



BFF Trading — Portfolio User Agreement

Last Updated: February 26, 2026.

This User Agreement (“**Agreement**”), together with our Privacy Policy, and any documents and additional terms they expressly incorporate by reference, including any other terms and conditions or agreements that BFF Trading, LLC (“**BFF Trading**”, “**Company**”, “**we**”, or “**us**”) posts publicly or makes available, constitute the entire agreement between Company and you concerning your use of, and access to, our software services, “**Portfolio**” (collectively, the “**Services**”) at the UGLYCASH mobile application (the “**App**”), excluding any third-party materials, technology, smart contracts, or applications.

Before using our Services, it’s important to carefully read both the User Agreement and Privacy Policy, including any notices related to our website or mobile apps.

1. Agreement to terms

The Services are provided for use in an individual capacity only. Accessing or utilizing the Services on behalf of any third party, employer, or organization is strictly prohibited. As used herein, “**you**” (and its variants, including “**your**”, “**yours**”, etc.) refers exclusively to the individual natural person accessing the Services. Any attempt to use the Services on behalf of another party shall be deemed a material breach of this Agreement and may result in the immediate termination of your access.

Throughout your use of the Services, you represent and warrant that: **(i)** you are over the age of eighteen **(18)** or otherwise of legal age to form a binding contract and have the legal and mental capacity to enter into this Agreement; **(ii)** your funds are not derived from or in any way connected to illegal, unauthorized, or restricted sources¹; **(iii)** you have the right to engage in all transactions and activities you participate in on or through the Services; and **(iv)** you are not a “**Sanctioned Person**”² or connected

¹ For purposes of this Agreement, “**Illegal, Unauthorized, or Restricted Sources**” means any funds or virtual assets derived from illicit activities, including money laundering, fraud, or theft; assets obtained via hacking or unauthorized access to digital systems and private keys; assets resulting from the exploitation of software or smart contract vulnerabilities; activities violating applicable AML/CFT laws; or any source otherwise prohibited by the Company’s internal risk-based protocols or regulatory mandates.

² For purposes of this Agreement, a “**Sanctioned Person**” includes any individual or entity that is: **(i)** listed on any prohibited or restricted parties list maintained by the United States government (including the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) Specially Designated Nationals and Blocked Persons List), the United Nations Security Council, the European Union, the United Kingdom, or any other relevant sanctions authority; or **(ii)** located in, a resident of, or organized under the laws of any jurisdiction subject to comprehensive U.S. sanctions (each a “**Sanctioned Jurisdiction**”), including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine.

to one in any way, and you are not located in a sanctioned jurisdiction.

Furthermore, by using any of our Services, you confirm that **(i)** you have read and understand the Agreement, **(ii)** you agree to follow the terms of this Agreement, and **(iii)** you are legally allowed to accept this Agreement. If you don't agree with this Agreement or any changes we make to them, please don't use our Services.

2. User discretion and assumption of risk

You hereby acknowledge and agree that the Services are provided as a non-custodial software solution. Any decision to initiate, execute, or otherwise engage in virtual asset transactions shall be made exclusively by you. You assume full responsibility for all such activities and acknowledge that the Company exercises no control over, and assumes no liability for your investment or transactional decisions.

PLEASE NOTE: WE DO NOT OFFER FINANCIAL, INVESTMENT, TAX, OR LEGAL ADVICE. WE PROVIDE TECHNOLOGY SERVICES ONLY, WITHOUT MAKING ANY REPRESENTATIONS, WARRANTIES, OR RECOMMENDATIONS REGARDING THE ADVISABILITY OR SUITABILITY OF ANY VIRTUAL ASSET TRANSACTIONS OR OPERATIONS.

NEITHER THE COMPANY NOR OUR SERVICE PROVIDERS SHALL BE HELD LIABLE FOR ANY ACTIVITIES IN WHICH YOU ENGAGE WHILE UTILIZING THIRD-PARTY ONLINE SERVICES OR INTEGRATED BLOCKCHAIN TECHNOLOGIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT CREATE, OPERATE, CONTROL, OR ACCEPT RESPONSIBILITY OR LIABILITY FOR ANY ALTERNATIVE FRONT-ENDS, INTERFACES, OR APPLICATIONS THAT YOU OR OTHER USERS MAY UTILIZE IN CONNECTION WITH THE SERVICES. WE EXPRESSLY DISCLAIM ALL RISKS ASSOCIATED WITH THE USE OF SUCH ALTERNATE FRONT-ENDS.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, OR DEBTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM YOUR USE OF ALTERNATIVE FRONT-ENDS OR THIRD-PARTY PLATFORMS.

