

BY ACCEPTING THESE TERMS OF USE (THE “**TERMS**”) ELECTRONICALLY, USING THE SERVICES, OR COMPLETING A TRANSACTION THROUGH THE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANYMANNER.

**THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS, WAIVE CLASS ACTIONS, AND WAIVE JURY TRIALS, DISCLAIMERS, AND LIMITATIONS ON LIABILITY (SECTION 12). PLEASE READ THESE TERMS, INCLUDING THOSE SECTIONS, CAREFULLY.**

## Terms of Use

Welcome to Moo-No. Please read through these Terms that govern your use of our products, website(s), mobile application, and any other services offered by Moo-No or its affiliated companies. (collectively, the “**Services**” or “**Moo-No Services**”). Moo-No works with merchants to allow to optimize User transactions using self-directed digital asset transactions. The Services include functionality to enable users to make payments to merchants using eligible digital asset transfers and other parties who are selling goods and/or services (“**Merchant**” or collectively, “**Merchants**”). If you are a Merchant, please see the Merchant Agreement which are the terms that apply to you in your capacity as a Merchant.

These Terms are a binding contract between you and Moo-No, Inc. (collectively, “Moo-No” “we” “us” and “our”). The words “you” and “your” refer to the users of the Services, and to any successor in interest of any such user. Please read these Terms and our Privacy Policy (“**Privacy Policy**”) carefully because they govern your use of the Services. The Privacy Policy is found at <https://moo-no.com/privacy.pdf> and is incorporated by reference into these Terms.

### 1. **Moo-No Account.**

a. You may choose to create a (“**Moo-No Account**”) when you complete a transaction on a merchant or partner website utilizing the Moo-No Services, or by creating a shopping account on a merchant or partner website utilizing Moo-No SSO Commerce. The information you submit in connection with payment as well as any other information saved with the Merchant and passed to us to affect your payment (collectively, “**Information**”) may be made a part of your Moo-No Account that can be used for future purchases.

### 2. **Your Use of the Services**

a. General. By using the Services, You represent, warrant, and agree to the following:

- The Services are not targeted towards, nor intended for use by, anyone under the age of 18. YOU MUST BE AT LEAST AGE 18 TO ACCESS AND USE THE SERVICES. By using the Services, you represent and warrant that you are at least 18 years of age. The Children’s Online Privacy Protection Act (“**COPPA**”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly

as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [contact@moo-no.com](mailto:contact@moo-no.com).

- You agree that these Terms form a binding contract between you and Moo-No. If you are using the Services on behalf of an individual, company, entity, or organization (each, an “**Organization**”), you represent and warrant that (i) you are an authorized representative of such Organization with the authority to bind such Organization to these Terms, (ii) agree to be bound by these Terms on behalf of such Organization, and (iii) your Organization meets the eligibility requirements for the Services, as set forth in these Terms. Further, you will be solely responsible for ensuring your Organization complies with these Terms.

- You may not provide information that you don’t have the right to use, or another person’s name with the intent to impersonate that person or attempt, in any manner, to obtain the password, account, or other security information from any other user.

- You may not transfer your account to anyone else without our prior written permission.

- You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all applicable laws including export laws.

- You will not share your account with anyone, and you must protect the security of your account details. You are responsible for any activity associated with your account.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services. Moo-No reserves the right to bar any such activity and to pursue damages from you for such activity as set forth herein.

### **3. Transactions and Payment Terms**

a. General. The Services can be used to purchase goods and services from merchants at point of sale terminals that accept Moo-No (“**Transactions**”). The Account will be linked to third-party accounts or third-party fiat accounts or payment methods or Digital Asset Wallets designated by the user. You will be required to elect USD as your default spending currency (“**Preferred Spending Currency**”) before you can use your Account and can update your Preferred Spending Currency at any time. No fiat payments are occurring inside Moo-No, USD is the reference currency for pricing and rewards calculations.

b. Moo-No Responsibilities. Moo-No provides software functionality that enables users to initiate Digital Asset transfers from their self-custodial wallets to Merchants in connection with the purchase of goods and services. Moo-No does not custody Digital Assets or fiat currency, does not act as a broker, exchange, or payment processor, and does not perform fiat-to-digital-asset or digital-asset-to-fiat conversion.

