

TERMS AND CONDITIONS OF SERVICE

Blokko Payments Inc.

Applicable Jurisdictions: United States of America | Brazil | Mexico | Panama | Bolivia

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1. Introduction and Acceptance of Terms

Welcome to Blokko Payments Inc. ("Company," "Blokko", "we," "our," or "us"). These Terms and Conditions ("Terms") govern your access to and use of our alternative payment services (collectively, the "Services") through our website, www.blokko.io (the "Site"), mobile applications, point of sale terminals and related platforms (collectively, the "Platform"). The following terms and conditions apply to all subsidiaries of Blokko, including without limitation Blokko Payments do Brasil LTDA. and Blokko Payments Mexico S.A.P.I. de C.V.

BY ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE USING THE PLATFORM AND SERVICES.

These Terms constitute a legally binding agreement between you and Blokko. We reserve the right to modify these Terms at any time, and such modifications shall be effective upon posting. Continued use of the Platform following any modification constitutes your acceptance of the revised Terms.

2. Definitions

For the purposes of these Terms, the following definitions apply:

- "Account" means a registered user account on the Platform.
- "Cryptocurrency" or "Digital Assets" means any digital representation of value, including but not limited to Bitcoin (BTC), Ethereum (ETH), and other virtual currencies that use cryptography for security and operate on distributed ledger technology.
- "Alternative Payment Methods" means payment systems or instruments other than traditional banking, including but not limited to digital wallets, prepaid instruments, and local payment solutions such as PIX (Brazil), CODI (Mexico), SPEI (Mexico), and similar systems across the world.
- "Fiat Currency" means government-issued currency, including without limitation USD (United States Dollar), BRL (Brazilian Real), MXN (Mexican Peso) and other country or region specific currencies issued by a central bank.
- "KYC" means Know Your Customer, the process of verifying the identity of users.
- "AML" means Anti-Money Laundering, policies and procedures designed to prevent illicit financial activity.
- "Transaction" means any purchase, sale, transfer, exchange, or conversion of Digital Assets or Fiat Currency on the Platform.
- "Wallet" means a digital tool that allows users to store, send, and receive Digital Assets.

3. Eligibility and Account Registration

3.1 Eligibility Requirements

To use our Services, you must meet all of the following criteria:

- Be at least 18 years of age, or the legal age of majority in your jurisdiction, whichever is greater.
- Have the legal capacity to enter into binding contracts in your jurisdiction of residence.
- Not be a resident of, or located in, any jurisdiction where the use of cryptocurrency or our Services is prohibited by applicable law.
- Not be listed on any government or international sanctions list, including but not limited to OFAC (U.S.), COAF (Brazil), UIF (Mexico), or UN sanctions lists.
- Not have been previously banned or suspended from using our Services.

3.2 Account Registration

To access certain features of the Platform, you must create an Account by providing accurate, complete, and current information. You agree to:

- Provide truthful information during registration and maintain the accuracy of such information.
- Maintain the security and confidentiality of your login credentials.
- Notify us immediately of any unauthorized access to your Account.
- Accept responsibility for all activities conducted through your Account.

We reserve the right to refuse Account registration or to suspend or terminate any Account at our sole discretion, without notice and without liability, including if we believe that a user has violated these Terms.

Certain areas or features of the Platform may be restricted to users who have obtained a user identification and password by completing a registration process described on the Platform. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities (including financial obligations and orders placed) that occur under your account or password. You agree to notify us immediately if you believe your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of the Platform by any person to whom you have provided your user identification, password or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of the Platform that may occur after you have notified us that your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

3.3 Identity Verification (KYC/AML)

In compliance with applicable regulations, including the U.S. Bank Secrecy Act (BSA), Brazil's Law No. 9,613/1998 (as amended by Law No. 12,683/2012), and Mexico's Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin (LFPIORPI), we are required to verify the identity of our merchant customers, and depending on the size of the transaction, the identity of the consumer. The merchant agrees to:

- Submit valid government-issued identification documents as requested.
- Provide proof of address and other supporting documentation.
- Undergo enhanced due diligence if required based on transaction volume or risk profile.
- Cooperate with ongoing monitoring and periodic re-verification requests.

We reserve the right to suspend or restrict Services pending completion of KYC/AML procedures. Failure to complete verification may result in limitations on withdrawals, transaction volume, and access to the Platform.

