Terms of Service

Corporate and institutional digital asset and transaction services

EFFECTIVE DATE	16 July 2026
COMPANY	NOVARC FINANCIAL LTD.
MONTANA CERTIFIED FILE NO.	D1644130-17257259
BUSINESS ADDRESS	1001 S. Main St. #7006, Kalispell, Montana 59901, United States
FINCEN MSB REGISTRATION	No. 31000332452909 - money transmitter. Registration is not a banking charter, state license, government approval or endorsement.

1. Acceptance and Scope

1.1 These Terms of Service (the "Terms") form a legally binding agreement between you and NOVARC FINANCIAL LTD. ("NOVARC", the "Company", "we", "us" or "our") concerning your access to and use of the website, portals, applications, APIs, communication channels, onboarding processes and services made available by us (collectively, the "Platform" and the "Services").

1.2 By accessing the Platform, requesting onboarding, clicking an acceptance box, signing or accepting a Quote, Order or transaction confirmation, transferring funds or Crypto Assets for an Order, or otherwise using the Services, you confirm that you have read, understood and agreed to these Terms and the Privacy Policy.

1.3 If you act for a corporation, partnership, trust, fund or other organization, you represent and warrant that you have authority to bind that organization. In that case, "you" includes both the organization and the individual acting for it.

1.4 Additional terms may apply to a particular Service or Order. A signed Client Agreement, confirmed Quote, Order confirmation, fee schedule or other transaction-specific terms are incorporated into these Terms for the applicable subject matter.

1.5 We may update these Terms by posting a revised version on the Platform or by giving electronic notice. Material changes apply prospectively from the stated effective date. They do not alter a previously confirmed Order unless required by law or agreed by the parties.

2. Company and Regulatory Status

2.1 NOVARC FINANCIAL LTD. is a Montana domestic profit corporation formed under the laws of the State of Montana, United States. The Montana Secretary of State certification letter states that the filing became effective on May 28, 2026, under Certified File Number D1644130-17257259. Its business address is stated at the beginning and end of these Terms.

2.2 NOVARC is registered with the Financial Crimes Enforcement Network of the U.S. Department of the Treasury ("FinCEN") as a money services business ("MSB") under MSB Registration Number 31000332452909. The registration identifies the registered activity as money transmission and Montana as the state of MSB activity.

2.3 FinCEN registration is a federal registration under the Bank Secrecy Act and 31 C.F.R. Section 1022.380. It is not a banking charter, state money transmitter license, approval, recommendation, endorsement, verification of information submitted by NOVARC, or guarantee by the United States Government.

2.4 Federal MSB registration does not by itself authorize NOVARC to provide regulated Services in every U.S. state or territory. A regulated Service will be offered only where NOVARC has determined that it is permitted and has obtained any state license, registration, approval or exemption required for the relevant customer, activity and jurisdiction. NOVARC may restrict or refuse Services based on customer location or transaction nexus.

2.5 NOVARC is subject to applicable requirements of the Bank Secrecy Act, FinCEN regulations, U.S. sanctions administered by the Office of Foreign Assets Control ("OFAC"), and other applicable federal and state laws. Regulatory status does not constitute approval of any Crypto Asset, investment, return, price, solvency or transaction.

2.6 NOVARC is not a bank, insured depository institution, broker-dealer, securities exchange, futures commission merchant, commodity trading adviser, investment company or investment adviser. The Services are not bank deposits and are not insured by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency.

3. Definitions

3.1 "Account" means an approved customer, business or user profile maintained only to access the Services and manage onboarding or transaction instructions. An Account is not a deposit account or stored-value account.

3.2 "Crypto Asset" means a virtual currency, digital asset, stablecoin or token supported by NOVARC for a particular Order.

3.3 "External Wallet" means a blockchain address or wallet that is not maintained as an ongoing custodial wallet by NOVARC.

3.4 "Fiat Currency" means government-issued currency supported for a particular Order.

3.5 "Order" means a request to buy, sell or exchange a Crypto Asset or Fiat Currency through the Services.

3.6 "Quote" means the exchange rate or price, fees, limits, payment instructions, settlement terms and validity period communicated for a proposed Order.

3.7 "Service Provider" means a bank, payment service provider, correspondent, custodian, liquidity provider, identity-verification provider, blockchain analytics provider, technology provider, collection agency or other third party used to deliver or support the Services.