3. Eligibility and compliance

To be eligible to access or utilize the Services, you must satisfy, and hereby represent and warrant the following:

- **Legal capacity.** You are at least eighteen (**18**) years of age (or the age of majority in your jurisdiction, whichever is greater) and possess the full legal and mental capacity to enter into and be bound by the terms of this Agreement.
- **Sanctions compliance.** You are not, and are not acting on behalf of, a "**Sanctioned Person**".
- **Jurisdictional compliance.** You shall only utilize the Services if permitted under the laws of your applicable jurisdiction. You acknowledge and agree that you are prohibited from using the Services if you are located in, or are a citizen or resident of, any state, country, or territory where

such use would be deemed illegal or otherwise violate applicable law, rule, or regulation.

- **Source of funds.** You represent and warrant that any virtual assets utilized in connection with the Services are legally obtained and rightfully belong to you. Your funds are not derived from, nor in any way connected to, any illegal, unauthorized, or restricted activities.

Compliance responsibility

It is your sole responsibility to ensure that your access and use of the Services comply with all laws, rules, and regulations applicable to you. By accessing the Services, you represent and warrant that you meet all eligibility requirements set forth herein.

Notwithstanding the foregoing, the Company maintains absolute and sole discretion to prohibit or terminate access to the Services for any individual or entity at any time, for any reason or no reason, without prior notice. Furthermore, the Company reserves the right to modify these eligibility criteria at any time to ensure compliance with evolving laws, regulations, and internal Company policies.

4. Use of the service

The Services are available through our mobile application, allowing you to set up a non-custodial digital wallet ("**wallet**"), intended for virtual assets such as cryptocurrencies, stablecoins and decentralized token folios³ ("**virtual assets**"). When a wallet is generated (e.g., at first signup or when you create a new wallet through our platform), you will be able to export the private keys of that wallet.

Given the non-custodial nature and the ability to export private keys, it is established that you, and only you, have complete control over and responsibility for your virtual assets, thereby authorizing transactions from your virtual asset addresses autonomously. Additionally, the Services allow you to:

- Send and receive various virtual assets, using the wallet addresses and associated private keys;
- Explore and utilize third-party decentralized application(s) ("**DApp(s)**") and third-party decentralized exchanges ("**DEX**") through the mobile application;
- Conduct swaps or trade virtual assets utilizing DApp features provided by independent third-party service providers;
- Gain access to virtual asset price information provided by independent third-party service providers; and
- Gain access to view investment trends, portfolio compositions, and transaction histories of other users, as well as changes in values in the virtual asset market⁴.

Interactions with third-party software

The Services facilitate access to and interaction with third-party materials, such as DEXs and other technologies, including third-party smart contracts. We do not control these third-party services and

³ Decentralized token folios ("**DTFs**") are a group of virtual assets collateralized by a basket of underlying tokens according to parameters established at their creation. DTFs function similarly to exchange-traded funds ("**ETFs**") in that they provide diversified exposure through a single asset; however, DTFs operate permissionlessly and transparently on blockchain networks.

⁴ You acknowledge that any portfolio data, investment trends, or transaction histories displayed within the Services regarding other users are based on public blockchain data and user-provided information. The Company does not verify, endorse, or guarantee the accuracy, completeness, or reliability of such data.

expressly disclaim any liability and responsibility arising from your use of these services.

You acknowledge that **(i)** no swaps, trades, or exchanges occur on Company infrastructure; **(ii)** when you initiate, instruct, or engage in transactions using our Services, all such transactions occur on third-party infrastructure using third-party technologies; **(iii)** the Services are a technological software conduit to such third-party infrastructure and technologies; and **(iv)** the Services or the Company are not a DEX, exchange, or broker, and do not process any of your transactions.

5. Prediction markets (for non-U.S. users only)

The Services may allow you to access and interact with certain third-party prediction market protocols, smart contracts, and related infrastructure (the “**Prediction Markets**”). The Prediction Markets are third-party services. We do not create, operate, administer, or control any Prediction Market, and we expressly disclaim any liability arising from your use of Prediction Markets.