4. Description of Services

4.1 Cryptocurrency Services

Subject to these Terms and applicable law, we provide the following cryptocurrency-related services:

- Peer-to-peer Digital Asset transfers between registered users.
- Business-to-Business Digital Asset transfers
- Payment for goods or services at a physical or e-commerce point of sale with cryptocurrency or via real time payments
- Conversion between supported Digital Asset pairs.
- Digital Asset custody and wallet services.
- Real-time market data and pricing information.

4.2 Alternative Payment Services

We facilitate alternative payment methods, which may include jurisdiction-specific options:

- United States: ACH transfers, debit/credit card processing, digital wallet integrations.
- Brazil: PIX instant payment system, TED/DOC bank transfers, Boletão Bancário.
- Mexico: SPEI electronic transfers, CODI digital payments, debit/credit card processing.

Availability of specific payment methods may vary based on user location, verification status, and applicable regulations.

4.3 Service Limitations

We do not provide financial advice, investment recommendations, or tax guidance. All transactions are executed at your own risk. We are not a bank or financial institution and do not offer deposit insurance. Digital Assets held on the Platform are not insured by the FDIC (USA), FGC (Brazil), or IPAB (Mexico).

4.4 Refunds

****Note that Blokko does not facilitate refunds for transactions placed at our registered merchants. If you require a refund from the merchant, you must deal with the merchant directly through their own refund or exchange policy.**

4.5 We reserve the right to establish general practices and limits concerning use of the Platform, including without limitation restrictions relating to services requested, the maximum number of days that messages, postings or other uploaded Content will be retained by the Platform, the number of times you can edit a product request, the maximum size of any message that may be sent from or received by an account on the Platform, the type and quantity of transactional data stored and presented in connection with your account, and the maximum disk space that will be allotted on the Platform's servers on your behalf. You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted on the Platform.

We reserve the right at all times, in our sole and absolute discretion and without notice to you, to deny your access to and use of the Platform. You may not use the Platform to transmit unsolicited e-mail to the Platform or to anyone whose e-mail address is included under the domain name of <https://www.blokko.io>. Violation of these Terms and Conditions may result in a variety of actions, including cancellation of your order, limits on account privileges, and forfeiture of fees paid to us.

You agree and acknowledge that it is your sole responsibility and liability, to provide, obtain and maintain all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary to access and use the Platform.

5. Fees, Charges, and Taxes

5.1 Fee Schedule

Use of the Platform may be subject to fees, including but not limited to transaction fees, withdrawal fees, conversion fees, and network/blockchain fees ("Gas Fees"). Our current fee schedule is as provided in your Merchant Agreement with us or as charged by your ISO, ISV, Aggregator or Acquirer and is incorporated herein by reference. We reserve the right to amend our fee schedule at any time with reasonable prior notice.

5.2 Third-Party Fees

You may also incur fees charged by third parties, including but not limited to your bank, crypto exchange, currency converter, card issuer, or payment processor. We are not responsible for any such third-party fees.

5.3 Tax Obligations

You are solely responsible for determining and fulfilling all tax obligations arising from your use of our Services in your applicable jurisdiction(s), including but not limited to:

- United States: Income tax, Capital gains tax reporting to the IRS, FinCEN reporting requirements for foreign financial accounts, and compliance with applicable federal and state tax laws.

- Brazil: Compliance with Receita Federal do Brasil requirements, including monthly reporting of cryptocurrency holdings exceeding BRL 30,000 and applicable capital gains taxes under IN RFB No. 1,888/2019.
- Mexico: Compliance with SAT (Servicio de Administración Tributaria) requirements, including ISR (Impuesto Sobre la Renta) on capital gains from Digital Asset transactions.

We may provide transaction history reports to assist with your tax reporting; however, this does not constitute tax advice. You are strongly advised to consult a qualified tax professional.

6. Prohibited Activities

You agree not to use the Platform or Services for any of the following prohibited purposes:

- Money laundering, terrorist financing, fraud, human trafficking, child pornography, weapons sales, illegal gambling or any other illegal financial activity.
- Transactions involving sanctioned countries, entities, or individuals as designated by OFAC, UN, EU, or other applicable authorities.
- Evading taxes or knowingly misrepresenting your tax reporting obligations.
- Circumventing our KYC/AML procedures, including using false or fraudulent identification.
- Market manipulation, wash trading, pump-and-dump schemes, or any activity intended to artificially affect the price of Digital Assets.
- Unauthorized access to the Platform, including hacking, phishing, or exploiting system vulnerabilities.
- Conducting transactions on behalf of third parties without prior written authorization.
- Using the Services if you are under the minimum age requirement.
- Violating any applicable local, state, national, or international law or regulation.
- Using automated bots, scrapers, or other automated means to access the Platform without our prior written consent.
- if your use is in any way unauthorized, unlawful or prohibited, or that is harmful or destructive to Blokko or any third party;
- if you transmit any advertisements, solicitations, schemes, spam, flooding, unsolicited e-mail, or other unsolicited commercial communications;
- transmit any harmful or disabling computer codes, spyware, adware or viruses;
- interfere with the Platform and its network services;
- attempts to gain unauthorized access to Blokko's network services or proprietary information;
- impairs or limits our ability to operate the Platform or any other person's ability to access and use the Platform;
- uses any methods, means, or devices to access the Platform or cause access to the Platform for purposes of manipulating the results of any Internet search engine, or for any other purpose other than conducting business with Blokko;
- unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;

- harms minors in any way, including, but not limited to, uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
- uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
- dilutes or depreciates the name and reputation of Blokkio or any of its officers, agents, representatives or affiliates;
- uploads any content or images that infringes any third party's intellectual property rights or infringes any third party's right of privacy; and/or
- unlawfully uploads any confidential, proprietary or trade secret information.

Violation of any of the above prohibitions may result in immediate suspension or termination of your Account, forfeiture of any pending transactions, reporting to applicable law enforcement authorities, and civil or criminal liability.

7. Regulatory Compliance and Licensing

7.1 United States

In the United States, our Services are subject to federal and state regulations, including FinCen, the Bank Secrecy Act (BSA), the USA PATRIOT Act, and applicable state money transmission laws. We comply with OFAC sanctions screening requirements.

7.2 Brazil

In Brazil, our Services operate in accordance with the regulatory framework established by the Banco Central do Brasil (BACEN), the Comissão de Valores Mobiliários (CVM), and Law No. 14,478/2022 (the Brazilian Cryptocurrency Law). We comply with COAF (Conselho de Controle de Atividades Financeiras) reporting obligations and applicable BACEN resolutions governing virtual asset service providers.

7.3 Mexico

In Mexico, our Services are subject to the Ley para Regular las Instituciones de Tecnología Financiera (FinTech Law), CNBV (Comisión Nacional Bancaria y de Valores) regulations, UIF (Unidad de Inteligencia Financiera) reporting obligations, and Banxico (Banco de México) guidelines on virtual assets. We comply with all applicable reporting requirements.

7.4 Data Sharing with Authorities

We may be required to share user information, transaction data, and other records with regulatory authorities, law enforcement agencies, or judicial bodies in the United States, Brazil, Mexico, and/or other jurisdictions in which we operate in accordance with applicable legal obligations. By using our Services, you consent to such disclosures to the extent required by law.

8. Privacy and Data Protection

Your use of the Platform is also governed by our Privacy Policy, which is incorporated herein by reference and available at www.blokko.io/privacy. We collect, process, and store personal data in accordance with applicable data protection laws, including:

- United States: California Consumer Privacy Act (CCPA), applicable federal privacy laws.
- Brazil: Lei Geral de Proteção de Dados (LGPD — Law No. 13,709/2018).
- Mexico: Ley Federal de Protección de Datos Personales en Posesión de los Particulares (LFPDPPP).

By using the Services, you consent to the collection and processing of your personal data as described in our Privacy Policy. You have rights regarding your personal data as set forth in applicable law and our Privacy Policy. In the event of a discrepancy between this privacy notice and our Privacy Policy, the Privacy Policy shall govern.

9. Risk Disclosures

YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING RISKS ASSOCIATED WITH DIGITAL ASSETS AND ALTERNATIVE PAYMENTS:

- **Market Risk:** Digital Assets are highly volatile and their value can decrease significantly or become worthless. Past performance is not indicative of future results.
- **Regulatory Risk:** The legal and regulatory landscape for Digital Assets is evolving rapidly. Changes in law or regulation in the USA, Brazil, or Mexico may adversely affect your ability to use our Services or the value of your Digital Assets.
- **Technology Risk:** Digital Asset transactions are irreversible. Errors in wallet addresses, smart contract vulnerabilities, or system failures may result in permanent loss of Digital Assets.
- **Cybersecurity Risk:** Despite our security measures, the Platform may be subject to hacking, phishing, or other cyberattacks that could result in loss of Digital Assets or personal data.
- **Liquidity Risk:** You may not be able to sell or transfer Digital Assets quickly enough at a reasonable price.
- **Counterparty Risk:** We may be unable to fulfill our obligations in certain circumstances, including in the event of insolvency by us or a counterparty.
- **Currency Risk:** Fluctuations in exchange rates between USD, BRL, and MXN may affect the value of your transactions and holdings.

