

General Terms Of Service

Updated: August 10, 2026

1. Acceptance of These Terms of Service

ChainFi, Inc (dba Arch Lending) (the “**Company**,” “**we**,” “**us**,” or “**our**”) provides our services and related content to you (“**you**” or “**User**”) through our website located at <https://archlending.com> (the “**Site**”). Collectively, the Site, including any updated or new features, functionality and technology, and all Lending Services, Trading Services, and other services offered by the Company (the “**Services**”). All access and use of the Site and Services is subject to the terms and conditions contained in these General Terms of Service, including any Additional Terms applicable to your Services (collectively, as amended from time to time, these “**Terms of Service**”). Additionally, to facilitate payment for Services via USDC or other Digital Assets, we use BitGo Trust Company, Inc. and its affiliates (“**BitGo**”), Anchorage Digital Bank N.A. and its affiliates (“**Anchorage**”) and/or Dwolla Inc. (“**Dwolla**”). By agreeing to these Terms of Service, users that use the payment functions of the Services also agree to be bound by Dwolla's Terms of Service (available at <https://www.dwolla.com/legal/tos/>) (the “**Dwolla Terms of Service**”), BitGo's Custodial Services Agreement (available at <https://archlending.com/terms/bitgo-csa>) and Electronic Trading Agreement (available at <https://archlending.com/terms/bitgo-mpa>) (collectively, the “**BitGo Customer Agreements**”), and Anchorage's terms and conditions (the “**Anchorage Agreements**”), as the same may be modified from time to time. These Terms of Service apply to all Users, whether you are an individual acting in your personal capacity (an “**Individual User**”) or acting on behalf of an entity or organization (a “**Business User**”). By accessing, browsing, or otherwise using the Site, or any other aspect of the Services, or by clicking the “**I accept**,” or “**I agree**,” checkbox, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Services.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service, including any Additional Terms, at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. You may read a current, effective copy of these Terms of Service by visiting the “Terms of Service” link on the Site. We may notify you of any material changes, either through the Services’ user interfaces, a pop-up notice, email, or through other reasonable means. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Services.

If you are a Business User registering for an account on the Company site or using the Services on behalf of an entity or other organization, you are agreeing to these Terms of Service for that entity or organization and representing to the Company that you have the authority to bind that

entity or organization to these Terms of Service (and, in which case, the term “you” will refer to that entity or organization). Business Users represent and warrant that they have full power and authority to enter into these Terms of Service and to perform their obligations hereunder.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

1. **Your Privacy:** At the Company, we respect your privacy. For more information please see our Privacy Policy, located at <https://www.archlending.com/privacy> (the “**Privacy Policy**”). By using the Services, you consent to our collection, use and disclosure of personal data and other data as outlined in the Privacy Policy. You also consent to the collection, use, and disclosure of your information by our third-party service providers, including BitGo and Anchorage, in accordance with their respective privacy policies, which are available at <https://www.bitgo.com/legal/privacy> and <https://www.anchorage.com/privacy-policy>.
2. **Additional Terms:** Some of the Services may be subject to additional terms and conditions, which are posted or made available separately from these Terms of Service (“**Additional Terms**”). Additional Terms include, but are not limited to: (i) our Lending Terms of Service (available at <https://www.archlending.com/terms/lending>) governing loans made by the Company; (ii) our Trading Terms of Service (available at <https://www.archlending.com/terms/trading>) governing Trading Services; and (iii) any third-party agreements required for your use of certain Services (including, but not limited to, the BitGo Customer Agreements and Anchorage Agreements). Your use of the Services may also be subject to additional policies, guidelines or rules we post or make available. Such Additional Terms, policies, guidelines and rules are incorporated and form a part of these Terms of Service. If there is a conflict between these Terms of Service and the Additional Terms, the Additional Terms will control with respect to the applicable Services.
3. **Defined Terms:** Capitalized terms used in these Terms of Service are either defined herein or in the applicable Additional Terms. In the event that a capitalized term is not defined in these Terms of Service, please refer to the applicable Additional Terms for the definition of such term.

2. Access and Use of the Services

1. **Services Overview:** The Company offers various services through the Site. Lending Services are governed by our Lending Terms of Service (available at <https://www.archlending.com/terms/lending>) and any applicable Loan Agreement. Trading Services are governed by our Trading Terms of Service (available at

<https://www.archlending.com/terms/trading>). Please review the applicable Additional Terms for specific services you wish to use. We provide services to individuals and businesses in various states across the United States, subject to any state requirements and other state-specific restrictions. The list of states supported is subject to change and can be found on our website at <https://www.archlending.com>. If you don't see your state/country supported, please email us at support@archlending.com.

