MetaMask Card

EU+UK Terms and Conditions

Dated: 1 May 2026

These Terms and Conditions (the "Agreement") constitute a legal contract between you ("Customer") and Baanx.com Ltd[1] (together with its affiliates, "Baanx", "we") governing your use of the MetaMask Card (the "Card") and the associated services provided by Baanx as described in this Agreement (the "Services"). In this Agreement, "you" or "your" means the person or persons who have received the Card and who are authorized to use the Card under this Agreement. "We," "our" "us", or "Program Manager" means Baanx. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

This Agreement applies to your use of the Card only. It does not apply to your use of MetaMask wallet software, which is subject to separate terms and conditions as set forth here https://metamask.io/terms-of-use.

1. The MetaMask Card

The MetaMask card (the "Card") allows users to spend the value accessible through a self-custody MetaMask wallet that they link to their Card. The Card is a debit card that can be used for online or in-store purchases at merchants who accept Mastercard payment cards as a form of payment.

The Card is not a credit card. The Card is not a gift card. The value maintained in your Linked Wallet (as defined below) and accessible using the Card will not expire, regardless of the expiration date on the front of your card. There are no overdraft or credit features associated or available in connection with the Card, including any such features that are extended as a result of insufficient funds.

The Card is offered through a collaboration between us and Monavate Ltd and UAB Monavate. Monavate Ltd is a company incorporated under the laws of England and Wales with registered company number 12472532. Our registered address is The Officers Mess Business Centre Royston Road Duxford, Cambridge, CB22 4QH ("**Monavate**"). Monavate acts as the regulated card issuer.
Monavate Limited is authorised by the Financial Conduct Authority ("**FCA**") (registration number 901097) to issue electronic money and provide payment services.
How to contact Monavate: You can contact us b**y email**: info@monavate.com; or **by writing to**:

Monavate Cambridge
The Officers' Mess
Royston Road, Duxford
Cambridge, CB22 4QH

[1] On 1 May 2026, the contracting entity under this Agreement was changed to Baanx.com Ltd.

AND

UAB Monavate a company incorporated under the laws of Lithuania with entity code: 305628001. Our registered address is Konstitucijos pr. 21a, LT-08130, Vilnius ("Monavate".

UAB Monavate is authorised by the Bank of Lithuania ("**BOL**") (authorisation code: LB002139) to issue electronic money and provide payment services.
How to contact us: You can contact us by **email**: info@monavate.com or by **writing to**:

UAB Monavate
Konstitucijos pr. 21a
LT-08130
Vilnius

We act as the card program manager and rely on a variety of third party service providers with respect to the card program, as further described in the Section titled "Third Party Service Providers" below.

The MetaMask Card comes in two varieties – a virtual card and a physical card. One type of physical card is known as the Metal Card. The virtual card is accessible to users when they log in to their account through the Metamask mobile application or a web browser and access the MetaMask card dashboard. The MetaMask card dashboard contains the details of the virtual card and allows users to manage certain Card settings, such as their spending limit, as described in more detail herein. The Metal Card is a physical card available to users that sign up for a premium Metal tier subscription. The terms and conditions for the premium subscription are in the "Metal Tier Subscription Terms" attached to this Agreement at Schedule B.

2. Opening an Account

Eligibility. You represent and warrant that you are at least 18 years of age (or the age of majority in your state of residence), that you are capable of entering into a legally binding agreement, and that you in an eligible jurisdiction . Your right to use the Card and the Services is conditioned upon your acceptance and compliance with this Agreement and successfully completing the customer onboarding process described below.

Onboarding. Eligible users must have a MetaMask wallet in order to open an account (a "Card Account") and obtain a Card. To learn how to get a MetaMask wallet, please visit metamask.io. Eligible users with a MetaMask wallet can navigate to https://card.metamask.io to enter the onboarding flow administered by us. The onboarding flow involves an identity verification process, which is described below.

Governing law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. When you apply for a Card, we will ask you to provide certain identifying information, including your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel your Card. In addition, crypto assets and funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to reject transactions that may involve any such crypto assets or funds.

We process your personal information in accordance with our Privacy Policy https://www.monavate.com/privacy-policy. Your personal information is never shared with MetaMask.