3.8 "Technical Wallet" means a wallet address controlled by NOVARC or a Service Provider and used temporarily and solely to receive, route, exchange or settle Crypto Assets for a specific Order.

4. Eligibility, Authority and Customer Representations

4.1 You must be at least the age of majority in your jurisdiction, have full legal capacity and not be prohibited from using the Services by law, sanctions, court order, contract or internal policy.

4.2 The Services are intended primarily for corporate, professional and institutional customers. NOVARC may accept other eligible customers at its discretion and subject to applicable law, enhanced protections and risk controls.

4.3 You represent and warrant that:

- all information and documents you provide are complete, accurate, authentic and current;
- you act for your own account or for a fully identified and duly authorized organization, and not as an undisclosed agent, nominee, intermediary or underlying payment service provider;
- the funds and Crypto Assets used in connection with the Services are lawfully obtained and are not proceeds of crime;
- you are not subject to applicable sanctions and will not transact for or with a sanctioned person, restricted jurisdiction or prohibited activity;
- your use of the Services complies with all laws, licenses, registrations, tax obligations, contractual duties and internal approvals applicable to you;
- you will promptly notify us of material changes to ownership, control, beneficial ownership, address, regulatory status, business activity, source of funds, source of wealth, expected transaction activity or risk profile.

5. Registration, Accounts, Duplicate Profiles and Security

5.1 To use the Services, you must complete the onboarding process and provide the information requested by NOVARC. We may refuse or discontinue onboarding without being required to give a reason where disclosure is prohibited or would compromise compliance, security or risk controls.

5.2 You must keep your Account and contact information accurate and current. NOVARC may rely on information and instructions received through approved credentials, email addresses, telephone numbers or communication channels unless we have received notice of compromise and had a reasonable opportunity to act.

5.3 Duplicate profiles for the same customer or beneficial owner are not permitted unless approved in writing. We may merge, restrict or close duplicate profiles.

5.4 You are responsible for safeguarding credentials, devices, email accounts, passwords, authentication methods and access to any External Wallet. You must not share credentials or allow unauthorized access.

5.5 You must notify us immediately if credentials, devices, communication channels or wallet access are lost, stolen, compromised or suspected of unauthorized use. We may suspend access, require re-verification, use call-backs or request additional confirmations before acting.

6. Onboarding, Verification and Due Diligence

6.1 We may require personal identification, corporate records, beneficial ownership information, authorization documents, regulatory information, source-of-funds or source-of-wealth evidence, expected transaction activity, bank account information, wallet information and any other information reasonably required for compliance, risk management or Service Provider onboarding.

6.2 You authorize NOVARC and its Service Providers to make reasonable inquiries and to verify, screen and monitor information through reliable independent sources. Verification may include identity checks, corporate registry searches, sanctions and politically exposed person screening, adverse-media review, fraud checks, bank account ownership verification, wallet ownership verification and blockchain analytics.

6.3 We may require proof that you own or control a bank account or External Wallet. Proof may include a bank statement, confirmation from the account provider, signed wallet message, micro-transaction, screen recording, cryptographic proof or other method acceptable to NOVARC.

6.4 We may refuse onboarding, require enhanced due diligence, impose limits, delay an Order, request additional information, or suspend or terminate access where information is incomplete, inconsistent, cannot be verified, presents unacceptable risk or does not satisfy legal or Service Provider requirements.

6.5 You must respond promptly and fully to compliance requests. Failure to do so may result in delay, cancellation, return of funds, restriction or termination.

7. Services and Transaction Model

7.1 NOVARC may provide or arrange standalone, non-custodial digital asset and currency exchange services, including negotiated over-the-counter purchases and sales, fiat-to-crypto transactions, crypto-to-fiat transactions, fiat currency conversion, transaction execution, settlement coordination and related technology or compliance interfaces.

7.2 The exact Services, supported Crypto Assets, blockchain networks, Fiat Currencies, limits, pricing, settlement methods and availability vary by customer, jurisdiction, Order, Service Provider and risk assessment. General information on the Platform is indicative only unless incorporated into a confirmed Quote or agreement.

