

Virtual Account User Terms of Service

At Rain, we are advancing the accessibility of stablecoins and stablecoin-based applications. Stablecoins are a special type of cryptographic digital asset that are designed to maintain a stable value relative to currency (“Stablecoins”) issued by a government (“Fiat Currency”). These Virtual Account User Terms of Service (the “User Terms”) are an agreement between you and Rain (“Rain,” “we,” or “us” refers to Rain Products, Inc.) and covers the Virtual Account Services (as defined in Exhibit A) that Rain may provide to you through Rain’s third-party service providers (“Third-Party Providers”) and made accessible to you through Paera LLC’s (“Tangem Pay” or “Partner”) platform.

Our Privacy Policy (please see <https://legal.raincards.xyz/legal/privacy-policy>) explains how we collect and use any Personal Information you share with us. Each time you visit our website, apply for a Virtual Account with us, or use the Virtual Account Services, you are giving us your consent to collect, use, and disclose your Personal Information, as that term is defined in our Privacy Policy. Your consent applies for as long as you use the Virtual Account Services.

Partner provides you access to the Virtual Account Services through its platform. Partner provides platform and technology services in connection with the Virtual Account Services and is not a party to these User Terms. You acknowledge and agree that Partner: (a) is an express third-party beneficiary of these User Terms, with the limited right to enforce obligations that directly relate to its role; (b) has no liability for Rain’s obligations under these User Terms; (c) does not control and is not responsible for the operation, security, or performance of any blockchains or Third-Party Provider systems used in connection with the Virtual Account Services; and (d) is not responsible for the availability or performance of the Virtual Account Services. To the extent you have any dispute with Partner relating solely to services provided to you under your separate agreement with Partner, such dispute will be governed exclusively in accordance with that agreement.

Certain features of Virtual Accounts may be provided by our Third-Party Providers. By using the Virtual Account Services, you acknowledge that certain Virtual Account Services are provided by Third-Party Providers, and you agree to comply with any applicable requirements that Rain communicates to you in connection with such Third-Party Providers’ services.

ARBITRATION NOTICE: THESE TERMS REQUIRE YOU TO RESOLVE ANY DISPUTES WITH US IN SMALL CLAIMS COURT OR IN ARBITRATION, AND TO WAIVE YOUR RIGHT TO A JURY TRIAL IN A COURT. YOU ARE ALSO PROHIBITED FROM JOINING A CLASS ACTION LAWSUIT AGAINST US. SECTION 7.8 CONTAINS MORE DETAILS ABOUT THESE WAIVERS AND HOW YOU CAN OPT-OUT OF ARBITRATION.

IMPORTANT: You agree to receive all communications from us and from our Third-Party Providers electronically. This means you cannot contact us about the Virtual Account Services by telephone or by regular mail. For more details about our E-Sign Policy, read Section 7.2.

IMPORTANT: Rain and Partner are technology companies and not banks. Banking services are provided by SSB, Member FDIC, or another bank that is a Third-Party Provider (“Bank Partner”), as applicable. Customer funds are deposited at SSB or other Bank Partner in one or more custodial accounts established for the benefit of customers. Funds on deposit at SSB or other Bank Partner are eligible for FDIC insurance up to \$250,000 per depositor, per insured bank, for each ownership category, subject to applicable limitations and aggregation rules. Pass-through FDIC insurance coverage applies only to the extent permitted by FDIC regulations and only if the applicable requirements for pass-through coverage are satisfied, including proper account titling and recordkeeping. FDIC insurance protects against the failure of SSB or other Bank Partner. It does not protect against the failure of Rain or Partner and does not cover non-deposit products.

1. Virtual Account Eligibility; Security

1.1. To be eligible to apply for and use the Virtual Account Services, you must: (a) be at least 18 years old (if you are a natural person) and (b) have the legal capacity to agree to these User Terms.

1.2. We cannot provide the Virtual Account Services to you if you live in or do business in a U.S. state or country where we or our Third-Party Providers do not provide service ("Restricted Locations"). We can add or remove Restricted Locations from the list at any time without notifying you. We also comply with all U.S. sanctions laws, so we are unable to provide the Virtual Account in connection with people in a country or on a list of persons from which we are prohibited by the U.S. government from doing business.

1.3. To help the government fight the funding of terrorism and money laundering activities, the law in many jurisdictions requires all financial institutions to obtain, verify, and record certain personal information ("Personal Information") from you to verify your identity and the identity of your customers to provide Virtual Account Services. Personal Information may include name, email address, residential address, phone number, date of birth, and taxpayer identification number, copies of a passport, driver's license, military identification card or other government-issued photo identification, bank account statements, account or digital wallet addresses, the purpose of the use of the Virtual Account Services, the source of funds used to exchange Stablecoins or Fiat Currency, and related information we request. We may keep records of Personal Information if required by a Bank Partner or by Applicable Law. The Personal Information provided to us must always be accurate, complete and up to date. We may also, from time to time, require updates to the Personal Information provided or inquire as to the nature or purpose of a particular transaction or transactions. You must comply with all information requests of Rain, or our Third-Party Providers, in a timely manner. Requests not answered in a timely manner may subject the relevant Virtual Account to limitations including freeze or closure.

1.4. If you deposit or receive Fiat Currency in the form of physical cash at retail locations or ATMs, you acknowledge that: (a) in the U.S., federal law requires the reporting of cash transactions exceeding \$10,000 (individually or in aggregate within a single business day), and this obligation applies independently to cash deposits and cash pickups; (b) in the U.S., it is a federal crime to structure cash transactions, whether deposits or pickups, for the purpose of evading currency transaction reporting requirements. Structuring includes, without limitation, breaking a single transaction into two or more smaller transactions, conducting transactions at multiple locations, or conducting transactions over multiple days, in each case to avoid the reporting threshold; (c) Rain and its Third-Party Providers will monitor cash transactions in both directions for potential structuring activity, and Rain reserves the right to file Suspicious Activity Reports and to suspend or terminate your Virtual Account Services if Rain suspects structuring or other suspicious cash activity; and (d) you may be required to present valid government-issued identification when depositing or picking up cash, and the retail location operator or cash collection network may record your identification information for regulatory compliance purposes.

1.5. NEITHER WE NOR OUR THIRD-PARTY PROVIDERS ARE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ACTIVITY FROM YOUR RAIN VIRTUAL ACCOUNT. We will treat any unauthorized access or activity as potentially fraudulent, and you must notify Rain within 24 hours if you become aware of or suspect potentially fraudulent activity. When you notify Rain of potentially fraudulent activity, Rain will temporarily restrict access to the Virtual Account Services, suspend any pending Orders, and take any other reasonable steps to prevent misuse of the Virtual Account Services. You must also (a) promptly report any potentially fraudulent activity to legal authorities; (b) provide Rain with a copy of any report prepared by such legal authorities; (c) cooperate fully with the legal authorities and Rain in the investigation; (d) complete any required

affidavits promptly, accurately and thoroughly; and (e) allow Rain or any third party designated by us access to your mobile device, computer, and network if relevant to the investigation.