We strongly recommend that you do not utilize funds you cannot afford to lose and that you seek independent financial and legal advice before using our Services.

10. Intellectual Property

The marks appearing on the Platform, including, but not limited to, Blokko's respective logos, emblems, slogans, trade dress and designs are trademarks and/or service marks of Blokko (the "Marks"). You agree not to use or otherwise appropriate any of Blokko's Marks appearing on or in association with the Platform or any affiliated site. You will further indemnify us against any

loss or damage accruing to it as a result of your unauthorized use of the Blokko Marks, including the payment of any attorneys' fees.

Any third-party trademarks and/or service marks appearing on the Platform are the property of their respective owners and may not be used without the express permission of those respective owners. You agree not to use or otherwise appropriate any third-party trademarks or service marks appearing on or in association with Blokko or the Platform, and you assume any and all liability associated with any unauthorized use. You will further indemnify us against any loss or damage accruing to it as a result of any unauthorized use, including the payment of any attorney's fees.

You further acknowledge and agree that:

(a) all Marks, source code, calculations, products, materials, data, information, text, screens, functionality, services, design, layout, screen interfaces, the "look and feel", and the operation of the Blokko Platform (the "Platform Content") are protected by various intellectual property laws in the United States and abroad, including, but not limited to, copyright law, trademark law, and common law principles of trade secret and trade dress; and

(b) all rights associated with the Platform Content are owned by Blokko, its licensors, or third-party content providers. Furthermore, you acknowledge and agree that you do not acquire any ownership rights by downloading or viewing any Platform Content. You further acknowledge and agree that you will not in any way copy, reproduce, publish, create derivative works from, perform, upload, post, distribute, transfer, transmit, modify, adapt, reverse engineer, frame in any webpage, or alter the appearance of any Platform Content.

You may not use the Platform Content, domain names (in whole or in part), or e-mail addresses related to or derived from the Platform, nor any data, trademarks, functionality, service marks, trade names, brand names and/or logos contained within or derived from the Platform, for any purpose; meaning that you may not, among other prohibited uses, use any Platform Content, domain names, e-mail addresses, data, trademarks, service marks, trade names, brand names and/or logos on or derived from the Blokko Platform or Blokko:

- (a) in or as any meta-tag or hidden text;
- (b) in or as part of any contextual marketing directory, index, or triggering term;
- (c) as content or advertising related to any other website including, but not limited to, critical, comparative, or informational websites; and/or
- (d) as a variable or data element in any algorithm that causes another Internet browser to appear on, over, or at the same time as the Platform or controls the content of any other Internet browser window.

DIGITAL MILLENNIUM COPYRIGHT ACT

We are committed to protecting copyrights and expects you to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Blokko Platform infringes their rights under U.S.

copyright law. If you believe in good faith that any material used or displayed on the Blokko Platform infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov/>) for details. DMCA notices and counter-notices should be sent to the following address:

Blokko LLC
DMCA Compliance
12550 Biscayne Blvd Ste 110
Miami, FL33181

11. Disclaimers of Warranties

UNLESS OTHERWISE STATED IN WRITING, THE CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS AND MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BLOKKO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS AND MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM COULD INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND COULD BECOME INACCURATE BECAUSE OF DEVELOPMENTS OCCURRING AFTER THEIR RESPECTIVE DATES OF PREPARATION OR PUBLICATION. BLOKKO HAS NO OBLIGATION TO MAINTAIN THE CURRENCY OR ACCURACY OF ANY CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM.

YOU ACKNOWLEDGE AND AGREE THAT BLOKKO IS NOT, AND SHALL NOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THE PLATFORM OR ITS OPERATION, OR WITH ANY PRODUCT OR SERVICE ORDERED THROUGH THE PLATFORM, OR WITH THE HANDLING OF YOUR PERSONAL

INFORMATION BY THIRD PARTIES. AS TO THE OPERATION OF THE PLATFORM, BLOKKO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLOKKO MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE OPERATION OF THE PLATFORM WILL MEET YOUR OR ANY OTHER USER'S REQUIREMENTS; (B) ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; OR (C) ANY DEFECTS IN THE PLATFORM WILL BE CORRECTED. YOU AGREE THAT YOU, AND NOT BLOKKO, WILL BEAR THE ENTIRE COST OF ALL SERVICING, REPAIR, CORRECTION OR RESTORATION THAT MAY BE NECESSARY FOR YOUR DATA, SOFTWARE PROGRAMS OR COMPUTER EQUIPMENT BECAUSE OF ANY VIRUSES, ERRORS OR OTHER PROBLEMS YOU MAY HAVE AS A RESULT OF USING OR VISITING THE PLATFORM.

