

Breeze Terms of Service

Last Updated: Jan 25th, 2025

Breeze Labs, Inc, and its domains including, but not limited to <https://www.breeze.cash/> (collectively referred to as "**Breeze**," "**us**," "**we**," or "**our**") provide users and merchants with access to certain software services through a mobile device or web application (the "**Application**" or "**App**"). The Application enables users to (i) accept cryptocurrency as a payment method for goods and services; (ii) self-custody digital assets; (iii) access reporting and invoicing capabilities; (iv) exchange cryptocurrency into fiat currency to purchase goods and services; and (v) benefit from additional functionality that Breeze may introduce to the App over time (collectively the "**Breeze Services**"). These Terms of Service ("**Terms**") , together with any other documents expressly incorporated herein, (collectively, the "**Terms**") constitute a legal agreement between you, the entity or sole proprietor, or customer of the entity or sole proprietor, on whose behalf a Breeze account is created, ("**you**", "**your**", "**User**", "**Merchant**", "**Client**", or "**Customer**") and Breeze , to receive the Breeze Services. These Terms apply to your use of all versions of the Breeze dashboard, Application, Application Programming Interface ("**API**"), Software Development Kits, and any specified service that may be offered to you by Breeze, its Associates, and/or a Breeze service provider (collectively, the "**Platform**"). Additional information about the Application, the Platform and these Terms can be found on <https://www.breeze.cash/> (the "**Site**").

BY PROCEEDING, YOU UNDERSTAND THAT BREEZE IS NOT A BANK, LICENSED MONEY TRANSMITTER, BROKER/DEALER, EXCHANGE, CUSTODIAN, OR FIDUCIARY. IF THESE TYPES OF SERVICES ARE PROVIDED, A LICENSED FINANCIAL INSTITUTION WILL PROVIDE ALL APPLICABLE BANK AND/OR MONEY TRANSMISSION SERVICES AND ARE SOLELY RESPONSIBLE FOR HANDLING AND KEEPING YOUR FUNDS SAFE. YOU UNDERSTAND THAT BREEZE MAY PROVIDE YOUR INFORMATION AND INSTRUCTIONS TO A PARTNER FINANCIAL INSTITUTION OR A THIRD-PARTY SERVICE PROVIDER SOLELY ON A "PASS- THROUGH" BASIS IN ACCORDANCE WITH THESE TERMS OF SERVICE OR ANY INSTRUCTION YOU PROVIDE. IN SO PROVIDING YOUR INFORMATION OR INSTRUCTIONS TO A PARTNER FINANCIAL INSTITUTION OR A THIRD-PARTY SERVICE PROVIDER, BREEZE IS NOT AUTHORIZED TO INITIATE OR EXECUTE

TRANSACTIONS, PAYMENTS, OR TRANSFERS, AND ONLY THE APPLICABLE PARTNER FINANCIAL INSTITUTION OR THIRD-PARTY SERVICE PROVIDER IS AUTHORIZED TO DO SO. BREEZE DOES NOT AND WILL NOT CONTROL, TRANSMIT OR HOLD YOUR FUNDS PURSUANT TO THESE TERMS OF SERVICE.

IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU REJECT ANY PART OF THEM, YOU MUST IMMEDIATELY CEASE ALL USE OF THIS SITE, APPLICATION, OR RELATED SERVICES AND EXIT THE PLATFORM. YOUR CONTINUED USE OF THE SITE, APPLICATION, OR ANY ASSOCIATED SERVICES WILL BE DEEMED AS YOUR EXPLICIT ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS, INDICATING YOUR UNDERSTANDING AND AGREEMENT TO COMPLY WITH AND BE BOUND BY THEM.

ARBITRATION NOTICE: THESE TERMS REQUIRE YOU TO RESOLVE ANY DISPUTES WITH US IN SMALL CLAIMS COURT OR IN ARBITRATION, AND TO WAIVE YOUR RIGHT TO A JURY TRIAL IN A COURT. YOU AGREE THAT ALL DISPUTES ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF OUR SERVICES MUST BE RESOLVED EXCLUSIVELY IN A DELAWARE SMALL CLAIMS COURT OR THROUGH MUTUAL ARBITRATION, AND ANY CLAIMS MUST BE MADE WITHIN ONE YEAR OF THE OCCURRENCE OF THE ALLEGED INCIDENT. YOU ARE ALSO PROHIBITED FROM JOINING A CLASS ACTION LAWSUIT AGAINST US. SECTION 8.1 CONTAINS MORE DETAILS ABOUT THESE WAIVERS AND HOW YOU CAN OPT- OUT OF ARBITRATION.

Certain features of the Breeze Services may be provided by our associates (“**Associate Services**”), including but not limited to our technology, infrastructure, and financial institution associates (“**Associates**”). By applying for a Breeze Account and using the Breeze Services, you agree to comply with each of these terms, the terms and conditions of our partnered Associates (the “**Associate Agreements**”), their respective privacy policies (the “**Associate Privacy Policies**”), and to any other terms we link to in this document that become applicable to you after you begin using the Breeze Services.