2. Virtual Accounts

2.1. When you submit instructions to exchange Stablecoins for Fiat Currency, or Fiat Currency for Stablecoins, and for delivery of the corresponding value to a Bank Account, Blockchain Address, or Cash Pickup Point, as applicable, (“Orders”) you are giving us your permission to submit your Orders to our Third-Party Providers for execution. Where Rain elects to advance its own funds to fulfill an Order, such advance does not constitute acceptance or transmission of your funds. A description of the service can be found in Exhibit A.

2.2. As part of our legal compliance program (“AML Compliance Program”), we will monitor use of your Virtual Account Services and review information associated with transactions related to your Virtual Account Services on an ongoing basis to prevent financial crimes pursuant to the policies and procedures of our Third-Party Providers.

2.3. You are responsible for monitoring your Orders for unauthorized activity, and we are not liable to you if you lose your funds due to unauthorized activity. To protect your Virtual Account Services from unauthorized activity, you must: (a) review your Order history on an ongoing basis; (b) immediately review Order receipts or other related confirmations or notices sent to you; and (c) notify Rain within 24 hours of the Order if you do not receive an Order confirmation.

3. Virtual Account Services Suspension and Termination

3.1. You may close your Virtual Account Services at any time and for any reason unless we or our Third-Party Providers suspect that you are doing so to avoid Applicable Law, law enforcement or otherwise avoid an investigation. Closing your Virtual Account Services will not affect the rights we owe to you or the obligations you have to us before closure. We will complete any active Orders by transferring Fiat Currency through your Virtual Account and Stablecoins through your Virtual Account before closing your Virtual Account Services.

3.2. We may immediately reject transactions to or from, suspend or terminate, your Virtual Account Services and/or freeze any funds in the possession of our Third-Party Providers without prior notice if: (a) we suspect you have violated these terms, our AML Compliance Program, or any Applicable Laws; (b) we are required to do so by Applicable Law, a Bank Partner, a Third-Party Provider, or by any valid order we receive from law enforcement officials; (c) we, a Bank Partner, or a Third-Party Provider suspect any suspicious or unauthorized activity or any actual or attempted unauthorized access to your Virtual Account Services; (d) Virtual Account Services have been suspended or terminated or you no longer have access to your Virtual Account Services; (e) you no longer reside in a jurisdiction where we are authorized to provide the Virtual Account Services; and/or (f) you have not processed any Orders or you have not accessed your Virtual Account Services for more than 1 year. We or Partner will notify you through email if we suspend or terminate your Virtual Account Services.

4. Supported Stablecoins

We may remove a Stablecoin due to changes in the characteristics or regulatory classification of the asset, or for any other reason at any time. If you send Stablecoins to Rain that are not supported, these funds will be lost. Rain has no responsibility or liability with respect to these funds.

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

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

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

WE MAY CHOOSE NOT TO SUPPORT FORKED BLOCKCHAINS, AND YOU HAVE NO RIGHT, CLAIM, OR OTHER PRIVILEGE TO FORKED STABLECOINS ON A FORKED BLOCKCHAIN WE DO NOT SUPPORT, EVEN IN THE RARE EVENT AN ISSUER SUPPORTS THE FORK. WE MAY ABANDON OR CHOOSE NOT TO SUPPORT FORKED BLOCKCHAINS, AND WE AND OUR THIRD-PARTY PROVIDERS ARE UNLIKELY TO SUPPORT MOST FORKED BLOCKCHAINS. IF YOU USE A DIGITAL ASSET THAT HAS BEEN FORKED TO BUY STABLECOINS FROM US, WE RESERVE THE RIGHT TO CANCEL YOUR ORDER, AND WE MAY NOT BE ABLE TO RETURN YOUR FUNDS IN THE EVENT OF A FAILED FORK.

5.3. THERE ARE MANY RISKS ASSOCIATED WITH SELLING STABLECOINS. WE HAVE DESCRIBED THESE RISKS IN OUR STABLECOIN RISK DISCLOSURE AVAILABLE IN EXHIBIT B TO THESE USER TERMS. THE STABLECOIN RISK DISCLOSURE IS INCLUDED IN THESE TERMS, AND BY USING THE RAIN VIRTUAL ACCOUNT SERVICES, YOU ARE INDICATING TO US THAT YOU HAVE READ AND UNDERSTOOD THESE RISKS.

6. Orders

6.1. **Placing Orders.** You can only place Orders through your Virtual Account Services. If we receive an Order from you, we will assume you intended for us to execute the Order. All purchase Orders require full payment in cleared funds at the time we fill your Order, unless Rain, in its sole discretion, elects to advance the equivalent value using its own funds from Rain’s own accounts. In such case, you are obligated to repay Rain for the amount advanced. Your repayment obligation to Rain will be satisfied through the transfer of your funds from the applicable account or wallet, as applicable, maintained by the relevant Third-Party Provider to Rain’s designated operating account or wallet, as applicable. We do not guarantee that we will fill your Order, and we reserve the right to cancel any Order or part of an Order for any reason, including if the Order: (a) was

placed during a scheduled or unscheduled downtime of Rain or Partner; (b) violates the terms of any agreement between you and Partner; (c) is non-marketable, or (d) if there are circumstances outside of Rain's control (including as described in Section 7.11 (Force Majeure)) that make it impracticable to complete the Order or expose Rain to additional cost or risk if the Order was completed.

For Orders fulfilled through Cash Pickup Points, your Order is considered complete upon disbursement of physical cash to the person presenting the valid pickup code or other required credentials at the Cash Pickup Point. Once cash has been disbursed, the transaction is final and irreversible. If the cash is not picked up within the timeframe specified by the applicable cash collection network, the funds may be returned to you, less any fees imposed by the cash collection network, or forfeited in accordance with the cash collection network's terms. Rain is not responsible for delays or inability to pick up cash due to retail location closures, cash shortages, or other circumstances outside Rain's control.

6.2. **Order Limits.** Rain will not hold any proceeds on your behalf. We may limit the amount and frequency of your Orders (in USD terms) in a given time period. These limits may depend on when you opened your Virtual Account, the Personal Information you provided us, and a variety of other risk factors.

