



## BFF Prime - Account Terms & Conditions Agreement

*Last update: March 17, 2025.*

This Account Terms & Conditions Agreement is effective as of March 17, 2025.

**IMPORTANT** – Please read carefully and retain this Account Terms & Conditions Agreement for your personal records.

Your UGLYCASH App Account(s) is issued and operated by BFF Prime, LLC (“BFF Prime” or “we” or “us”). If you have any questions about this notice, please contact us at [support@ugly.cash](mailto:support@ugly.cash).

### 1. Terms and Conditions

This Account Terms & Conditions Agreement (the “Agreement”) contains the rules that govern your Account with BFF Prime where appropriate.

### 2. Definitions<sup>1</sup>

An **Agent** is one whose power to withdraw from an Account comes from, or is on behalf of the Owners. Authorized signers, attorneys-in-fact, and convenience signers are examples of Agents.

A **Disclosure** is a document provided by BFF Prime that outlines all pertinent information about a product or service. A Disclosure is typically provided at Account opening and/or when a change in the terms of the account occurs.

An **Owner** is one who has the power to manage or control an Account in their own name.

**Personal Accounts** are Accounts in the names of natural persons (individuals).

**You (or Your)** refers to each Account Owner and anyone else with authority to deposit, withdraw, or exercise control over an Account. If there is more than one Owner, then these words mean each Account Owner separately and all Account Owners jointly.

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<sup>1</sup> Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

### **3. Consent to Terms and Conditions and Modifications**

By enrolling in services or applying for an Account with BFF Prime, you agree to be bound by the Terms and Conditions of the Account and any fees that may be imposed. The Terms and Conditions of your Account include this Agreement, any Disclosures we give you when you open your Account, subsequent Disclosures we provide when using additional products and services, periodic statements, user guides, our Privacy Policy, and any other Disclosure or agreement we provide to you. Continued use of your Account means you agree to these terms, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your Account balance or any linked external Accounts.

#### **Modifications**

We may amend or change any terms of this Agreement or any Account Disclosures and documents provided to you at any time at our sole discretion. Notice of the amendment or change will be provided to you as required under applicable law. If you access the BFF Prime App after this Agreement has been updated, you will be deemed to have accepted the changes.

If at any time the terms, conditions, or fees associated with your Account are not acceptable to you, you may terminate this Agreement by closing your Account after paying any fees or charges owed to us. We may cancel or suspend your Account, or other Account services or this Agreement at any time at our sole discretion for any reason.

#### **Business Days**

For purposes of these Disclosures, business days are Monday through Friday, unless stated otherwise. Federal holidays are not included.

#### **Waivers and Precedents**

Any waiver by BFF Prime must be approved in writing by an authorized representative of BFF Prime. If a waiver is approved by BFF Prime, we are not obligated to provide similar waivers in the future.

### **4. Identification Notice (USA PATRIOT ACT)**

#### **Important Information About Procedures for Conducting Transactions**

To help the government fight the funding of terrorism and money laundering activities, federal law may require us to obtain, verify, and record information that identifies each person who conducts a transaction involving the sale or exchange of virtual currencies.

#### **What this means for you**

Depending on the amount you want to transact, we may ask for your name, address, date of birth, and other information that allows us to identify you, including your passport, driver's license or other identifying documents. It is important that you keep a record of the supporting

documentation of the origin of funds and of the transactions you carry out on your own account, as it will eventually be required.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past, or we may need to update our records.

If, for any reason, any Owner is unable to provide the information necessary to verify their identity, their Account(s) may be blocked, closed, or downgraded to a Restricted Account, which may result in additional fees assessed to the Account(s).

You are responsible for the accuracy and completeness of all information supplied to BFF Prime in connection with your Account and/or Account services and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

## **5. General Terms and Conditions**

### **Who Can Use the Service**

Only individuals 18 years of age or older who can form a legally binding contract and have a valid residence in the United States can use our Services. We may impose other restrictions as well.

### **Personal Accounts**

An Account opened for personal use cannot be used for business purposes. If your Personal Account is identified as being used as a business Account, business-related transactions will be reversed, your Account privileges will be suspended, and your Account may be closed if business related activities continue. We may refuse to process any transaction that we believe may violate the terms of this Agreement, our partners' Terms of Use, or for any other reason in our sole discretion.

### **Opening an Account**

To open an Account, you must successfully complete the application through the online services, meet all of our eligibility requirements, and follow all directions we provide to open your Account. By submitting an application to open an Account, you authorize us to obtain information about you from time to time as applicable from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by applicable law.

### **Overview of BFF Prime Services**

BFF Prime is a Delaware LLC, founded in 2023, operating as a financial technology company ("Fintech"). Services provided are in-line with what is expected from modern Fintechs, including:

1. Deposits and withdrawals in stablecoins, BTC and ETH.
2. Loading funds from debit cards (“Instant Funding” or “Debit Card Deposits”).
3. Generation of rewards via UGLYCASH Earn.
4. Exchange of the balance in eUSD for the purchase and sale of BTC and ETH.
5. Deposits and withdrawals through ACH and Wire.
6. eUSD transfers between registered users of BFF Prime or BFF United.

