to:

A. purchase goods and services from merchants which accept payment via your Card; and

B. withdrawal cash from ATMs outside of the Territory which allow withdrawals using your Card.

4.2 The Account to which your Card is linked is not a savings or checking account and no interest whatsoever shall be due or payable to you in respect of any part of the Usable Balance stored in your Account.

4.3 For the avoidance of doubt, Wellmont is not a party to any transaction for sale and purchase of goods and services between you and any merchant. The rights and obligations in connection with (a) the sale and provision of goods and services which are the subjects of such transactions, (b) the transaction

methods and terms, and (c) performance or non-performance of the transactions (including but not limited to refusal to perform, delay, non-delivery, defects, errors, return or replacement of goods and services, and refund), exist only between you and such merchant, and Wellmont has no control over and is not responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of goods or services that you purchase with the Card or Account. Wellmont cannot and does not guarantee or ensure that the merchant you are dealing with will complete the transaction or that the merchant is authorized to do so.

5. YOUR PIN

5.1 You must log in to your Wellmont Dashboard to activate your Card and follow the instructions online to select your PIN to enable use of your Card. You are at all times responsible for maintaining adequate security and control of your PIN or any other codes that you use to access the services provided under these Card Terms.

5.2 Once you have successfully activated your Card, set up your payment PIN, and loaded funds onto your Account, you may use your Card to conduct transactions in accordance with these Card Terms. Your selected PIN must be designated by you and must not be shared or stored with any other person.

5.3 Where you believe the security of your PIN has been compromised, please contact Wellmont Support on support@Wellmontcapital.com and follow the procedures we instruct.

6. PROTECTING YOUR CARD, PIN AND PASSWORD.

6.1 Your Card and the corresponding Account shall be for your use only and may only be used after the Card has been activated in accordance with these Card Terms. You are responsible for keeping your PIN and password confidential and secure. You must not:

A. keep any written record of your PIN or password;

B. allow another person to see your PIN or password;

C. keep your PIN or password in a form that can be readily identified as the PIN or password to your Card

D. disclose your PIN or password to any other person (including your family members or spouse);

E. carry your PIN or password with your Card or store them in your mobile devices.

6.2 You must set a password to be able to log into your Wellmont Dashboard. Using your Card, go to the Website and set up your access to the Wellmont Dashboard.

6.3 If you forget your password or believe it may have been compromised, you should contact Customer Support immediately on support@Wellmontcapital.com. You may reset your password by logging into your Wellmont Dashboard at any time you wish.

7. MOVING OVERSEAS

Should you change your country of residence to a territory outside the Territory after signing up for your Card, you may be prevented from loading funds to your Account. You will however still be able to (a) use any positive Usable Balance remaining in your Account to conduct transactions or cash withdrawals in accordance with these Card Terms until the expiry date stated on your applicable Card or until your Usable Balance is fully utilised, whichever is occurs first; or (b) obtain a refund of your Usable Balance.

8. CONTACTING CUSTOMER SUPPORT

8.1 Unless otherwise stated in these Card Terms, should you have any request, issue, or any complaint regarding the Card, you may contact Customer Support any day from Monday to Sunday by email to support@Wellmontcapital.com.

8.2 You agree that Wellmont and/or the Card Issuer may (i) monitor and/or record any conversations you have with our Customer Support officers; and (ii) use such recordings or electronic transcripts from such recordings for quality assurance and training purposes or as evidence in any dispute or anticipated dispute.

8.3 Should you urgently need to disable or block any transaction or ATM withdrawal undertaken using your Card, you may access your Wellmont Dashboard and freeze your Card.

9. MULTI CURRENCY WALLETS

You may top-up / load supported Currency Wallets in your Account with the applicable Supported Currency. Where you provide funds in an Unsupported Currency, the Payment Processor may first convert such sums of Unsupported Currency into an equivalent amount in your selected Supported Currency (at the applicable prevailing exchange rate). Funds transferred between your Currency Wallets will also be subject to the prevailing Exchange Rate.

10. USING YOUR ACCOUNT

10.1 Only you as the cardholder, are authorised to use your Card and the associated Account. You can use your Card to access the Usable Balance on your Account to purchase goods and services from Visa-supported merchants worldwide, who accept the Card. However, where a merchant or financial institution does not accept payment via your Card or Account, Wellmont shall not be liable in such cases. You may also use your Card to withdraw sums from the Usable Balance on your Account at any ATM which accepts your Card. Your Card and its corresponding Account may only be used to make any transactions or withdrawals if it has a positive Usable Balance. We will not under normal circumstances authorize transactions for a transaction or withdrawal amount which is larger than your Usable Balance. Where such transactions are processed, you shall be liable to us for any resulting Negative Balance plus any applicable fees, along with any costs incurred by us or any other relevant third party in recovering or attempting to recover from you the amount of Negative Balance that you owe. Where we permit a Negative Balance to be incurred, it shall not be deemed to set any precedent for subsequent occasions.

10.2 Each time you make a transaction or withdrawal, your Account will be debited immediately by the amount of such transaction or withdrawal, plus any applicable fee and any other amount that we may deduct from your Account under these Card Terms. The Usable Balance on your Account will be reduced accordingly.

11. FEES AND CHARGES

11.1 All fees and charges that relate to the use of your Card and Account are detailed in the Fees Section. All applicable fees and charges (unless otherwise specified) will be deducted from your Usable Balance in addition to the sum debited from your Account as part of any Transaction. Fees are exclusive of Transaction amounts.

11.2 Unless otherwise specified in these Card Terms, all Account fees and charges as listed will be deducted from your Default Wallet in the first instance. Where your Default Wallet contains insufficient funds to complete such deductions, to satisfy the payment of such Account fees and charges, the transaction may be declined.

12. INTERNATIONAL ATM WITHDRAWAL FEES

12.1 Fees in respect of international ATM withdrawals made using your Card will be deducted in the manner set out below:

12.2 For ATM withdrawals in a Supported Currency, the international ATM withdrawal fee will be deducted from the Currency Wallet containing such Supported Currency.

12.3 For ATM withdrawal in an Unsupported Currency, the international ATM withdrawal fee amount will be deducted from your Default Wallet in the relevant currency contained in your Default Wallet.

12.4 Please note that: (i) some ATM operators may impose an operator fee which will be charged in addition to the total transaction amount (along with Wellmont's imposed Fees) and be deducted from your

Usable Balance and (ii) not all ATM operators advise you of their ATM operator fees before you withdraw money.

13. SUPPORTED CURRENCY CARD TRANSACTIONS

13.1 When you withdraw money from an ATM, make a purchase, or where an ATM operator charges you an ATM Operator Fee, in each case in a Supported Currency that you have loaded on your Account, the transaction amount including any fees payable will be deducted from the relevant Currency Wallet holding such Supported Currency. Where you have insufficient funds in that Currency Wallet, the transaction will not be successful.

13.2 A transaction cannot be funded from multiple Currency Wallets. Automated Currency Transfer is not currently supported by the Wellmont Website or Wellmont app.

13.3 Unsupported Currency Transactions: When you withdraw money from an ATM, make a purchase, or where an ATM operator charges you an ATM operator fee, in each case in an Unsupported Currency, funds from your Default Wallet will be debited and converted to the Unsupported Currency at the applicable Exchange Rate. If your Default Wallet has no funds, or insufficient funds, then the transaction will be unsuccessful.

14. ERRORS AND TRANSACTION DISPUTES

14.1 You should retain all vouchers and transaction records, transaction advices and receipts issued by merchants and ATMs, and check all transactions details and entries by reviewing your transaction records and history (which may be accessed on your Wellmont Dashboard or via Customer Support) on a regular basis. We accept no responsibility for your failure to regularly review, reconcile and verify the correctness of your transaction history and details nor your failure to promptly report to us any discrepancy, errors, omissions or unauthorised transactions in relation thereto.

14.2 Details in the entries of your transaction history reflected on your Wellmont Dashboard are presumed to be true and correct unless you notify us in writing of any disputes or inaccuracies thereon within two (2) weeks from the time of transaction.

15. DISPUTES RELATING TO ERRORS

15.1 If you believe an accounting error has occurred with regard to the Usable Balance in your Account, or your transaction history, you must notify and report such errors to us as soon as possible, in any case within two (2) weeks from the date of the disputed transaction by contacting our Customer Support team.