c. Card Pre-Authorizations and Alternative Payment Method. Merchants may independently perform card pre-authorizations using their own payment processors prior to offering users the option to complete a transaction using Digital Assets. Any such pre-authorization is initiated, managed, and settled solely by the Merchant and is independent of Moo-No’s Services. Moo-No does not authorize, capture, settle, guarantee, or reverse card transactions. Completion of a Digital Asset payment

through the Services represents an optional alternative payment method offered at the Merchant's discretion. If a Digital Asset payment is completed, the Merchant may void the corresponding card pre-authorization. If a Digital Asset payment is not completed, the Merchant may capture the card pre-authorization in accordance with its own policies.

d. Digital Asset Non-Custodial Wallet Functionality. For certain aspects of the Services, you'll need to create a non-custodial, unhosted digital asset wallet associated with your Account, which may be used to hold supported digital assets such as USDC ("**Digital Assets**"). With the wallet, the private keys (which represent the password to access the Digital Assets) are stored directly on your device. You control the Digital Assets held in your wallet, and when holding your Digital Assets in your wallet, Moo-No does not maintain control over wallet, Digital Assets or private keys. As owner of the Digital Assets in your wallet, you shall bear all risk of loss of such Digital Assets. Moo-NO shall have no liability for Digital Asset fluctuations or loss associated with your use of a wallet. Moo-No incurs no obligation whatsoever with regard to digital assets that are not supported by your wallet or the merchant. All such erroneously transmitted Digital Assets will be lost.

e. Rewards. Your Account will allow you to earn rewards for eligible Transactions. Moo-No is not responsible for any rewards you are eligible to receive as relevant to these Services. We accept no responsibility for the goods or services purchased by you with your Account. All such disputes must be addressed directly with the merchant providing the relevant goods or services. If you receive a return, credit, or chargeback related to an Account Transaction from a merchant for any good or service and we have provided you with a Reward for that Account Transaction, we may require repayment of the original Reward, which may be initiated by the user from their wallet using the Services or other lawful means.

f. A payment request does not necessarily assure that we will accept your request. We reserve the right to refuse, suspend, or cancel any request in our sole discretion.

g. Once we receive a properly completed payment request from you and authorized by your card issuer, payment network or other financial institution, authorization of your form of payment is received and we have accepted your order, we will promptly place your order in line for fulfillment.

h. If you make a purchase in a currency other than United States Dollars, you acknowledge and agree to be charged and, if applicable, refunded according to the then-current exchange rate set by your card issuer.

i. Additional terms and conditions may apply to your payment request and to specific portions or features of the Services including rules related to your use of your payment method such as Visa, MasterCard, American Express, and Discover payment networks and bank transfers. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. These Terms do not alter the Terms you've agreed to with a Merchant, except with respect to the direct relationship between you and Moo-No.

j. Any purchase of Digital Assets using fiat currency is conducted through third-party service providers, including Coinbase. Such providers are solely responsible for payment processing, identity verification, regulatory compliance, and transaction execution related to fiat-to-digital-asset purchases. Digital Assets purchased through third-party providers are delivered directly to user-controlled wallets.

#### **4. How Moo-No Prevents Fraud**

a. In order to use the Services, Moo-No may need to confirm your identity and screen transactions to prevent fraud when you make a purchase. This helps you and the Merchant prevent fraudulent purchases. Moo-No's fraud prevention activities are limited to detecting abuse and unauthorized use of the Services and do not replace or duplicate identity verification, sanctions screening, or transaction monitoring performed by third-party payment or digital asset service providers. Such fraud prevention does not constitute regulatory identity verification or AML screening, which is performed solely by applicable financial service providers.

b. You consent to the collection and use of information in your Moo-No Account as well as other verification services used by Moo-No for the purpose of confirming your identity and validating your payment. Any background information generated or referenced in this matter is not used for the purpose of credit reporting about you. You agree that we may share this information with third parties for the purpose of preventing fraud through use of the Service and to improve and optimize our fraud detection and prevention services.