12. Limitation of Liability

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL BLOKKO BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES OR INJURY CAUSED BY ERROR, INACCURACY, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, TELECOMMUNICATIONS FAILURE OR COMPUTER VIRUS OR OTHER PROBLEM, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE CONTENT, PRODUCTS, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM, WHETHER IN AN ACTION ALLEGING BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY CONTENT, SERVICES OFFERED BY US OR OTHER THIRD PARTIES, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM. YOU AGREE THAT BLOKKO SHALL NOT BE LIABLE EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY FORMALLY ASSUME ANY AND ALL RISKS AND LIABILITY FOR THE USE OF THE PRODUCTS, MATERIALS, OR ITEMS ORDERED THROUGH THE PLATFORM, INCLUDING RISK FOR ANY INJURY OR DEATH THAT MAY OCCUR AS A RESULT OF THE USE OF ANY PRODUCT, INCLUDING ANY USE INTENTIONAL OR ACCIDENTAL USE.

YOU HEREBY FORMALLY WAIVE AND RELEASE BLOKKO FOR ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OR INJURY, INCLUDING DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES OR INJURY CAUSED BY ERROR, INACCURACY, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, TELECOMMUNICATIONS FAILURE OR COMPUTER

VIRUS OR OTHER PROBLEM, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE CONTENT, PRODUCTS, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM, WHETHER IN AN ACTION ALLEGING BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY CONTENT, PRODUCT OR SERVICES OFFERED BY US OR OTHER THIRD PARTIES, CALCULATIONS, INFORMATION, OR PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THE PLATFORM. YOU AGREE THAT BLOKKO SHALL NOT BE LIABLE EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THERE SHALL BE NO WARRANTY.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL BLOKKO'S TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED (A) THE AMOUNT PAID BY YOU, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED UNITED STATES DOLLARS (USD \$100).

Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent such exclusions or limitations are prohibited by law in your jurisdiction (including consumer protection laws in Brazil under the Código de Defesa do Consumidor, or in Mexico under the Ley Federal de Protección al Consumidor), such limitations may not apply to you.

Any communications or interactions between yourself and with third party service providers or advertisers on or through the Platform, including payment for and delivery of products or services, and any other terms, conditions, warranties or representations associated with such dealings with the service provider, are solely between you and such service provider. You acknowledge and agree that we are not responsible for the acts or omissions of its unaffiliated third party service providers and shall bear no responsibility (financial or otherwise) as a result of any action or inaction on the part of any third party with respect to your contact information, and/or any Product or Service you purchase from such third party or otherwise. Furthermore, we shall not be responsible or liable for any loss or damage, injury, or claim of any sort incurred as the result of any occurrence by a third party.

In the event that you have a problem or issue with a third party service provider or incur damage as a result of third party action or inaction for any reason, we are not responsible in any capacity, nor are we obligated to act on your behalf, or represent you in any manner or capacity, before the third party service provider. In the event that your personal data is misused by any third party, we shall bear no responsibility for such unauthorized dissemination, and shall not be liable in any way for the actions of any third party which may receive your information. In the event of a dispute between yourself and one or more third party providers or in the event of injury or damage caused by a third party, you hereby expressly release Blokko (and our affiliates and

subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. By agreeing to these Terms you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. By accepting these terms you agree that your only recourse for the recovery of claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, shall be from the third party service providers directly.

We do not assume responsibility to verify the age of individuals submitting registration forms. However, we reserve the right to request supporting information to verify the age of any individual submitting a registration form.

Not Responsible For Links to Other Web sites. From time to time the Platform may include links to third party websites. These links are provided for your convenience to offer you further information on Products and Services. We have no responsibility for the content of the linked website(s). Unless expressly stated otherwise on the Platform, we do not endorse, approve, sponsor or control, and we are not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any third party web sites to which the Platform may provide a link or may put you in contact with. By using the Platform, you acknowledge and agree that we will not be responsible or liable to you or any other person for any damages or claims that might result from your access and use of such third party content, Product and/or Service, calculation, information, products or materials.