### **Affiliated Companies**

BFF Prime is one company in our corporate group. Certain services may be provided or otherwise involve other companies in our corporate group (“Affiliates”), including but not limited to BFF United, LLC and BFF Classic, LLC. You authorize us to share any of your information with Affiliates of BFF Prime for the purpose of carrying out certain services that you request. For more information about the information we may share, please see our [Privacy Policy](#).

### **Account Balances**

You agree to maintain a positive balance and will not incur overdrafts. If you manage your Account in such a way that it results in a negative balance or becomes overdrawn, you agree to rectify the matter by transferring sufficient funds from your linked external Account to pay the overdrawn balance. Your failure to bring your Account to a positive balance could result in the temporary or permanent suspension of your Account and services. Further consequences may be enacted if you do not remedy the situation in a timely manner and may include (1) freezing your Account until the negative balance is rectified, (2) reporting your negative balance to a reporting agency, and/or (3) legal action.

### **Confidentiality**

We will disclose information about your Account or the transactions you make to third parties:

- When it is necessary to complete transactions
- To verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau or merchant
- In accordance with your written permission
- In order to comply with court, governmental, or administrative agency summonses, subpoenas, or orders
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

### **Account Closing**

If you wish to close your Account with us, you agree to withdraw all the funds from your Account. We may require you to notify us of this intention in writing. After an Account is closed, we have no obligation to accept deposits or pay outstanding items. However, we may do so at our discretion. You agree to hold us harmless for refusing to honor any item on a closed Account. If funds remain in the Account after you have notified us of your intent to close your Account, we will require you to submit your request to us in writing, and we will then return any remaining

funds to your linked external Account. All related closing fees will be deducted from the final balance. We may place limits on your Account before it is closed in order to prepare it for closing. We may refuse to close your Account if your balance or available balance is negative, if you have any pending transactions on your Accounts, you owe us any amounts under this Agreement or any other agreement we have with you, or if we reasonably believe that closing your Account would cause risk to you or us.

### **Foreign Activity**

If you have moved outside the United States or have frequent international transactions, you may be contacted about the international activity in your Account and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your Account activity. Your Account may be closed if you no longer reside in the United States.

### **Inactive and Dormant Accounts**

We may consider a Deposit Account to be inactive after a period of no Owner-initiated activity of 120 days. After the Account has been deemed inactive, we may consider a Deposit Account to be dormant, at which time it will be closed. However, if we close your Account for inactivity, state escheat laws may, depending on the length of the inactivity, require us to transfer your balance to a state agency. If this occurs, you may be able to file a claim with that agency to recover the funds.

If the Account becomes inactive or dormant, the Account will continue to be subject to any service charges in accordance with our [Schedule of Fees and Charges](#). If an Account becomes inactive, we will notify you with specific instructions on how to restore the Account to an active status without the need to make any transactions.

### **Death or Incompetence**

You or your appointed party, designee, or appointed individual agree to notify us promptly if any person with signatory rights on your Account dies, becomes legally incompetent, or incapacitated. We may continue to honor any items submitted until (i) we know of the fact of death or of a legal determination of incompetence or incapacitation and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of the death of a person with signatory rights, we may pay on items drawn on or before the date of death for up to ten (10) days after that date, unless ordered to stop payment by someone claiming an interest in the Account. We may require additional documentation to confirm any claims made on the Account.

### **Levies, Garnishments, and Other Legal Processes**

If your Account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from your Account, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment, or tax levy, we are not liable to you. Payment is made after satisfying

any fees, charges, or other debts owed to us, and we may set off against your Account balance. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy, or attachment on your Account. We may charge these expenses to your Account. Until we receive the appropriate court documents, we may continue to process transactions against your Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

### **Withdrawals from Accounts**

Unless otherwise indicated by us, anyone who is listed as an Account Owner, or is assigned Power of Attorney privileges, may withdraw or transfer all or any part of the Account balance at any time on forms approved by us or with your debit card, through bill pay, or other available services.

We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any frequency or monetary limitations. Even if we honor a nonconforming request or allow a transaction or transaction(s) to overdraw your Account, repeated abuse of the stated limitations, or regularly overdrawing your Account, may force us to close the Account. We will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

### **Deposits to Accounts**

All items deposited will be handled by us as an Agent for you. We do not accept cash. We do not accept third-party checks (checks not made payable to you). We do not accept deposits in foreign funds or checks drawn on banks outside the United States. We reserve the right to reject a deposit if it is made payable to BFF Prime or Bridge and contains no other information that might assist us in identifying the Account to which it should be deposited. We reserve the right to refuse any other type of deposit if we believe it is fraudulent, will not be paid, it is not made payable to you only, or is otherwise suspicious in nature. We will not be held liable if such action causes outstanding items to be dishonored and returned or payment orders to be rejected. Refused deposits will be returned to you.