15.2 You are required to provide your proof of transaction along with as much relevant information surrounding such disputed transaction as possible. Once we have received that information, we will investigate such errors and acknowledge receipt of the same in writing within five (5) business days. Where we do not acknowledge receipt, it shall be deemed that we have not received the information.

15.3 Unless you have not complied with our request for information or there are exceptional circumstances impeding our investigations (in which case we will write to you to let you know), we will complete the transaction investigations (in most cases) within forty five (45) business days of acknowledging the receipt of the information from you and notify you of the outcome. Any decision made by Wellmont in the resolution of such dispute shall also be final and in the sole discretion of Wellmont.

15.4 If we determine any transaction error or dispute to be attributable to our fault or the fault of our services providers (including the Card Issuer), we will take steps to rectify such errors and make the appropriate refunds to your Card and/or Account where necessary. However, if on reasonable grounds we decide that any such errors or defaults are not attributable whether directly or indirectly to us, the Card Issuer or our service providers, we will notify you of our decision in writing and shall not be obliged to take any further action. Unless a transaction or recording error is due directly to our fault, we shall have no liability to you.

16. DISPUTES REGARDING NON-DELIVERY OR UNAUTHORISED TRANSACTIONS

16.1 Please note that you cannot stop or reverse a payment on any transaction after it has been authorised or completed. Where you would like to receive a refund after conducting a transaction you should contact the relevant merchant directly with your request. Where a merchant decides to process your request for a refund, it must issue a valid refund voucher to Wellmont in order for Wellmont to make a refund to you. Wellmont can only credit your Account with the refund after we have received such voucher from the merchant.

16.2 Any dispute you have with a merchant over good or services procured using your Card or Account must be addressed directly to the merchant from whom such goods or services were provided.

16.3 We may (but are not obliged), in our sole and absolute discretion, file a formal dispute with a merchant on your behalf over a transaction for which you believe you are entitled for a refund, or is otherwise unauthorised, provided that you duly comply with our requests for information (including provision of proof of transaction) and make available to us all relevant documentation. Provided that the dispute is resolved by the merchant in your favour, in accordance with the rules of the applicable card network, we as the issuer of the Card will credit your Account with the disputed amount.

17. REFUNDS AND/ OR REVERSALS

17.1 Any refunds, payment rebates or reversals made by a merchant to you in connection with a transaction previously made in a Supported Currency, will be credited to your Currency Wallet holding that particular Supported Currency. If at the time during or after the rebate, refund or payment reversal is processed, you no longer have the applicable Currency Wallet and you already have the maximum number of Currency Wallets allowed, we will return the equivalent amount to your Default Wallet after applying the Exchange Rate applicable at the time of the rebate, refund or reversal.

17.2 Rebates, refunds or reversals made in an Unsupported Currency will be converted at the applicable Exchange Rate to USD and returned to your Default Wallet. We will also refund any currency conversion fee charged on your original transaction, and we will not charge another currency conversion fee on the

refunded amount. Note that amounts returned for Unsupported Currencies and currency conversion fees may differ from the amount deducted from your Account at the time of the original transaction due to exchange rate fluctuations.

18. LIMITATIONS ON USE OF YOUR ACCOUNT

18.1 When using your Card with certain merchants (such as hotels and car rentals), the merchant may obtain an authorisation or approval to debit your Account for an amount up to 20% more than the anticipated total bill to cover additional items such as incidentals or to ensure adequate funds are available. The entire amount of the authorisation or approval will not be deducted from your Usable Balance until the authorisation or approval is confirmed. Only the amount actually spent or authorised will be finally deducted from your Usable Balance after the authorisation or approval is confirmed.

18.2 You may not use your Card or Account for the following purposes:

- A. making purchases from merchants who do not accept the Card;
- B. engaging in any transactions:
- C. which violate any Applicable Laws;
- D. involve Prohibited Articles;
- E. in, or with any persons in any Prohibited Country;
- F. involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent; or

G. are part of or connected to a money transfer mechanism to transfer funds to a third party which does not relate to an underlying transaction of goods and services.

19. TRANSACTION, TOP-UP / LOAD LIMITS AND FEES

To see the latest applicable top-up / load limits and schedule of applicable fees please see our Fees Section.

20. REPLACEMENT

20.1 You may request a new Card or replace an old or faulty Card at any time by:

A. contacting Customer Support; or

B. making a Card request via the Wellmont Dashboard.

20.2 Card replacements are subject to the Card Replacement Fee.

20.3 Upon activation and until the expiry date shown on your Card, your Card may be used to access your Account for the purpose of making purchases and withdrawals at ATMs. You may close your Account at any time prior to your Card expiration by contacting Customer Support.

20.4 Your Card cannot be used at merchants or ATMs after the expiry date. Should we be unable to contact you based on our records of your contact information six (6) months or more after the expiry date of your Card, you acknowledge and agree that we may hold your Usable Balance in accordance with Applicable Laws. Your Usable Balance will be held in your Default Wallet, with amounts in any other Currency Wallets converted at the then applicable Exchange Rate.

20.5 At your option, you may choose to close your Account and obtain a refund of your Usable Balance. Upon closure of your Account, you may be asked to destroy or return the Card to us. The Card linked to your Account will nevertheless be automatically cancelled by us.

21. TERMINATION OF THESE CARD TERMS

21.1 You acknowledge that we may restrict, withhold or suspend the use of your Account and/or Card or terminate these Card Terms immediately, without prior notice under any of the following circumstances:

A. your use of the Card and/or Account has, or we reasonably believe it has, breached any Applicable Laws or these Card Terms;

B. we suspect any illegal or unauthorised use of your Account or Card;

C. you gave us, or we reasonably suspect that you have given to us false or inaccurate information (including KYC Information);

D. in the case of a suspension, where necessary for relocating, replacing, maintaining, updating or repairing the software or hardware facilities of Wellmont or the Card Issuer;

E. here the Card and Account functions cannot be operated normally by Wellmont or Card Issuer due to a Force Majeure Event, or due to acts or omissions of third parties (including service providers of Wellmont and/or Card Issuer) which are not otherwise caused (whether directly or indirectly) by Wellmont and/or Card Issuer;

E. we believe that your Account has been or is likely to be misused or compromised;

F. where the continued use of your Account or the Card may cause Wellmont or Card Issuer to be in breach of any Applicable Laws (including, without limitation, laws relating to anti-money laundering and combating the financing of terrorism);\

G. you no longer satisfy the eligibility requirements set out in Clause 2.10 of Section 2 of these Terms; or

H. we reasonably believe that your Card, Account, PIN, or Wellmont Dashboard is being used in a way that may cause, whether directly or indirectly, losses to you or us.

21.2 Without limiting the foregoing, in the event of a suspension of your use of your Card and the corresponding Account, you agree that we may hold your Usable Balance pending the outcome of any investigations in connection with the provision of our services, and that we may also disclose information relating to your breach or suspected breach to such law enforcement or other authorities as we may deem necessary. You acknowledge that our decision to take certain actions, including termination and limiting access to your Card and/or Account, may be based on confidential criteria that is essential to our management of risk, the security of all our customers and the integrity of our system. You agree that we are under no obligation to disclose the details of our risk management or security procedures to you.

21.3 Without prejudice to Clause 21.2 above, you agree that we may close your Account and terminate these Card Terms without reason by giving you at least thirty (30) days' prior notice.

21.4 You may also terminate your Card (and the Account) by giving us notice thereof in writing sent via email to our Customer Support team or by requesting for such termination via the Wellmont Dashboard. Upon termination of your Card, you must (where possible) cut the relevant Card in half through the chip and magnetic stripe and cease all usage of the Card. You will pay such fees as we may from time to time specify with respect to such termination.

21.5 Where we exercise our right of termination under Clause 21.1, you will be entitled to a refund of any Usable Balance on your Account in accordance with these Card Terms.

22. RETURN OF USABLE BALANCE

If you would like to obtain a complete refund of the total amount of Usable Balance left in your Account at any time, please contact Customer Support.