Once your identity has been verified and you have been approved for a Card Account, you may link your MetaMask wallet to your Card Account (a "Linked Wallet") and begin using the Card as set out in the Section entitled "Using the Card" herein.

3. Card Setup and Management

Supported Networks. The Card program is intended to support multiple networks ("Supported Networks"). A list of Supported Networks is attached hereto as Schedule C. This means that you must ensure that the Supported Network you intend to use for Card transactions is an enabled network in your Linked Wallet.

Supported Assets. A list of the current spendable assets using the Card (the "Supported Assets") is set forth in Schedule D attached hereto. In order to make purchases with the Card, a balance of one or more of these assets on a Supported Network must be credited to your Linked Wallet. Your spending power will increase whenever you increase the balance of Supported Assets that are credited to your Linked Wallet on your selected Supported Network , subject to the spending limit that you have put in place at any given time and any maximum transaction amounts as set forth in the Section entitled "Using the Card" herein.

Spending Limit. You may set a limit on the value of Supported Assets that may be transferred from your Linked Wallet in connection with Card purchases. You may adjust this limit at any time using the tools accessible through the MetaMask mobile application or web dashboard. You will not be able to use the Card to make purchases or cash withdrawals that exceed the spending limit you have set at the time of the transaction. In addition to the spending limit that you set, there may be daily spending limits set by the Program Manager in its sole discretion.

Card Management. The MetaMask mobile application or web dashboard contains a link to a MetaMask Card Dashboard that allows you to: freeze your card, manage your spending limit, add and remove approved accounts, add your virtual card to your digital wallet, view and download your transaction history, and manage your spending preferences. For more information regarding these Card management abilities, please visit https://support.metamask.io/manage-crypto/metamask-card/managing/.

During the initial card setup within the MetaMask mobile application or web dashboard you will be prompted to bridge assets to a Supported Network and to set a spending limit. For instructions on how to bridge assets to a Supported Network and set a spending limit, please see https://support.metamask.io/manage-crypto/metamask-card/funding/.

4. Using the Card

Once setup is complete, you may begin using your Card to make purchases wherever Mastercard is accepted. You may use your Card details directly online and you may add your card to digital wallets such as Apple Pay or Google Wallet. These Card details are accessible in the MetaMask mobile application or web dashboard in the MetaMask card dashboard.

Purchases. When you initiate a purchase transaction using your Card, you are authorizing us, or a third party service provider engaged by us, to call a function on the selected Supported Network to transfer assets with a value equal to the purchase transaction plus all associated fees from your Linked Wallet. Those assets are converted to fiat and deposited into a Card Account maintained with Monavate. The balance in the Card Account will be drawn against to process Card transactions. Once a purchase transaction has been initiated, it cannot be canceled.

Cash Withdrawals. You may use your Card to make a cash withdrawal at any Automated Teller Machine ("ATM") that accepts the Card, or to obtain cash back at merchants or banks that have agreed to provide cash back at POS terminals that accept the Card. All ATM withdrawals are treated as cash withdrawal transactions and are subject to the maximum transaction amounts set forth below. We may limit the amount of any individual ATM withdrawal, and merchants, banks, and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal made at an ATM in the amount disclosed in the "Schedule of Fees and Charges" (Schedule A). You may also be charged fees by ATM operators or fees associated with payment networks used when you make a cash withdrawal using your Card.

In order to make a cash withdrawal or PIN point of sale purchase using your Card you will need a Personal Identification Number ("PIN"). You will be issued a PIN by Baanx. You should keep your PIN secure. If you believe anyone has gained unauthorized access to your PIN, you should contact us immediately using our contact information set forth in the Section entitled "Keeping Card Safe."

Maximum transaction amounts. Except as may be provided in terms herein applicable to premium subscriptions or other promotions, the applicable maximum transaction amounts are set forth in this section. Any discrete purchase using the Card will be subject to a maximum purchase amount equal to the lesser of (i) the then current spending limit you have set for your Linked Wallet, (ii) the then current value of supported assets maintained using your Linked Wallet, or (iii) £10,000, subject to a daily aggregate purchase limit of £15,000. Any discrete withdrawal transaction at an ATM will be subject to a maximum withdrawal amount equal to the lesser of (i) the then current spending limit you have set for your Linked Wallet, (ii) the then current value of supported assets maintained using your Linked Wallet, or (iii) £1,000 subject to a daily aggregate withdrawal limit of £1,000.