### **Virtual account for deposit of domestic ACH transfers**

In order to transfer funds from an Account that you own or have control of at another financial institution to your Account at BFF Prime using the Automated Clearing House (ACH) Funds Transfer service, we use Bridge as a partner for such transactions, which are governed by Bridge's [Terms and Conditions](#) and [Privacy Policy](#). By using this service, you grant BFF Prime and Bridge the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution(s). You agree to your personal and financial information being transferred, stored, and processed by Bridge in accordance with Bridge's [Privacy Policy](#). ACH transactions will not be processed and accessible until the service is activated by us. Funds from these types of deposits will not be available until after the funds have settled.

In order to use this service to receive ACH wire deposits, you must comply with the following conditions: (i) Have an open and validated UGLYCASH Account; (ii) Accept all of Bridge's [Terms and Conditions](#) and [Privacy Policy](#), and; (iii) Have sufficient funds in your account to pay the cost of opening the account, the amount of which is indicated by the UGLYCASH application.

The effective crediting of domestic ACH transfer deposits in the virtual account is subject to the same being considered as a permitted transaction. For the purposes of this section, the following shall be understood as permitted transactions:

1. Transfers whose originating account is located in the United States, and the account is owned by you.
2. Transfers whose originating account is located in the United States, and the account is owned by a family member with the same last name.
3. Transfers whose originating account is located in the United States, and the account is owned by a company authorized and/or permitted by Bridge.

Moreover, depending on the type and amount of the transaction, these may be subject to a manual review and analysis process, and funds may be returned to the originating account, if necessary and at the company's discretion.

## **6. Representations, Covenants, and Warranties**

- a. You represent that you have the requisite capacity, power, and authority to execute and enter into this Agreement and any other documentation relating to this Agreement to which it is a party (each, a "Related Agreement") and to perform its obligations under this Agreement and each Related Agreement;
- b. You covenant to provide BFF Prime with any information required by us to satisfy our regulatory and compliance obligations;
- c. You represent that you have not and covenant not to misrepresent any information to BFF Prime or any other financial institution.
- d. You covenant that you will not use the BFF Prime App for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities or any prohibited market practices.
- e. You covenant at all times comply with all relevant law, including but not limited to the law of your domicile and the United States.
- f. You represent that neither you nor any of the people you transact with are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

## 7. Prohibited Activities

In connection with your use of the BFF Prime App, you hereby agree that you will not:

- a. violate (or assist any other party in violating) any law, statute, ordinance, or regulation;
- b. defraud (or assist in the defrauding of) us or other users;
- c. provide false, inaccurate, or misleading information;
- d. take any action that interferes with, intercepts, or expropriates any system, data, or information;
- e. partake in any transaction involving the proceeds of illegal activity;
- f. engage in any activity that may be in violation of the Bank Secrecy Act, regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control, or other relevant financial regulations;
- g. transmit or upload any virus, worm, or other malicious software or program;
- h. attempt to gain unauthorized access to other BFF Prime App Accounts, the UGLYCASH website, or any related networks or systems;
- i. conduct transactions with the BFF Prime App on behalf of (or as a strawman for) any individual who is not you or otherwise act as an intermediary between Company and any third parties; or
- j. collect any non-public user information from other users, including, without limitation email addresses, phone numbers, and other personally identifiable information.

## 8. Funds Availability Policy

This policy statement applies to all deposit accounts.

### Your Ability to Withdraw Funds

Your ability to withdraw funds that you have deposited to your Account will be determined by this policy. This policy may be amended upon notice to you as required by law. This policy governs ACH / Wire deposits into all UGLYCASH accounts with BFF Prime.

Our policy is to delay the availability of funds that you deposit in your account except for those that require same day availability – see below.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. **Certain deposit and withdrawal features described in this Funds Availability Policy may not be available on all Accounts.**

### Business Days

Our business days are Monday through Friday. Holidays are not included.



## **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. If you make a deposit on a business day that we are open, we will consider that day to be the business day of your deposit. However, if you make a deposit on a business day we are not open for reasons outside our control, such as an interruption or communications or computer or other equipment facilities; a suspension of payments by another bank; a war; or an emergency condition beyond our control, we will consider that the deposit was made on the next business day we are open.

The length of the delay in availability varies depending on the type of deposit as explained below.

### **Electronic payments**

Electronic payments are available one business day after the bank receives (1) payment in actuality and finally collected funds; and (2) information on the account and amount to be credited. **\*\*NOTE:** In an ACH debit transfer, the originator orders another account to be debited and the originator's account to be credited. ACH debit transfers are not electronic payments under Regulation CC; therefore, they are not subject to this Funds Availability Policy, and availability may be delayed for a reasonable time.