Please read these Terms of Service carefully, as they include important information about your legal rights with respect to your use of Breeze Services through the Platform, and covers areas such as warranty, disclaimers, limitation of liability, and the resolution of disputes by arbitration and a class action waiver.

THIS AGREEMENT IS ACCOMPANIED BY SPECIFIC DISCLOSURES REGARDING YOUR UTILIZATION OF THE BREEZE SERVICES. YOUR CONCURRENCE WITH THE TERMS SET FORTH IN THIS AGREEMENT CONSTITUTES YOUR RECOGNITION AND ASSENT TO THESE ADDITIONAL DISCLOSURES, WHICH ARE ELABORATED THROUGHOUT THESE TERMS AND MAY BE PROVIDED UPON REQUEST. ADDITIONALLY, YOU HEREBY AGREE TO

THE RECEIPT OF ALL COMMUNICATIONS FROM US AND OUR ASSOCIATES EXCLUSIVELY VIA ELECTRONIC MEANS. THIS AGREEMENT REMOVES THE POSSIBILITY OF COMMUNICATING WITH US REGARDING THE BREEZE SERVICES THROUGH TELEPHONE, STANDARD POSTAL SERVICES, OR OTHERWISE.

Breeze takes your privacy seriously.

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information (including any personal data you provide to us) in accordance with our Privacy Policy. Our Privacy Policy, explains how we, if ever, may collect and use any Personal Data you share with us. Each time you visit our website, apply for an account with us (“Breeze Account”, “Account”), or use the Breeze Services, you are giving us your consent to collect, use, and disclose your Personal Data, as that term is defined in our Privacy Policy, in accordance with the terms of our Privacy Policy located at <https://breeze.cash/privacy-policy>. Your consent applies for as long as you use the Breeze Services.

BY PROCEEDING, YOU EXPRESSLY ACKNOWLEDGE AND ACCEPT YOUR SOLE RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE ANTI-MONEY LAUNDERING (AML) AND COUNTER-TERRORISM FINANCING (CFT) REGULATIONS IN CONNECTION WITH YOUR USAGE OF THE BREEZE SERVICES. YOU AGREE TO UTILIZE THE BREEZE SERVICES IN A LEGAL MANNER, STRICTLY IN ACCORDANCE WITH ALL RELEVANT LAWS AND REGULATIONS. YOU ALSO AGREE NOT TO ENGAGE IN REVERSE ENGINEERING, DECOMPILING, OR ATTEMPTING TO DISCERN THE UNDERLYING CODE OR STRUCTURE OF THE BREEZE SERVICES, NOR TO USE ANY KNOWLEDGE ACQUIRED FROM UTILIZING THE BREEZE SERVICES TO DEVELOP SIMILAR OR COMPETING SERVICES. IN THE EVENT OF ANY DISPUTE, THE TERMS OF THIS AGREEMENT AS IT PERTAINS TO BREEZE SERVICES SHALL OVERRIDE AND SUPERSEDE ANY OTHER CONTRADICTORY PRIVACY POLICY, TERMS OF SERVICE, OR LEGAL AGREEMENT UNLESS EXPLICITLY AND PREVIOUSLY AGREED TO IN WRITING.

By using or accessing the Breeze Services or by clicking on a corresponding box, icon, or button, you are agreeing to these Terms of Service. If you are using the Services for or on behalf of an organization, you're agreeing to these Terms of Service on behalf of that organization, and you represent and warrant that you have the authority and are otherwise able to do so (the reference to “you” or “your” in this Terms of Service includes such organization). Breeze may update these Terms of Service from time to time in its sole discretion.

All changes are effective immediately when Breeze verifiably posts them on its Site

or other public domain. Your continued use of the Breeze Services following the posting of revised Terms of Services means that you accept and agree to the changes. You are expected to, and it is your responsibility to, check this page for updates to these Terms of Service from time to time, so you are aware of any changes, as they are binding on you. **To reiterate from above, if you do not agree to the Terms of Service or updates thereto, you must immediately stop using or accessing the Breeze Services and you may lose access to the Breeze Services.**