Insufficient funds. If you attempt to make a purchase or cash withdrawal using the Card for an amount that exceeds the applicable maximum transaction amount, the attempted purchase or cash withdrawal will be declined.

Shortfalls. In the unlikely event that a purchase or cash withdrawal transaction is completed, but the value of the supported assets maintained in your Linked Wallet is insufficient to cover the entire purchase or cash withdrawal amount plus associated fees (a "Shortfall"), you are responsible for reimbursing the amount of the Shortfall plus any corresponding transaction fees unless the Shortfall is attributable to an error by the merchant. You agree that once we notify you of any such Shortfall that we may transfer assets with a value equal to the amount of the Shortfall from your Linked Wallet.

Authorization Holds. You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled "Recurring Transactions." When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM or from a bank teller, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and will cause a transfer of assets equal to the value of the authorized transaction plus any applicable fees from your Linked Wallet. If you then fail to make a purchase after authorizing a transaction, we will return to your Linked Wallet the assets transferred from the Linked Wallet in connection with the authorization less any fees or costs incurred by us. Certain merchants may put a hold on your card for additional amounts pending final settlement of a bill, such as a hold placed by a hotel pending a final bill. With respect to your authorization of such a hold, we will cause a transfer of assets equal to the value of the authorized transaction plus any applicable fees from your Linked Wallet, and those assets will not be available to you for other purposes until settlement of the final bill. At that time, your Card will be charged for the correct amount of the final transaction and any excess assets will be released from the hold and returned to your Linked Wallet less any fees incurred by us.

Recurring Transactions. You may use your Card for recurring transactions, but you are responsible for monitoring the balance of supported assets in your Linked Wallet to ensure that you have sufficient value available to cover such recurring transactions. "recurring transactions" are transactions that are authorized by you in advance to be charged to your Card at regular intervals.

International Transactions. If you initiate a transaction in a currency or country other than the currency or country in which your Card was issued, you will be charged a fee on the transaction (including credits and reversals) as set forth in the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. This fee is in addition to the currency conversion rate. If the transaction is in a currency other than the currency of the country in which your Card was issued, the merchant, network, or card association that processes the transaction may convert the transaction (including credits and reversals) into the currency of your Card in accordance with its policies and rates in effect at the time of the transaction. If Mastercard converts the transaction, it will establish a currency conversion rate for this convenience using a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date. Neither Baanx nor Metamask will charge an additional currency conversion fee.

Unauthorized Transactions. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way.

You agree to exercise reasonable control over the information related to your Card Account, including your Card, Access Code(s) and PIN to help prevent unauthorized transactions. Tell us AT ONCE if you believe your Card, Access Code(s), or PIN has been lost or stolen. If your transaction history shows transfers that you did not make, including those made with your Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. You may contact us by calling the toll-free number on the back of your Card or contacting us as set forth in the Section entitled "Keeping Your Card Safe" herein. Failure to secure the information related to your Card may result in you losing all of the value in your Linked Wallet or Card Account.

You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card, Access Code(s), or PIN. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card(s), Access Code(s), and PIN(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card(s) and/or Card Account to prevent future losses. If you share your Card(s), Access Code(s), or PIN with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card, Access Code(s), or PIN, you agree that you will be liable for all transactions arising from use of the Card, Access Code(s), or PIN by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law.

Mastercard's Zero Liability Policy. Mastercard has a zero liability policy that may apply to unauthorized transactions. If you have used reasonable care in protecting your Card and your card information from loss or theft and also promptly reported any loss or theft to us, you will not be liable for (i) unauthorized purchases made in store, over the telephone, online, or via a mobile device, and (ii) unauthorized withdrawals from ATMs.

Prohibited Transactions. You may not use your Card to engage any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any "Prohibited Transactions" as set forth below:

- Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
- Restricted Financial Services: Check cashing, bail bonds; collections agencies.
- Intellectual Property or Proprietary Rights Infringement: Purchases of counterfeit music, movies, software, or other licensed materials sold without the appropriate authorization from the rights holder.
- Counterfeit or Unauthorized Goods: Purchases of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features.
- Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs.
- Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Card for refunds may not be available for up to five days from the date the refund transaction occurs.