2. **Geographic Availability:** Certain Services may not be available in all U.S. states or jurisdictions. The availability of such Services is subject to geographic restrictions that may be updated from time to time. Before using any Services, please review the applicable Additional Terms and third-party agreements to confirm availability in your jurisdiction. If you are a Business User, you represent and warrant that your use of the Services complies with all applicable laws in each jurisdiction where your entity operates.
3. **Registration Obligations & Identity Verification:** You may be required to register with the Company or provide information about yourself in order to access and use certain features of the Services. If you are an Individual User, this may include your name, email address, physical address, date of birth, Social Security Number or taxpayer identification number, and other personal and financial information. If you are a Business User, this may include your entity name, formation jurisdiction, business address, tax identification number, beneficial ownership information, and information about authorized representatives (collectively, "**Identity Verification Information**"). If you choose to register for the Services, you agree to provide and maintain true, accurate, current, and complete Identity Verification Information as prompted by the Services' registration forms. Registration data and certain other information about you are governed by our Privacy Policy. We will collect and verify your Identity Verification Information. We also may obtain information from third parties to verify your identity and to prevent fraud. By using the Services, you expressly consent to the disclosure of your Identity Verification Information and other personal information to our third-party partners, including BitGo and Anchorage, as needed for know-your-customer and anti-money laundering compliance, fraud prevention, and the provision of Services. You authorize the Company (and its contractors and service providers) to access your accounts with such third-party partners and perform actions and verifications as necessary to complete transactions and provide Services to you. For more information about how we collect, use, and share your information, please see our Privacy Policy.
4. **Eligibility for Individual Users:** If you are under 18 years of age, you are not authorized to use the Services, with or without registering. By using the Services as an Individual User, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms of Service.
5. **Eligibility for Business Users:** If you are registering as a Business User, you represent and warrant that: (a) the entity or organization you represent is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) you have full power and authority to bind such entity or organization to these Terms of Service; (c) the entity or organization fully complies with all applicable laws in each jurisdiction in which it operates, including applicable securities and commodities laws and regulations, anti-money laundering requirements, sanctions regimes, and licensing requirements; and (d) the entity or organization is not owned in whole or in part, nor controlled by, any person or entity that is the subject of any

sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or any other governmental authority with jurisdiction over the Company.

6. **Account Security:** You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. If you are a Business User, you are responsible for ensuring that only authorized representatives access your account and for all actions taken by such representatives. You agree to (a) immediately notify the Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. The Company will not be liable for any loss or damage arising from your failure to comply with this paragraph.
7. **Modifications to Services:** The Company reserves the right to modify or discontinue, temporarily or permanently, the Services (or any parts thereof) with or without notice. You agree that the Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.
8. **General Practices Regarding Use and Storage:** You acknowledge that the Company may establish general practices and limits concerning use of the Services, including the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on the Company's or its third-party service providers' servers on your behalf. You agree that the Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services. You acknowledge that the Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that the Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

3. Conditions of Access and Use

1. **User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, and other materials ("**content**") that you make available to the Company, including by uploading, posting, publishing, or displaying ("**upload(ing)**") via the Services or by emailing or otherwise making available to other users of the Services (collectively, "**User Content**"). The Company reserves the right to investigate and take appropriate legal action against anyone who, in the Company's sole discretion, violates this provision, including removing the offending content from the Services, suspending or terminating the account of such violators, and reporting the violator to law enforcement authorities. You agree to not use the Services to:
 - a) email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or

unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; or (vii) in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose the Company or its users to any harm or liability of any type;

- b) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;
- c) violate any applicable local, state, national, or international law, or any regulations having the force of law;
- d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e) solicit personal information from anyone under the age of 18;
- f) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- i) intentionally or unintentionally violate any local, state, or federal law, including, but not limited to, rules, guidelines, and/or regulations of the U.S. Securities and Exchange Commission, in addition to any rules of any securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- j) obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Services;
- k) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Services Content (as defined below)) available on or through the Services, including through the use of virtual private networks; or
- l) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by the Company from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

2. Competitors: No employee, independent contractor, agent, or affiliate of any competitor is permitted to view, access, or use any portion of the Services without express written permission from the Company. By viewing, using, or accessing the

Services, you represent and warrant that you are not a competitor of the Company or any of its affiliates, or acting on behalf of a competitor of the Company in using or accessing the Services.