1. About Breeze and Breeze Services

1.1. About Breeze.

Breeze Labs, Inc. is a technology services provider that offers various software and systems solutions to help businesses streamline their payments through proprietary infrastructure and user-interface technology and relationships with its Associates. Although Breeze volunteers for many, if not all, the compliance requirements of a registered Money Service Business (“**MSB**”), or Virtual Asset Service Provider (“**VASP**”) or regional equivalent, Breeze is not a bank, money transmitter, money services business, virtual asset service provider, exchange, broker/dealer, custodian, fiduciary or similar. Breeze is not registered with the U.S. Department of Treasury Financial Crimes Enforcement Network (“**FinCEN**”), Financial Industry Regulatory Authority (“**FINRA**”) or the Securities Investor Protection Corporation (“**SIPC**”). Breeze is a technology company, and any banking and/or financial services that may, but not necessarily, be provided to you or, in some qualified cases, your customer (“**End- User**”), via the Platform are either provided by one or more licensed Associates that are regulated and legally allowed to provide these services; or between peers that have consented to engage with each other. BY ACCEPTING THIS AGREEMENT, WHETHER EXPLICITLY OR IMPLICITLY THROUGH CONTINUED USE OF THE PLATFORM WITHOUT IMMEDIATELY EXITING UPON ITS PRESENTATION, YOU UNCONDITIONALLY AGREE TO THE TERMS AND PRIVACY POLICIES OF OUR ASSOCIATES. THESE POLICIES WILL BE PROMINENTLY DISPLAYED TO YOU WHEN RELEVANT AND/OR ARE AVAILABLE UPON REQUEST. IT IS YOUR ABSOLUTE RESPONSIBILITY TO CONDUCT THOROUGH DUE DILIGENCE PRIOR TO FURTHER ENGAGEMENT WITH THE PLATFORM. CONTINUANCE ON THIS PLATFORM SIGNIFIES YOUR EXPLICIT CONSENT TO THESE TERMS. IN INSTANCES WHERE APPLICABLE, YOU OR YOUR USERS WILL BE ENTERING INTO A DIRECT LEGAL RELATIONSHIP WITH OUR ASSOCIATES TO THE EXTENT THAT THEY PROVIDE YOU ACCESS TO THEIR SERVICES THROUGH BREEZE. YOU ACKNOWLEDGE THAT YOUR INTERACTIONS WITH OUR ASSOCIATES ARE GOVERNED BY THEIR RESPECTIVE TERMS AND POLICIES, AND BREEZE ASSUMES NO LIABILITY FOR YOUR ENGAGEMENTS WITH SUCH ASSOCIATES. YOUR DECISION TO UTILIZE SERVICES OFFERED BY OUR ASSOCIATES THROUGH BREEZE IMPLIES YOUR FULL

COMPLIANCE AND AGREEMENT TO THESE TERMS AND ANY OTHER ASSOCIATED LEGAL OBLIGATIONS.

1.2. About Breeze Services.

In the case of Breeze Services or Breeze services that facilitate your access to regulated activity including but not limited to banking services (e.g. deposit accounts, cards, funds transmission), data privacy (e.g., collection and transmission of personal identifiable data) (**Breeze-Facilitated Services**), such services are either provided by our licensed Associates, which may either directly or indirectly include, without limitation, one or more national or state-chartered banks, associations, qualified custodians, payment service providers, payment processors, card networks, and in some cases decentralized ledgers. With respect to Breeze or Breeze-Facilitated Services that facilitate your access to digital asset services (e.g. digital wallets or digital asset conversion services), such digital asset services are provided by our Associates or other third-party service provider(s), or are non- custodially originated from Users.

2. Consent.

You agree to these Terms of Service when you use the Breeze Services or Breeze-Facilitated Services. You understand, as described in greater detail above, that any regulated services, including, without limitation, banking and financial services provided on your behalf via the Breeze Platform or a Platform provided by Merchants (“**a Platform**”), are provided directly to you by an Associate and not by Breeze. In some cases, certain services provided to you via the Platform may be provided to you directly by the Platform, in which case, the Platform is responsible for providing such services to you pursuant to one or more agreements between you and the Platform, as may be applicable. The Breeze Services and Breeze-Facilitated Services may allow you to easily communicate with Associates via a Platform. By using the Breeze Services or Breeze-Facilitated Services, you expressly consent to and grant to Breeze the right, power, and authority to act on your behalf to access and securely transmit your personal and financial information, including service requests, to and between any Associate and the Platform, all in accordance with our Privacy Policy and any Associate privacy policy.

3. Eligibility

3.1. Requirements

To be eligible to apply for, create, and use a Breeze Account, or to use Breeze-Facilitated Services through a Merchant that has been approved, you must be at least 18 years old; have the legal capacity to agree to these terms; are not barred from using the Breeze Services under applicable law including but not limited to individual sanctions, residence in a geography that is restricted by applicable law, or similar; you must have or be eligible to create an active account at our Associates to the extent that you wish to use any Breeze-Facilitated Services; If you are opening a Breeze Account on behalf of

a business entity (“**Business User**”), you warrant under that you are either authorized by the Business User to open a Breeze Account, are an executive officer of the Business User, or your position permits you to make important decisions for the Business User, such as in the case of a controlling party, entity, or individual.

3.2. Use Limitations

If you are a Business User, you may only use the Breeze Services for commercial purposes. If you are not a Business User, you may only use the Breeze Services for personal, consumer, or household purposes. By proceeding, you agree that you are solely and fully responsible for any legal consequences if any of the above information was inaccurately represented at the time of account creation or throughout the use of Breeze Services.

Breeze retains the discretion to, without notice, close any Breeze Accounts or access for End-Users that are discovered to not be eligible.

4. User Responsibilities

These responsibilities apply without limitation to both you and End- Users for Breeze Services and Breeze-Facilitated Services

4.1. Conduct and Use Restrictions

You agree and acknowledge that, in using the Breeze Services and Breeze-Facilitated Services, you will not provide false, inaccurate, or misleading information to Breeze or in connection with your use of the Breeze Services or Breeze-Facilitated Services; defraud or attempt to defraud Breeze, a Platform, or an Associate, including through, without limitation, receiving or attempting to receive duplicate compensation for a disputed transaction; or otherwise breaching these Terms and any applicable laws.