7.3 Each Order is processed independently. Unless expressly agreed in a separate written agreement, NOVARC does not provide an ongoing wallet, stored balance, deposit account, savings product, securities brokerage, staking, portfolio management, custody service or investment service.

7.4 We may add, remove, suspend or modify any Service, asset, network, currency, limit, delivery channel or feature. NOVARC is not required to accept or execute any proposed Order.

8. Quotes, Orders, Fees and Taxes

8.1 A Quote may specify the exchange rate or price, NOVARC fee or spread, third-party charges, payment instructions, settlement method, minimum or maximum amount and an expiry time.

8.2 Unless a different validity period is stated in the Quote, a Quote is valid for 15 minutes from the time it is communicated. If not accepted within that period, it expires automatically and a new Quote may differ due to market conditions.

8.3 An Order becomes binding only when confirmed by NOVARC through the applicable interface or written transaction confirmation. Once an Order is confirmed and execution has begun, it may be final and irreversible except where NOVARC expressly agrees otherwise or applicable law requires cancellation.

8.4 The quoted rate remains locked only if NOVARC receives the required funds or Crypto Assets in full, from an approved source and within the time specified or a reasonable settlement period. Late, incomplete, unidentified or non-compliant funding may result in cancellation, delay or re-pricing.

8.5 All fees and the applicable exchange rate will be disclosed before confirmation or in a separate fee schedule. Fees may be deducted from the amount transferred or added to the amount payable. Bank, correspondent, intermediary, gas, miner, validator or network charges imposed by third parties may also apply.

8.6 Prices may reflect market conditions, liquidity, transaction size, settlement timing, counterparty risk, network costs and NOVARC's spread or service fee. An indicative price does not guarantee the price of a confirmed Order.

8.7 You are responsible for taxes, duties, reporting and other public charges applicable to your use of the Services or an Order. NOVARC does not provide tax advice.

9. Funding and Payments from Third Parties

9.1 To fund an Order, you must transfer the required Fiat Currency or Crypto Assets to the bank account, payment account, wallet address or other settlement destination designated by NOVARC for that specific Order.

9.2 You must use a bank account or External Wallet that has been approved for you, unless NOVARC expressly approves a third-party payment in advance.

9.3 For an approved third-party payment, NOVARC may provide designated bank details belonging to NOVARC or a banking or payment partner. Those details are provided solely for the identified Order and do not create a bank account in your name.

9.4 You must ensure that the sender uses the correct beneficiary details, amount, currency and transaction reference. You are responsible for reconciling incoming payments and promptly reporting discrepancies.

9.5 Cash, checks, anonymous transfers and unauthorized payment methods are not accepted. Funds received through an unapproved method or from an unverified source may be rejected, held pending review or returned to the original source, subject to law and third-party charges.

9.6 Incoming funds may be subject to reversal, recall, chargeback, fraud claim or bank investigation. NOVARC may cancel or reverse the related Order and recover any corresponding amount already delivered.

10. Settlement and Delivery

10.1 After NOVARC receives the required funding and completes applicable compliance and operational checks, it will execute the Order and arrange settlement.

10.2 For a fiat-to-crypto Order, the purchased Crypto Assets are transferred to the approved External Wallet specified by you. For a crypto-to-fiat Order, the resulting Fiat Currency is transferred to the approved bank or payment account specified by you.

10.3 You are solely responsible for the completeness and accuracy of recipient details, including account number, beneficiary name, wallet address, blockchain network, destination tag or memo. NOVARC is not responsible for loss caused by incorrect or incomplete details supplied by you.

10.4 Settlement times are estimates and depend on banking cut-off times, correspondent banks, payment processors, blockchain confirmation times, network congestion, compliance checks, market conditions and other factors outside NOVARC's control.

10.5 A transaction confirmation will be sent electronically and will include available key details such as the assets provided and received, rate, fees, destination and execution date or time.

11. Non-Custodial Model and Safeguarding of Fiat Funds

11.1 NOVARC operates on a transaction-by-transaction basis and does not maintain customer deposit accounts or continuing customer balances. You cannot store Fiat Currency or Crypto Assets with NOVARC after an Order has settled.

11.2 Fiat funds received for a specific Order may be held or processed temporarily through a bank, correspondent, payment processor or other Service Provider only for the period reasonably necessary to complete, reject or reverse that Order.