You acknowledge and agree that Prediction Markets may be restricted or prohibited in certain jurisdictions, including the United States. **You must not try to access or use prediction markets if you are located in the United States or if such use is prohibited by applicable law.** It is your sole responsibility to ensure that your use of Prediction Markets is lawful in your jurisdiction. We may restrict, disable, or block access to Prediction Markets at any time, in our sole discretion, including based on location, residency, citizenship, compliance requirements, or risk management.

Transaction sequence; user-signed transactions only

You acknowledge and agree that entering, managing, or exiting a Prediction Market position may require a series of separate blockchain transactions (a “**Prediction Market Flow**”). Depending on the protocol and network conditions, this may include steps such as sending stablecoins, converting assets, bridging, and executing a trade or position entry on third-party smart contracts, including on the Polygon network and other networks, as applicable. You further acknowledge and agree that:

- You must review and approve each transaction requested by your wallet.
- Because the Services are non-custodial, if you approve and sign a transaction, we cannot stop it from being broadcast or executed.
- A Prediction Market transactional flow may fail or stop mid-sequence due to network congestion, gas settings, smart contract behavior, bridge failures, third-party outages, or other factors outside our control.

Pre-authorization of automated funds retrieval and cleanup

By using Prediction Markets through the Services, you hereby pre-authorize the Services to initiate and carry out, **within the context of Prediction Markets-related operations only**, any retrieval, sweep, cleanup, consolidation, bridging, swapping, or other transactions reasonably necessary to retrieve residual or unutilized funds resulting from a Prediction Market Flow and return such funds to a wallet address you control. Moreover, you acknowledge and agree that edge cases may occur, including that a market may resolve while you are absent or a flow may fail mid-process, resulting in funds remaining on a third-party network or in an intermediate form. You further acknowledge that fees apply, and retrieval may require gas, bridge fees, DEX fees, or other protocol fees, and you are solely responsible for maintaining sufficient funds to pay such fees.

When you attempt to purchase or enter a prediction market position, if the applicable transaction fails or is not completed as intended, you acknowledge and agree that the Services may automatically initiate a retrieval process to retrieve any unutilized funds and return such funds to the wallet address you control, subject to network conditions and third-party protocol mechanics. **We do not guarantee that any retrieval will be successful, complete, or timely.** Because retrieval depends on third-party systems and blockchain networks, we are not responsible for any inability to retrieve funds, delays, incorrect routing, slippage, smart contract vulnerabilities, protocol changes, or losses arising from Prediction Markets or any related retrieval workflows.

6. Tokenized stocks

The Services may allow you to access certain third-party digital assets sometimes described as “tokenized stocks”⁵ (the “**tokenized stocks**”). Tokenized Stocks and any related issuance, routing, pricing, liquidity, settlement, redemption (if any), and corporate action handling are provided by third parties and are subject to third-party terms, technical constraints, and applicable law.

PLEASE NOTE: THE COMPANY IS NOT A BROKER-DEALER, EXCHANGE, OR INVESTMENT ADVISER, AND DOES NOT EXECUTE TRANSACTIONS AS YOUR AGENT. The Services provide non-custodial software access to third-party infrastructure only. The Company merely provides a technological solution to enable you to access these third-party platforms that offer these types of assets and is incapable of executing, reversing, or canceling any transactions you conduct.

Tokenized Stocks involve significant risks, including but not limited to tracking error versus the underlying asset, depegging, limited liquidity, spread and slippage, execution failures, third-party issuer or counterparty risk, smart contract vulnerabilities, regulatory restrictions, trading halts, and loss of access due to third-party changes.

Third-party dependencies: relay service

The Services may use a technical relay or tunnel service (the “**Relay Service**”) to transmit requests between your device and third-party infrastructure to route and submit Tokenized Stock transactions, including where private API integrations are required. If we host or operate the Relay Service, you acknowledge and agree that its function is limited to pass-through transmission of your user-signed requests, and we do not review, modify, restrict, censor, or otherwise alter any transaction request or its parameters but merely relay such requests to third-party systems as received.

You acknowledge and agree that the Relay Service does not custody assets or access your private keys or seed phrase, and that you must authorize and sign all transactions. We do not control third-party execution or settlement and do not guarantee availability or execution; third parties may reject, delay, or limit transactions for any reason, and you remain responsible for device security, including where the Relay Service is provided via a public endpoint.