You agree not to use the Breeze Services and Breeze Facilitated Services (or allow your customers to use the Breeze Services and Breeze Facilitated Services) in any way or in connection with any transaction that would (or potentially would):

- Be considered a “Prohibited Use” or “Prohibited Business”, as further described and set forth in **Exhibit B**, attached hereto;
- Violate the terms for a Conditional Use or other provisions set forth in **Section 3 of Exhibit B**;
- Violate, misappropriate, or infringe the rights of Breeze, our Associates, our users, third parties, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- Are illegal, defamatory, threatening, intimidating, or harassing;

- Involve impersonating someone;
- Breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- Involve sending illegal or impermissible communications such as bulk messaging, auto messaging, auto-dialing, and the like; Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the Breeze Services, Breeze Facilitated Services or Breeze Content;
- Disguise your location through IP proxying or other methods;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail bombing the Services;
- Involve any unfair, deceptive or abusive act or practice;
- Violate any applicable law or regulation; or
- Knowingly encourage or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we have absolute discretion to remove User Content at any time and for any reason without notice. You understand that by using the Breeze Services and Breeze Facilitated Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

You agree to comply with (and require your End Users to comply with) all applicable U.K., Singapore, and other export control and trade sanctions laws. Without limiting the foregoing, you may not download the App or use the Services if (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, Syria, Venezuela, or any other country subject to United States embargo, UN Security Council Resolutions (“**UNSCR**”), HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List HM Treasury's financial sanctions regime; or (2) you intend to supply any Services to Cuba, Iran, North Korea, Sudan, Syria, Venezuela, or any other country subject to United States embargo or HM Treasury's financial sanctions regime (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, or HM Treasury's financial sanctions regime.

4.2. Account Security

You solely bear the risks associated with accessing and using your Breeze Account. You are solely responsible for the retention and security of your twelve word recovery phrase (“**Recovery Phrase**”). Your Recovery Phrase is

the only way to access the cryptocurrency associated with your Account. Anyone that has access to your Recovery Phrase can access your cryptocurrency. Breeze itself does not store or have knowledge of Recovery Phrase. **If you lose your Recovery Phrase, you will not be able to access your cryptocurrency. You acknowledge that Breeze does not store and is not responsible in any way for the security of your Recovery Phrase and you agree to hold Breeze harmless and that Breeze shall not be liable in any way in the event you lose your Recovery Phrase and cannot access your cryptocurrency.**

If any unauthorized access occurs relating to your Account credentials or Recovery Phrase, you must immediately notify Breeze to allow for appropriate review and response, if possible.

Breeze reserves the right to suspend, limit, or terminate any Account in its sole discretion, if the security or integrity of the Account is compromised or believed to be compromised. This includes but is not limited to unauthorized access by third-parties, sharing of Account credentials with unauthorized parties, or any other suspicious activity relating to the Account.

Breeze further reserves the right to disclose any information related to an Account, including but not limited to personal identification information, digital wallet contents, IP addresses, or other metadata, to any law enforcement or government authority that properly compels such disclosure through valid legal process. You agree that Breeze shall not be liable to you or any third party for any modifications, suspensions, or terminations of your Account pursuant to this policy.

We do not have access to your Associate Account, and we cannot retrieve or change your Login credentials. In cases where relevant, you must contact the Associate immediately if you become aware of or suspect any unauthorized access to your Associate Account. Your use of the Breeze platform indicates your acknowledgement and acceptance of these terms relating to Account security and management.

4.3. Obligations and Breeze-Facilitated Services

4.3.1. Registration Process

When applying to registering for a Breeze Account, you must provide complete, accurate and up-to-date information for all required elements, including your full legal name. Providing misleading information is prohibited. We reserve the right to suspend or terminate your Breeze Account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Breeze Account registration requirements or these terms.

You agree to furnish any additional identification or other documentation

requested by Breeze for identity verification, or the detection and prevention of financial crimes like money laundering and terrorism financing. This may include items such as a government photo ID, lease agreement, or utility bill to validate Account residency. You authorize Breeze to retain copies of submitted identification materials as well as conduct inquiries Breeze deems necessary—directly or via third party vendors—to verify your identity, protect users from fraud, or comply with applicable regulations. You understand such inquiries may involve disclosure of personal details to credit bureaus, data aggregators, or financial regulatory bodies, and that these entities may provide comprehensive response information for verification purposes. By accepting these terms and registering an account, you agree to promptly furnish any additional information we request and understand Breeze owes no obligation to establish an Account if identity cannot be verified or compliance obligations are unclear or unmet. Should issues ever emerge, you agree to cooperate fully with any lawful investigations.