3. **Fees:** To the extent the Services or any portion thereof is made available for any fee, you may be required to select a payment plan and provide information regarding your credit card or other payment instrument. You represent and warrant to the Company that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with the Company or Dwolla, as applicable, of any changes (for example, a change in your billing address or digital wallet information or credit card expiration date) that may occur. You agree to pay the Company the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. If you dispute any charges you must let the Company know within sixty (60) days after the date that the Company charges you, or within such a longer period of time as may be required under applicable law. You will be responsible for all taxes associated with the Services, other than taxes based on the Company's net income.
4. **Payment Provider:** In order to use the payment functionality of the Company's application, you must open a "Dwolla Platform" account provided by Dwolla and you must accept the Dwolla Terms of Service. Any funds held in or transferred through the Dwolla account are held or transferred by Dwolla's financial institution partners as described in the Dwolla Terms of Service. You must be at least 18 years old to create a Dwolla account. You authorize the Company to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through the Company's application, and Dwolla account notifications will be sent by the Company, not Dwolla. The Company will provide customer support for your Dwolla account activity, and can be reached at <https://www.archlending.com/>, support@archlending.com and/or 201-690-7206.

Notwithstanding any amounts owed to the Company hereunder, the COMPANY DOES NOT PROCESS PAYMENT FOR ANY SERVICES. To facilitate payment for the Services via bank account, we use Dwolla. To facilitate payment for Services via USDC, we use BitGo, or Anchorage and its affiliates. By agreeing to these Terms of Service, users that use the payment functions of the Services also agree to be bound by the Dwolla Terms of Service, the BitGo Customer Agreements, and the Anchorage Agreements, as the same may be modified by Dwolla, BitGo, and Anchorage from time to time. You hereby authorize to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Services. Please contact Dwolla, Anchorage, or BitGo for more information. The Company assumes no liability or responsibility for any payments you make through the Services.

5. **Refunds and Cancellations:** Payments made by you are final and non-refundable, unless otherwise determined by the Company. You may cancel your account at any time by emailing us at support@archlending.com or using the account cancellation functionality available on the Site. Upon account cancellation, you will remain responsible for any applicable fees and for any other obligations incurred prior to cancellation, including any pending transactions or any outstanding balances under applicable Additional Terms.

6. **Digital Asset Collateral and Custody:** If you hold Digital Assets as collateral pursuant to a Loan Agreement or other agreement with the Company, or if you hold Digital Assets through our Trading Services, such Digital Assets will be stored and secured with BitGo, Anchorage, or any other Digital Asset custodian we designate from time to time (each, a “**Custodian**”). For purposes of these Terms of Service, “**Digital Asset**” means any Digital Asset (including a virtual currency or virtual commodity) which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network. We will provide you with all such information as is necessary to effectuate the transfer of any Digital Assets. Storage of Digital Assets provided by BitGo is subject to the BitGo Customer Agreements. Storage of Digital Assets provided by Anchorage is subject to the Anchorage Agreements. By agreeing to these Terms of Service, users that utilize Digital Asset custody or Trading Services through the Site also agree to be bound by the BitGo Agreements and/or the Anchorage Agreements, as applicable and as the same may be modified from time to time. You hereby authorize the Company and/or BitGo and/or Anchorage to store your digital wallet information. Please contact BitGo or Anchorage for more information. The Company assumes no liability or responsibility for Digital Assets held by BitGo or Anchorage. In the event of a conflict between the BitGo Agreements or Anchorage Agreements and any agreement with the Company (including any applicable Additional Terms), the terms of your agreement with the Company will control.

The Company does not provide any of the following Digital Asset-related services: (a) Digital Asset account issuance or maintenance; (b) trading, exchange, or brokerage services; (c) custody or safekeeping of Digital Assets (including wallet services or private key management); (d) money transmission or funds transfer services involving Digital Assets; or (e) settlement, clearing, or transaction execution services. All such services are provided by our third-party partners, including BitGo and Anchorage, subject to their respective terms and conditions. The Company acts solely as a technology platform to facilitate your access to such third-party services. Additional collateral or asset requirements may apply to specific Services. Please review the applicable Additional Terms for details.