⁵ You acknowledge and agree that Tokenized Stocks may be structured as digital instruments that reference or track the economic performance of an underlying equity, and may not constitute ownership of any share of stock or provide shareholder rights (including voting or dividend rights), unless expressly stated by the applicable third-party provider.

Jurisdiction-Based Prohibitions for Tokenized Stocks

To comply with the requirements of the third-party partner(s), including [Ondo Finance](#), that make Tokenized Stocks available through the Services, certain jurisdictions are prohibited transacting or engaging in any capacity with Tokenized Stocks through the Services. Individuals residing in or citizens of, and entities organized under the laws of or with a principal place of business in, any jurisdiction listed below (collectively, “**Prohibited Persons**”) are prohibited from accessing, using, subscribing for, acquiring, trading, transferring, selling, or redeeming Tokenized Stocks through the Services.

The prohibited jurisdictions are: Afghanistan, Belarus, Canada, Crimea, Donetsk People’s Republic, Luhansk People’s Republic, Kherson and Zaporizhzhia regions (Ukraine), and the city of Sevastopol, Cuba, Democratic Republic of Korea, Iran, Libya, Myanmar, Russia, Somalia, South Sudan, Sudan, Syria, United States, or any of its states, possessions, territories, or federal districts⁶, and Venezuela.

We may implement controls to enforce these restrictions; however, you remain solely responsible for ensuring you are not a Prohibited Person and that your access to and use of Tokenized Stocks complies with applicable law and third-party requirements. Any attempted use of Tokenized Stocks by a Prohibited Person constitutes a material breach of this Agreement and may result in suspension or termination of access to Tokenized Stocks and/or the Services, in accordance with the subsection [Compliance responsibility](#). You agree to indemnify and hold harmless the Company and the Company Parties from any claims or demands made in relation to your violation of this section and Agreement.

Jurisdiction-Based Restrictions for Tokenized Stocks

In addition to the [Jurisdiction-Based Prohibitions for Tokenized Stocks](#), individuals residing in or citizens of, and entities organized under the laws of or with a principal place of business in, the jurisdictions listed below (each, a “**Restricted Jurisdiction**”) may be permitted to access Tokenized Stocks only if they satisfy one or more eligibility requirements imposed by US or our third-party partners issuer and/or their affiliates. [Please refer to the applicable “eligibility” documentation published by the third-party partner, Ondo Finance \(and related issuer materials\) for the specific eligibility requirements applicable to each Restricted Jurisdiction](#). By accessing, using, or transacting in Tokenized Stocks through the Services, you acknowledge that you have reviewed, understand, and agree to be bound by such eligibility requirements, as amended from time to time.

Restricted Jurisdictions subject to eligibility requirements: Brazil, any Member State of the European Economic Area (for applicable tokens not registered for retail investors), Hong Kong, Malaysia, Singapore, Switzerland, and the United Kingdom.

These eligibility-based restrictions are imposed by the relevant third-party partners (including [Ondo Finance](#)) and are in addition to any other restrictions or controls we may apply. Such restrictions may be

⁶ In addition, individuals who are located in, or place buy orders from within, the United States (including any of its states, possessions, territories, or federal districts), and people who are “**U.S. persons**” or acting for the account or benefit of any “U.S. persons” within the meaning of Rule 902 of Regulation S promulgated under the United States Securities Act of 1933, as amended, are also prohibited from subscribing for, acquiring, or redeeming Tokenized Stocks through the Services.

changed at any time without notice to you.

7. Security and user responsibility

Self-custody architecture

The Service is a non-custodial software available via a mobile application. You hereby acknowledge and agree that you maintain sole and exclusive control over, and responsibility for, your private keys, and any virtual assets associated with your wallet address.

The Company does not at any time gain, retain, or store your wallet passwords, encrypted or unencrypted private keys, or secret phrases. Because the Company operates a non-custodial service, we have no technical capability to access your funds, reverse transactions, or recover lost or stolen assets.

User responsibility

You are solely and exclusively responsible for:

- **Secure storage and backup:** Maintaining secure, offline backups of your private keys, and recovery information. Failing to safeguard this information will result in the permanent and irreversible loss of access to any virtual assets tied to your wallet.
- **Device security:** Ensuring the security and integrity of the devices used to access the Services, including protection against malware, unauthorized physical access, or remote compromise.
- **Transactional authority:** All transactions initiated from your wallet, whether or not expressly authorized by you. You acknowledge that blockchain transactions are irreversible once broadcast to the network.
- **Technical literacy:** Understanding the inherent risks of blockchain technology, including smart contract vulnerabilities, network congestion, and the absolute finality of cryptographic operations.