4.3.2. Enhanced Verification

In certain circumstances, Breeze may require you to submit supplemental information for the purposes of conducting additional due diligence (“**Enhanced Verification**”, “**Enhanced KYC/B**”, “**KYC/B with ID Verification**”). This could include providing further details about your identity, occupation, business activities, financial history and sources of income/wealth. As part of the Enhanced Verification process, you may need to furnish documentation or undertake additional verification steps in order to validate the integrity and compliance status of your Breeze Account. The specific nature and scope of additional information or documentation required, if any, shall be determined at Breeze's sole discretion based on risk factors pertaining to your particular account profile, transaction history and regulatory obligations. Your prompt cooperation and submission of any materials or completion of any verification procedures reasonably requested by Breeze during Enhanced Verification review is a condition of maintaining an active Breeze Account in good standing. Breeze reserves the right to restrict or close the account if requirements are not satisfactorily met.

4.3.3. Breeze Facilitated-Services- Liabilities for Breach

While Breeze implements robust AML/CFT, OFAC and KYC/B screening and monitoring processes covering activity that occurs through its own infrastructure and products, Breeze does not control the User's separate infrastructure, applications, or platforms through which Breeze-Facilitated Services may be offered to End Users. As such, any failure by a User to properly extend and apply equivalent compliance measures to its own Services, as agreed to previously, could potentially cause irreparable damage to Breeze. By proceeding, User agrees to bear full legal responsibility for the

End Users they service. This responsibility is elaborated in §4.5.

4.4. Feedback

We welcome feedback, comments, ideas, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by contacting us at support@breeze.cash. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and to otherwise exploit the Feedback for any purpose.

4.5. Remediation

You will be fully responsible for any and all liability, losses, damages or claims that arise from or relate to unauthorized access or use of your Breeze Account, violation of these Terms, or non-compliance with applicable laws. Breeze maintains full discretion regarding remedies or actions taken in response to any such breaches, without requiring advance notice. If a breach of these Terms involves coordinated efforts by you and other Breeze Users, you and those parties may be jointly and severally liable for resulting monetary, equitable or any other damages incurred by Breeze and its Associates. Breeze's election to pursue any particular legal or equitable remedy for actual or threatened violations will not act as a waiver of Breeze's other rights or remedies, nor preclude Breeze from pursuing multiple or alternative remedies simultaneously or in the future. Breeze makes no guarantee to take action in response to violations, but retains full discretion to do so as it deems appropriate.

5. Support

5.1. Obligations to Merchants

Breeze will use commercially reasonable efforts to support all Merchants who access regulated Breeze Services directly through provision of customer assistance, network maintenance, and incident response as necessary and detailed in the associated Breeze Master Service Agreement (“MSA”).

Withdrawing

Should you or, in relevant cases, End Users wish to withdraw their consent to these Terms, or otherwise wish to cease receiving electronic communications, they must immediately contact Breeze at support@breeze.cash. If you fail to provide, or if you withdraw your consent to receive communications electronically, Breeze reserves the right to immediately close the relevant Breeze Account(s) and/or invoice for additional fees for paper copies or other

outstanding financial obligations.

6. Fees, Intellectual Property, and Taxes

6.1. Fees

We may charge fee(s) for some or part of the Services we make available to you. All applicable transaction fee(s) are set forth in the applicable fee schedule set forth in **Exhibit A**. We reserve the right to change those fee(s) at our discretion with notice. We also reserve the right to vary or waive the amount of and terms for fee(s) that apply to user(s) of the Services at our discretion in accordance with the terms of our agreement(s) with them.

In addition to the fee(s) specified in **Exhibit A**, you may incur charges from third parties for use of linked services. Third party fee(s) are not charged by Breeze and are not paid to Breeze. Please note that we shall not refund any Transaction Fee that arises as a result of you refunding Transactions (as such terms are defined in Exhibit A). You shall have sole discretion and responsibility over your fee structure for your End Users subject to applicable law and regulation.

6.2. Intellectual Property

6.2.1. Ownership

Breeze retains exclusive ownership of any and all intellectual property related to the Breeze platform, applications, software code, documentation, APIs, graphical interfaces, database structures, and related technical materials, whether existing or future versions (collectively, "Breeze IP"). Breeze IP also encompasses all modifications, improvements, integrations, derivative works and any other innovations developed during the course of this Agreement. Breeze grants its Users a limited, non-exclusive right to utilize the Breeze Services strictly for its internal business needs, benefiting both itself and End Users. During the tenure of this agreement, the User has the permission to engage with the Breeze Platform and its API, and to reproduce and use relevant resources to support their proper utilization. Except as explicitly provided, no right, title or interest in Breeze IP is granted or conferred to the User.

6.2.2. Copyright and Feedback

The content, works, communications and other materials provided by Breeze, whether displayed on or downloaded from our platform, including any names, logos, trademarks, service marks, trade names, information, data, software, scripts, graphics, photos, sounds, music, videos, interactive

features, materials and other works (the "**Breeze Content**"), are proprietary to Breeze or our content contributors. Subject to your compliance with these Terms, Breeze grants you a limited, revocable, non-exclusive license to access and make personal, non-commercial use of the Breeze Content. You may not distribute, modify or create derivative works from any Breeze Content without permission. All rights not expressly granted to you are reserved by Breeze. Any uploads, transmissions or other input of data or content by you ("**User Content**") shall be considered non-confidential, and Breeze shall have an irrevocable, perpetual license to use, store, cache, publish, and distribute such User Content for any legal purpose.