6.3. **Order Receipts and Order History.** We may choose without prior notice to you, to periodically consolidate multiple Orders into a single Order Receipt. You may request your Order history by emailing support@paera.com. We maintain records of all Orders for a period of five years or as otherwise required by applicable law.

6.4. **Cancellations; Errors.** You may not cancel an Order after we have commenced processing it. If you cancel your Order and you have not provided sufficient information in order for us to instruct our Third-Party Providers to return your funds, we may instruct our Third-Party Providers to hold your funds as required by law. You are solely responsible for reviewing your Order Receipts for accuracy and for monitoring your Order History for any errors or any potentially fraudulent activity. If you do not receive an Order Receipt or an Order cancellation notice, or if the Order Receipt is inaccurate, you must notify Rain within 24 hours of placing the Order or receiving the Order Receipt. You hereby waive your right to dispute an Order unless you notify Rain of any objections within 24 hours after the applicable Order Receipt was sent to you. We reserve the right, but we have no obligation, to declare an Order null and void that we consider to be erroneous (each, an "Erroneous Order"). You are responsible for ensuring that you submit the appropriate Order type when you place an Order, and that a simple assertion by you that you made a mistake in entering an Order, or that you failed to pay attention to or update an Order, will not be sufficient to establish it as an Erroneous Order. If we determine in our sole discretion that a given Order is an Erroneous Order, we may declare it null and void, in whole and in part, even if you do not agree to cancel or modify it, in which case you will return the Stablecoins received in the Erroneous Order. If you place an Erroneous Order and such Erroneous Order is equal to \$5 or less, in order to cover Rain's estimated administrative costs, you relinquish your claim to any funds you have sent to us with respect to such Erroneous Order and title to such funds transfers to Rain upon receipt.

For Orders fulfilled through Cash Pickup Points, the following additional terms apply: (a) your cash must be picked up within the timeframe communicated to you at the time of the Order (the "Pickup Window"); (b) if your cash is not picked up within the Pickup Window, the funds may be returned to you, subject to applicable fees and processing times, or may be forfeited in accordance with the cash collection network's policies; and (c) Rain is not responsible for any fees, penalties, or forfeitures imposed by the cash collection network for expired or uncollected pickups.

6.5. **Downtime.** We will use commercially reasonable efforts to provide the Virtual Account Services in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing the Virtual Account Services, and a variety of other factors outside our control, and some of which may require or result in scheduled maintenance or unscheduled downtime of the Rain Network (collectively, “Downtime”). Part or all of the Virtual Account Services may be unavailable during any Downtime, and we are not liable or responsible to you for any inconvenience or losses you incur as a result of Downtime.

6.6. **Compliance with Law.** We reserve the right to refuse to process, or to cancel, correct, clawback, or reverse, any transaction, in our sole discretion, even after funds have been transferred to you, in response to a subpoena, court order, or other government order; or if we suspect the transaction may: involve money laundering, terrorist financing, fraud, or any other type of financial crime; be erroneous or violate the prohibited activities set forth in Exhibit C to these User Terms. In such instances, we may reverse the transaction and we are under no obligation to reinstate an Order at the same price or on the same terms as the canceled transaction.

7. General Terms

7.1. **Sender Fees.** We may charge fees to you for use of the Virtual Account Services (the “Sender Fees”). Applicable Sender Fees will be disclosed to you through Partner’s platform or otherwise made available to you before you submit an Order. Your fee obligation to Rain is satisfied upon Rain’s collection of the applicable Sender Fee. Once collected, no further payment is required from you with respect to such Sender Fee.

7.2. **E-sign and Electronic Communications Consent.** You agree to the terms of our E-sign and Electronic Communications Notice available at <https://legal.raincards.xyz/legal/electronic-communications-notice>. You may withdraw your consent to the terms of our E-sign and Electronic Communications Notice consistent with the terms of that notice.

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

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

7.5. **Remedies for Breach.** If you or any authorized user breaches any of your representations, warranties, agreements, covenants or obligations set forth in these terms, give us inaccurate or incomplete information for any reason, or otherwise fail to comply with any other requirements of these terms or any of our or our Bank Partner’s or Third-Party Provider’s policies,

we will have the right to suspend or terminate any Order and/or your Virtual Account. You will be liable for all losses we, our affiliates, and our Third-Party Providers incur that result from any such breach. We have sole discretion over what actions, if any, it takes in the event of such breach and may take such action without prior notice to you. If a breach by you involves participation by other parties with your Virtual Accounts, you and such parties will be jointly and severally liable for all resulting damages to Rain and our affiliates. The enumeration in these terms of specific remedies will not be exclusive of any other remedies that may be available to us at law or in equity. Any delay or failure by us to exercise any right, power, remedy or privilege in these terms, or that exist now or in the future under any applicable laws (collectively, "Legal Rights") will not be construed to be a waiver of those Legal Rights, nor to limit the exercise of such Legal Rights, nor will it preclude the further exercise those Legal Rights.

7.6. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAIN, OUR THIRD PARTY PROVIDERS, AND OUR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AND AGENTS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LOSSES, LIABILITIES, ATTORNEYS' FEES, AND ALL RELATED EXPENSES ("LOSSES"), WHETHER IN TORT, CONTRACT, OR OTHERWISE, THAT ARISE OUT OF, RELATE TO, OR ARE ATTRIBUTABLE, IN WHOLE OR IN PART, TO A CLAIM, SUITS, OR PROCEEDINGS, BROUGHT BY A THIRD PARTY AGAINST AN INDEMNIFIED PARTY ARISING OUT OF OR RELATED TO YOUR (I) BREACH OF THESE TERMS; (II) VIOLATION OF ANY APPLICABLE LAW; OR (III) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT IN CONNECTION WITH THE VIRTUAL ACCOUNT SERVICES. THE INDEMNIFICATION SET FORTH IN THIS SECTION 7.6 APPLIES EQUALLY TO PARTNER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS IN THEIR CAPACITY AS THIRD-PARTY BENEFICIARIES OF THESE USER TERMS.