### **Other Rules:**

#### **Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day requested by the sender.

### **Limitation of liability for sending "Sobrecito"**

You may use the "Sobrecito" feature to send money to recipients outside the App by generating a personalized link, which can be shared through instant messaging media, as well as other social networking platforms. The "Sobrecito" link is encrypted and unique to each transaction, and will automatically expire 7 days after it is issued without being claimed. You may also cancel the envelope from within the application at any time, unless the envelope has already been claimed by the recipient.

The amount of money sent via "Sobrecito" can only be claimed by individuals who download the application and meet the admission criteria and verification procedure for registering an account, as per the Terms and Conditions applicable to their respective jurisdiction.

BFF Prime shall not be held liable for any claims arising from the "Sobrecito" feature being claimed by an unintended recipient. When using the "Sobrecito" feature, you have the sole responsibility for the correct handling and usage of the "Sobrecito" link created, including

ensuring that it is shared only with intended recipients, and that the recipient must comply with the above conditions.

## **9. Electronic Funds Transfer Disclosures**

We offer Account services that may be considered EFTs, which include, but are not limited to the following:

- ATM Transactions
- ACH and Wire Transactions<sup>2</sup>
- Transfers initiated through the BFF Prime App

This EFT Disclosure, as required by Federal Regulation E - Electronic Fund Transfer Act provides information that describes your rights and responsibilities regarding these services. Electronic Funds Transfers are services that we can provide, assuming that you specifically request and arrange them and qualify for the service.

### **Preauthorized Electronic Funds Transfers**

You may arrange to have certain recurring payments automatically deposited (credited) to your Account. Examples of this service include, but are not limited to the direct deposit of Social Security and other government payments or the direct deposit of your payroll. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can verify the availability of your deposit by viewing the transaction details on your BFF Prime App Account or by contacting us.

You may arrange to have certain recurring withdrawals automatically paid (debited) from your Account. For example, you may arrange to have insurance premiums paid automatically.

These preauthorized transfers are governed by federal regulations pertaining to EFT services that entitle you to certain protections. Requests for these services must be authorized by you, in writing, to the originator of the transaction prior to becoming effective.

### **Right to Stop Payment of Preauthorized Electronic Funds Transfers**

If you want to permanently revoke an EFT (either debit or credit) you authorized from a third party, you will need to first send written instructions to the originating third party to cancel your ACH transfer.

If you have authorized regular payments out of your Account, you can stop any of these payments by notifying Customer Service by telephone or email. If you notify us by telephone, you may be required to confirm the information provided in writing to us at [support@ugly.cash](mailto:support@ugly.cash).

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<sup>2</sup> ACH Transactions may include, but are not limited to direct deposits, pre-authorized withdrawals, and online transfers.

Your request must include your Account number, the name of the payee, the amount of the item to be stopped, and the date the payment was scheduled to be made. This request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If your request is by telephone or email, we may also require you to put your request in writing and ensure that it is received by us within fourteen (14) days after your call or email.

You are subject to the general rules of [Stop Payments](#) in this Agreement.

## **10. Stop Payments**

If you request that we stop payment on any preauthorized transfer according to the requirements above, and we fail to do so, we will be liable for your proven loss or damages, unless:

- You failed to give us enough information, proper instructions, or sufficient time to act on the stop payment or
- We do not receive written confirmation of your telephone or email request to stop payment within fourteen (14) calendar days, and the preauthorized transfer occurs after the fourteen (14) calendar days.

In any case, we will only be liable for actual proven damages if the failure to stop payment on your transaction resulted from an error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer despite your valid and timely stop order request, we may recredit your Account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee.

Additionally, if you want to permanently revoke a recurring preauthorized EFT, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer. We may ask you to provide us with a copy of your letter to the originating third party and sign an affidavit revoking authorization.

### **Our Liability for Failure to Complete an Electronic Fund Transfer**

If we fail to complete an EFT transaction on time or in the correct amount when properly instructed by you, we will be liable for damages caused by our failure unless:

- There aren't sufficient funds in your Account to complete the transaction through no fault of ours.
- The funds in your Account aren't available at the time the EFT posts to your Account.
- The funds in your Account are subject to legal process.
- The ATM system has insufficient cash to complete the transaction.
- We have a reason to believe that the transaction requested is unauthorized or otherwise violates the terms of this Agreement.
- The failure is due to an equipment breakdown that you knew about when you started the transaction at an ATM or merchant terminal.

- You attempt to complete a transaction at an ATM or merchant terminal that is not a permissible transaction listed above.
- The transaction would exceed security and/or transaction limitations on the use of your Account.
- We have a reason to believe that the transaction requested is in violation of applicable law or violates the rights of another person.
- Your account is restricted or frozen.

In any case, we will only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.

### **Unauthorized Transfers or Account Logins**

Tell us immediately if you believe that an EFT has been made without your permission, or another person has unauthorizedly logged in to your personal account. Contacting us by phone or email is the best way to keep your potential losses down.

If you tell us within two (2) business days after you learn of the loss or theft of your PIN, you can lose no more than \$50 if someone used your PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by code or other means, tell us at once. If you do not tell us within sixty (60) days after your Account statement is made available to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances kept you from telling us, we may extend the time periods at our sole discretion.