Situations Where Transaction Authorization May Be Refused. We may refuse to authorize a transaction or may suspend your use of the Card in certain circumstances, which include the following:

- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if you have infringed this Agreement in a way that we reasonably believe justifies our refusing or delaying your payment;
- if we believe that processing your transaction would be a Prohibited Transaction or otherwise would breach this Agreement or that you have not provided all the information we need to make the payment properly;
- if the amount is over, or would take you over, any limit that applies to your Card;
- if you do not have assets with sufficient value in your Linked Wallet to make the payment and cover any fees;
- if a bankruptcy order is made against you or you have entered into an individual voluntary arrangement with your creditors;
- if, even after doing everything reasonably possible, we will not be able to make the payment on time;
- if a third party prevents us from making the payment (for example, a card scheme);
- if you owe us money;
- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

Expiration of Card. Your Card will expire on the date indicated on the back of your Card or in the Card details accessible through the Card Dashboard in the MetaMask mobile application or web dashboard. We will aim to send you a new Card prior to your Card expiring and may ask you to confirm your contact information or other personal information before doing so.

Card Cancellation and Suspension. We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling the number on the back of your Card or by contacting us as set out in this Agreement. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

Closing Card and Ending Agreement. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by calling the number on the back of your Card. If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a check in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

5. Rewards Programs

We may establish rewards programs from time to time or at any time. Any such rewards programs will be subject to their own terms and conditions that will be communicated to you as required by applicable law. Any such terms and conditions will be incorporated herein by reference and will supplement this Agreement. The Terms and Conditions for current rewards programs are attached hereto as Schedule C.

The Rewards Program is subject to available funding and may be paused or terminated at any time, with or without notice.

6. Fees

THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE "SCHEDULE OF FEES AND CHARGES (SCHEDULE A)" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR LINKED WALLET AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR LINKED WALLET, UNLESS PROHIBITED BY LAW. You agree to pay all fees associated with the Card. We may from time to time amend the Fee Schedule, at our sole discretion as set forth in the Section of this Agreement titled "Changes to the Agreement."

7. Third Party Service Providers

Baanx does not engage in or provide money transmission or money transfer or payments services in connection with your use of the Card or in its role as the Program Manager. All payments made in connection with the Company's products or services, including transactions initiated using the Card, are processed and disbursed by third party service providers that are regulated financial institutions.

We have collaborated with several third party service providers with respect to the Card program. They include:

- Monavate has established the Program, designated Baanx as the Program Manager, acts as the card sponsor and facilitates the conversion of Supported Assets to fiat in connection with processing Card transactions for users;

Your use of the Card may be subject to separate terms and conditions applicable to the services provided by these third parties.

8. Keeping Your Card Safe

You must take adequate measures and use best efforts to prevent unauthorized access/use of your Card and the information related to your Card, include the Access Code(s) and PIN. To help you keep your Card and Card information secure, you are required to:

- keep your Card, Card number, CCV, login codes, PIN, and other security features used to access the E-wallet strictly to yourself;
- do not share your security credentials to access the Card with any other person or otherwise allow another person to use the Card or the Services; not permit any other person to use your Card or the Services;
- make sure all your devices are properly protected (set at least one form of access protection, for example a login code);
- keep the operating systems of your devices clean (no illegal software) and up-to-date;
- frequently review the list of transactions in your MetaMask Card dashboard to ensure they are as expected as per your spending;
- inform yourself about common scams, such as phishing;
- always report irregularities by contacting us immediately.

<u>How to notify us if there is a problem</u>.
If you lose the security credentials used to access your Card or your Card details or if they are stolen, or you suspect that the Card has been used by someone other than you, you must tell us immediately by contacting us at:

metamask@cl-cards.com

If possible, you must also log into your MetaMask Card dashboard and freeze use of your Card.

Please note that we may require you to provide some information in writing regarding your security credentials and/ or Card being lost, stolen, or misused. You must assist us with any such efforts.

<u>How we will contact you if there is a problem</u>.
In the event we suspect there is an issue with your Card (for example, such as fraud or security threats) we will contact you, in the first instance, by phone. If we cannot get through to you by phone, we will send you an email. For this reason, you must maintain a current phone number and email address associated with your Card Account.