23. UNAUTHORISED TRANSACTIONS

23.1 To block and/ or suspend your Account you must promptly notify us via Customer Support or log on to your Wellmont Dashboard if you believe any of the following has occurred:

- A. your Account is hacked, misused or compromised;
- B. any of your Cards is lost or stolen;
- C. any of your Cards is damaged or not working properly;
- D. any of your Cards is retained by an ATM; or
- E. the security of your PIN or password are compromised in any way.

23.2 Upon our receipt of your notification of any of the events above, we will suspend your Card and/or Account and prevent any further transactions from being made using your lost, stolen or compromised Card and/or Account, until appropriate measures are taken to replace your Card and/or restore security to your Account.

23.3 You will not be liable for any unauthorised transactions made using your Card or Account after we have been notified of the loss/theft or compromise of your Card or Account in accordance with this Clause after you have blocked the use of the Card or Account (as applicable). However, you shall be liable for all

transactions carried out before we are notified of such loss/theft or before you block the use of your Card or Account, even if such transactions were carried out without your authorisation.

24. INDEMNITIES

You shall fully indemnify and hold Wellmont, Card Issuer, and each of their respective officers, directors, employees, partners and agents ("Indemnitees") harmless from and against any and all damages, awards, expenses, losses, claims, actions, liabilities, penalties, costs and/or demands (including statutory liability and liability to third parties, economic loss, accounting fees, and court and legal costs assessed on a solicitor-client basis), suffered or incurred by any of the Indemnitees arising whether directly or indirectly from your:

A. act, omission, negligence, wilful default, mistake, misconduct, dishonesty or fraud (including any theft or loss of your Card and/or Account, or any fraud or misuse in relation thereto)

B. breach of these Card Terms

C. breach of any Applicable Laws, or any contractual or fiduciary obligations;

D. access and use of the Wellmont Dashboard, your Card and/or Account (or any access and use referable to your PIN and passwords)

E. payment and/or ATM cash withdrawal instructions, and/or our acting in good faith and taking or refusing to take action based thereon; an

F. violation of any rights of any person or entity.

25. NO WARRANTY

Your Card(s), the corresponding Accounts, and the Wellmont Dashboard are provided to you “as is”, “as available”, without warranty of any kind, whether express or implied (including any implied warranty of merchantability or satisfactory quality, fitness for a particular purpose, compliance with any description, non-infringement, or any implied warranty arising from course of performance, course of dealing, usage of trade or otherwise, all of which are expressly disclaimed). Without limiting the foregoing, we do not warrant:

A. that the services provided to you under these Card Terms will be error-free, virus-free or free from other invasive or damaging code, or that defects therein will be corrected

B. that the operation of the services (any information transmitted by you thereby) will be uninterrupted, continuous, or secure;

C. that any information we provide to you on the Wellmont Dashboard will be correct, accurate, complete, reliable or fit for purpose; and/o

D. that the use of your Card(s), the corresponding Accounts and/or that the Wellmont Dashboard will not give rise to any liability at law or under contract.

SECTION 4 – CRYPTOCURRENCY TERMS

1. Introduction

1.1 These Terms set out the basis on which Wellmont will provide you with the option of gaining exposure to certain cryptocurrencies. Before you can obtain such exposure you are required to read these Cryptocurrency Terms and the various associated risk warnings contained herein. By proceeding to use the Wellmont Services, you accept and acknowledge the associated risks in dealing with cryptocurrencies and your agreement with these Cryptocurrency Terms.

1.2 It is important to note that the Cryptocurrency Services we provide in relation to these Cryptocurrency Terms, as with the majority of cryptocurrency services across the world, are presently unregulated and in some Territories, are illegal.

1.3 By using Wellmont's Cryptocurrency Services, you agree to be bound by and acknowledge and understand these Cryptocurrency Terms and the risks stated herein.

1.4 If you do not accept these Cryptocurrency Terms you are not permitted to use our Cryptocurrency Services and must cease doing so immediately.

2. Risk Warnings

Please read the following risk warnings carefully:

A. The trading and exchange of real or virtual currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in your digital assets at any given moment. Any currency – virtual or not – may be subject to large movements in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or exchanging any cryptocurrency.

B. Cryptocurrency exchanges also carry special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, cryptocurrency is a unique type of currency, backed by technology and trust. There is no central bank that can take corrective measure to protect the value of cryptocurrency in a crisis, or issue more currency.

C. The price or value of cryptocurrency can rapidly increase or decrease at any time and may even fall to zero. The risk of loss in trading or holding cryptocurrencies can be substantial and can result in the loss of your entire exposure.

D. There may be additional risks that we have not foreseen or identified in these Cryptocurrency Terms or our other risk warnings.

E. You should carefully assess whether your financial situation and tolerance for risk is suitable for any form of exposure to cryptocurrencies.

F. Our banking providers do not transfer cryptocurrencies, exchange cryptocurrencies, or provide any services in connection with cryptocurrencies.

G. The information on the Website is provided for information purposes only and is not intended to be and does not constitute financial advice or any other advice. It is general in nature and not specific to you and it has not and is not an offer to buy or sell or a solicitation of an offer to buy or sell any security, product, service or investment, nor is it a recommendation, endorsement, or sponsorship of any security, company, or fund. Wellmont is not responsible for any investment decision made by you. You are responsible for conducting your own research and before using the Wellmont's information to make any decision, you should undertake your own due diligence and seek independent advice from an appropriately qualified third party. The information provided on the Website or in any communication containing a link to the Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Wellmont or its Affiliates to any registration requirement within such jurisdiction or country.

3. Registration Process

3.1 By using Wellmont's Cryptocurrency Services, you expressly represent and warrant that:

A. you accept all terms in this Section 4;

B. you have the full capacity to accept these Cryptocurrency Terms and enter into a transaction involving cryptocurrencies;

C. you are not a resident of a country which prohibits the purchase, sale or custody of cryptocurrencies, whether directly or indirectly;

D. you will not use the Cryptocurrency Services except for their intended purpose and not contrary to the general prohibitions regarding your Wellmont Account according to our General Terms of Use; and

E. you are familiar with the nature and workings of the technology behind cryptocurrency, and in particular, the irreversibility of transactions and the apparent risks associated with exposure to cryptocurrencies.

3.2 In order to access the Cryptocurrency Services you will need to access the Accounts tab in the Wellmont Dashboard and select the relevant cryptocurrency account.

3.3 Subject to Clause 3.2, once your Wellmont Account has been activated you will be able to gain access to cryptocurrency exposure.

4. Cryptocurrency Services

4.1 Wellmont offers you cryptocurrency exposure as part of the Cryptocurrency Services, enabling you to use certain of the Electronic Money held in your Wellmont Account (i.e. standard, non-virtual currency that is issued by a central bank, otherwise known as “fiat currency”) to obtain exposure to Cryptocurrency.

4.2 Wellmont may from time to time notify you of additional Cryptocurrencies to which we will offer exposure.

4.3 When you wish to gain or cease exposure to Cryptocurrency you instruct Wellmont to effect a buy or sell order on your behalf via a Cryptocurrency Exchange.

4.4 As a User, you will have no relationship, contractual or otherwise, with the Cryptocurrency Exchange. Wellmont will be the contracting party with the Cryptocurrency Exchange and will carry out such exchanges in relation to your transaction.

4.5 When you purchase Cryptocurrency, it is not held in Wellmont's custody. Custody of the Cryptocurrencies which Wellmont offers exposure to remains with the relevant Cryptocurrency Custodian.

4.6 Subject to Clause 5 below, once Wellmont has completed a successful exchange, you will have a beneficial interest in the requested cryptocurrency that Wellmont has exchanged and which the Cryptocurrency Custodian holds on your behalf.

4.7 As stated in Clause 3 above, as a User, you will not have a personal cryptocurrency wallet. User cryptocurrency will be stored in a pooled virtual currency account administered by Wellmont, held by the Cryptocurrency Custodian. Wellmont will maintain a record of the amount of each User's interest which will be displayed in each User's Wellmont Account alongside the User's fiat balances.

5. Transfers and Spending

5.1 You will be able to transfer cryptocurrencies to other Wellmont Users within the Wellmont App.

5.2 If a User ("A") wishes to transfer their cryptocurrency exposure to another User ("B"), Wellmont will action this transfer by assigning A's right to the cryptocurrency in the pooled account (see Clause 4 above) to B. Wellmont will adjust your records of the cryptocurrency exposure held by each of A and B in the pooled account accordingly.