You may be required to confirm the information provided over phone or email in writing. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

### **Errors or Questions and How to Contact Us**

In case of errors or questions about your EFTs, you agree to promptly contact Customer Service by telephone +1 844 735 0769 or by email at [support@ugly.cash](mailto:support@ugly.cash). You may be required to confirm the information in writing within ten (10) business days. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

If you believe an EFT transaction was processed in error or was unauthorized or if you need more information about a transfer listed on your statement or receipt, you must contact BFF Prime no later than sixty (60) days after the problem or error first appeared on your statement.

In your communication with us, please provide the following information:

- The Account name, and Account number, a description of the suspected error or the transfer about which you are unsure, why you believe there is an error, or why you need more information
- The dollar amount of the suspected error
- The date of the suspected error

When we receive your dispute notification, we will advise you of the status of our investigation within ten (10) business days. In all cases, we will correct any error promptly.

If we need more time to investigate your question or complaint, we may take up to 45 calendar days for ATM transactions (other than international transactions) and ACH transactions. For errors involving new Accounts (an account that was first funded within 30 days prior to the error), point-of-sale transactions, or foreign initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. If this is necessary, we will provisionally credit your Account for the amount you believe is in error within ten (10) business days of your original complaint or question. If we do not receive written confirmation of your questions or complaint within ten (10) business days, we may decide not to provisionally credit your Account.

For errors involving new Accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

We will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If provisional credit was given, and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s). You will have access to those funds for five (5) business days, and then we may deduct those amounts from your Account without further notice.

### **Fees and Charges**

You will pay any applicable fees and charges we assess for other electronic services that you select. Applicable fees will be deducted from your Account and listed on your Account statement. These charges and fees are assessed in accordance with our [Schedule of Fees and Charges](#).

## **11. UGLYCASH Earn**

### **General Rewards**

The eUSD balance you maintain in your account will generate rewards, which are calculated using the reward rate and will be continuously credited to your eUSD account balance. You can view the most recent applicable rates directly in your account from the main screen of the UGLYCASH app. The rewards calculated using the rate are automatically credited to your eUSD account balance without requiring any action on your part.

The Company reserves the right to modify the reward rate at any time and for any reason, by providing notice through the available electronic communication channels (including email). We also reserve the right to add, change, or remove any provisions of these terms and conditions related to rewards and to terminate your participation in the reward benefit at any time by providing notice as previously stated and in accordance with the Section [Account Suspension and Closure](#).

### **Rewards Issued as RSR**

Once you go to the “BONUS RSR” section of the application for the first time, and moving forward, the eUSD balance you maintain in your account will also generate rewards in the form of RSR tokens, calculated based on the average eUSD balance you maintain in your account over the past week, according to the applicable RSR reward rate in the UGLYCASH app. These rewards will only be issued every Friday, and will be available in the “BONUS RSR” section within the app.

Additionally, you may withdraw the RSR tokens (via a transaction using the Ethereum network) or convert them into your main eUSD account balance. The issuance of these rewards does not replace or affect any other benefits or rewards that your eUSD balance generates continuously; both rewards coexist without exclusion.

The applicable RSR reward rate is set internally and published on the screen of the previously mentioned “BONUS RSR” section. The Company reserves the right to modify the RSR reward rate at any time and for any reason, by notifying you through the available electronic communication channels (including email). Likewise, we reserve the right to add, change, or remove any provisions of these terms and conditions related to Rewards Issued as RSR, as well as to terminate your participation in the reward service at any time, by providing notice as stated in the previous paragraph and in accordance with the Section [Account Suspension and Closure](#).

## **12. Rewards Program**

### **Acceptance of Terms**

By participating in the Rewards Program or making an Eligible Transaction, you acknowledge that such participation is subject at all times to this Agreement, including these Rewards

Program terms, and you agree to be bound by them. If you do not accept these in their entirety, you may not participate in the Rewards Program, although the ordinary use of the account will continue to be allowed.

### **Rewards Program Overview**

The Rewards Program enables you to earn rewards as a credit to your account balance (a “Program Reward”) for completing eligible challenges presented to you in the app.

### **Modification or Changes to Rewards Terms or Rewards Program; Cancellation**

The Rewards Program, these Rewards Terms, and any aspect thereof are subject to change or cancellation by UGLYCASH at any time, with or without notice to you. UGLYCASH may amend or update these Rewards Terms at any time by posting a revised version here or through other communications. By continuing to participate in the Rewards Program after such changes, you are indicating that you accept modifications or changes to the Rewards Program.

### **Eligibility**

You may only participate in the Rewards Program and make Eligible Transactions if you:

- Knowingly and willingly sign up to be an UGLYCASH customer using a valid referral code;
- Pass all relevant customer identification and screening as required by us;
- Comply with our E-Sign Act Consent Agreement, Terms & Conditions, Privacy Policy, and ACH Authorization Agreement; and
- Comply with all other conditions or requirements as communicated by us.