9. Limitation of Liability and Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BAANX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR

RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED ASSETS IN YOUR LINKED WALLET OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE ACCOUNT OR THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF BAANX HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF BAANX'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
We will not be liable, for instance: (1) if, through no fault of ours or of the Sponsor Bank, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) if access to your Card has been blocked after you reported your Card or Access Code(s) ("Access Code" includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if we or the Sponsor Bank have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Sponsor Bank 's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Sponsor Bank have taken; (9) for any other exception stated in our Agreement with you, or (10) for any acts or omissions that are a consequence of our compliance with any U.S. laws or regulations or any other laws or regulations to which we are subject.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

10. Mandatory Arbitration

In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property, will be determined by an arbitration in Wilmington, Delaware before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, which can be accessed here: https://www.adr.org/sites/default/files/Consumer%20Rules.pdf). The arbitrator will apply the substantive law of the State of Delaware, exclusive of its conflict or choice of law rules.

Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

a. Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

c. Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

d. Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Delaware. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Wilmington, Delaware. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review.

e. Fees: Each party will advance one-half (1/2) of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. Conflict of Rules: If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

11. Other

<u>Changes to the Agreement</u>. We may amend or change the terms and conditions of this Agreement at any time subject to 2 months prior notice to the user. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice.

<u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of the UK & Wales, without regard to or application of conflicts of laws rules or principles.

<u>Electronic Communications and Signatures</u>. You consent to receiving communications electronically when you open a Card Account. Failure to provide such consent will result in a declined application. All communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services will be subject to our electronic communications terms and conditions. You also consent to providing electronic signatures when you open a Card Account. Failure to provide such consent will result in a declined application. Electronic signatures in connection with your Card Account

and any related products and services will be subject to our electronic signatures terms and conditions.

Your consent to receiving electronic communications includes your consent to electronic delivery of any tax forms we may be required to provide to you
Your consent is considered withdrawn on the date Baanx receives your written request to withdraw consent. Baanx will confirm the withdrawal and its effective date in writing.

Assignment. – we may assign or transfer any of our rights or obligations under this Agreement without your prior consent to any other person or business, provided that person or business will continue to meet the obligations to you in set out in this Agreement. You may not assign or transfer any rights or obligation under this Agreement.

Schedule A

FEES

Fee type	**Free tier**	**Metal tier**
Annual subscription fee	$0	$199
Physical card replacement fee	n/a	$99
Token Fees		
Deposit	No fee *(no min. balance)*	
Stablecoin of non-US cardholder denominated in local currency	No fee	
Stablecoin of US cardholder denominated in USD	No fee	
Stablecoin denominate in currency not of cardholder country or merchant country	0.5% (Exception: No fee in Argentina where card denomination is USD)	
Stablecoin denominated in local currency of merchant country but not of cardholder country	No fee	
DeFi token or tokenized yield (e.g., aUSDC)	No fee up to $1,200 / mo, then 0.5%	
Other cryptocurrencies (e.g., wETH)	0.875%	
Other Transaction Fees		
Network gas (e.g., Linea)	Small, variable gas fee (typically $0.01)	
ATM withdrawal *Note: ATM operator may charge you additional fee*	2%	No fee up to $1,200 / mo, then 2%
Cross-border (use card with merchant located outside of cardholder country)	1%	No fee*

Transaction Limits (reserve right to increase limits with usage)		
Card transaction limit	$10,000 / tx $15,000 / day	$20,000 / tx $30,000 / day
ATM withdrawal limit (note: atm may impose a network specific limit at their discretion)	$1,000 / tx $1,000 / day	$1,000 / tx $5,000 / day

*Note: *Subject to fair usage.*

Schedule B

METAL TIER SUBSCRIPTION

By subscribing to the MetaMask Card Metal tier subscription (the “Metal Subscription”) described here, you are agreeing to be bound by the following Terms and Conditions. As used in this Terms and Conditions document, “you” or “your” means each owner of a MetaMask Card (as defined below), and “we” or “us” means Baanx.

ELIGIBILITY – All Card Account holders (“cardholders”) in good standing are eligible for a Metal Subscription. We may, at any time, suspend participation in the Metal Subscription and we reserve the right to determine in our sole discretion whether a particular cardholder is in good standing and eligible.