5.3 You cannot spend cryptocurrency directly on your Wellmont Card.

5.4 If you want to spend any part of your cryptocurrency exposure, which is being recorded in your Wellmont Account, Wellmont will, subject to Clause 7 of this Section 4, automatically exchange any cryptocurrency exposure into fiat currency, settling with the merchant in the respective fiat currency.

6. Restrictions relating to the Cryptocurrency Services

6.1 We will apply limits to the amount of cryptocurrency that a User will be able to gain exposure to per transaction. These limits will be determined at Wellmont's sole discretion and may be amended and adjusted from time to time.

6.2 Any limits as described in Clause 7.1 above will be outlined whilst using the Cryptocurrency Services and before any proposed transaction is accepted.

6.3 You will not be able to transfer any cryptocurrency held outside of a Wellmont Account into a Wellmont Account.

6.4 You will not be able to transfer cryptocurrency exposure held as part of the Cryptocurrency Services to other cryptocurrency wallets held outside of the Wellmont App (for example transferring your BTC exposure to other bitcoin wallets).

6.5 Your cryptocurrency exposure balance will first be converted into fiat if you wish to transfer your cryptocurrency exposure externally.

7. Availability of Cryptocurrency Services

7.1 We make no guarantee that you will be able to gain your requested exposure to a cryptocurrency at the time of your request. Wellmont will only enact an exchange to a Cryptocurrency on your behalf if the related exchange has been successfully carried out with the relevant Cryptocurrency Exchange.

7.2 We cannot guarantee the value of any cryptocurrency at the point of your request for exposure.

7.3 In the event that a 'fork' occurs within the underlying Cryptocurrency's protocol, we will liaise with the relevant Cryptocurrency Exchange in order to determine the best approach for Users in relation to such event. Any decision made on behalf of Users will be made at Wellmont's sole discretion. For more information about forks please see our FAQs.

7.4 We will use reasonable endeavours to ensure that the Cryptocurrency Services can normally be accessed by you in accordance with these Cryptocurrency Terms. However, the Cryptocurrency Services are provided without warranty of any kind, either express or implied. We do not represent that the Cryptocurrency Service will be available 100% of the time to meet your needs. We will use reasonable endeavours to provide you with the Cryptocurrency Service as soon as possible but there are no guarantees that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

7.5 We may suspend use of the Cryptocurrency Services for maintenance and we will make reasonable efforts to give you notice. You acknowledge that this may not be possible in an emergency.

8. Fees

8.1 Any applicable fees we charge for the Cryptocurrency Services will be shown at the time of making a Cryptocurrency Transaction, before you confirm the same. We may from time to time change our Fees, and introduce new fees, in accordance with these Terms.

8.2 Users will pay a fee on each transaction which has been derived from the relevant Cryptocurrency Exchange plus a margin, to account for volatility. The price You will pay for a Cryptocurrency Transaction will be clearly shown and fixed for a set period of time before you confirm the same.

8.3 The cost of the fees will be included in the price of your Cryptocurrency Transaction and therefore taken in your pre-selected fiat currency.

8.4 There are no other additional fees for signing up or using the Cryptocurrency Service.

8.5 For more information about our fees in relation to the Cryptocurrency Service, please see our Fees section on the Website.

SECTION 5 – GENERALLY APPLICABLE TERMS

1. CLOSING YOUR ACCOUNT

1.1 Your Wellmont Account may be closed upon termination of these Terms in accordance with these Terms. You accept that after your Wellmont Account has been closed, Wellmont will store personal data about you and your Wellmont Transactions for a period of five years.

1.2 If your Wellmont Account holds a balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which your Wellmont Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your Wellmont Account but you may withdraw any remaining funds for a period of six years from the date of closure of your Wellmont Account by contacting Wellmont Customer Services and requesting that the funds be sent to you by returning the funds by either a card refund or bank transfer. When your Wellmont Account is closed, any pending instructions will be cancelled.

1.3 You may not close your Wellmont Account to evade an investigation. If you attempt to close your Wellmont Account while Wellmont is conducting an investigation, it may freeze the account to protect all parties to the Wellmont Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your Wellmont Account even after it is closed.

2. NOTICE AND COMMUNICATIONS

2.1 You agree and consent to Wellmont sending electronic Communications in connection with the Wellmont Services. We will provide Communications to you by making them available on the Wellmont Dashboard or by emailing them to you at the primary email address listed in your Wellmont Account Profile.

2.2 You should regularly review the Wellmont Dashboard, the Website and your primary email address and open and review communications that we deliver to you through those means and it is your responsibility to ensure that you log onto the Wellmont Dashboard regularly. You are obligated to review your notices and Wellmont Transaction History, and to promptly report any questions, apparent errors, or unauthorised Wellmont Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

2.3 We may contact you from time to time to notify you of changes or information regarding your Wellmont Account. It is your responsibility to ensure you regularly check the Wellmont Dashboard and that your contact information stored on your profile in the Wellmont Dashboard is up to date. You may contact us in accordance with these Terms via the the Wellmont Dashboard.

3. DATA

3.1 The processing of your data is governed by these Terms, any applicable Supplements as well as our Privacy Policy. Wellmont also adheres to applicable Data Protection Laws.

3.2 When you use the Wellmont Services we may collect precise location data about a Wellmont Transaction. If you permit the Wellmont App to access location services through the permission system used by your mobile operating system, we may also collect the precise location of your device when the app is running the foreground or background. We may also derive your approximate location from your IP address. You may opt out of providing location data through the Wellmont App, unless you opt out of

providing location data, you consent to the collection, use, sharing and onward transfer of location data, as further set forth in the Privacy Policy.

3.3 You understand and agree that we may collect information about how you and other Wellmont Users interact with the Wellmont Services. We may access the address book on your device and store names and contact information to facilitate social interactions through the Wellmont Services and for other purposes. We collect transaction details related to your use of the Wellmont Services, including the type of service requested, date and time the service was provided, amount charged and other related transaction details. We may collect information about your mobile device, including for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information and mobile network information. You agree that we may use the information that we collect to facilitate interactions with the Wellmont Services, including sharing certain non-sensitive information about you with other Wellmont Users.

3.4 Without prejudice to any of the consents provided to us by you in these Terms, you hereby irrevocably and unconditionally consent and authorise us to, at any time and at our absolute discretion to collect, use, process and store any and all of your personally identifiable information, credit or financial information provided to us, including your KYC Information; and disclose any and all of your personally identifiable information, credit or financial information, including your KYC Information, to the Card Issuer and/ or other Wellmont affiliates, financial institutions, debt collection agencies, credit bureaus, any credit reporting agency, or any other third party service providers of Wellmont and/or Card Issuer for all purposes associated with our provision of services under these Terms.

3.5 Wellmont reserves the right to transmit the Information or personal data about you as well as activity you undertake through your Wellmont Account to law enforcement institutions, state authorities and financial institutions, if such is necessary to comply with relevant legislation, and in order to identify whether these Terms and relevant legislation have not been violated.

3.6 By providing Wellmont with a telephone number (including a mobile telephone number), you agree to receive autodialled and pre-recorded message calls at that number. The ways in which you provide us a

telephone number include, but are not limited to, providing a telephone number at Wellmont Account opening, adding a telephone number to your profile on your Wellmont Dashboard at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number, for service-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent and we will never market, advertise, or solicit you using autodialling or pre-recorded messages, but we may share your phone numbers with the Card Issuer, our affiliates or with other service providers, such as billing or collections companies, who may contact you using autodialed or pre-recorded message calls or text messages.

3.7 You understand and agree that Wellmont may, without further notice or warning and in our discretion, monitor or record the telephone conversations you or anyone acting on your behalf has with Wellmont or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with Wellmont may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Wellmont, and Wellmont does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

3.8 You agree that we can use your Information in connection with your Wellmont Account, to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors and suppliers to process Wellmont Transactions and for their statistical research and analytical purposes. We may also disclose your Information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

3.9 For information on the Personal Data that Wellmont collects and uses in respect of your Account and your use of the Card, please see our Privacy, Data Use and Retention Policy.