11.3 Where NOVARC or a Service Provider temporarily receives Fiat Currency for a specific Order, the funds may be held in designated settlement, safeguarding or custodial accounts and will not be used for proprietary trading, lending, investment or unrelated operating expenses. NOVARC will comply with any applicable state-law safeguarding, permissible-investment, bonding or segregation requirements that apply to the relevant Service.

11.4 Where a Service Provider maintains the relevant account or payment rail, its own terms, cut-off times, compliance decisions, insolvency rules and safeguarding structure may apply. NOVARC does not represent that funds held by a third party are deposit-insured unless the third party expressly confirms that protection.

11.5 Any residual amount remaining after settlement will, where practical and legally permitted, be returned to the original funding source. NOVARC does not retain residual balances for future Orders.

12. Temporary Crypto Asset Handling and Technical Wallets

12.1 Crypto Assets received for a specific Order may be transferred temporarily to a Technical Wallet or to a wallet operated by a custodian, liquidity provider or other Service Provider solely to execute and settle that Order.

12.2 Temporary operational possession or control required for execution does not create an ongoing wallet account, deposit, fiduciary, investment management or continuing custody relationship. NOVARC will not use customer Crypto Assets for proprietary trading, lending, staking, investment or unrelated operating expenses.

12.3 After execution, the resulting Crypto Assets or Fiat Currency will be transferred promptly to the approved destination, subject to compliance, blockchain finality, partner processing and operational conditions.

12.4 You remain exposed to market movements, blockchain events and network risks during processing. NOVARC remains responsible for exercising reasonable care in carrying out confirmed instructions and selecting or instructing Service Providers, subject to these Terms and applicable law.

13. External Wallets, Networks and Supported Assets

13.1 NOVARC may support both hosted wallets maintained by third-party providers and self-hosted or unhosted wallets controlled by the customer, subject to compliance requirements.

13.2 You are responsible for selecting the correct wallet address, network and destination information. Blockchain transactions are generally irreversible. Assets sent to an incorrect address, unsupported network, incompatible token contract or wrong destination tag may be permanently lost.

13.3 We may require enhanced verification for an unhosted wallet, including proof of ownership or control, declarations regarding source and purpose, beneficiary information, micro-transactions or cryptographic proof.

13.4 We may screen wallet addresses and transaction history and may refuse or delay transactions involving mixers, tumblers, darknet markets, sanctioned services, stolen assets, ransomware, scams, high-risk protocols or other unacceptable exposure.

13.5 NOVARC does not control blockchain protocols, validators, miners, smart contracts, bridges, forks, airdrops or network governance. We are not required to support a fork, airdrop, staking reward, governance right or supplemental protocol.

13.6 We may require a specified number of confirmations and may delay settlement where a network is congested, unstable, under attack, reorganized or otherwise presents elevated risk.

14. Currency Conversion

14.1 NOVARC may provide Fiat Currency conversion as part of its exchange operations. Each conversion is a standalone transaction at the rate stated in the applicable Quote.

14.2 The amount to be received, applicable rate and fees will be disclosed before confirmation. Once accepted and properly funded within the validity and settlement period, the rate is locked for the Order.

14.3 Currency conversion does not create a multicurrency account or stored balance. NOVARC does not hold converted funds for future use after settlement.

15. AML/CFT, Sanctions and Travel Rule

15.1 NOVARC maintains controls designed to prevent money laundering, terrorist financing, sanctions evasion, fraud and other financial crime. Controls may include identity and beneficial ownership checks, politically exposed person and sanctions screening, adverse-media review, wallet screening, transaction monitoring and source-of-funds or source-of-wealth inquiries.

15.2 You must provide complete and accurate originator, beneficiary, account, wallet and transaction information where required by the Bank Secrecy Act, the USA PATRIOT Act, FinCEN regulations and guidance, OFAC sanctions requirements, a Service Provider, applicable state law or any equivalent cross-border requirement.

15.3 Where the funds transfer recordkeeping rule, travel rule or similar information requirements apply, including under 31 C.F.R. Section 1010.410, NOVARC may collect, verify, record, retain, transmit and receive information concerning the originator and beneficiary, including names, addresses, account or transaction reference numbers and other prescribed information.