PURCHASE – Metal Subscriptions available to eligible cardholders must be purchased. The purchase price for an annual subscription is $199. Your subscription will automatically renew annually on the one year anniversary of the date you paid for the subscription the previous year and you authorize us to withdraw the annual subscription cost due upon renewal from your Card Account, Linked Wallet, or the credit card you used to pay for the subscription the previous year. You may purchase a Metal Subscription through your MetaMask Card dashboard. You may opt out of auto-renewal by contacting us in writing at metamask@cl-cards.com. If you do not renew your Metal Subscription, you will no longer be entitled to the Metal Subscription benefits described herein but you will still be able to use your card number and your Metal Card until the card expires. You may cancel a Metal Subscriptions within 14 days of the purchase date for a refund of the subscription purchase price. If you cancel a Metal Subscription more than 14 days after the purchase date, you will not be eligible for any refund.

METAL SUBSCRIPTION BENEFITS

By purchasing a Metal Subscription, you are eligible to receive the following benefits:

- An opportunity to receive a MetaMask Metal Card. You will be added to the waitlist to receive the Metal Card, a physical debit card that can be used for point of sale or online transactions, and will be eligible to receive a Metal Card when available. We expect that Metal Cards will be delivered to eligible Metal Subscription holders between 6-8 weeks from the date they purchased their Metal Subscription, but delivery may take longer depending on the volume of subscriptions, availability of cards, and other factors. Metal Subscribers will have the ability to use the virtual card in addition to the Metal Card.
- 3% cashback on the first $10,000 spent each year (then 1% after)
- No foreign transaction fees subject to fair usage
- Higher spending and ATM withdrawal limits - See Maximum Transaction Amounts set forth below and in Schedule A

MAXIMUM TRANSACTION AMOUNTS - Any discrete purchase using the Metal Card will be subject to a maximum purchase amount equal to the lesser of (i) the then current spending limit you have set for your Linked Wallet, (ii) the then current value of supported assets maintained using your Linked Wallet, or (iii) $20,000, subject to a daily aggregate purchase limit of $30,000. Any discrete withdrawal transaction at an ATM using the Metal Card will be subject to a maximum withdrawal amount equal to the lesser of (i) the then current spending limit you have set for your Linked Wallet, (ii) the then current value of supported assets maintained using your Linked Wallet, or (iii) $1,000 subject to a daily aggregate withdrawal amount of $5,000.

CARD REPLACEMENT - If your card is lost or stolen, please contact us at metamask@cl-cards.com to obtain a replacement. You will be charged a fee of $99 to replace your card as set forth in Schedule A.

We may modify, restrict or change the Metal Subscription at any time. We also reserve the right to suspend or terminate the Metal Subscription, or your participation in the Metal Subscription at any time. If we terminate the Metal Subscription program, you may be eligible for a refund of a portion of your annual premium subscription purchase amount, as determined by us in our sole discretion.

You may cancel your participation in the Program at any time by sending a written request to opt-out to us at metamask@cl-cards.com. If you cancel your Metal Subscription, no portion of your annual premium subscription purchase amount will be returned to you, unless you cancel within 14 days of your initial Metal Subscription purchase.

Any aspect of the Metal Subscription is void where prohibited by law. Notwithstanding anything in these Terms and Conditions to the contrary, we, Monavate Ltd, UAB Monavate, Mastercard, and any of their service providers shall have no liability to you in connection with the Metal Subscription.

Schedule C

MetaMask Card REWARDS TERMS AND CONDITIONS

By participating in the MetaMask Card Rewards Program (Program) described here, you are agreeing to be bound by the following Terms and Conditions. As used in this Terms and Conditions document, “you” or “your” means each and all owners of a MetaMask Card (as defined below), and “we” or “us” means Baanx.

DEFINITIONS – For the purposes of this Program:

- “mUSD” means the MetaMask ecosystem stablecoin, issued and funded by MetaMask, and used as the unit of account for Rewards under this Program.
- “Stablecoin” means a digital asset designed to maintain a stable value by being pegged to a fiat currency or other low-volatility reference asset, and which may be issued against reserves or other mechanisms intended to support price stability.
- “Token” means a digital asset issued on a blockchain that may represent a unit of value, utility, or governance, and which can be used within a specific application, protocol, or network.