7.7. NO WARRANTY; LIMITATION OF LIABILITY.

7.7.1. YOUR USE OF THE RAIN VIRTUAL ACCOUNT SERVICES ARE PROVIDED BY RAIN, OUR THIRD PARTY PROVIDERS, AFFILIATES AND SERVICE PROVIDERS ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES. THERE IS NO WARRANTY THAT ANY OF THE VIRTUAL ACCOUNT SERVICES, OR ANY DATA OR OTHER INFORMATION PROVIDED TO YOU BY RAIN OR ITS AFFILIATES WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS. THERE IS NO WARRANTY THAT THE RAIN VIRTUAL ACCOUNT SERVICES WILL BE ERROR FREE, UNINTERRUPTED, TIMELY, RELIABLE, COMPLETE OR ACCURATE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7.7.2. None of Rain, our Third-Party Providers, or our affiliates, nor any of their respective officers, directors, managers, partners, employees or independent agents or contractors will be liable to you or any authorized user for any losses arising out of, related to or resulting from any activities conducted through your Virtual Account Services, Orders you place, directing the transfer of funds to Rain or to a Virtual Account, and any other uses of our services, except to the extent and only to the extent that your losses are actual and have been finally determined by a court of competent jurisdiction or arbitration panel to have resulted solely from the gross negligence, intentional misconduct or fraud of Rain, our Third-Party Providers, our affiliates, and any of their respective officers, directors, managers, partners, employees or independent agents or contractors. You will not be held liable for such actual losses that have been finally determined to have resulted solely from the gross negligence, intentional misconduct or fraud of Rain, our Third-Party Providers, or

our affiliates, nor any of their respective officers, directors, managers, partners, employees or independent agents or contractors. Further, none of Rain, our Third-Party Providers, or our affiliates, nor any of their respective officers, directors, managers, partners, employees or independent agents or contractors will have responsibility for losses or have any other liability to you (a) arising out of or resulting from any actions or inactions or performance of services by any third party or actions of other participants in the markets with respect to your Virtual Account or the activities conducted through your Virtual Account or (b) arising out of or resulting from system failures, outages, unauthorized access to the Virtual Account, conversion of property, errors of any kind, government actions, force majeure events, trading suspensions, or any other causes over which Rain does not have direct control. Further, none of Rain, our Third-Party Providers, or our affiliates, nor any of their respective officers, directors, managers, partners, employees or independent agents or contractors will be liable for any indirect, special, incidental, punitive, consequential or exemplary damages or any other losses that are not direct damages, which includes trading losses, lost profits and other lost business opportunities relating to sending Orders to Rain and your use of the Virtual Account Services.

7.7.3. EXCEPT FOR CLAIMS ARISING FROM RAIN'S GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL RAIN'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE USER TERMS OR THE VIRTUAL ACCOUNT SERVICES EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY YOU TO RAIN IN CONNECTION WITH THE VIRTUAL ACCOUNT SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00 USD).

7.7.4. THE DISCLAIMERS, LIMITATIONS OF LIABILITY, AND LIABILITY CAP SET FORTH IN THIS SECTION 7.7 APPLY EQUALLY TO PARTNER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS IN THEIR CAPACITY AS THIRD-PARTY BENEFICIARIES OF THESE USER TERMS.

Without limiting the foregoing, none of Rain, our Third-Party Providers, or our affiliates will have any liability to you for any loss, delay, or error arising from the collection, handling, disbursement, or settlement of cash at retail locations or ATMs, including: (i) any loss or misattribution of funds deposited by you at a Cash Deposit Point; (ii) any disbursement of cash at a Cash Pickup Point to a person presenting valid pickup credentials; (iii) any failure by a retail location or ATM to complete a cash deposit or disbursement; or (iv) any delay in settlement of cash transactions by a cash collection network.

7.8. Dispute Resolution

7.8.1 PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND US TO ARBITRATE DISPUTES AND LIMITS THE MANNER IN WHICH YOU OR WE CAN SEEK RELIEF UNLESS YOU OPT OUT. FOR INFORMATION ABOUT OPTING OUT, PLEASE SEE SECTION 7.8.5) BELOW.

PARTNER PROVIDES PLATFORM AND TECHNOLOGY SERVICES IN CONNECTION WITH THE VIRTUAL ACCOUNT SERVICES BUT IS NOT A PARTY TO THESE USER TERMS AND HAS NO LIABILITY FOR RAIN'S OBLIGATIONS UNDER THEM. HOWEVER, PARTNER IS AN EXPRESS THIRD-PARTY BENEFICIARY OF THESE USER TERMS WITH RESPECT TO ANY PROVISIONS THAT ALLOCATE RISK, DISCLAIM LIABILITY, LIMIT REMEDIES, OR REQUIRE DISPUTES TO BE RESOLVED THROUGH ARBITRATION. ACCORDINGLY, TO THE EXTENT A DISPUTE INVOLVES PARTNER, PARTNER SHALL BE ENTITLED TO INVOKE AND BENEFIT FROM THE SAME PROTECTIONS, LIMITATIONS, AND DISPUTE RESOLUTION

PROCEDURES AS RAIN. TO THE EXTENT YOU HAVE ANY DISPUTE WITH PARTNER RELATING SOLELY TO SERVICES PROVIDED TO YOU UNDER YOUR SEPARATE AGREEMENT WITH PARTNER, SUCH DISPUTES WILL BE GOVERNED EXCLUSIVELY IN ACCORDANCE WITH THAT AGREEMENT.

This dispute resolution section by binding arbitration is referred to in these User Terms as the “Arbitration Agreement.” As used in Section 7.8, the terms “Rain,” “we,” and “us” mean Signify Holdings, Inc., and its past, present, and future parents, subsidiaries, and affiliate entities. The following terms are applicable to all products and services you receive from or through Rain, and to any interaction you have with Rain. You and Rain agree that any dispute, claim, controversy, or disagreement between you and Rain arising out of or relating in any way to these User Terms, your relationship or interaction with us, or these products or services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below. “Dispute” will also include disputes that were not noticed at the time you first became subject to these User Terms but arose or involve facts occurring before the existence of this or any prior versions of these User Terms, as well as claims that may arise after the termination of these User Terms. This Arbitration Agreement is expressly intended to bind not only you and Rain but also any third-party beneficiary of these User Terms. In particular, any person or entity who is not a direct party to this Arbitration Agreement but who seeks to assert rights or enforce obligations arising from or relating to this Arbitration Agreement, shall be deemed to have accepted and agreed to this Arbitration Agreement and shall be bound by its terms. Notwithstanding anything to the contrary in this Section 7, should you or we bring claims in arbitration against any such third-party(ies) that arise out of or relate to substantially similar facts or events giving rise to a Dispute with Rain that we are unable to resolve through the informal dispute resolution process described in Section 7.8.3 below, you and we agree that such claims shall be consolidated with the Dispute to proceed as a single arbitration involving you and Rain and the relevant third-party(ies) according to the arbitration procedures provided in this Arbitration Agreement.

7.8.2 Governing Law. Except as otherwise required by applicable law, the Arbitration Agreement and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer-protection provisions of your local consumer-protection law.