4. INTELLECTUAL PROPERTY

4.1 The Wellmont Dashboard and the Website and all Intellectual Property Rights contained therein, including but not limited to any content, are the property of or licenced by Wellmont. You may not copy, imitate, or use any Intellectual Property found on the Website or any website linked from it without our prior written consent.

4.2 Nothing in these Terms grants you or any other person or entity any legal rights in the Wellmont Dashboard and/or the Website, other than as necessary to enable you to access the Wellmont Dashboard. You agree not to adjust or try to circumvent or delete any notices contained on the Wellmont Dashboard (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Wellmont Dashboard.

5. CUSTOMER SUPPORT

5.1 We take all complaints seriously. Any complaints about us or the services we provide should be addressed to Wellmont Customer Support at support@Wellmontcapital.com.

5.2 Wellmont Customer Support will send you a final response to your complaint within 2 weeks of your complaint having being made. Should this not be possible, we will contact you.

5.3 You may request, at any time during the extent of these Terms, a copy of these Terms and any of the information set out in the Schedule 4 of the Payment Services Regulations 2017.

6. AMENDMENTS TO THESE TERMS

Wellmont may unilaterally amend these Terms, such amendment(s) effective immediately upon notifying you of such amendment(s), either via the Website or Wellmont App. These changes will be deemed to have been accepted by you where you continue your use of the Wellmont Services.

7. NO WARRANTY

7.1 The Wellmont Services are provided on an “as is,” “as available” basis and without any representation or warranty, whether express, implied or statutory. Wellmont, and the officers, directors, agents, joint venturers, employees and suppliers of Wellmont, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the Wellmont Services used on or accessed through the Wellmont Services, or for any breach of security associated with the transmission of sensitive information through the Wellmont Services.

7.2 Wellmont gives no warranty or guarantee as to the fitness for purpose of the Wellmont Services for your needs.

7.3 Wellmont does not warrant that the Wellmont Services will be uninterrupted or error free. Wellmont shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Wellmont Transactions or the Wellmont Services.

7.4 Wellmont does not have any control over the products or services that are paid for using the Wellmont Services.

7.5 Wellmont is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Wellmont Services.

8. SUSPENDING THE Wellmont SERVICES

We reserve the right to change, suspend or discontinue any aspect of the Wellmont Services at any time, including hours of operation or availability of the Wellmont Services or any Wellmont Services feature, without notice and without liability.

9. Wellmont'S RIGHT TO SET-OFF

9.1 On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers), we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have lodged with us under any Wellmont Transaction or otherwise. You shall have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your Wellmont Account shows that you owe us an amount of funds for any reason or has a negative balance, Wellmont may set-off the amount you owe us by using funds you maintain in that currency or in a different currency balance or by deducting amounts you owe us from money you receive into your Wellmont Account, or money you attempt to withdraw or send from your Wellmont Account, or in a different Wellmont Account which you control and by deducting funds from any withdrawals you attempt to make.

9.2 On the happening of any event which entitles us to be compensated by you, if for whatever reason we are unable to exercise our right of set-off pursuant to Clause 10.1, we may initiate a payment transaction for the amount we are due to be compensated by you from one of your Default Payment Cards or Your Bank Accounts.

9.3 If the amount owed to us is in a currency which is different to the Virtual Currency you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our Exchange Rates. We do not need to notify you of this conversion occurring.

9.4 If a Direct Debit Claim is raised by you pursuant to the Direct Debit Guarantee Scheme, and the claim is adjudged by Wellmont to be fraudulent or erroneous, we reserve our right to set-off the claim pursuant to Clause 9.1. If for whatever reason we are unable to exercise our right of set-off pursuant to Clause 9.1, we may ask you to pay us another way and if you do not do so within 7 Business Days you authorise us to initiate a payment transaction for the amount we are due to be compensated by you from one of your Default Payment Cards or Your Bank Accounts.

10. LIABILITY

10.1 If you believe that a Virtual Currency Transfer, Wellmont Bank Transfer, ATM Withdrawal and/or a Wellmont Card Purchase has been incorrectly executed or was not authorised by you, you must inform us

as soon as possible via the Wellmont Dashboard. Failure to notify us immediately on becoming aware or within the 2 months of the date of the unauthorised or incorrectly executed Virtual Currency Transfer, Wellmont Bank Transfer, ATM Withdrawal or Wellmont Card Purchase will result in you losing your entitlement to have the matter corrected.

10.2 Where it is established that a Virtual Currency Transfer, Wellmont Bank Transfer, ATM Withdrawal and/or a Wellmont Card Purchase was not authorised by you, or was incorrectly initiated or executed by us (provided we can prove such incorrect transaction has taken place) and you have notified us in a timely manner within 2 months of the date of the unauthorised Virtual Currency Transfer, a Wellmont Bank Transfer, an ATM Withdrawal or a Wellmont Card Purchase, we shall refund to you the full amount debited without authorisation, subject to you being liable in full for all losses incurred in respect of A Virtual Currency Transfer, a Wellmont Bank Transfer, ATM Withdrawal and Wellmont Card Purchase made by us which was not authorised by you, if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out in Clause 7 of Section 2 (Security) or you have not notified us on time in accordance with Clause 11.1.

10.3 PLEASE NOTE THAT ANY RESTRICTION ON YOUR LIABILITY IN RELATION TO AN UNAUTHORISED OR INCORRECTLY EXECUTED PAYMENT TRANSACTION AS MAY BE SET OUT IN APPLICABLE LAWS MAY NOT APPLY TO LOSSES IN RELATION TO VIRTUAL CURRENCY TRANSFERS AND / OR EXCHANGES.

10.4 SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY. ONLY DISCLAIMERS OR LIMITATIONS THAT ARE LAWFUL IN THE APPLICABLE JURISDICTION WILL APPLY TO YOU. SUBJECT TO THE FOREGOING, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF YOUR TERRITORY AND IN NO EVENT WILL Wellmont, OUR LICENSORS, SERVICE PROVIDERS OR SUBCONTRACTORS (IF ANY) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION TO LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY TERMS REFERENCED IN THEM, OR THE PERFORMANCE OR OPERATION OF THE Wellmont SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, (INCLUDING NEGLIGENCE),

PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE, OUR LICENSORS, SERVICE PROVIDERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN RESPECT OF:

A. YOUR ACCESS TO, DISPLAY, USE OF THE Wellmont SERVICES, OR FOR ANY DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE Wellmont SERVICES, THE CONVEYANCE OF ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS OR SERVICES OBTAINED THROUGH THE Wellmont SERVICES, OR THE ACT OR OMISSION OF ANY BUSINESS USING OUR SERVICES OR OTHER THIRD PARTY;

B. ANY ACTS OR OMISSIONS, WHETHER LIABILITY IS DETERMINED IN RESPECT OF SUCH THIRD PARTIES OR NOT, OF ANY CRYPTOCURRENCY CUSTODIAN OR CARD ISSUER;

C. ANY NON-EXECUTION OR DEFECTIVE EXECUTION IN RELATION TO A VIRTUAL CURRENCY TRANSFER OR Wellmont BANK TRANSFER THAT WE HAVE MADE IN ACCORDANCE WITH A UNIQUE IDENTIFIER GIVEN TO US BY YOU WHICH PROVES TO BE INCORRECT;

D. ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS UNDER THESE TERMS (INCLUDING ANY DELAY IN PAYMENT) BY REASON OF ANY CAUSE BEYOND OUR REASONABLE CONTROL INCLUDING BUT NOT LIMITED TO ANY ACTION OR INACTION BY YOU OR ANY THIRD PARTY, ANY FORCE MAJEURE EVENT, BANK DELAY, POSTAL DELAY, FAILURE OR DELAY OF ANY FAX OR ELECTRONIC TRANSMISSION, ANY ACCIDENT, EMERGENCY, ACT OF GOD OR ANY ABNORMAL OR UNFORESEEABLE CIRCUMSTANCES;

E. DELAYS OR DISRUPTIONS IN THE Wellmont SERVICES; VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE WEBSITE OR ANY ASSOCIATED SITE OR SERVICE; GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE Wellmont SERVICES; VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT INFECTS YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR

OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR WEBSITE OR Wellmont APP OR DUE TO YOUR DOWNLOADING OF ANY CONTENT ON IT, OR ON ANY WEBSITE LINKED TO IT;

F. THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES; A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR Wellmont ACCOUNT; YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOUR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS OR Wellmont'S POLICIES; ILLEGAL ACTIONS AND OPERATIONS OF THIRD PERSONS PERFORMED USING COUNTERFEITED AND/OR ILLEGAL DOCUMENTS OR ILLEGALLY RECEIVED DATA;

G. ANY LOSS YOU INCUR RESULTING FROM YOUR USE OF THE Wellmont CARD WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE Card Issuer AND SUBJECT TO THE Card Issuer TERMS, AS APPLICABLE;

H. ANY LOSSES AS A RESULT OF A REQUIREMENT IMPOSED ON US BY NEW LAWS OR REGULATIONS OR OUR OBLIGATIONS UNDER THE LAWS OF ANY JURISDICTION;

I. ANY LOSS OR DAMAGE THAT YOU MAY SUFFER BECAUSE OF ANY ABNORMAL OR UNFORESEEABLE CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL WHICH WOULD HAVE BEEN UNAVOIDABLE DESPITE ALL EFFORTS TO THE CONTRARY, FOR EXAMPLE, DELAYS OR

FAILURES CAUSED BY PROBLEMS WITH ANOTHER SYSTEM OR NETWORK, ANY BREAKDOWN OR FAILURE OF TRANSMISSION, COMMUNICATION, DATA PROCESSING OR COMPUTER FACILITIES, MECHANICAL BREAKDOWN, AN ACT OF STATE OR GOVERNMENT, WAR, RIOT OR TERRORISM, ANY ACT OF GOD, THE SUSPENSION OF ANY MARKET, POSTAL OR OTHER STRIKES OR SIMILAR INDUSTRIAL ACTION OR ANY PREVENTION FROM OR HINDRANCE IN OBTAINING ANY MATERIALS, ENERGY OR OTHER SUPPLIES NECESSARY FOR THE PERFORMANCE OF OUR OBLIGATIONS UNDER THE CRYPTOCURRENCY TERMS;

J. YOUR USE OF OR INABILITY TO USE YOUR CARD(S), THE CORRESPONDING ACCOUNTS AND/OR THE Wellmont DASHBOARD, WHICH ARE INCURRED AS A RESULT OR IN CONNECTION WITH ANY FAILED, MISSED, DELAYED, OR FRAUDULENT TRANSACTIONS, PAYMENT TRANSMISSION ERRORS, OR ANY OTHER ISSUES RELATED TO PAYMENT OR THE PROCESSING, LOADING AND/OR TRANSFER OF MONEY BETWEEN YOU AND THE CARD ISSUER AS THE LOADING CHANNEL;

K. THE CARD ISSUER'S FAILURE TO CONVEY ANY NOTICE, INSTRUCTIONS OR COMMUNICATIONS TO US OR OTHER THIRD PARTIES ON YOUR BEHALF, ACCURATELY, IN A TIMELY MANNER OR AT ALL;

L. ANY UNAUTHORISED ACCESS TO, DISCLOSURE OF, WRONGFUL OR FRAUDULENT USE OF YOUR CARD(S), ACCOUNT, Wellmont DASHBOARD, PERSONAL DATA, PIN AND PASSWORD TO THE EXTENT NOT ATTRIBUTABLE TO ANY ACTS OR OMISSIONS ON PART OF Wellmont;

M. ANY ERROR, NEGLIGENCE, WILFUL DEFAULT, MISCONDUCT, FRAUD, ACT, OMISSION, BREACH OR FAILURE OF, OR CONTRAVENTION OF APPLICABLE LAWS BY, ANY OTHER PARTY (INCLUDING YOU AND THE CARD ISSUER);

N. OUR ACTING REASONABLY IN ACCORDANCE WITH YOUR INSTRUCTIONS;

O. FOR ANY LOSS SUFFERED BY YOU OR ANY THIRD PARTY DUE TO MATTERS OUTSIDE OUR CONTROL (INCLUDING, BUT NOT LIMITED TO, NON-DELIVERY OF MAIL, MACHINE FAILURE, SYSTEM FAILURE, STRIKES, FAILURE OF AN ATM OR COMMUNICATION LINKAGE FAILURE);

P. FOR ANY LOSSES WHICH ARISE WHERE YOU HAVE ACTED NEGLIGENTLY OR HAVE ACTED FRAUDULENTLY, EITHER ALONE OR TOGETHER WITH ANY OTHER PERSON(S);

Q. ANY LOSSES INCURRED BY YOU AS A RESULT OF THE CARD TERMS OR CARD ISSUER TERMS;

10.5. SUBJECT TO THE FOREGOING, Wellmont'S LIABILITY TO YOU UNDER THESE TERMS SHALL BE LIMITED TO THE FEES PAID BY YOU TO Wellmont IN THE 3 MONTHS PRECEDING THE BREACH CLAIMED.

10.5 Nothing in these Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

10.6 You remain liable under these Terms in respect of:

A. all liabilities, financial or otherwise, incurred by the Card Issuer, Wellmont, a Wellmont User, or a third party caused by or arising out of your breach of these Terms, your use of the Wellmont Services, and any use of your Wellmont Account. You agree to reimburse the Card Issuer, Wellmont, a Wellmont User, or a third party for any and all such liability, to the extent not prohibited by applicable law.

B. all charges and other amounts incurred through the use of your Wellmont Account at any time, irrespective of termination, suspension or closure; and

C. complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Wellmont Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for fulfilment of all tax obligations independently. Wellmont shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied you.

10.7 You agree to defend, reimburse or compensate us (known in legal terms to "indemnify") and hold Wellmont, our third party providers, our employees or agents who are authorised to act on our behalf

harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of these Terms, breach of any law and/or use of the Wellmont Services.

10.8 We use industry standard techniques to protect our Website and Wellmont App but cannot guarantee that either will be free from viruses or other malicious software, nor subject to any type of cyber attack. We will not be liable for any loss or damage caused by a

10.9 We will have no liability for not displaying on the Website or Wellmont App, for withdrawing or for not enacting a request to obtain or limit exposure which you submit to us.

10.10 To the maximum extent permitted by law, Wellmont, Card Issuer and its Indemnitees expressly disclaim and exclude any and all INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE loss or damage (including loss of business, revenue, profits, use of data, or other economic benefits) which may be suffered by you (or any person claiming under or through you) in connection with or however arising from the your access or use of the Wellmont Dashboard, your Card and the corresponding Account, whether or not (a) the same arises in contract, tort (including negligence) howsoever; (b) such loss or damage is foreseeable and/or (c) Wellmont, Card Issuer and its Indemnitees have received prior notification of the possibility thereof.

11. TERMINATION

11.1 Wellmont may terminate these Terms for any reason in Wellmont's sole discretion upon giving you 30 days' notice.

11.2 Either Party may, in its sole discretion, terminate these Terms with immediate effect at any time without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies if:

A. the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

B. the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;

C. the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or

D. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.

11.3 Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, Wellmont may at any time terminate these Terms with immediate effect by giving written notice to you if:

A. we are unable to verify your information in the manner set out in these Terms;

B. you die;

C. we have reason to believe that your use of the Wellmont Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the Wellmont Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;

D. there is a significant fluctuation (either positive or negative) in the aggregate number of Wellmont Transactions you enter into;

E. you have acted or omitted to act in any way which we reasonably determine to diminish our or the Card Issuer's business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or

F. we are unable to provide the Wellmont Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the Wellmont Services to you.

11.4 If you have breached these Terms (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these Terms, or we may: suspend your use of the Wellmont Services (in whole or in part) in which case we will not treat any order for a Wellmont Transaction that you may wish to make as being received by us; report any Wellmont Transaction or any other relevant information about you and your use of the Wellmont Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or if appropriate, seek damages from you.

11.5 Termination of these Terms requires the closing of your Wellmont Account and the termination of all Wellmont Cards and the associated Card Issuer Terms. Wellmont will, in conjunction with the Card Issuer, deal with your remaining balance in accordance with these Terms and the Card Issuer Terms.