ELIGIBILITY – All MetaMask Cards in good standing are eligible to participate in the Program. We may, at any time, suspend participation in the Program and we reserve the right to determine in our sole discretion whether a particular MetaMask Card or cardholder is in good standing and eligible to participate in the Program.

ENROLLMENT – There are no necessary applications, signatures or instructions to follow to enroll in the Program. All eligible MetaMask Card cardholders are automatically enrolled to earn rewards.

EARNING REWARDS – Only qualifying transactions with an eligible MetaMask Card can earn Rewards. You will earn Rewards each time you use your MetaMask Card to pay for purchases. Rewards are paid in tokens or stablecoins funded by MetaMask for use on the MetaMask Card. The Rewards value will be equal to 1% of the value of the purchase transaction.

We reserve the right to determine in our sole discretion whether a particular transaction is a qualifying transaction. The following is a non-exclusive list of transaction types that are not qualifying: cash advances, balance transfers, wire transfers, money orders, traveler's checks, foreign currency purchases, gambling and betting transactions (including lottery tickets and gaming chips), securities and investment transactions, government payments (including taxes, fines, bail, and court fees), charitable donations, political contributions, purchases of precious metals, gift card and prepaid card loads, stored-value funding transactions, business-related expenses (including reselling and wholesale purchases), person-to-person payments, and any fees, charges, or adjustments related to your account, such as returned items, disputes, unauthorized transactions, and fraudulent activity.

Any returns, credits or chargebacks earn “negative” rewards at the same rate and type earned by the original transaction. The “negative” transaction will be deducted from the total rewards earned, as applicable, and the balance will be reflected immediately in the Rewards section of your MetaMask Card Dashboard.

Rewards are paid in either **MetaMask USD (“mUSD”), other stablecoins, or** other tokens of equivalent value, subject to availability, at our discretion.

REWARD FUNDING
Rewards are issued subject to available funding. We reserve the right to pause or end the Rewards Program at any time, including without prior notice. No rewards will be earned for transactions made after the date of program suspension, regardless of prior program terms

REDEMPTION OF REWARDS – Rewards will accumulate throughout the calendar year and may be redeemed at any time by navigating to the Rewards section of the MetaMask Card Dashboard and clicking the “claim” button. Doing so will cause your Rewards to be added to your balance on the Supported Network in your Linked Wallet. You may also view your Rewards history by navigating to the Rewards section of the MetaMask Card Dashboard. We may, from time to time, introduce features that allow you to withdraw Rewards in other stablecoins, including those denominated in the same currency as your Card.

UNREDEEMED REWARDS – Any accumulated rewards will be forfeited if your Card Account is closed by you or us. We will determine in our sole discretion what is a closed, delinquent or charged off account. You are not entitled to any compensation from us, The regional sponsored bank, or Mastercard, or from any other source, if your rewards are forfeited for any reason.

OTHER REDEMPTION RULES – You may not transfer your reward to any other cardholder prior to claiming, but you may transfer any reward received in your Linked Wallet (after claiming rewards). Rewards cannot be exchanged for credit and cannot be used to pay off any obligation.

We may modify, restrict or change the Program at any time. Such changes may include changing the value of the rewards you earn or imposing, increasing or eliminating rewards caps, or changing the conditions under which your rewards expire or are forfeited. We also reserve the right to suspend or terminate the Program, or your participation in the Program, or to change the redemption value of the rewards already accumulated at any time without compensation to you.

You may cancel your participation in the Program at any time by sending a written request to opt-out to us at metamask@cl-cards.com. You will forfeit all rewards by opting out.

Any reward offered under this Program is void where prohibited by law. Notwithstanding anything in these Terms and Conditions to the contrary, we, Monavate Ltd, UAB Monavate, Mastercard, and any of their service providers shall have no liability to you in connection with the Program.

Schedule D

SUPPORTED ASSETS

- mUSD
- USDC
- aUSDC
- USDT*
- WETH
- EURe*
- GBPe*

* - these assets are not available in the U.S.

Schedule E

SUPPORTED NETWORKS

- Linea
- Solana
- Base
- Monad