PLEASE NOTE: THE COMPANY CANNOT AND IS INCAPABLE OF GENERATING A REPLACEMENT PASSWORD OR RECOVER A SECRET PHRASE FOR YOUR WALLET UNDER ANY CIRCUMSTANCES. YOU EXPRESSLY ACKNOWLEDGE THAT THE LOSS OF YOUR PRIVATE KEY CONSTITUTES THE PERMANENT LOSS OF YOUR VIRTUAL ASSETS.

ACCORDINGLY, BFF TRADING, LLC EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN THE EVENT YOU ARE UNABLE TO ACCESS YOUR WALLET FOR ANY REASON, INCLUDING BUT NOT LIMITED TO YOUR FAILURE TO SECURE AND BACK UP YOUR WALLET ADDRESS, SECRET PHRASE, OR PRIVATE KEY INFORMATION.

Assumption of risk

By utilizing the Services, you acknowledge that you are fully aware of the importance of your virtual assets and agree to execute all necessary steps to safeguard them. You assume all risks associated with virtual asset management and agree to hold the Company harmless for any losses arising from your failure to maintain adequate security protocols.

8. Fees

The Company reserves the right to charge a service fee for the use of the Services, including but not limited to, buy and sell transactions, as well as token swaps executed via third-party decentralized exchanges or protocols accessed through the Services.. While the Company may publish fee schedules on its website or within the application, the provision of specific fee information will be displayed in-app prior to the initiation of any transaction.

All fees associated with the Services are subject to change at any time and without prior notice, at the Company's sole and absolute discretion. Any fee estimate provided by the Company is for informational purposes only and shall not be binding, as actual fees may fluctuate based on market conditions or technical factors at the time of execution, such as gas costs.

Network fees

Your virtual asset transactions may incur transaction fees, such as mining or gas fees, which are mandated by the virtual currency system or blockchain network you choose to use. Before initiating a transaction, it is your responsibility to ensure that your wallet has a sufficient balance and/or "gas" (network processing power) to complete the transaction fully. We hold no control or influence over these fees or the fee setting mechanisms of third-party systems, and you acknowledge that such fees are paid to network validators, are highly volatile during periods of network congestion, and are entirely outside the control of the Company.

Consequently, we are not liable for any transaction failures or financial losses you may experience due to inappropriately entered transaction fees (for instance, fees that are set too low or too high). This also extends to any issues arising from insufficient funds or gas associated with your wallet address.

9. Integration with custodial services (UGLYCASH features)

In addition to the Services, the mobile application also offers access to certain custodial financial features and products branded as "UGLYCASH". These features include, but are not limited to, the UGLYCASH Visa Prepaid Card, rewards programs (including Annual Percentage Yield or "APY" rewards), and other custodial wallet functionalities (collectively, the "Custodial Services"). These Custodial Services are not offered by the Company and are instead offered by other legal entities and require you to onboard with such entities according to their policies and procedures.

You acknowledge and agree that the Services are non-custodial and provide technological access to third-party platforms and are legally and operationally distinct from the Custodial Services, which are provided by separate legal entities depending on your geographic location. By electing to utilize any Custodial Services, you will be prompted to expressly agree to be bound by the respective User Agreements, Privacy Policies, and E-Sign Consents of the applicable providing entity, which may include: BFF Prime, LLC, BFF United, LLC or BFF Classic, LLC ("Custodial Entities" or "Custodial Entity").

Your use of any Custodial Services features is strictly conditioned upon your successful completion of any required identity verification ("KYC") and your explicit acceptance of the terms and conditions issued by the relevant Custodial Entity. You understand that the Custodial Services are

governed by a different legal framework than the non-custodial software services provided by the Company.

10. Tax compliance

You hereby acknowledge and agree that the Company does not, and shall not, provide any tax advice, legal consultation, or accounting services in connection with your use of the Services. It is your sole and exclusive responsibility to determine what, if any, taxes apply to the transactions, transfers, or holdings of virtual assets executed via "Portfolio" under the laws of any applicable jurisdiction, including but not limited to federal, state, local, or foreign tax laws.