c. You agree to (a) use only accurate Information in connection with the Services at all times; (b) maintain and promptly update your Information with each subsequent purchase; (c) promptly notify Moo-No if you discover or otherwise suspect any security breaches relating to the Services; and (f) be held solely liable for losses incurred by Moo-No or any Merchant due to any inaccurate Information you submit through the Services. Moo-No reserves the right to close, suspend, or limit access to your Moo-No Account and/or the Services in the event that, in our sole discretion, (a) we are unable to obtain or verify identity or eligibility; (b) the security of your Moo-No Account has been compromised; or (c) your Moo-No Account has been used in, or seems to have been used in, a nefarious manner.

d. If fraud is suspected, Moo-No or the applicable Merchant may refuse to process a transaction. If fraud is detected after a transaction is processed, Moo-No or the applicable Merchant may at any time refuse the transaction and refund the charged amount back to the payment method it was charged to.

e. In the event our fraud detection activities result in our, or the applicable Merchant's, refusal to process a transaction, you will be notified with an email to the address you provided during payment.

## **5. Your Relationship with Merchants**

a. You are purchasing goods and/or services from the Merchant and your purchase is governed by any Merchant terms and conditions offered or any contract between you and the Merchant. Moo-No provides software tools that enable users to initiate digital asset transfers directly to Merchants using user-controlled wallets. You must contact the Merchant to resolve any issues you have with respect to the goods and services you ordered or purchased from the Merchant, including any issues relating to shipping and delivery, product warranty, product return, refund, exchange, and the terms of any agreements you entered into with the Merchant in connection with your order or purchase. You acknowledge and agree that Moo-No is not responsible for any of these issues.

b. You also acknowledge and agree that Moo-No is not in any way responsible for the quality, usability, or any other element of the goods or services you order or purchase from a Merchant. You acknowledge that Moo-No does not endorse any goods or services offered for sale on Merchant

websites linked to the Moo-No Services. Moo-No does not warrant the accuracy or reliability of any information or marketing messages contained in Merchant websites linked to the Moo-No Services.

c. If you have dispute rights through your credit card issuer, any disputes filed with your credit card issuer shall be between you and the issuer, and Moo-No shall not be held liable for such disputes.

## **6. Ownership of Content**

a. You acknowledge and agree that the Services, including, without limitation, any content, modifications, enhancements and updates, any originals and copies thereof, and all intellectual property rights (collectively, “**Proprietary Information**”), is owned by Moo-No and its suppliers, as applicable. The Proprietary Information contains valuable copyrighted and proprietary material of Moo-No and the Proprietary Information is licensed, rather than sold, to you pursuant to these Terms. You have no rights in the Proprietary Information, other than the rights and licenses specifically granted to you pursuant to these Terms.

## **7. Changes to the Moo-No Services**

a. Moo-No is always improving the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. Moo-No reserves the right to change these Terms at any time, and if we determine that changes are material, we will notify you by reasonable means, which may include either posting the change to our Services or any page from which you access the Services. If you use the Moo-No Services after the date the change takes effect, you consent to the changed Terms. We encourage you to read the Terms before each new purchase or payment transaction through the Moo-No Services.

b. These Terms, along with any applicable Moo-No policies and other agreements that you have agreed to, sets forth the entire understanding between you and Moo-No with respect to the Services. It supersedes any prior agreements between you and Moo-No regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by law. 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

## **8. Warranty Disclaimer**

a. Neither Moo-No nor its affiliates makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our affiliates) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Moo-No does not guarantee the continuous, uninterrupted, error-free or secure use of any part of the Services. Use of the Services may be interrupted due to events outside Moo-No’s reasonable control, such as delays in the banking system or credit card networks or data networks. Moo-No will use commercially reasonable efforts to ensure the availability and performance of the Services. THE SERVICES AND CONTENT ARE PROVIDED BY MOO-NO AND ITS AFFILIATES ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO YOUR USE OF THE SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MOO-NO DISCLAIMS ANY AND ALL STATUTORY WARRANTIES,

INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, ACCURACY AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

a. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MOO-NO AND ITS AFFILIATES, THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND SUPPLIERS OF MOO-NO OR ITS AFFILIATES, BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF \$100, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **10. Indemnity**

a. To the fullest extent allowed by applicable law, You agree to indemnify and hold Moo-No, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), (b) your violation of these Terms; (c) your violation of any applicable Law; (d) your violation of any agreement or Terms between you and the Merchant, and (e) your violation of any agreement between you and the card or payment networks such as Visa, MasterCard, American Express, and Discover or bank. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

## **11. Void Where Prohibited**

a. Moo-No reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Services is void where prohibited. If you choose to access the Services from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws. The Services are intended solely for users located in the United States. Access from jurisdictions outside the United States may be restricted or blocked.

## **12. Arbitration Agreement**

a. Agreement to Arbitrate. Any dispute arising from or relating to the Services and these Terms shall be solely and exclusively resolved through a final and binding arbitration, as set forth in this Section 12 ("**Arbitration Terms**"), rather than in court. These Arbitration Terms and any dispute or arbitration hereunder will be governed by the Federal Arbitration Act and the laws of the State of California, without regard to principles of conflict of law, including any applicable statutes of limitations. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND MOO-NO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MOO-NO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS). ANY RELIEF AWARDED CANNOT AFFECT OTHER MOO-NO USERS.

c. Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, discovery is more limited, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual, including monetary damages, and injunctive or declaratory relief. An arbitrator also must follow these Terms as a court would.

d. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by these Arbitration Terms. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>.

e. The arbitration shall be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by you and/or Moo-No, unless the arbitrator requires otherwise. If the value of the relief sought is \$10,000 or less, either you or Moo-No may elect to have the arbitration conducted based solely on written submissions pursuant to the AAA's Procedures for the Resolution of Disputes through Document Submission, which election shall be binding on you and Moo-No subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant.

f. Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in these Arbitration Terms. If the value of the relief you are seeking is \$15,000 or less, Moo-No will pay or reimburse your filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Moo-No should be submitted by mail to the AAA along with your Demand for Arbitration and Moo-No will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Moo-No for all fees associated with the arbitration that Moo-No paid on your behalf that you otherwise would be obligated to pay under the AAA's rules.

g. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision within 30 days after first accepting these Arbitration Terms to: [contact@moo-no.com](mailto:contact@moo-no.com). Your notice must include your full name, the email address you used to set up your Moo-No account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

h. **Jury Waiver.** IF FOR ANY REASON A DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE RELATIONSHIP BETWEEN YOU AND MOO-NO PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND MOO-NO EACH WAIVE ANY RIGHT TO A JURY TRIAL TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

i. **Severability and Survival.** If any part or parts of these Arbitration Terms are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed, and the remainder of the Arbitration Agreement will continue in full force and effect. These Arbitration Terms will survive the termination of your relationship with Moo-No.

j. **Future Changes to these Arbitration Terms.** Notwithstanding any provision in these Terms to the contrary, you and Moo-No agree that if we make any change to these Arbitration Terms (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against Moo-No prior to the effective date of the change.

### **13. Additional Terms**

a. **Governing Law.** These Terms are governed by and will be construed under the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

b. **Severability.** If any provision of these Terms is to any extent invalid, illegal, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other provisions hereof shall remain in full force and effect.

c. **Force Majeure.** Moo-No will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond Moo-No's reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic, or governmental action, in so far as such an event prevents or delays Moo-No in fulfilling its obligations hereunder.

d. **Feedback.** If you provide any feedback to Moo-No concerning the functionality and performance of the Services (including identifying potential errors and improvements), you hereby assign to Moo-No all right, title, and interest in and to such feedback, and Moo-No is free to use such feedback without payment or restriction.

e. **Assignment.** You may not transfer or assign any rights or obligations you have under these Terms without Moo-No's prior written consent. Moo-No reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time without consent.

f. **Contact Us.** You may contact us with any comments, questions or suggestions you might have regarding these Terms or the Services. You may contact us at: [contact@moo-no.com](mailto:contact@moo-no.com).