7.8.3 Claim Notice and Informal Dispute Resolution. We want to address your or Rain’s concerns without needing a formal legal case. Before you initiate a lawsuit or arbitration against Rain, and before Rain initiates a lawsuit or arbitration against you, the initiating party must give the other party written notice describing in reasonable detail the Dispute and the supporting facts (the “Claim Notice”). Your Claim Notice must be emailed to Rain at legal@rain.xyz and include your Virtual Account number, email address on file, and phone number where you (or, if you have an attorney, your attorney) can be reached. Rain’s Claim Notice to you or response to your Claim Notice will be sent to the email address we have on file for you or, if applicable, to your attorney. It is your responsibility to keep your contact information up to date. Except as otherwise required by applicable law, once a Claim Notice is sent, you and Rain shall have a reasonable opportunity over the next 60 days to resolve the Dispute on an individual basis. During this 60-day period, if requested by either party, a Rain representative and you must individually meet, in person or remotely, or speak by telephone, and make an effort to resolve the Dispute. No lawsuit or arbitration may be commenced during this 60-day period. Filing a complaint against a nonparty to these User Terms does not suffice as a Claim Notice. Unless otherwise stated in this Arbitration Agreement, any unresolved Dispute(s) must be resolved finally and exclusively by binding arbitration as described below.

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small-claims court action. Filing any lawsuit or demand for arbitration before completing this informal dispute resolution is a breach of these User Terms. The limitations period will be tolled while you and Rain engage in this informal dispute-resolution process. In addition, unless prohibited by law, the arbitration administrator will not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without submission of a certification of completion of the procedures in this “Claim Notice and Informal Dispute Resolution” section, which certification must be submitted as described in Section 7.8.5) below. If the arbitration is already pending, it shall be administratively closed.

7.8.4 Agreement to Arbitrate. Except as set forth under Exceptions to Agreement to Arbitrate (Section 7.8.13)) below, you and Rain agree that any Dispute shall be resolved through final and binding arbitration to be administered by National Arbitration and Mediation (“NAM”). The parties agree that an arbitrator, and not any court, shall have the exclusive authority to resolve any dispute relating to the validity, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or part of this Arbitration Agreement is void or voidable, except that all Disputes regarding Section 7.8.14 entitled “Class Action and Representative Action Waiver,” including any claim that all or part of that section is unenforceable, illegal, void or voidable, or that such section has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. You and Rain further agree that any Dispute must be initiated within the applicable statute of limitation for that claim or controversy, or it will be forever time-barred. Likewise, you and Rain agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction. Any award of the arbitrator is final and binding and may be entered as a judgment in any court having jurisdiction. This Arbitration Agreement continues to apply even after you have stopped receiving services from us.

7.8.5 Opt-out of Agreement to Arbitrate You can decline this Arbitration Agreement by contacting legal@rain.xyz within 30 days of enrollment or of your receipt of electronic notice of this Arbitration Agreement and stating that you (include your legal name) opt out of this Arbitration Agreement. Such an opt-out email must be sent by you, and not by your agent, attorney, or anyone else purporting to act on your behalf. If you opt out of the Arbitration Agreement and a Dispute arises between you and Rain at any time thereafter, before starting a lawsuit or arbitration, the complaining party must give the other party written notice describing in reasonable detail the Dispute and the supporting facts (the “Claim Notice”). Your Claim Notice must be consistent with Section 7.8.3 and emailed to Rain at legal@rain.xyz. You are required to include your Virtual Account number, then-current email address on your Rain profile, and phone number where you (or, if you have an attorney, your attorney) can be reached. We will email or mail any Rain Claim Notice to you at the email address and physical address we have on file for you. Once a Claim Notice is sent, the complaining party must give the other party a reasonable opportunity over the next 60 days to resolve the Dispute on an individual basis. Filing a complaint with a nonparty to these User Terms does not suffice as a Claim Notice. If you opt out of this Arbitration Agreement, all other parts of these User Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any arbitration agreements that you may currently have with us, including any previous versions of this Arbitration Agreement to which you agreed and did not timely opt out, which will remain in effect, and has no effect on any arbitration agreements with us you may enter in the future.

7.8.6 Arbitration Process and Procedure. NAM will administer arbitrations under its Comprehensive Dispute Resolution Rules and Procedures then in effect (NAM’s Rules, Fees, and Forms are available at <https://www.namadr.com/resources/rules-fees-forms/>). If this link does not work or if you are unable to review NAM’s Rules, Fees, and Forms, please contact NAM at commercial@namadr.com or through contact information available on NAM’s website at

www.namadr.com. In addition, to the extent applicable, NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures shall also apply (together with the Comprehensive Dispute Resolution Rules and Procedures, the "NAM Rules"). If NAM is not available to administer the arbitration, the parties will select an alternative arbitral forum. The arbitration shall occur through the submission of documents to one Arbitrator. If the Arbitrator determines that a hearing is necessary, the hearing shall be conducted remotely by telephone or video conference. If the Arbitrator determines that an in-person hearing is necessary, the hearing will take place in the United States county where you live or work or such other location agreed upon by both parties. Subject to the applicable NAM Rules, the parties agree that the Arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. You must submit a certification that you have complied with and completed the Claim Notice and Informal Dispute Resolution procedures requirements referenced in Section 7.8.3 when initiating arbitration. The demand for arbitration and certification must be personally signed by you and, if represented, by your legal counsel, and submitted to NAM.

If you have a question about the arbitration process or to obtain a current copy of the NAM Rules, including but not limited to Comprehensive Dispute Resolution Rules and Procedures, Mass Filing Supplemental Dispute Resolution Rules and Procedures, and/or fee schedule, NAM's Commercial Department can be contacted at commercial@namadr.com or through NAM's website at www.namadr.com.

7.8.7 Arbitration Fees. The payment of all fees shall be governed by applicable NAM Rules and fee schedules, including the "Fees For Disputes When One of the Parties is a Consumer" then in effect and as applicable, except to the extent that the NAM fees and costs (including Arbitrator fees) paid by either party are reallocated upon order of the Arbitrator following a determination that (a) either party breached this Arbitration Agreement, (b) such reallocation is called for under these User Terms, or (c) reallocation is otherwise permitted under applicable law. Payment of fees will be made in accordance with the applicable NAM Rules and fee schedules, unless the Arbitrator finds that either the substance of the Dispute or the relief sought was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If Rain initiates an arbitration against you, we shall pay all fees. The applicable section of the NAM Rules and fee schedules will govern if the case is a part of a "Mass Filing" (as defined below in Section 7.8.11)).

7.8.8 The Arbitrator. The arbitration shall be conducted by a single neutral (the "Merits Arbitrator"). An administrative arbitrator may separately be appointed under NAM Rules. The term "Arbitrator" applies to both the Merits Arbitrator and the administrative arbitrator.