6.3. Taxes

Users and, if relevant, their End Users for Breeze Services and Breeze-Facilitated Services must cover all sales, use, ad valorem and excise, and other similar taxes imposed by governmental authorities on payments made to Breeze, excluding taxes on Breeze's income. If any need to deduct any taxes from payments to Breeze, they should adjust the payment amount to ensure Breeze receives the full amount as if no deductions occurred. Broadly, Breeze does not provide tax or legal advice. We will report any relevant information, such as our proceeds from the Platform, to the Internal Revenue Service to the extent and manner required by applicable law.

7. No Warranties and Limited Liability

7.1. No Warranties

BREEZE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, BREEZE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, QUIET ENJOYMENT, AND INTELLECTUAL PROPERTY NON-INFRINGEMENT. THE BREEZE SERVICES ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. BREEZE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE BREEZE SERVICES WILL MEET USER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BREEZE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE BREEZE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BREEZE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS, SUITABILITY, ADEQUACY, MERCHANTABILITY, PHYSICAL CONDITION, QUALITY, RECEIPT,

TRANSMISSION, DELIVERY, SEQUENCE OR OTHERWISE OF THE BREEZE SERVICES OR ANY CONTENT, DATA, MATERIALS, PRODUCTS OR SERVICES PROVIDED THROUGH THE BREEZE SERVICES. USER EXPRESSLY AGREES THAT ITS USE OF THE BREEZE SERVICES IS AT ITS SOLE RISK.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, BREEZE SHALL HAVE NO LIABILITY FOR ANY DAMAGE OF ANY KIND ARISING FROM USER'S ACCESS TO OR USE OF THE BREEZE SERVICES. WITHOUT LIMITING THE FOREGOING, BREEZE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, USE, CONTRACT OR OTHER INTANGIBLE LOSSES.

7.2. Limited Liability

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, BREEZE SHALL NOT BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR BACKUP PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY CRYPTOCURRENCY NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND TO OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ETHER OR ANY OTHER DIGITAL TOKEN OR DIGITAL ASSET ON ANY CRYPTOCURRENCY NETWORK. BREEZE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS 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 SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF BREEZE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BREEZE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD PARTIES AND ACCESSED THROUGH THE APP, SITE OR SERVICES. NONE OF BREEZE, OUR ASSOCIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS OR CONTRACTORS (COLLECTIVELY, "**BREEZE PARTIES**") SHALL BE LIABLE TO ANY USER, INCLUDING ANY AUTHORIZED USER, FOR ANY LOSSES,

DAMAGES, EXPENSES, COSTS, OR LIABILITIES ARISING OUT OF OR RESULTING FROM ANY ACTIVITIES ASSOCIATED WITH A BREEZE ACCOUNT OR ANY USE OF THE BREEZE SERVICES BY SUCH USER, INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO THE EXECUTION OF TRADES, TRANSFER OF FUNDS, STORAGE OF DIGITAL ASSETS, SERVICE DISRUPTIONS, THIRD PARTY ACTIONS, SYSTEM FAILURES, UNAUTHORIZED ACCESS, GOVERNMENTAL ACTIONS, FORCE MAJEURE EVENTS, OR OTHER CAUSES BEYOND BREEZE'S REASONABLE CONTROL.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BREEZE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION. [STOP HERE]

8. Dispute Resolution

8.1. Agreement to Arbitration

Before initiating arbitration for a dispute not amicably resolved, the parties will first attempt mediation administered by the American Arbitration Association (“**AAA**”) in Delaware, or a mutually agreed location. The parties will mutually select the mediator or if unable, the AAA will select one. If mediation is unsuccessful within 60 days, the dispute will proceed to binding arbitration described below. You agree that any dispute between you and Breeze shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://adr.org/Rules>) and you and Breeze hereby expressly waive trial by jury and right to participate in a class action lawsuit, private attorney general actions, or class-wide **arbitration**, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “**IP Protection Action**”). The exclusive jurisdiction of an IP Protection Action shall be the courts of San Francisco, California and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating IP Protection Actions.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies to the arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or, if applicable, parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be entered as a judgement and enforced in any court of law. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees. Precedential effects do not extend to non-parties. If any portion is invalid, the remainder survives. The FAA governs. Issues of scope/enforceability interpretation are determined by Delaware/federal courts.

If the arbitrator(s) or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law. Apart from the foregoing, each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur. If a court decides that any provision of this Special Arbitration Provision is invalid or unenforceable, that provision shall be severed and the other parts of this Special Arbitration Provision shall still apply. In any case, the remainder of this Terms of Service, will continue to apply.