We have sole discretion to determine if you are eligible to participate in the Rewards Program and may suspend, restrict, or otherwise terminate your access to the Rewards Program at any time, with or without notice to you.

### **Your Responsibilities and Use Restrictions**

Your account must be in good standing at all times, and you agree not to do any of the following in connection with your participation in the Rewards Program:

- Attempt to or maintain more than one UGLYCASH Account;
- Interact with any third parties (which includes modifying or accessing data from such third party) if such third party has not consented to such action;
- Spam or use any automated vulnerability tools that may generate large traffic volume;
- Exploit any vulnerabilities you discover in any way for any reason, including exploitation of any data uncovered by way of such vulnerability;
- Engage in social engineering (including “phishing”) of UGLYCASH staff or contractors, or otherwise;
- Violate any other applicable laws or regulations, including those prohibiting unauthorized access to data;
- Disclose any personal, financial, or location information publicly; or
- Violate any other use restriction contained in the UGLYCASH Terms & Conditions.

You agree to do all the following in connection with your participation in the Rewards Program:

- Inform us as soon as possible upon discovery of any error, vulnerability, or other bug (“**Errors**”) whether such Errors are outside the scope of the Rewards Program or not; and
- Avoid disruptions to others, including but not limited to unauthorized access to or destruction of data, theft, and interruption or degradation of our services.

### **Eligible Transactions**

*(a) General Transactions.* A list of eligible transactions will be available in the app but may include:

- Adding funds to the app.
- Sending money to another user in LATAM.

Eligible transactions must be completed during the Rewards Period (defined below) where the transaction has been settled and not subject to any returns, chargebacks, or other cancellations (“**Eligible Transactions**”). For each Eligible Transaction, you will receive a credit balance towards earning a Reward. You will be able to track your Eligible Transactions in the App.

*(b) Ineligible Transactions.* Any of the following (collectively, “**Ineligible Transactions**”) are not Eligible Transactions and will not count towards your earning of a Program Reward:

- i. Eligible Transactions cannot be combined, accrued or transferred from multiple Accounts or other sources into a single Account.
- ii. Any purchase or transaction that is reversed including without limitation, by ACH return (as that term is defined under the NACHA Rules) or is canceled, disputed, reversed, or otherwise rejected for any reason.
- iii. Transactions that are not considered eligible purchases, including but not limited to: balance transfers; cash advances or cash-like transactions; traveler's checks, foreign currency, money orders, or wire transfers; lottery tickets, casino gaming chips, racetrack wagers or similar betting transactions; any checks that access your account; interest charges; unauthorized or fraudulent charges; and fees of any kind, including an annual fee, if applicable.

*(c) Disclaimer.* UGLYCASH is not responsible for attempted transfers that are not processed for any reason. There are no restrictions on the number of qualified Eligible Transactions, except for ordinary transaction limitations on your Account, you can submit in accordance with these Rewards Terms. UGLYCASH’s team may review Eligible Transactions on a regular basis. UGLYCASH retains sole discretion in determining which transactions qualify as Eligible Transactions according to these Rewards Terms.



## **Rewards**

(a) Rewards Period. The period in which your Eligible Transactions count towards earning a Bonus begins upon the date of your successful sign-up using your referral code and continues for 15 calendar days, or such other time period applicable to any Rewards as detailed in our App (“**Rewards Period**”). All Eligible Transactions must be completed within the Rewards Period.

(b) Rewards. Within the App we will indicate to you the amount (or value) of Eligible Transactions required, along with the applicable Rewards Period, that must occur for you to earn a Reward. If a Reward is earned, it will be provided as a credit into your UGLYCASH Account.

(c) Timing. Please ensure that your Account is in good standing and not dormant, canceled, or closed to allow us to deposit any applicable Reward to your Account. We may delay disbursing a Reward for a variety of factors, including without limitation: (i) the number of Rewards we need to process; (ii) the completeness of any additional documentation we may request to process the Reward; and (iii) other circumstances that may delay disbursements.

(d) Restrictions.

i. WE MAY IMPOSE RESTRICTIONS ON ELIGIBILITY FOR REWARDS PROGRAMS. THEREFORE, UNLESS STATED OTHERWISE IN THE APP, EACH USER WILL ONLY BE ELIGIBLE TO RECEIVE ONE REWARD FOR THE DURATION OF THE APPLICABLE REWARD PERIOD REGARDLESS OF THE NUMBER OF ELIGIBLE TRANSACTIONS COMPLETED BY YOU.

ii. The granting of any Reward as part of the Rewards Program is within UGLYCASH’s sole discretion and all decisions related to the Rewards Program are final and unappealable. We may delay, suspend, or restrict any Rewards if we reasonably determine that such action is necessary to comply with applicable law or our internal compliance standards.