7.8.9 Confidentiality of Arbitration and/or Mediation. All documents and materials submitted to or filed with NAM, and all communications concerning any Dispute, whether oral or written, and all testimony shall not be publicly disclosed and shall remain confidential and inadmissible in any other judicial or alternative dispute resolution proceeding, except as necessary in a proceeding to confirm or vacate the arbitration award under 9 U.S.C. §§ 9-10, as permitted under this Arbitration Agreement, or unless otherwise required by law or judicial decision or order. Any such appeal would then be subject to NAM's Appellate Dispute Resolution Rules and Procedures. With respect to mediations, the NAM administrator, the mediator, and the parties shall keep all matters relating to the mediation proceeding, including the terms of the settlement agreement, confidential unless the parties mutually agree otherwise.

For additional protection, upon either party's request, the Arbitrator shall issue an order requiring that confidential information (including decisions or awards) of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in the arbitration

or a proceeding to enforce the arbitration award, and that any permitted court filing of confidential information must follow the court's procedures for filing under seal.

7.8.10 Arbitration Award. The arbitration award is binding only between the parties named in the arbitration award and will not have any effect in another arbitration or proceeding that involves a different party. The Arbitrator may award fees and costs as provided by the NAM Rules or to the extent fees and costs could be awarded in court on similar bases. This includes, but is not limited to, the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), for the purpose of harassment, or in bad faith.

7.8.11 Mass Filing. If, at any time, 25 or more similar demands for arbitration are asserted against Rain or related parties (including Third-Party Providers) by the same or coordinated counsel or related parties (a "Mass Filing"), NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures shall apply; provided, however, that if NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures conflict with these User Terms, these User Terms control. If your case is part of a Mass Filing, any applicable contractual or statutory limitations period applicable to the claims and relief (as well as to any applicable defenses or counterclaims) must be tolled until your case is selected for adjudication, withdrawn, or otherwise resolved.

NAM shall (1) administer the arbitration demands in batches of 100 demands per batch (or, if between twenty-five (25) and ninety-nine (99) individual demands are filed, a single batch of all those demands, and, to the extent there are fewer than 100 demands remaining after the batching described above, a final batch consisting of the remaining demands); (2) appoint one Merits Arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with, once batched, one set of fees due per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award, which will provide for any and all relief to which the arbitrator determines each individual party is entitled ("Batch Arbitration"). NAM shall administer all batches concurrently, to the extent possible. All parties agree that demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing administrative arbitrator according to NAM Rules to determine the applicability of the Batch Arbitration process. In an effort to expedite resolution of any such dispute by the administrative arbitrator, the parties agree the administrative arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The administrative arbitrator's fees shall be paid by Rain. You and Rain agree to cooperate in good faith with NAM to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of demands, as well as any steps to minimize the time and costs of arbitration, which may include (1) the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing or creating a class, collective, and/or representative arbitration or action of any kind, except as expressly set forth in this provision, and nothing about the Batch Arbitration process will preclude any party from participating in any arbitration administered according to that process.

7.8.12 Offer of Settlement For Mass Arbitration. During a "Mass Filing," a party may make an offer of settlement not less than 10 days prior to commencement of the arbitral hearing by serving an offer in writing upon any other party to the action to allow an award to be entered in accordance with the terms and conditions stated at that time. Any acceptance of the offer of settlement shall be in writing and shall be signed by counsel for the accepting party or, if not represented by counsel, by the accepting party. If the offer of settlement is not accepted prior to arbitration or

within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn and cannot be given in evidence upon arbitration. For purposes of this subdivision, the arbitral hearing shall be deemed to be commenced at the beginning of the opening statement of the claimant or claimant's counsel, or, if there is no opening statement, at the time of the administering of the oath or affirmation to the first witness, or the introduction of any evidence. The offer of settlement shall be served on the other party in the same manner in which other papers are served in the arbitral proceeding. The offer of settlement shall not be served on the Arbitrator, except that, if the offer is accepted, either party may then file with the Arbitrator the offer of settlement and notice of acceptance together with proof of service thereof. The Arbitrator shall dismiss and close the case upon settlement between the parties under this paragraph, and the arbitration proceedings shall then be terminated. If the offer of settlement is not accepted, the offer of settlement shall not be used as evidence in the arbitration proceedings. Evidence of an unaccepted offer is not admissible except in a proceeding to determine costs. The Arbitrator can hear evidence of offers of settlement and any offering party's request for costs and fees (e.g., filing fees, administrative fees, Arbitrator fees, and hearing fees), which shall exclude attorneys' fees. If an offer of settlement under this subsection is rejected, and if the final award that the offeree obtains is not more favorable than the unaccepted offer, the Arbitrator may, as part of the final award, award the offeror the costs and fees, excluding attorneys' fees, incurred after the offer of settlement was made, to be paid by the offeree. The offeree's costs and fees liability under this subsection is capped at \$5,000.00 per claimant.

7.8.13 Exceptions to Agreement to Arbitrate. Either party can elect to have an individual Dispute resolved in small-claims court of your state or municipality if the action is within that court's jurisdiction. Either party may also bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

7.8.14 CLASS ACTION AND REPRESENTATIVE ACTION WAIVER. TO THE EXTENT PERMISSIBLE BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR LITIGATED AS A CLASS ACTION, REPRESENTATIVE ACTION, COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION ("CLASS ACTION WAIVER"). THIS MEANS THAT YOU MAY NOT SEEK RELIEF ON BEHALF OF ANY OTHER PARTIES IN ARBITRATION, INCLUDING BUT NOT LIMITED TO SIMILARLY AGGRIEVED CLAIMANTS. THE ARBITRATOR'S AUTHORITY TO RESOLVE ANY DISPUTE AND TO MAKE WRITTEN AWARDS WILL BE LIMITED TO YOUR INDIVIDUAL CLAIMS. YOU MAY ONLY RESOLVE DISPUTES WITH RAIN ON AN INDIVIDUAL BASIS, AND YOU MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER OUR AGREEMENT. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Sections 7.8.11 (entitled "Mass Filing") and Section 7.8.12 (entitled "Offer of Settlement for Mass Arbitration"). Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this section, "Class Action and Representative Action Waiver," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Rain agree that such claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in New York, New York. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all Disputes between the parties that remain in arbitration are finally resolved. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Rain from participating in a class-wide or mass settlement of claims.

7.8.15 Judicial Forum for Disputes. Except as otherwise required by applicable law, in the event that the Arbitration Agreement is found not to apply to you or your claims, you and Rain agree that any judicial proceeding (other than small-claims actions) will be brought in New York, New York. Both you and Rain consent to venue and personal jurisdiction there.