11.6 Any terms which by their nature should survive, will survive the termination of these Terms.

12. CONFISCATION, REFUND, LIQUIDATION AND CONVERSION OF BALANCES
13.1 Wellmont may in its sole discretion terminate access to and/ or confiscate any funds held in an Wellmont Account indefinitely without prior notice to the Wellmont Account-holder. Wellmont is not obligated to and may be prevented from disclosing the reasons for such Wellmont Account limitation(s) by Applicable Law.

12.2 Wellmont may in its sole discretion convert any sum of Virtual Currency held in a Wellmont Account for the purpose of crediting any third party which Wellmont deems necessary in its sole discretion:

A. to which access has been restricted;

B. where you have been requested to transfer a balance held in your Wellmont Account which cannot be supported by Wellmont any longer, but you have failed to do so by the deadline specified by Wellmont in its notification to you regarding the same;

C. for any other reason in Wellmont's reasonable discretion.

12.3 Unless we are prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency, in terminating your account we may transfer the funds back to their source. Notwithstanding the foregoing or any other provision contained in these Terms, Wellmont reserves the right to not to refund your account balance, whether in whole or in part, or to restrict access to your account balance in accordance with Applicable Law if we reasonably believe that you have not acted in accordance with these Terms or that you have acted unlawfully, or where we are prohibited from allowing you access to your Wellmont Account by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

13. TAX

13.1 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Wellmont Transactions, or for collecting, reporting or remitting any taxes arising from any Wellmont Transactions. It is your responsibility to comply with any and all applicable tax laws in connection with your use of the Wellmont Services, including without limitation, the reporting and payment of any taxes arising in connection with profits made through use of the Cryptocurrency Services.

13.2 For the avoidance of doubt, we do not provide any investment advice in connection with the Services. We may provide information on the price and range of certain Cryptocurrencies and events that have affected the price of cryptocurrencies but this is not considered investment advice and should not be construed as such. Any decision to obtain exposure to cryptocurrencies offered as part of the Cryptocurrency Services is your decision and we will not be liable for any loss suffered. If you are unsure

about whether an exposure to cryptocurrency is suitable you should contact an independent financial adviser.

14. MISCELLANEOUS

14.1 In order to use other functions of the Wellmont Services, you may be requested to accept other terms and conditions, either with Wellmont or with a third party.

14.2 These Terms shall be governed by the laws of the Administering Territory and any claim or dispute under these Terms shall be subject to the exclusive jurisdiction of the local courts of the Administering Territory. For the avoidance of doubt these Terms do not include any alternative dispute resolution procedures as a means of disputing or issuing any claims in relation to these Terms.

14.3 These Terms do not intend to confer any benefit on any third party. Only the Wellmont Account-holder shall have any rights to enforce any of these terms against Wellmont.

14.4 The Virtual Currency in your Wellmont Account belongs to the person or legal entity which is registered as the Wellmont Account-holder. We recognise only the rights of the holder of the Wellmont Account. You cannot assign or transfer legal ownership of the Wellmont Account to anyone.

14.5 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Wellmont Transactions, or for collecting, reporting or remitting any taxes arising from any Wellmont Transactions. In certain circumstances, we may need to comply with foreign tax laws where you use your Wellmont Card abroad. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Wellmont Services, including without limitation, the reporting and payment of any taxes arising in connection with Wellmont Transactions made through the Wellmont Services.

14.6 If we fail to enforce any of our rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

14.7 You may not transfer or assign or sell any rights or obligations you have under these Terms or otherwise grant any third party a legal or equitable interest over your Wellmont Account without Wellmont's prior written consent. Wellmont reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

14.8 We may comply with any subpoena, levy, or other legal process which we believe to be valid. We may notify you of such process electronically, by phone, or in writing.

14.9 Both the Card Issuer and Wellmont have the right to change any of their third-party service providers, including without limitation the Card Processor, with or without notice.

14.10 Wellmont reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.

14.11 Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.

14.12 We do not provide advice and contract on an execution only basis. We may provide information to you from time to time, for example via the Wellmont Dashboard or the Website, but we will not and do not provide advice to you either upon the merits of a proposed Transaction or upon any other matter. Before entering into any Wellmont Transaction you must make your and their own independent assessment as to whether it is appropriate to enter into a Wellmont Transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every Wellmont Transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such Wellmont Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or

trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.

14.13 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

14.14 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

14.15 The Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedules.

14.16 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

14.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

14.18 These Terms shall be binding on, and ensure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

14.19 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

14.20 A reference to writing or written includes email, notifications made via the Website and the Wellmont Dashboard.

14.21 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

14.22 Any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than in the Administering Territory, shall be deemed to include a reference to that which most nearly approximates to the equivalent legal term in that jurisdiction.

14.23 A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.

14.24 References to Clauses are to the Clauses of these Terms and unless otherwise stated are to Clauses within the Section in which the reference appears. References to paragraphs are also to paragraphs of the relevant Section.

14.25 References to Schedules are to the Schedules of these Terms and references to paragraphs are to paragraphs of the relevant Schedule.

14.26 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

14.27 Supplements to these Terms are an integral part of these Terms, under which you and Wellmont agree on usage of specific services as defined in the Supplements.

14.28 The definitions set out in Schedule 1 apply to these Terms.

SECTION 6 — DEFINITIONS

“Account” means the Wellmont account corresponding to your Card consisting of one or more of Currency Wallets which together comprise your Usable Balance;

“Applicable Law” means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Card Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority whether in the Territory or outside;

“Asia Pacific Region” means Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Fiji, Hong Kong, India, Indonesia, Japan, Kiribati, Laos, Macau, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor Leste, Tonga, Tuvalu, Vanuatu and Vietnam.

“ATM” means an automated teller machine that accepts the Card for cash withdrawals and balance enquiries.

“ATM Withdrawal” means using your Wellmont Card and Card PIN to obtain cash from an ATM.

“Automated Currency Transfer” means the automatic transfer of funds from one Currency Wallet, to another Currency Wallet with insufficient funds so as to allow a transaction to be completed.

“Business Day” means a day other than a Saturday, Sunday or public holiday in the relevant jurisdiction when banks are open for business.

“Card” means the Wellmont physical payment card issued and available to you for your use, upon activation and subject to You completing Verification.

“Card PIN” means personal identification number, which is associated with your Wellmont Card and allows you to enter into Wellmont Card Transactions.

“Card Processor” means a third-party payment network card processor.

“Card Replacement Fee” means the applicable fee for issuing a replacement card, if applicable, as stated in the Fees Section.

“Communications” means information provided relating to your Wellmont Account or any Wellmont Transaction, including: any agreements and policies you agree to, (e.g., these Terms) including updates to these agreements or policies; disclosures and notices, including prospectuses and reports for transaction receipts or confirmations; Wellmont Account statements and history; and payments authorizations and transaction receipts or confirmations; documents; and any other information related to your Wellmont Account or the Wellmont Services.

“Confiscated Funds” means any funds held in your Wellmont Account, which Wellmont deems necessary to be confiscated, such confiscation to be determined at Wellmont’s sole discretion in accordance with Clause 13 of Section 5 of these Terms.

“Counterparty” means the person you wish to send Virtual Currency or money to.

“Cryptocurrency Custodian” means a cryptocurrency custodian used by Wellmont for the custody of cryptocurrency in effecting Cryptocurrency Transactions.

“Cryptocurrency Exchange” means a cryptocurrency exchange through which Wellmont executed Cryptocurrency Transactions on your behalf.

“Cryptocurrency Services” means Wellmont Transactions involving Supported Cryptocurrencies, as set out in Section 3 to these Terms.

“Cryptocurrency Transaction” means any transaction You undertake which involves a Supported Cryptocurrency.

“Currency Wallet” means a part of your Account that holds funds in a particular Supported Currency in your Account.

“Customer Support” means our our online support function which can be contacted on support@Wellmontcapital.com.

“Data Protection Laws” means relevant data protection laws as apply to the Wellmont Services, including but not limited to the EU’s General Data Protection Regulation and the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA).

“Default Payment Card” means a credit card, debit card, or other payment card, which you register on the Wellmont Dashboard and which will be debited by Wellmont to receive funds against which we will issue Virtual Currency to your Wellmont Account under these Terms.

“Default Wallet” means the Currency Wallet linked to your physical Wellmont Card from which your balance is depleted when you make a Wellmont Card Transaction or debit.