## **Tax Information**

You are responsible for and must pay all state, federal, foreign or other taxes with respect to any consideration paid to you as a result of participating in any Rewards Program. By participating in any Rewards Program, you hereby release and indemnify us from any liability for any such taxes. We may require you to provide certain tax information in order for you to participate in a Rewards Program. The information you provide may include identifying information including your name, location, Tax ID number and tax status. Failure to provide us with accurate or properly completed tax forms may result in the withholding of tax on Rewards made by UGLYCASH or your ineligibility to participate in the Rewards Program or Rewards. Importantly, any tax form provided to UGLYCASH must be submitted in the manner either provided by UGLYCASH including, without limitation, a signature certifying the accuracy of the IRS Form, such as the W-8 or W-9, or as reasonably acceptable to UGLYCASH.

## **Consequence of Violating Rewards Terms**

If you violate these Rewards Terms, you may be prohibited from participating in the Rewards Program and future or current UGLYCASH programs or services. Additionally, any violation of these Rewards Terms may result in any Eligible Transactions that you have provided may be deemed to be ineligible for a Reward.

### **Receipt of communications from Agents**

By opting in to the Rewards Program, you consent to the processing of your contact information by Agents authorized by UGLYCASH for assistance with the Rewards Program. These Agents may access your progress in the challenges solely to facilitate your completion of Eligible Transactions under the program.

### **Termination**

UGLYCASH shall have the right, at its sole discretion, to terminate this Rewards Program immediately with or without cause. In addition, these Rewards Terms and the Rewards Program shall terminate automatically upon any termination of the UGLYCASH Terms & Conditions between you and UGLYCASH.

### **Miscellaneous**

UGLYCASH's failure to enforce any right or provision of these Rewards Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of UGLYCASH. Except as expressly set forth in these Rewards Terms, the exercise by either party of any of its remedies under these Rewards Terms will be without prejudice to its other remedies under these Rewards Terms or otherwise.

## **13. PIN, and Passcodes**

### **Passcode**

You will be prompted to establish a 4 digit passcode, otherwise known as login credentials, during your BFF Prime enrollment. Depending on your mobile application settings, you may be required to enter your full 4 digit passcode for subsequent logins to the BFF Prime App to view your Account(s), and other BFF Prime services. Your BFF Prime 4 digit passcode may be changed at any time after you've signed in to your mobile app session by following the steps for resetting your 4 digit passcode, which is available in settings. BFF Prime encourages all customers to secure their BFF Prime App by using advanced security (e.g., facial recognition).

Your login credentials and PIN are identification methods that are both personal and confidential. It is a security method by which we help you maintain the security of your Account. Your login credentials are another security method that maintains the security of your Account and the transactions you process through the BFF Prime App.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your login credentials, PIN and/or other access devices. Furthermore, you agree that you will not:

- Reveal your login credentials, PIN, or any other access device information to anyone
- Write your PIN or login credentials for your mobile app down
- Leave your mobile or other device unattended after you have logged on

## Truth in Savings

- There is no minimum opening deposit requirement to open a BFF Prime Account.
- There are no maintenance fees on BFF Prime Accounts.
- There is no minimum balance required.

## Transaction Limits

The Deposit or Restricted Account is subject to all the limitations set forth in this Account Terms & Conditions Agreement. In addition, the following transaction limits apply for the Deposit Account:

<b>Transactional limit</b>	<b>Amount</b>
<b>ACH/Wires transfers</b>	<i>2,000 USD per transaction</i>
<b>Daily/Weekly/Monthly Limit ACH/Wire transfers</b>	<i>2,000 USD Daily / 10,000 USD Monthly</i>
<b>Incoming ACH/Wires</b>	<i>No limits</i>
<b>Daily/Monthly Stablecoin Withdrawals</b>	<i>10,000 USD Daily / 10,000 USD Monthly</i>
<b>Daily/Monthly Stablecoin Deposits</b>	<i>No limits</i>
<b>Daily/Monthly BTC/ETH Withdrawal</b>	<i>10,000 USD Daily / 10,000 USD Monthly</i>
<b>Daily/Monthly BTC/ETH Deposits</b>	<i>No limits</i>
<b>P2P(Transfers) to app users</b>	<i>2,000 USD per transaction</i>
<b>Daily/Monthly P2P(Transfers) to app users</b>	<i>2,000 USD Daily / 10,000 USD Monthly</i>
<b>Weekly / Monthly Instant Funding</b>	<i>500 USD Weekly / 2,000 USD Monthly</i>

## Fees

Fees are charged in accordance with our fees outlined below. If we assess a fee for any other service or make a change to our [Schedule of Fees and Charges](#), we will let you know in advance.

To the extent you access our Services through a mobile device, your wireless service carrier's charges, data rates, and other fees may apply.