8.2. Waiver of Jury Trial and Class Action Rights

BY PROCEEDING YOU AGREE TO THIS BINDING ARBITRATION AGREEMENT. AS A RESULT, YOU WAIVE THE RIGHT TO LITIGATE CLAIMS IN COURT OR HAVE A JURY TRIAL. SIMILARLY, YOU AGREE TO WAIVE THE RIGHT TO PURSUE A CLASS, CONSOLIDATED OR REPRESENTATIVE CLAIMS. YOU AGREE TO FOREGO THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL. ALL CLAIMS, FINDINGS, AND SETTLEMENT UNDER THIS BINDING ARBITRATION SHALL BE KEPT CONFIDENTIAL. YOUR ACCEPTANCE AND CONTINUED USE OF BREEZE'S SERVICES SHALL BE PERMANENTLY CONSTRUED AS CONSENT TO AND PARTICIPATION IN THIS BINDING ARBITRATION PROCESS. BY UTILIZING, ACCESSING OR INTERACTING WITH BREEZE IN ANY MANNER WHATSOEVER, YOU ARE EXPLICITLY AND INHERENTLY AGREEING TO RESOLVE ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES AGAINST BREEZE THROUGH BINDING INDIVIDUAL ARBITRATION AS SET FORTH HEREIN.

8.3. Governing Law

Notwithstanding your agreeing to comply with all applicable Export Laws, these Terms and any action related thereto will be governed by the laws of the state of Delaware in the United States, without regard to its conflict of laws provisions.

9. Miscellaneous

9.1. Notices and Communication

Any information that is deemed to be relevant to a User, as determined by the law, our Associates, and at the discretion of Breeze (“**Notice**”, “**Communication**”), shall be sent via e-mail or an otherwise previously agreed upon form of electronic communication. To ensure receipt, you must notify Breeze if there are any changes in your previous communications channel. You agree that Breeze’s verifiable attempt at delivery will be considered valid notice under law, even if circumstances outside of our control, such as a sudden and not imparted change in delivery address has been enacted by you or your service providers. We retain the right to temporarily suspend your Breeze Account if a Notice is undeliverable.

These Terms are written in English (U.S.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.

Unless otherwise provided in these Terms, a person or entity who is not a party to these Terms shall have no right to enforce any term of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this provision shall affect the rights of any permitted assignee or transferee of these Terms.

Contact Information

If you have any questions about these Terms or the Services, please contact us at support@breeze.cash.

9.2. Adaptation

If a court within the state of Delaware finds any part of this Agreement cannot be enforced, that part will be modified to reflect the original intent as much as possible, while the rest of the Agreement remains effective.

9.3. Force Majeure

You acknowledge and agree that Breeze cannot be held responsible for a failure to fulfill their duties if unforeseen events beyond our control prevent us from doing so. This includes but is not limited to: earthquake, flood, fire, storm, pandemic, epidemic, or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient material, supplies, labor, transportation, power, or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment, or decree.

9.4. Survival

Notwithstanding any termination or expiration of these Terms, any provisions relating to intellectual property, confidentiality, feedback, warranties and disclaimers, limitation of liability, indemnification, disputes, governing law, compliance with laws, and miscellaneous matters, shall survive and continue to bind the parties, their successors, executors, heirs, representatives and permitted assigns. Additionally, the following provisions shall explicitly survive termination: (i) Your payment obligations for any fees or costs accrued prior to termination; (ii) Breeze's right to suspend or terminate, including and especially in the future, your access for any past violations; (iii) mutual obligations to resolve any Claims through binding arbitration as described herein; (iv) your duty to promptly delete any Breeze confidential information and refrain from using our intellectual property.

9.5. Indemnification

You agree to defend, indemnify and hold harmless Breeze and its respective officers, directors, employees, agents, and suppliers from and against any third-party claim, suit, demand, loss, liability, damage, action, proceeding, judgment, settlement, penalty, fine, cost, or expense (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to (i) your breach of any provision of these Terms of Service; (ii) your or your End-Users' acts or omissions in connection with your or their use of the Breeze Services or Breeze-Facilitated Services or any Platform; (iii) any act or omission of Breeze, provided that such act or omission is the result of Breeze reasonably responding to your instructions in accordance with these Terms of Service; (iv) your or your End-Users' violation of any law and regulation; (v) your negligent or reckless act or omission, or the willful misconduct of any of your employees, contractors, or agents; (vi) the negligent or reckless act or omission, or the willful misconduct by a you offering Breeze-Facilitated services (vii) the negligent or reckless act or omission, or the willful misconduct of an End-User; or (viii) your User Content. This provision shall survive the termination of these Terms of Service.

9.6. Entire Agreement

These Terms, including any documents herein by reference, constitute the full and complete understanding and agreement between the User and Breeze relating to the subject matter hereof and there are no terms, conditions, oral or written statements, warranties, understandings or agreements pertaining to the subject matter hereof other than as stated herein or in a written agreement signed by both parties.

9.7. Title Interpretation

Any headings used in these Terms are for convenience only and shall not be used to interpret the meaning or scope of any provision. If any part of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

9.8. Order of Precedence

To the extent there is any conflict or inconsistency between the modules of the Terms and other outstanding agreements, such conflict or inconsistency shall be resolved in the following order of precedence, unless a term or condition set out in a document of lower precedence is expressly identified as taking precedence over a document of higher precedence: [Master Services Agreement], Terms of Services, and other Breeze policies.