It is incumbent upon you to accurately report and remit the correct tax amounts to the appropriate tax or governmental authority. The Company is not engaged in the business of collecting, reporting, withholding, or remitting any taxes arising from any virtual asset-related transactions. You expressly acknowledge that the Company's role is strictly limited to providing a non-custodial software interface and does not include determining the taxability of your activities.

Any tax obligations, liabilities, or penalties that accrue from your transactions through the Services are a matter strictly between you and the applicable tax authorities. You agree to indemnify and hold harmless the Company and the Company Parties from any claims or demands made by any government agency or tax authority due to your failure to comply with your reporting or payment obligations.

11. Intellectual property rights and license

The Services, including the "Portfolio" application, and their entire contents, features, and functionality (including but not limited to all information, software, code, text, displays, images, video, and audio, as well as the design, selection, and arrangement thereof), are owned by BFF Trading, its affiliates, or other providers of such material. These materials are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Subject to your compliance with this Agreement, the Company grants you a personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services for your personal, non-commercial use only. Under this license, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- **Temporary Storage:** Your device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- **Caching:** You may store files that are automatically cached by your Web browser or mobile operating system for display enhancement purposes.
- **Limited Copies:** You may download a single copy of the "Portfolio" application to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by this Agreement.

Prohibited actions regarding intellectual property rights

You are expressly prohibited from, and you agree not to:

- Modify, translate, or create derivative works of any materials from the Services.
- Delete, alter, or obscure any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.
- Reverse engineer, decompile, or otherwise attempt to extract the source code of the software, except as permitted by applicable law.

12. Prohibited uses and conduct

Legal compliance

You represent and warrant that your access to and use of the Services shall strictly comply with all applicable laws, rules, and regulations of any jurisdiction in which you are located, resident, or organized, as well as any international treaties or standards governing virtual assets.

You acknowledge that the Services are global in nature and that the laws of your specific location may impose additional restrictions on your use of the Services or your engagement in virtual asset transactions. It is your sole responsibility to ensure that your use of "Portfolio" does not violate the laws of your home jurisdiction or the jurisdiction from which you are accessing the Services. You hereby waive any claim against the Company arising from your failure to comply with such localized legal requirements.

Prohibited activities

You agree not to, and you shall not permit, encourage, or enable any third party to use the Services to engage in any activity related to:

- **Illegal and Illicit Activity:** Use the Services for any unlawful purpose or to engage in, support, or facilitate any illegal activities, including but not limited to money laundering, terrorist financing, fraud, illegal gambling, or prohibited trade.
- **Violating System Integrity and Security:** Access, tamper with, or use non-public areas of the Company's systems or technical delivery systems.
 - Probe, scan, or test the vulnerability of any Company network or breach any security or authentication measures.
 - Bypass, deactivate, or circumvent any security measures.
 - Inject or distribute malicious code, including viruses, worms, or any software designed to interfere with the proper working of the Services.
- **Reverse Engineering:** Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software or underlying technology used to provide the Services.
 - Infringe, misappropriate, or violate the intellectual property, privacy, or proprietary rights of the Company or its users.
 - Use any manual or automated means (bots, crawlers, or data mining) to monitor or copy content without express written consent.
- **Market Abuse and Deceptive Practices:** Engage in market manipulation practices, including but not limited to pump-and-dump schemes, wash trading, front-running, quote stuffing, spoofing, or layering, including the process of fabricating transactions or engage in deceptive practices related to virtual asset operations.

- **User Conduct and Harassment:** Impersonate any person or entity, including Company employees, or misrepresent your affiliation with any person or entity.
 - Collect or store personally identifiable information of other users without their express permission.
 - Engage in any conduct that restricts, inhibits, or hinders any other user from fully enjoying the Services.
- **Commercial and Unauthorized Use:** Use the Services for unauthorized commercial purposes, fundraising, or the benefit of a third party unless specifically permitted herein.
 - Impose an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure.

Enforcement

While the Company is not obligated to monitor access to or use of the Services, we maintain sole and absolute discretion to review, edit, or disable access to the Services at any time and for any reason without notice. We reserve the right to cooperate with law enforcement authorities and disclose any information necessary to satisfy any applicable law, regulation, or legal process to prosecute users who violate this Agreement or to comply with legal process.