## 14. Schedule of Fees and Charges

Activity	Description of Fee
Overdraft Fee	<i>No charge</i>
Returned Item Fee	<i>\$10</i>
Stop Payment Fee	<i>No charge</i>
Domestic Incoming Wire Fee	<i>No charge</i>
International Incoming Wire Fee	<i>No charge</i>
Debit Card Deposits (“Instant Funding”)	<i>No charge</i>
Stablecoin Withdrawals - Ethereum(ERC20)	<i>\$5</i>
Stablecoin Withdrawals - Tron(TRC20)	<i>\$3</i>
Stablecoin Withdrawals - BSC(BEP20)	<i>\$0.30</i>
Stablecoin Withdrawals - Polygon	<i>\$0.00</i>
Stablecoin Withdrawals - Base	<i>\$0.00</i>

### Rights to Set Off

If you owe us any amount, you give us a security interest in your BFF Prime Account. You also give us the right, to the extent not prohibited by law, to set off against your funds to pay the amount owed to us. You agree that the security interest you have given us is consensual and is in addition to our right to set off. If we exercise our right to set off, we will notify you to the extent required by law.

### Taxes

You are responsible for reporting any required Account information to tax authorities and paying any taxes related to your Account.

### Severability

If any provision of these terms is found unenforceable, then that provision will be severed from these terms and not affect the validity and enforceability of any remaining provisions.

## 15. Dispute Resolution

### Governing Law

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the city of San Francisco, CA.

### Disputes

If a dispute arises between you and BFF Prime, our goal is to learn about and address your concerns, so please send a message to [support@ugly.cash](mailto:support@ugly.cash). If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly.

**Please read these terms 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 exceptions) that you submit claims you have against us binding and final arbitration. Furthermore, the following will apply:**

- **You will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative actions or proceeding**
- **You will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis**
- **You may not be able to have any claims you have against us resolved by a jury or in a court of law**

### Arbitration

**This section affects your rights. Please read carefully before agreeing to these Terms.**

To resolve disputes in the most expedient and cost-effective manner, you and BFF Prime agree that any dispute arising in connection with our services will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief on an individual basis that a court can award.

Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of our services, whether based in equity, contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of our services. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of these Terms.

**You understand and agree that, by entering into this Agreement, you and BFF Prime are each waiving the right to a trial by jury or to participate in a class action in court or in arbitration.**

We both agree that nothing in this Agreement will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, or (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available.

Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be settled by arbitration in San Francisco, CA, to be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The determination of the arbitrator in such proceeding shall be final, binding and non-appealable, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to reimbursement for costs and reasonable attorneys' fees. If there is any inconsistency between any term of the JAMS Rules and this Agreement, this Agreement will control.

Any arbitration hearings will take place at a location to be agreed upon in San Francisco, CABFF Prime may choose whether the arbitration will be conducted:

- Solely on the basis of documents submitted to the arbitrator;
- Through a nonappearance based telephonic hearing; or
- By an in-person hearing as established by the JAMS Rules.

All aspects of the arbitration proceeding and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of both you and us.

**You and BFF Prime agree that each may bring claims against the other only in your or BFF Prime's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.**

You agree that the enforceability of these arbitration provisions will be determined by the arbitrator as provided in the JAMS Rules. You agree that the arbitration provisions of this Agreement in effect at the time of demand or action, and not the time of your or our alleged injury, will be the provisions that will be applied by the arbitrator or a court.

Except as otherwise agreed by the parties above, you agree that any claim that you have against us must be resolved by a court located in San Francisco, CA. You agree to submit to the personal jurisdiction of the courts located in San Francisco, CA, for the purpose of litigating or arbitrating any claim.

## **Contact Information**

BFF Prime wants to hear your comments, concerns, suggestions, or questions. Email us at [support@ugly.cash](mailto:support@ugly.cash).

## **16. Account Suspension and Closure**

We may cancel your account or restrict your access to any of our services at any time and for any reason, including a violation of this Agreement. We may add, remove, suspend, discontinue, terminate, or impose conditions on any of the services we offer for any reason.

If your account is closed due to failure to respond to requests from Customer Service or Compliance teams, failure to verify your identity, a court order, a violation of the terms of this Agreement, or any activity harmful to BFF Prime, this may result in the loss or confiscation of your stablecoins or other cryptocurrencies. The Company may also temporarily suspend access to your account in the event that a technical issue causes a system disruption or errors in the account until the issue is resolved.

You may terminate this Agreement at any time by closing your account through written communication via our support systems. We reserve the right to restrict or deny redemptions or transfers from your account if (i) your account has been suspended or unilaterally closed by us in accordance with this Agreement, or (ii) doing so is prohibited by law, a court order, or if we determine that the stablecoins were obtained fraudulently.

Upon the closure or suspension of your account, you authorize the Company to cancel or suspend any pending transactions and forfeit all ownership rights and claims against the Company related to any type of stablecoins or other cryptocurrencies. If you or the Company terminate this Agreement or your access to UGLYCASH, you remain responsible for all activities conducted with your account while it was active and for any amounts owed under this Agreement.

If you need to close an account on behalf of a deceased user, please contact [support@ugly.cash](mailto:support@ugly.cash).