7.8.16 WAIVER OF JURY TRIAL. To the fullest extent permitted by law, we both agree to waive our right to a jury trial. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

7.8.17 Severability Except as provided in Section 7.8.14 entitled “Class Action and Representative Action Waiver,” if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect. However, if either Section 7.8.11 entitled “Mass Filing” or Section 7.8.14 entitled “Class Action and Representative Action Waiver” of this Arbitration Agreement is found under the law to be invalid or unenforceable, then the entire Arbitration Agreement shall be void, and the parties agree that all Disputes will be heard in the state or federal courts located in New York, New York.

7.8.18 Modification Notwithstanding any provision in these User Terms to the contrary, we agree that if Rain makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Virtual Account Services constitutes your acceptance of any such changes. If you have previously agreed to a version of these User Terms with an arbitration agreement and you did not validly opt out of arbitration, then changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of your previous agreement to arbitrate. Rain will continue to honor any valid opt-outs of the Arbitration Agreement that you made to a prior version of these User Terms.

7.9. Governing Law and Venue. These User Terms and your access to and use of the Rain Virtual Account Services will be governed by and construed and enforced in accordance with the laws of the state of New York, without regard to conflict of law rules or principles (whether of the state of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties arising out or relating to these terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the state of New York and the United States, respectively.

7.10. Compliance with Applicable Laws. Orders are subject to applicable laws, regulations, and rules of federal and state governmental and regulatory authorities (collectively, “Applicable Laws”). You understand that compliance with Applicable Laws may include compliance with any guidance or direction of any regulatory authority or government agency, any writ of attachment, lien, levy, subpoena, warrant, or other legal order (collectively, “Legal Orders”). In no event will we be obligated to affect any Order that we believe would violate any Applicable Law. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our good faith efforts to comply with any Applicable Law, including any Legal Order.

7.11. Force Majeure. We are not liable for delays, failure in performance or interruption of service that result directly or indirectly from significant market volatility, acts of God, acts of civil or military authorities, acts of terrorists, civil disturbance, war, strike or other labor dispute, fire, floods, interruption in telecommunications or Internet services or network provider services, failures of equipment or software, pandemics, other catastrophe or any other occurrence that is beyond our reasonable control.

7.12. **Survival.** The following provisions shall survive termination or expiration of these User Terms: (a) your payment obligations; (b) Sections 7.5 (Remedies for Breach), 7.6 (Indemnification), 7.7 (No Warranty; Limitation of Liability), 7.8 (Dispute Resolution), 7.9 (Governing Law and Venue), 7.10 (Compliance with Applicable Laws), 7.14 (Assignment); and (c) any other provision that by its nature or express terms is intended to survive.

7.13. **Entire Agreement.** These User Terms, our Privacy Policy, and all other terms incorporated into these User Terms comprise the entire understanding and agreement between you and Rain as to the subject matter of these User Terms, and supersede any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these User Terms), between you and Rain. Section headings in these terms are for convenience only and will not govern the meaning or interpretation of any provision of these terms.

7.14. **Assignment.** We reserve the right to assign our rights without restriction to any of Rain's affiliates, any successor in interest of any business associated with the Virtual Account Services, or to any other person in our sole discretion. If Rain is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the Personal Information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights or licenses granted under these User Terms. Any attempted transfer or assignment by you in violation of this section will be null and void.

7.15. **Severability.** If any provision of these User Terms is determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these User Terms will not be affected.

7.16. **Non-Waiver of Rights.** These User Terms may not be construed to waive rights that cannot be waived under Applicable Law. In addition, our failure to insist upon or enforce strict performance by you of any provision of these User Terms or to exercise any right under these User Terms will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance.

7.17. **Modifications to these Terms.** We reserve the right to make changes to these User Terms and to the Virtual Account Services at any time. Any amended terms will be effective immediately and will apply to any pending Orders or any then-current and subsequent uses of your Virtual Account Services. You are responsible for reviewing these User Terms each time you access or use the Virtual Account Services. Your continued access to and use of your Virtual Account Services means you have consented to any changes. If you do not agree to the changes, you must stop using your Virtual Account Services immediately.

7.18. Rain may engage subcontractors, affiliates or other third parties to perform any services or obligations under these User Terms on its behalf. Rain will remain responsible for the performance of its obligations under these User Terms and for the acts and omissions of any such subcontractors, affiliates or third parties as if they were the acts and omissions of Rain. Nothing in this provision limits Rain's right to determine the manner and means of performance of its obligations under these User Terms.

Exhibit A

Virtual Accounts—Service Description

“Virtual Account Services” means the software, systems, and services that Rain may provide to you from time to time, which currently include Virtual Accounts, Onramps, and/or Offramps, as detailed below (each of which is subject to availability, your eligibility, applicable geographic restrictions, and Rain’s sole discretion). Licensed Third-Party Providers custody and control your Fiat Currency and Stablecoins, as applicable, in connection with the Virtual Account Services.

- (a) “Virtual Accounts”: static Fiat Currency payment routing instructions (including account numbers, routing numbers, and other payment identifiers) created following completion of applicable identity verification requirements. Your Fiat Currency underlying the Virtual Account is maintained in one or more custodial accounts owned and controlled by a licensed Third-Party Provider and established for your benefit. A Virtual Account functions solely as a payment routing mechanism and does not provide a stored value balance. For the avoidance of doubt, when Rain elects to advance funds on your behalf pursuant to Section 6.1, the Virtual Account is used to facilitate your repayment to Rain and does not serve as a conduit for the transmission of your funds to any third party.
- (b) “Onramps”: Rain’s facilitation of licensed Third-Party Providers’ exchange of your Fiat Currency to Stablecoins, utilizing payment rails that may include U.S. or foreign bank rails, cash or check deposits at participating retail locations or ATMs (“Cash Deposit Points”), and other payment methods (whether electronic or physical) as determined by Rain and such Third-Party Providers, and delivery of such Stablecoins to any blockchain address that you specify (“Blockchain Address”), whether or not such deposit is associated with a Virtual Account. Onramps may be offered in connection with a Virtual Account or on a standalone basis. Where Rain elects to advance the equivalent value using its own funds pursuant to Section 6.1, the Stablecoins used in the advance is Rain’s own Stablecoins and your sole obligation is to repay Rain for such advance in accordance with Section 6.1.
- (c) “Offramps”: Rain’s facilitation of licensed Third-Party Providers’ exchange of your Stablecoins to Fiat Currency and delivery of such Fiat Currency to a bank account that you specify (“Bank Account”) or, where available, as physical cash available for pickup at participating retail locations or ATMs (“Cash Pickup Points”), utilizing payment rails that may include U.S. or foreign bank rails, physical cash disbursement, and other payment methods (whether electronic or physical) as determined by Rain and such Third-Party Providers, whether or not such disbursement is associated with a Virtual Account. Offramps may be offered in connection with a Virtual Account or on a standalone basis. Where Rain elects to advance the equivalent value using its own funds pursuant to Section 6.1, the Fiat Currency used in the advance is Rain’s own Fiat Currency and your sole obligation is to repay Rain for such advance in accordance with Section 6.1.
- (d) Support for certain Stablecoins and blockchain networks as Rain may determine from time to time in its sole discretion.
- (e) Support for both first-party transfers (between your own Bank Accounts and Blockchain Addresses) and/or third-party transfers, subject to applicable compliance requirements and other requirements.