9.9. Assignment

You agree that assigning, novation, or otherwise transferring, any of your rights or obligations under the Terms, or sub-contract the performance of any of your obligations under the Terms, without the prior written consent of Breeze is forbidden and shall be void. Breeze may assign, novate, or otherwise transfer any of its rights or obligations under the Terms to any other person, or sub-contract the performance of any of its obligations under the Terms, including the performance of the Services, at any time and without your consent, and you hereby consent to such assignment, novation, transfer or subcontracting, and agree to take all actions, including without limitation executing documents, and other assistance required by Breeze to ensure that any such assignment, novation, transfer or subcontracting is effective and enforceable. If you object to such assignment, novation, transfer or sub-contracting you may stop using our Services and terminate the Terms by contacting us and requesting us to close your Account.

9.10. Modifications

As noted previously, these Terms may be amended by Breeze from time to time in its sole discretion, with amendments becoming effective upon their

posting to the Breeze website. User's continued use of the Breeze Services after any such amendments constitute acceptance of the amended Terms.

9.11. Compliance with Applicable Laws

As described in §4.1, you agree and understand that by using Breeze Services and either using or offering Breeze-Facilitated Services in any capacity, you shall act in compliance with all applicable laws. Failure to do so may result in the suspension of your ability to use the Services or the closure of your Account. Without limitation to the above, your access to and use of your Account and the Services, and the receipt of any fee discounts and rebates, is subject to your continued compliance with all applicable laws, including the rules and directions of any applicable Regulatory Authority and, without limitation, all applicable tax, anti-money laundering ("AML") and counter-terrorist financing ("CTF") laws and regulations.

EXHIBIT A
FEE SCHEDULE

You shall pay Breeze a fee (“**Transaction Fee**”), along with any applicable VAT or similar taxes on all transactions that occur using the Application through which you accept certain blockchain-based digital currency, app coins, protocol tokens, or other digital currency from your customers (such transactions being “**Transactions**”). The pricing terms set forth herein are confidential and shall not be shared with any third parties.

EXHIBIT B
PROHIBITED USE AND PROHIBITED BUSINESSES

This policy sets forth the limitations concerning your use of the Services.

1. **PROHIBITED USE.** You may not use the Services to engage in the following categories of activity (“**Prohibited Uses**”). The Prohibited Uses extend to any third party that gains access to the Services through your account or otherwise, regardless of whether such third party was authorized or unauthorized by you to use the Services. The specific types of uses listed below are representative, but not exhaustive, of Prohibited Uses. By using the Services, you confirm that you will not use the Services to do any of the following:

1. **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Breeze conducts business, including, but not limited to, the U.S.

Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

2. **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site or App that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site or App, other accounts, computer systems or networks connected to the Site or App, through password mining or any other means; use account information of another party to access or use the Site or App; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Breeze.

3. **Abuse Other Users:** Interfere with another of our user’s access to or use of any Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Site or App about others, including, without limitation, email addresses, without proper consent.

4. **Fraud:** Activity which operates to defraud Breeze, Breeze users, or any other person; provide any false, inaccurate, or misleading information to Breeze.

5. **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; Internet gaming; contests; sweepstakes; games of chance.

6. **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of

Breeze's intellectual property, name, or logo, including use of our trade or service marks, without express consent from us; or any action that implies an untrue endorsement by or affiliation with us.

7. **Written Policies:** You may not use the Services in a manner that violates, or is otherwise inconsistent with, any operating instructions promulgated by us.

2. **PROHIBITED BUSINESSES.** The following categories of businesses, business practices, and sale items are barred from the Services ("**Prohibited Businesses**"). The specific types of use listed below are representative, but not exhaustive, of Prohibited Businesses. If you are uncertain as to whether or not your use of the Services involves a Prohibited Business, or have questions about how these requirements apply to you or your customers, please contact us at support@breeze.cash By opening an Account, you confirm that you or your customers will not use the Services in connection with any of following businesses, activities, practices, or items:

1. **Restricted Financial Services:** Check cashing, bail bonds, collections agencies. 2. **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution,

or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

3. **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.

4. **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.

5. **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongos, vaporizers, and hookahs.

6. **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.

7. **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).

8. **Adult Content and Services:** Pornography (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, or adult live chat features.

9. **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs.

10. **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.

11. **Gambling Services.**

12. **Weapons Manufacturers/Vendors.**

13. **Money Services:** Gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Services.

14. **Crowdfunding.**

15. **High-risk Businesses:** any businesses that we believe pose elevated financial risk or legal liability.

3. **CONDITIONAL USES.** Express written consent and approval from Breeze must be obtained prior to using Services for the following categories of business and/or use ("**Conditional Uses**"). Breeze may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use the Services in connection with any of following businesses, activities, or practices:

1. **Charities:** Acceptance of donations for nonprofit enterprise.

2. **Games of Skill:** Games which are not defined as gambling under these Terms or by law, but which require an entry fee and award a prize.

3. **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization.