Lending Terms of Service

Updated: August 10, 2026

1. Acceptance and Applicability

These Lending Terms of Service (as amended from time to time, these **“Lending Terms”**) constitute Additional Terms under the General Terms of Service and govern your access to and use of the Lending Services. Capitalized terms used but not defined in these Lending Terms have the meanings assigned in the General Terms. In the event of any conflict between these Lending Terms and the General Terms with respect to the Lending Services, these Lending Terms will control.

By applying for, accessing, or using any of the Lending Services, you agree to be bound by these Lending Terms, together with the General Terms of Service. If you do not agree to these Lending Terms, you must not access or use the Lending Services.

2. Definitions

In addition to the terms defined in the General Terms of Service and in any other Additional Terms, the following definitions apply to these Lending Terms:

“**Digital Asset Collateral**” means any Digital Asset that you are required to pledge, transfer, or otherwise secure as collateral pursuant to a Loan Agreement.

“**Loan**” means any extension of credit made by the Company to you pursuant to these Lending Terms and a Loan Agreement.

“**Loan Agreement**” means the separate written agreement entered into between you and the Company in connection with each Loan, which sets forth the specific terms and conditions applicable to such Loan, including the principal amount, interest rate, repayment schedule, collateral requirements, and any other terms governing the Loan.

3. Eligibility

3.1 General Requirements

To be eligible for the Lending Services, you must first satisfy all eligibility requirements set forth in the General Terms of Service, including the creation and maintenance of an account in good standing with the Company. You must have an unrestricted account that is not subject to any suspension, limitation, or other restriction. Eligibility and loan offers are subject to change, and ongoing risk assessments may consider your account history, activity, and Lending Services repayment history. You may be prevented from obtaining new Loans through the Lending Services while you are overdue on any existing Loan.

3.2 Individual Users

If you are an Individual User, you must, in addition to the requirements of the General Terms of Service:

(a) Be at least eighteen (18) years of age (or the age of majority in your jurisdiction, if older);

(b) Be a resident of a state or jurisdiction in which the Company is authorized to provide the Lending Services;

(c) Provide such identification, financial information, and documentation as the Company may reasonably request in connection with its underwriting and compliance obligations; and

(d) Meet any additional eligibility criteria set forth in the applicable Loan Agreement.

Loans made to Individual Users are for personal, family, or household purposes only and may not be used for any business or commercial purpose. You acknowledge that Loans made to Individual Users may be subject to federal and state consumer lending laws, including, without limitation, the Truth in Lending Act (TILA), the Equal Credit Opportunity Act (ECOA), the Fair Credit Reporting Act (FCRA), and any applicable state consumer credit laws. The Company will provide you with all disclosures required by applicable consumer lending laws in connection with each Loan, including disclosures regarding the annual percentage rate (APR), finance charges, payment schedule, and other material terms. You agree to review all such disclosures carefully before accepting any Loan.

3.3 Business Users

If you are a Business User, you must, in addition to the requirements of the General Terms of Service:

(a) Be a legal entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization;

(b) Be authorized to conduct business in a state or jurisdiction in which the Company is authorized to provide the Lending Services;

(c) Ensure that the individual accepting these Lending Terms on behalf of the Business User has full authority to bind such entity;

(d) Provide such organizational documents, financial statements, and other documentation as the Company may reasonably request; and

(e) Meet any additional eligibility criteria set forth in the applicable Loan Agreement.

Loans made to Business Users are for lawful business or commercial purposes only and may not be used for personal, family, or household purposes.

4. Loan Terms and Loan Agreement

4.1 Availability of Loans

The Lending Services may include Loans made by the Company to eligible Users. The availability of Loans is subject to the Company's underwriting criteria, applicable law, and any other conditions the Company may impose in its sole discretion.

4.2 Loan Agreement

Each Loan shall be governed by a separate Loan Agreement entered into between you and the Company at the time the Loan is originated. The Loan Agreement will set forth the specific terms applicable to such Loan, including, without limitation, the principal amount, interest rate, repayment schedule, maturity date, collateral requirements, fees, and any applicable covenants or conditions. In the event of any conflict between these Lending Terms and a Loan Agreement, the terms of the Loan Agreement shall control with respect to the applicable Loan.

5. Digital Asset Collateral

5.1 Collateral Requirements

If a Loan Agreement requires you to secure a Loan with Digital Asset Collateral, you agree to pledge, transfer, or otherwise deliver such Digital Asset Collateral in accordance with the terms of the Loan Agreement and these Lending Terms. The type, amount, and valuation methodology of acceptable Digital Asset Collateral shall be determined by the Company in its sole discretion.

5.2 Collateral Storage and Custody

Digital Asset Collateral will be stored and secured with a Custodian. You acknowledge and agree that the Company may change the Custodian in its sole discretion upon reasonable notice to you.

5.3 Transfer of Collateral

Upon origination of a Loan requiring Digital Asset Collateral, you shall transfer the required Digital Asset Collateral to the designated Custodian in accordance with the instructions provided by the Company. You represent and warrant that you have full right, title, and authority to pledge such Digital Asset Collateral and that it is free and clear of all liens, claims, and encumbrances (other than the security interest granted to the Company).

6. Account Cancellation and Outstanding Obligations

The cancellation, closure, or suspension of your account with the Company, whether initiated by you or by the Company pursuant to the General Terms of Service or these Lending Terms, shall not relieve you of your obligation to repay any outstanding Loan balance, accrued interest, fees, or other amounts owed to the Company pursuant to the terms of the applicable Loan Agreement.

Following the cancellation or closure of your account, you will continue to be bound by the terms of any outstanding Loan Agreement until all obligations thereunder have been satisfied in full. The Company reserves the right to pursue all available remedies under the Loan Agreement, these Lending Terms, or applicable law to recover any amounts owed by you.

7. Termination

7.1 Termination of Lending Terms

The Company may terminate or suspend these Lending Terms or your access to the Lending Services at any time, with or without cause, upon notice to you, subject to applicable law. You may terminate these Lending Terms by providing written notice to the Company, provided that such termination shall not be effective until all outstanding obligations under any Loan Agreement have been satisfied in full.

7.2 Effect of Termination on Outstanding Loans

Termination of these Lending Terms or the General Terms of Service shall not affect the validity or enforceability of any Loan Agreement or any obligations arising thereunder. Upon termination:

(a) You will continue to be responsible for repaying any outstanding Loan balance, accrued interest, fees, and other amounts owed pursuant to the terms of the applicable Loan Agreement;

(b) The Company shall retain its security interest in any collateral securing an outstanding Loan until all obligations under the Loan Agreement have been satisfied in full;

(c) The Company may exercise any of its rights and remedies under the Loan Agreement, these Lending Terms, or applicable law to recover amounts owed; and

(d) Upon full satisfaction of all outstanding obligations, the Company will release its security interest in the collateral and return any remaining collateral to you in accordance with the terms of the Loan Agreement.