“Direct Debit Claim” means a claim for a refund in relation to the Direct Debit Guarantee Scheme.

“Direct Debit” means an arrangement between you and your bank or building society that authorises us to Top Up.

“Direct Debit Guarantee Scheme” means, the guarantee scheme offered by Direct Debit which protects you against payments made in error or fraudulently. If an error is made in the payment of your Direct

Debit by Wellmont or your bank or building society you are entitled to an immediate refund of the amount paid from your bank or building society.

“EEA” means European Economic Area.

“Exchange Rate” has the meaning set out in Clause 16 of Section 5 of these Terms.

“Fees Section” means the the fees we charge in relation to the Wellmont Services.

“Fiat Services” means Wellmont Transactions involving Supported Fiat Currencies.

“Force Majeure Event” means an event which is beyond the reasonable control of an affected party including without limitation acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or systems, whether belonging to Wellmont or a third party.

“Force Majeure Event” means any cause beyond the control of a party including without limitation, acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.

“Group Member” means any entity under the direct or indirect control of Wellmont. For the purposes of this definition, an entity is under the ‘control’ of Wellmont where Wellmont either directly or indirectly owns 50% or more of the voting right in such entity or directly or indirectly has the power to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.

“Information” means any confidential and/or personally identifiable information or other information, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

“Intellectual Property Rights” means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). For the avoidance of doubt, Wellmont’s intellectual property includes “Wellmontcapital.com,” and “Wellmont” and all logos related to the Wellmont Services, as well as all page headers, graphics, button icons, scripts and service marks.

“KYC” means “know-your-client”.

“KYC Information” means your personal identification information, documentation and other evidence as Wellmont may request from you from time to time in respect of your Account and/ or Card.

“Limits Section” means the Wellmont Account limits.

“Mobile” means your smartphone or other electronic device on which you have downloaded the Wellmont App.

“Mobile PIN” means your personal identification number which is entered onto the Wellmont App to gain access to the Wellmont Dashboard.

“Negative Balance” means a Usable Balance that is below zero.

“Payment Processor” means the third party used by Wellmont to fund a

“PIN” means the personal identification number You use to enable your Card to undertake physical transactions involving your Card, and/or ATM withdrawals.

“Privacy Policy” means our Privacy, Data Use and Retention Policy.

“Prohibited Articles means” (1) drug paraphernalia or narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (2) stolen goods including digital and virtual goods or which encourage, promote, facilitate or instruct others to engage in illegal activity (3) the promotion of hate, violence, racial intolerance or the financial exploitation of a crime, (4) items that are considered obscene, (5) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Laws, (6) ammunition, firearms, certain firearm parts or accessories, or certain weapons or knives regulated or prohibited under Applicable Laws; (7) are associated with purchases of annuities or lottery contracts, lay-away systems, offshore banking or transactions to finance or refinance debts funded by a credit card, (8) are for the sale of certain items before the seller has control or possession of the item, (9) are by payment processors to collect payments on behalf of merchants, (10) are associated with the sale of traveller’s checks or money orders, (11) involve certain credit or debt settlement services, credit transactions or insurance activities, (12) involve offering or receiving payments for the purpose of bribery or corruption; or (13) any automated fuel dispenser transactions.

“Prohibited Countries” means any of the Democratic People’s Republic of Korea, Democratic Republic of Congo, Eritrea, Libya, Myanmar, Somalia, South Sudan, Sudan, Yemen, Iran, Cuba, Syria, North Korea, or any other country which (or with any other persons who) is sanctioned by the United Nations Security Council, or under Applicable Laws in the Territory.

“Restricted Countries” means those countries that do not appear as an available option for selection when signing up for a Wellmont Account and/ or which have made the provision by Wellmont and use by the relevant User of certain of Wellmont’s services prohibited by law in those particular Territories.

“Section” refers to the relevant section of these Terms.

“Supported Cryptocurrencies” means the cryptocurrencies supported by and made available through the Wellmont Dashboard, in accordance with our Cryptocurrency Terms set out in Section 4 of these Terms.

“Supported Currency” means the Supported Fiat Currencies and Supported Cryptocurrencies.

“Supported Fiat Currencies” means British Pounds Sterling, Euros, US Dollars, Canadian Dollars, Singapore Dollars, Japanese Yen and any other currencies as Wellmont in its discretion may provide access to from time to time via the Wellmont Dashboard.

“Territory” means the legal jurisdiction from which your Account is created or administered.

“Third Party Bank Transfer” means a payment from a person which is not you to one of our bank accounts, the details of which we shall provide to you, as part of the process of requesting a Top-Up.

“Top-Up” means you or a third party sending money to us in return for us issuing Virtual Currency to your Wellmont Account as further described in Clause 8 of Section 2.

“Unauthorised Wellmont Transaction” means any transaction that takes place on your Wellmont Account through which your balance is debited, when at the time of such transaction being effected, your Wellmont Account had been locked or blocked at your request. This does not include any Confiscated Funds.

“Unsupported Currency” means a currency other than a Supported Currency.

“Usable Balance” means the total monetary value available to you in your Account for transactions using the Card, being the total value of all Currency Wallet(s) less any applicable tolerance limits and Fees, which apply to Your transactions.

“User Bank Transfer” means a transfer from Your Bank Account, performed by the User’s payment service provider, to one of our bank accounts, the details of which we shall provide to you or your bank, as part of the process of requesting a Top-Up.

“User”, “you” or “your” means the person who agrees to these Terms to use the Wellmont Services upon creating a Wellmont Account.

“Verification” means the process of verifying your Account through the submission of requested documents as indicated in the Wellmont Website and/ or Wellmont app.

“Virtual Currency” means electronically stored value, either in Supported Fiat Currencies, or in Supported Cryptocurrencies.

“Virtual Currency Exchange” means using Virtual Currency in one currency to purchase Virtual Currency in another currency using our Exchange Rates.

“Virtual Currency Transfer” means (a) us sending Virtual Currency into your Wellmont Account or from your Wellmont Account to the Wellmont Account of a different Wellmont User; or (b) us sending Cryptocurrency into your Wellmont Account or from your Wellmont Account to a third party, who may be a Wellmont User.

“We”, us, or our means Wellmont.

“Website” means www.Wellmontcapital.com and all subordinate and linked pages thereto.

“Wellmont” “we,” “us,” or “our” means the applicable Wellmont entity as set out in the Introduction to these Terms.

“Wellmont Account” means an account with us in which Virtual Currency is held.

“Wellmont Account-holder” means the person registered with Wellmont as the holder of a Wellmont Account.

“Wellmont Account Profile” means your profile, accessible on the Wellmont Dashboard where you can view, among other things, your details, your price plan and your verification limits.

“Wellmont Card Purchase” means using your Wellmont Card to purchase goods and/or services from a merchant by entering the details of your Wellmont Card and/or your Card PIN.

“Wellmont’s Card Terms” means the terms between you and Wellmont governing your use of your Wellmont Card in respect of Wellmont.

“Wellmont Card Transactions” means either an ATM Withdrawal or Wellmont Card Purchase.

“Wellmont Dashboard” has the meaning set out in Clause 5 of Section 2.

“Wellmont Dashboard Transactions” means either a Virtual Currency Exchange or a Virtual Currency Transfer.

“Wellmont Services” means you being given access to the Wellmont Dashboard via the Wellmont App and being able to enter into Wellmont Dashboard Transactions, you being issued with a Wellmont Card and being able to enter into Wellmont Card Transactions and the management of your Wellmont Account and any other services provided by Wellmont to you from time to time.

“Wellmont Transactions” means both Wellmont Dashboard Transactions and Wellmont Card Transactions.

“Wellmont Transaction History” means the list of Wellmont Transactions you have entered into, which is available on the Wellmont Dashboard.

“Wellmont Transaction Limits” means the limits Wellmont imposes on the Wellmont Transactions you can enter into, the details of which will be set out on the Wellmont Dashboard.

“Wellmont User” means another user of Wellmont other than you.

“Wellmont Virtual Cards” means the virtual non-tangible cards that allow you to enter into Wellmont Card Purchases, available through the Wellmont Dashboard.

“You” or “Your” means the natural person named on the Account entering into these Card Terms.

“Your Bank Account” means a bank account belonging to you.