13. Indemnification

You agree to indemnify, defend, and hold harmless Blokkio and its affiliates, subsidiaries, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with: (i) your use of the Platform or Services; (ii) your breach of these Terms; (iii) your violation of any applicable law or regulation; or (iv) any third-party claim arising from your activities on the Platform.

14. Dispute Resolution and Governing Law

14.1 Informal Resolution

Before initiating any formal dispute resolution proceeding, you agree to first contact us at customerservice@blokkio.io and attempt to resolve any dispute informally. We will attempt to resolve the dispute within thirty (30) days of receipt of your notice.

14.2 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions, the

Privacy Policy or the use of the Platform shall be filed only via arbitration located in Miami-Dade County, Florida, and you hereby consent and submit to the personal jurisdiction thereof for the purposes of any such action.

For users in Brazil, disputes not resolved informally may be submitted to the competent courts of Sao Paulo, Brazil, or to applicable consumer protection agencies (PROCON) in accordance with Brazilian law.

For users in Mexico, disputes not resolved informally may be submitted to the competent courts of Mexico City, Mexico, or to PROFECO (Procuraduría Federal del Consumidor) in accordance with Mexican law.

14.3 Arbitration (U.S. Users)

For users located in the United States, any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform that cannot be resolved informally shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration shall be conducted in Miami-Dade County, Florida. **YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTION PROCEEDINGS.**

14.4 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM AGAINST US MUST BE BROUGHT INDIVIDUALLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

15. Account Suspension and Termination

We reserve the right to suspend, restrict, or terminate your Account and access to the Services at any time, for any reason, with or without notice, including but not limited to:

- Violation of these Terms or any applicable law or regulation.
- Fraudulent, unlawful, or suspicious activity.
- Failure to complete KYC/AML verification procedures.
- Receipt of a request from law enforcement or regulatory authorities.
- Extended periods of inactivity.

Upon termination, your right to use the Platform and Services will immediately cease. We will facilitate the withdrawal of any remaining balances subject to applicable law, pending transactions, and verification requirements. We shall not be liable to you for any termination of your Account.

16. Force Majeure

We shall not be liable for any failure or delay in performing our obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics, government

actions, regulatory changes, Internet or telecommunications failures, power outages, or crypto currency exchange or blockchain network disruptions.

17. General Provisions

17.1 Entire Agreement

These Terms, together with our Privacy Policy, AML Policy, and any other policies referenced herein, constitute the entire agreement between you and Blokko with respect to your use of the Platform and Services.

17.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

17.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

17.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

17.5 Language

These Terms are provided in English. Portuguese (Brazilian) and Spanish (Mexican) translations may be made available for convenience; however, in the event of any conflict between translations, the English version shall prevail to the extent permitted by applicable law.

17.6 Electronic Communications

By using the Platform, you consent to receive communications from us electronically, including via email or notifications on the Platform. You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

17.7 Revisions.

You agree and acknowledge that we may revise or change these Terms and Conditions at any time, without notice to you, and you agree that you will be bound by the provisions of these Terms and Conditions as they appear on the Platform at the time you access the Platform. Because these Terms and Conditions may change, we encourage you to frequently review them. In addition, you agree and acknowledge that all other content, products and services, and materials on or available through the Platform are subject to updating, cancellation and/or revision without notice to you. We reserve the exclusive right to update these Terms and Conditions at any time. Your continued use of the Platform shall signify your agreement to our revised Terms and Conditions. These Terms and Conditions were last revised on **March 1st, 2026**.

17.8 You understand and acknowledge that Blokko controls and operates the Platform from within the United States of America. We make no representation that the services or products about which information may be provided on the Platform will be available (a) anywhere outside of the United States or (b) in every state within the United States. You acknowledge and agree that you are responsible for compliance with all federal, state and local laws applicable to your access to and use of the Platform.

17.9 COPPA

The Platform is not designed to appeal to children under the age of 18. Therefore, we don't knowingly attempt to solicit or receive any information from children.

18. Contact Information

If you have any questions, concerns, or complaints regarding these Terms or our Services, please contact us:

Blokko.io

Legal Department

Address: 12550 Biscayne Blvd Ste 110, Miami, FL 33181

Email: customerservice@blokko.io

For regulatory complaints in Brazil: complaints may also be directed to the Banco Central do Brasil at www.bcb.gov.br.

For regulatory complaints in Mexico: complaints may also be directed to CNBV at www.cnbv.gob.mx or CONDUSEF at www.condusef.gob.mx.

BY ACCESSING OR USING THE PLATFORM, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

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