15.4 Travel rule and related transaction information may be shared with banks, payment processors, correspondents, custodians, liquidity providers, other financial institutions, virtual asset service providers, FinCEN, law enforcement, regulators and other competent authorities involved in or overseeing the transaction.

15.5 Missing, inconsistent or unverifiable information may result in delay, enhanced due diligence, restriction, cancellation, return of funds or termination. NOVARC may be legally prohibited from explaining the reason for a compliance action.

16. Monitoring, Reporting and Record Retention

16.1 NOVARC may monitor customer activity, transaction patterns, wallet exposure, volumes and information during and after settlement for compliance, fraud prevention, operational risk and legal purposes.

16.2 If NOVARC knows, suspects or has reason to suspect that a transaction involves funds derived from illegal activity, is intended to hide or disguise such funds, is designed to evade Bank Secrecy Act requirements, has no apparent lawful purpose, or involves money laundering, terrorist financing, sanctions evasion, fraud or other unlawful activity, NOVARC may file a Suspicious Activity Report ("SAR") or other report with FinCEN and make disclosures to law enforcement or other competent authorities as required or permitted by law.

16.3 NOVARC may file currency transaction reports, registration updates and other reports, maintain records, and respond to lawful requests from FinCEN, the Internal Revenue Service, OFAC, the U.S. Department of Justice, state regulators, courts, law enforcement, financial institutions and other competent bodies.

16.4 NOVARC may be prohibited from disclosing that a report, investigation, request or disclosure has occurred.

16.5 Information may be shared after settlement where required for delayed travel rule transmission, transaction investigation, regulatory reporting, incident response, audit, dispute handling or record retention.

16.6 NOVARC may retain records for at least five years where required by the Bank Secrecy Act or FinCEN regulations, and for longer periods where required by other law, limitation periods, contractual duties or legitimate compliance, fraud-prevention and security needs.

17. Prohibited Uses

17.1 You must not use, attempt to use, or permit another person to use the Services:

- for unlawful, fraudulent, deceptive, abusive or unauthorized activity;
- on behalf of an undisclosed third party, underlying customer, payment service provider, money services business or virtual asset service provider unless expressly approved in writing;
- in connection with sanctions evasion, terrorist financing, money laundering, tax evasion, trafficking, ransomware, scams, stolen assets, market manipulation or other prohibited conduct;
- for a prohibited or high-risk sector identified by NOVARC or a Service Provider;
- to circumvent limits, monitoring, due diligence, security controls, geographic restrictions or transaction rules;
- to interfere with, overload, scrape, reverse engineer, copy, exploit or compromise the Platform, systems or another user;
- using false, misleading, stolen, altered or manipulated information, documents, credentials or wallet data;
- in a manner that infringes intellectual property, privacy, confidentiality or other rights of any person.

18. Risk Disclosures and No Advice

18.1 Crypto Assets involve significant risks, including volatility, illiquidity, cybersecurity incidents, loss of access, depegging, issuer or reserve risk, protocol or smart contract failure, market manipulation, network disruption, legal change and total loss of value.

18.2 Stablecoins may lose their intended peg and may be exposed to issuer, reserve, banking, redemption, smart contract, liquidity and regulatory risks. A reference to a target value is not a guarantee.

18.3 You are solely responsible for assessing whether an Order is appropriate for your financial position, objectives, risk tolerance, legal status, regulatory permissions and tax position.

18.4 NOVARC communications are factual, operational or transactional. They do not constitute investment, legal, accounting or tax advice, a recommendation, solicitation or fiduciary service.

18.5 You should obtain independent professional advice before entering into an Order. You acknowledge that you may lose the full value of a Crypto Asset or transaction.

19. Errors, Unauthorized Transactions and Disputes

19.1 You must review each transaction confirmation promptly. You must notify NOVARC of a suspected error within 14 calendar days after receiving the confirmation. A delay may prejudice investigation or recovery and may limit available remedies to the extent permitted by law.

19.2 If NOVARC determines that an error occurred due to its system malfunction, operational mistake or miscalculation, it will take commercially reasonable corrective action. If you received less than the confirmed amount, NOVARC will transfer or reimburse the difference. If you received more, you must return the excess within five business days after request.

19.3 If a materially incorrect rate was applied due to NOVARC's error, NOVARC will reimburse the direct difference. If Crypto Assets were misdirected solely due to NOVARC's error, NOVARC will use commercially reasonable efforts to recover them. If recovery is not possible, NOVARC's liability for that error is limited to the fair market value at the time of the error, up to USD 10,000 for the affected Order, except where liability cannot lawfully be limited.

19.4 If you believe an Order was executed without authorization, you must notify NOVARC immediately and no later than seven calendar days after becoming aware of it. You must provide supporting evidence and cooperate with the investigation.

19.5 If NOVARC determines that an Order was genuinely unauthorized and was not caused or facilitated by your failure to protect credentials, devices, email accounts, communication channels, bank accounts, private keys or wallets, NOVARC will reimburse the direct value of the unauthorized transaction, subject to a maximum aggregate liability of USD 10,000 per natural person, except where liability cannot lawfully be limited.

19.6 NOVARC will aim to provide a preliminary response within 10 business days after receiving sufficient information. Complex investigations may take up to 45 calendar days or longer where reasonably required by banks, networks, Service Providers, law enforcement or regulators.

19.7 NOVARC is not responsible for errors or delays caused by incorrect customer instructions, third-party banks or processors, blockchain networks, compliance obligations, unauthorized access outside NOVARC's reasonable control or force majeure.

19.8 If an Order is a remittance transfer subject to the Electronic Fund Transfer Act and Regulation E, any mandatory prepayment disclosures, cancellation rights, error-resolution procedures and remedies apply and prevail over any inconsistent provision of these Terms.

20. Chargebacks, Reversals and Recovery of Amounts

20.1 If a payment is reversed, recalled, cancelled, charged back or otherwise invalidated after NOVARC has executed an Order and delivered the corresponding Fiat Currency or Crypto Assets, you must reimburse NOVARC for the full value of the executed Order and resulting direct losses, fees and costs.

20.2 NOVARC will issue a written demand identifying the amount due. Unless a different lawful period is stated, you must pay within 14 calendar days after the demand.

20.3 If the amount is not paid, NOVARC may use lawful recovery methods, including set-off against amounts otherwise payable where permitted, third-party collection agencies and court proceedings.

20.4 You are responsible for reasonable recovery costs, including legal fees, court fees and collection agency charges, to the extent permitted by law.

20.5 Any refund will normally be returned to the original funding source, subject to compliance checks, legal restrictions and unavoidable third-party charges.

21. Refusal, Suspension, Cancellation and Termination

21.1 NOVARC may refuse, delay, restrict, suspend or cancel onboarding, access or an Order where reasonably necessary for compliance, security, fraud prevention, sanctions, operational integrity, Service Provider requirements, non-payment, breach of these Terms, unacceptable legal or reputational risk, expired Quote, failed funding or protection of NOVARC or third parties.

21.2 NOVARC may act at any stage before final settlement and may act immediately without prior notice where notice is prohibited, impractical or could compromise an investigation or security control.

21.3 Where legally and operationally permitted, NOVARC will seek to complete a compliant confirmed Order or return the relevant funds or assets to the original source after necessary checks. Returns may be reduced by unavoidable third-party costs.

21.4 NOVARC may terminate the customer relationship by electronic notice, including where you breach these Terms or law, fail due diligence, are directed by a competent authority, or present unacceptable compliance, legal, fraud, operational or reputational risk.

21.5 You may stop using the Services at any time, subject to settlement of confirmed Orders and outstanding obligations.

21.6 Termination does not affect accrued rights, payment obligations, record retention, reporting duties, chargeback recovery or provisions intended to survive, including risk acknowledgements, intellectual property, disclaimers, liability limitations, indemnity, governing law and confidentiality obligations.

22. Service Providers and Third-Party Services

22.1 NOVARC may use Service Providers for payment processing, correspondent banking, liquidity, custody or temporary asset handling, identity verification, compliance, blockchain analytics, cloud infrastructure, communications and other operational functions.

22.2 Service Providers may apply their own terms, limits, compliance checks, cut-off times and availability conditions. You must provide information reasonably required for their involvement.

22.3 NOVARC is not responsible for a Service Provider's independent acts, insolvency, outages, compliance decisions or delays, except to the extent directly caused by NOVARC's failure to exercise reasonable care in selecting or instructing that provider and only to the extent liability cannot lawfully be excluded.