7. **Blockchain Networks and Digital Asset Risks:** You understand and acknowledge that the Company does not own or control any of the underlying software through which blockchain networks are formed and Digital Assets are created and transacted. In general, the underlying software for blockchain Networks tends to be open source such that anyone can use, copy, modify, and distribute it. Using blockchain-based solutions, networks, and protocols may involve serious risk, and it is your responsibility to mitigate any risk, including, but not limited to, the fluctuation in the value of any Digital Assets. By creating an account on the Site and engaging with the Services, you understand and acknowledge that: (a) the Company is not responsible for the operation of the underlying software and networks that support Digital Assets and that the Company makes no guarantee of functionality, security, or availability of such software and networks or the value of any Digital Assets; (b) Digital Asset protocols are subject to changes in protocol rules (a “fork”) which can materially affect the value, function, or name of your Digital Assets; (c) Digital Assets are not legal tender, are not backed by any government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections; (d) legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets; (e) transactions involving Digital

Assets may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable; and (f) the volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time.

8. **Commercial Use:** Unless otherwise expressly authorized in these Terms of Service or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, grant access to, transfer, upload, or otherwise use or exploit any portion of the Services for any commercial purposes. The Services are for your personal use.

4. Electronic Signature and Communications Consent

By using the Services, you agree that your electronic signature, acknowledgements, and agreements made through our website, applications, or other electronic means are as legally binding as if made in writing. You consent to receive communications from us electronically, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

For a comprehensive understanding of your rights and obligations regarding electronic signatures and consent, please review our separate Electronic Signatures and Communications Agreement, available at <https://archlending.com/e-consent>. By continuing to use the Services, you acknowledge that you have read, understood, and agreed to the terms outlined in the Electronic Signature Agreement.

5. Mobile Services and Software

1. **Mobile Services:** The Services include certain services that are available via a mobile device, including (i) the ability to upload content to the Services via a mobile device and (ii) the ability to browse the Services and the Site from a mobile device (collectively, the “**Mobile Services**”). To the extent you access the Services through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.
2. **Telephonic Communications Services:** By using the Services and providing us with your telephone number(s), you are consenting to be contacted by the Company or its affiliates or partners by telephone (including on a recorded line), automated calling, automated telephone dialing system calling, automated system calling, artificial voice or pre-recorded calling, text message, SMS and/or MMS message, or other telephonic or electronic means for marketing, solicitation, informational or other purposes, even if your telephone number(s) is registered on the National Do Not Call List, a state Do Not Call List, or the internal Do Not Call List of the Company or its affiliates or partners. You may be required to respond to an initial call or message as instructed to complete your registration and confirm enrollment to receive such calls, texts or other telephonic communications. You do not have to consent to receive calls or text messages from the Company or its affiliates or partners for marketing or

solicitation purposes to purchase the Company's products or services. In the event you no longer wish to receive such calls, text messages or other telephonic communications, you agree to notify the Company or its affiliates or partners, as applicable, directly. In the event you change or deactivate your telephone number, you agree to promptly update your account information to ensure that your messages are not sent to a person that acquires your old telephone number.

There is no additional charge for telephonic communications, but your carrier's standard message and data rates apply to any calls, text messages, SMS or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

By reply to any text, SMS or MMS message you receive from us, you may text "STOP" to cancel or "HELP" for customer support information. If you choose to cancel text, SMS or MMS messages from us, you agree to receive a final message from us confirming your cancellation.

3. **Ownership; Restrictions:** The technology and software underlying the Services or distributed in connection therewith are the property of the Company, its affiliates, and its licensors (the "**Software**"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms of Service are reserved by the Company.
4. **Special Notice for International Use; Export Controls:** The Company is headquartered in the United States. If you access or use the Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Software available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading, accessing or using the Software or Services is at your sole risk.
5. **Third-Party Distribution Channels:** The Company offers Software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels ("**Distribution Channels**"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.

6. Intellectual Property Rights

1. **Services Content:** You acknowledge and agree that the Services may contain content or features ("**Services Content**") that are protected by copyright, patent,

trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by the Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you upload to or make available through the Services in accordance with these Terms of Service. Any use of the Services or the Services Content other than as specifically authorized in these Terms of Service is strictly prohibited.

2. **Trademarks:** The Company name and logos are trademarks and service marks of the Company (collectively the “**Company Trademarks**”). Other Company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to the Company. Nothing in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Company Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of the Company Trademarks will inure to our exclusive benefit.
3. **Third-Party Material:** Under no circumstances will the Company be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that the Company does not pre-screen content, but that the Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, the Company and its designees will have the right to remove any content that violates these Terms of Service or is deemed by the Company, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
4. **User Content:** You represent and warrant that you own all right, title and interest in and to such User Content, including all copyrights and rights of publicity contained therein. You hereby grant the Company and its affiliates, successors and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Services and the promotion, advertising or marketing of the foregoing in any form, medium or technology now known or later developed. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.

You hereby authorize the Company and its third-party service providers to derive statistical and usage data relating to your use of the Services (“**Usage Data**”). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Services (“**Submissions**”), provided by you to the Company are non-confidential and the Company will be entitled to the unrestricted use and

dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

You acknowledge and agree that the Company may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Company, its users, or the public. You understand that the technical processing and transmission of the Services, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

7. Third-Party Services and Websites

The Services may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the “**Third-Party Services**”). Additionally, you may enable or log in to the Services via various online Third-Party Services, such as social media and social networking services like TikTok, Instagram, LinkedIn, Twitter, and other third-party platforms. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Services, please see our Privacy Policy. The Company has no control over and is not responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not the Company, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. The Company enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Services are between you and the third party. The Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

8. Indemnification

To the extent permitted under applicable law, you agree to defend, indemnify, and hold harmless the Company, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, representatives, and agents (collectively, the “**Company Parties**”) from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to: (a) your use of the Services;

(b) any User Content; (c) your connection to the Services; (d) your violation of these Terms of Service or any Additional Terms; (e) your violation of any rights of another; (f) if you are a Business User, any acts or omissions of your authorized representatives or employees; or (g) your violation of any applicable law, rule, or regulation, including applicable securities and commodities laws and regulations, anti-money laundering requirements, and sanctions regimes. The Company will provide notice to you of any such claim, suit, or proceeding. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting the Company's defense of such matter. You may not settle or compromise any claim against the Company Parties without the Company's written consent.

9. Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE COMPANY MAKES NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; (E) THE DIGITAL ASSETS PRICE DATA PROVIDED ON THE SITE IS FREE OF INACCURACY, DEFECT, OR OMISSION; OR (F) ANY THIRD-PARTY SERVICES, INCLUDING SERVICES PROVIDED BY BITGO, ANCHORAGE, OR OTHER CUSTODIANS OR SERVICE PROVIDERS, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

10. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID THE COMPANY IN THE LAST THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "INDEMNIFICATION", "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

11. Dispute Resolution by Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

1. **Agreement to Arbitrate:** This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "**Arbitration Agreement**." You agree that any and all disputes or claims that have arisen or may arise between you and the Company, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
2. **Prohibition of Class and Representative Actions and Non-Individualized Relief:** YOU AND THE COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANY 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. ALSO, 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 CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF

UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

3. **Pre-Arbitration Dispute Resolution:** The Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@archlending.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to the Company should be sent to 595 Broadway, Fl 4, New York, NY 10012 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Company is entitled.
4. **Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

5. **Costs of Arbitration:** Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either the Company or you under the AAA Rules, the

Company and you will split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, the Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

6. **Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
7. **Severability:** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than subsection (b) titled "**Prohibition of Class and Representative Actions and Non-Individualized Relief**" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.
8. **Future Changes to Arbitration Agreement:** Notwithstanding any provision in these Terms of Service to the contrary, the Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending the Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

12. Termination

You agree that the Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. The Company may also in its sole discretion and at any time discontinue providing the Services, or any parts thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. If your account is terminated, you will continue to have access to your assets held with our third-party custodial partners (such as BitGo or Anchorage) through their respective platforms,

subject to their terms and conditions. Further, you agree that the Company will not be liable to you or any third party for any termination of your access to the Services.

If we take any of the actions described in this Termination Section: (a) you will remain responsible for any applicable fees; (b) you will remain responsible for all fees, charges, and obligations incurred prior to termination; (c) you may still withdraw assets from any custodial accounts maintained by our third-party partners, subject to their terms and conditions; and (d) any terms of these Terms of Service that by their nature should survive termination will continue to apply, including any obligations under applicable Additional Terms.

13. User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Services, and the Company will have no liability or responsibility with respect thereto. The Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

14. Miscellaneous

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and the Company governing your access and use of the Services, and supersede any prior agreements between you and the Company with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and the Company submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York. The failure of the Company to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of the Company, but the Company may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Services. The Company will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities,

war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond the Company's reasonable control.

15. Notice for California Users

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at dca@dca.ca.gov; (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at ChainFi, Inc (dba Arch Lending), 595 Broadway, Fl 4, New York, NY, 10012, 201-690-7206.

16. Contact Us

If you have any questions about these Terms of Service, please contact us:

By email: support@archlending.com

By writing to us: 595 Broadway, Fl 4, New York, NY, 10012