Any use of Portfolio not explicitly authorized in this Agreement is strictly prohibited. Any violation of this section shall result in the immediate and automatic termination of your license to use the Services without notice. The Company reserves all rights and remedies available under this Agreement and at law.

Exposure to content

By using the Services, you acknowledge that you may be exposed to third-party content or materials that may be offensive or objectionable. The Company bears no responsibility and assumes no liability for any such content, or for any loss or damage arising from your interaction with it.

13. No financial or investment advice

In accordance with the provisions of [Section 2, "User Discretion and Assumption of Risk"](#), the Company does not serve as your financial advisor, investment manager, or commodity trading advisor, and nothing within the Services shall be construed as investment advice of any kind regarding the assets you elect to trade.

All determinations to acquire, dispose of, or otherwise transact in virtual assets through the Services are made exclusively by you, and you acknowledge the inherent risks and potential for substantial or total financial loss associated with such activities. It is your sole responsibility to maintain sufficient knowledge and conduct the necessary due diligence regarding the assets and risks involved in your transactions.

14. Privacy measures

We are committed to protecting your personal information and helping you understand exactly how your information is used. You should carefully review our **Privacy Policy**, which provides details on how your personal information is collected, stored, protected, and used.

15. Limitation of liability; no warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY, OUR AFFILIATES, AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: **(i)** THE USE OR INABILITY TO USE THE SERVICES; **(ii)** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; **(iii)** UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR **(iv)** ANY OTHER MATTER RELATING TO THE SERVICES.

We will not be liable for “**exemplary damages**” (often called punitive damages) or other indirect losses. Thus, if we make a mistake that costs you \$100, our liability is limited to \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICE OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES AND CLOSE YOUR ACCOUNT THROUGH THE SUPPORT CHANNELS.

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE COMPANY, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES, AND PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT GUARANTEE THAT **(i)** THE SERVICES WILL MEET YOUR REQUIREMENTS, **(ii)** THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR **(iii)** THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

We cannot guarantee that the Company will always meet your demands. As we grow, we may add new services, modify features, or retire old ones. While we aim to maintain your satisfaction, we cannot contractually guarantee it.

Some jurisdictions do not allow the disclaimer of implied warranties, so the above disclaimers may not apply to you. This section gives you specific legal rights, and you may also have other legal rights that vary by state.

16. Force majeure

The Company shall not be liable for any failure or delay in performance resulting from any cause beyond our reasonable control, including but not limited to acts of government, acts of terrorism, earthquakes,

fires, floods, other acts of nature, labor conditions, power failures, equipment failures, and Internet disruptions, including but not limited to blockchain network congestion.

17. Amendments

The Company may amend any part of this Agreement at any time by posting a revised version of this Agreement with an updated revision date. Changes will become effective and shall be deemed accepted by you upon your first use of the Services after the initial posting of the revised User Agreement and will apply prospectively to transactions initiated after the date of posting. If you do not agree with such amendments, your sole and exclusive remedy is to discontinue your use of the mobile application. You agree that we shall not be liable to you or any third party for any losses resulting from any modification or amendment to this Agreement.

As the Company grows and offers new products and services, we will need to make changes to this Agreement. **You can always determine when this Agreement was last modified by checking the “Last Updated” date at the top of the Agreement.**

18. Governing law; jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any principles of conflicts of law that would require the application of the law of another jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys’ fees, and such action or proceeding shall be brought in Reno, Nevada, or, if none are available, in the nearest location within Nevada.

19. Arbitration

Any controversy or claim arising out of or relating to this Agreement or any breach thereof shall be settled by arbitration in Reno, Nevada, administered by JAMS (Judicial Arbitration and Mediation Services) in accordance with its Streamlined Arbitration Rules and Procedures. The arbitrator’s decision in such arbitration shall be final, binding, and non-appealable, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. Entire agreement

The Company’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable between the parties. The headings and explanatory text are for reference purposes only and do not define, limit, construe, or describe the scope or extent of any section.

This Agreement is not intended to, and shall not be construed to, create any rights or remedies for any party other than you and the Company and the Company’s affiliates, each of which shall be a third-party beneficiary to this Agreement, and no other person shall assert any rights as a third-party beneficiary hereunder.

Questions? Concerns? Suggestions or complaints?

Please contact support@ugly.cash to report any violations of this Agreement or to ask any questions about this Agreement.