Rain reserves the right, in its sole discretion and without prior notice, to: (i) add, remove, modify, or suspend any features of the Virtual Account Services; (ii) change the supported Stablecoins, blockchain

networks, and payment rails; (iii) modify eligibility requirements and geographic availability; and (iv) implement additional restrictions or requirements. Rain acts solely as a technology facilitator and does not provide money transmission, custody, or depository services. Where Rain advances its own funds to fulfill an Order, Rain acts as a principal using its own capital and is not acting as an agent, intermediary, or transmitter of your funds.

You are ultimately legally responsible for all transactions (including for risk of loss that is not otherwise covered by Rain under these User Terms) made through your Virtual Account, including Orders for which you or a third-party provide incorrect instructions. You agree that we can create all necessary accounts with Third-Party Providers to facilitate our Third-Party Providers' exchange of Stablecoins for Fiat Currency, or Fiat Currency for Stablecoins, on your behalf.

Exhibit B

Stablecoin Risk Disclosures

There are several risks associated with Stablecoins. By accessing and using the Virtual Account, you are promising us that you have read and understand the following Stablecoin Risk Disclosures.

1. **Unique Features of Stablecoins.** Stablecoins are not legal tender in the United States.
2. **Stability, Valuation, and Liquidity.** The price of Stablecoins is based on the reputation of the Issuer, the financial institution and the jurisdiction where the Issuer stores the Fiat Currency associated with the Stablecoin, the stability of the blockchain on which the Stablecoins are issued, the laws that apply to Stablecoins and many other factors. Some Stablecoins may lose all of their value, or you may be unable to redeem Stablecoins for Fiat Currency as a result of one or a combination of these factors.
3. **Cybersecurity.** The cybersecurity risks of Stablecoins include hacking vulnerabilities and a risk that blockchains may not be immutable. A cybersecurity event could result in a substantial, immediate and irreversible loss of your Stablecoins. Even a minor cybersecurity event in a Stablecoin is likely to result in a loss of value or ability to redeem a Stablecoin.
4. **Stablecoin Issuers, Intermediaries and Custodians.** Regulation of Stablecoins is constantly evolving. A lack of regulatory oversight creates a risk that an Issuer may not hold enough Fiat Currency to satisfy its obligations to redeem Stablecoins, and that such deficiency may not be easily identified or discovered. In addition, many Issuers and their service providers have experienced significant outages, downtime and processing delays, and may have a higher level of operational risk than traditional financial institutions.
5. **Regulatory Landscape.** Stablecoins currently face an uncertain regulatory landscape. In the United States, Stablecoins are subject to limited federal oversight, and state regulations that apply to Stablecoins vary from state to state and may be inconsistently applied. In addition, Stablecoins may be regulated by additional federal regulators in the future. Such laws and regulations may impact the price of Stablecoins and their acceptance by users, merchants and service providers.
6. **Technology.** The relatively new and rapidly evolving technology underlying Stablecoins introduces unique risks. For example, a unique private key is required to access, use or transfer a Stablecoin on a blockchain. The loss, theft or destruction of a private key may result in an irreversible loss.
7. **Cash Transactions at Retail Locations and ATMs.** If you fund Onramp Orders through cash deposits, or receive Fiat Currency from Offramp Orders through cash pickup, at participating retail locations or ATMs, you acknowledge and accept the following additional risks:
 - (a) **Deposit Attribution (Onramp).** Rain and its Third-Party Providers rely on the barcode, transaction identifier, or other deposit reference you present at the point of deposit to attribute funds to your account. If you use an incorrect identifier, fail to present a valid identifier, or if a retail location error occurs, your deposit may be delayed, misattributed, or lost. Rain is not responsible for deposits that cannot be attributed to your account.
 - (b) **Pickup Code Security (Offramp).** If you receive a pickup code or other credential for collecting cash at a Cash Pickup Point, you are solely responsible for safeguarding that code. Cash will be disbursed to any person presenting the valid pickup code and, if required, valid government-issued identification. Rain is not liable for cash disbursed to an unauthorized person who obtained your pickup code. If you believe your pickup code has been compromised, you must notify Rain immediately; however, Rain cannot guarantee that disbursement can be prevented once a pickup code has been issued.

(c) **Cash Handling and Disbursement Risks (Both Directions).** Once you deliver cash to, or once cash is disbursed to a person at, a retail location or ATM, Rain has no custody of or control over the physical cash. Rain is not liable for any loss, theft, miscount, or mishandling of cash by a retail location operator, ATM operator, or cash collection network. For deposits, disputes regarding the amount deposited must be directed to the retail location operator or cash collection network. For pickups, once cash has been disbursed, the transaction is final and irreversible.

(d) **Identification Requirements (Offramp).** Cash pickup at certain locations may require presenting valid government-issued identification. If acceptable identification is not presented, the retail location may refuse to disburse your funds. Rain is not responsible for any refusal to disburse funds due to identification requirements imposed by a retail location operator or cash collection network.

(e) **Availability (Both Directions).** Cash deposit and pickup services are available only at participating retail locations and ATMs and may be subject to location-specific hours, deposit or disbursement limits, and other restrictions imposed by the cash collection network. Rain does not guarantee the availability of any particular location or that a location will have sufficient cash to fulfill the pickup.

(f) **Irreversibility of Physical Cash (Both Directions).** Physical cash transactions are inherently more difficult to trace, verify, and reverse than electronic transactions. You assume the risk associated with the use of physical cash, including the risk of loss, theft, or dispute regarding amounts deposited or received.

Exhibit C

Prohibited Activities

You will not use the Virtual Account to undertake or enable by you or any third party any of the activities listed at <https://legal.raincards.xyz/legal/prohibitions>.

Rain may update this list of activities at any time upon notice to you.