22.4 The Platform may link to or integrate third-party websites, wallets, payment methods, market data, protocols or services. NOVARC does not control or endorse them and is not responsible for their content, availability, security or terms. Your use of a third-party service is governed by that provider's terms and privacy practices.

23. Service Availability, Operational Risk and Information Security

23.1 NOVARC will use reasonable efforts to maintain secure and reliable Services but does not guarantee uninterrupted, error-free or continuous availability.

23.2 We may suspend, modify or discontinue part of the Services for maintenance, security updates, incident response, compliance, technical improvements, partner changes or other operational reasons.

23.3 NOVARC maintains technical and organizational measures designed to protect systems and information and, where applicable, an operational risk and incident response framework consistent with legal requirements.

23.4 You are responsible for maintaining secure devices, current software, strong unique passwords, multi-factor authentication where available and appropriate protections for email, bank and wallet access.

23.5 You must not introduce malware, viruses, malicious code or attempt unauthorized access, denial of service, data extraction or interference. Suspected criminal or abusive activity may be reported to authorities.

23.6 If an incident has a material impact on you, NOVARC will provide notice where and in the manner required by applicable law, taking account of security and confidentiality constraints.

24. Privacy and Data

24.1 NOVARC's collection, use, disclosure, storage and protection of personal information are described in the NOVARC Privacy Policy, which forms part of these Terms.

24.2 NOVARC may disclose personal information and transaction records to regulators, financial intelligence units, law enforcement, courts, sanctions authorities, financial institutions and Service Providers where required or permitted by law or reasonably necessary to deliver the Services.

24.3 Personal information may be processed in the United States and other jurisdictions where NOVARC or its Service Providers operate. Applicable federal or state privacy, cybersecurity and data-breach rights are described in the Privacy Policy and prevail where mandatory.

24.4 Blockchain transactions may be permanently visible on public ledgers. Information associated with a wallet address or transaction may remain publicly accessible after the customer relationship ends.

24.5 Do not send passwords, private keys, seed phrases or complete payment credentials by ordinary email. NOVARC will never ask you to disclose a wallet seed phrase or private key.

25. Communications

25.1 You consent to electronic records, signatures and transactional, onboarding, compliance, security and legal communications under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state electronic transactions laws. Communications may be sent to the email address, phone number or Platform channel associated with your Account and satisfy any requirement for written notice to the extent permitted by law.

25.2 NOVARC may call or send text messages only for transaction coordination, identity or instruction verification, compliance, fraud or security investigation, and response to a support request.

25.3 NOVARC will not use calls or text messages for debt collection. Recovery of a chargeback or other amount will be conducted through written communication and lawful recovery channels.

25.4 Commercial electronic messages will be sent only with consent or as otherwise permitted by applicable law and will include an unsubscribe method where required.

25.5 Standard carrier, message and data rates may apply. You are responsible for those charges.

25.6 You must maintain current contact information and monitor communications. A notice is deemed received when sent to the last contact information provided, subject to any mandatory law.

26. Complaints

26.1 Questions and complaints should be submitted to legal@novarc.global with sufficient information to identify you, the relevant Order, the issue, dates, amounts and requested resolution.

26.2 NOVARC will acknowledge a complaint within a reasonable period and aims to provide a substantive response within 30 days after receiving sufficient information. If more time is reasonably required, NOVARC will provide an update where legally permitted.

26.3 Do not include passwords, private keys, seed phrases or full card or payment credentials in a complaint email.

26.4 FinCEN administers Bank Secrecy Act compliance and MSB registration but does not approve, recommend or endorse MSBs and does not determine ordinary contractual disputes. Nothing in these Terms restricts a non-waivable right to contact FinCEN, a state regulator, attorney general, consumer protection agency, law enforcement agency or court.

27. Intellectual Property, Website Use and Linking

27.1 The Platform, software, interfaces, content, branding, designs, databases, documentation and related intellectual property are owned by or licensed to NOVARC and are protected by applicable law.

27.2 Subject to these Terms, NOVARC grants you a limited, revocable, non-exclusive and non-transferable right to access and use the Platform solely for approved internal business or personal use of the Services.

27.3 You may not reproduce, distribute, modify, create derivative works from, reverse engineer, decompile, scrape, benchmark, resell or commercially exploit the Platform except with prior written consent or to the limited extent a restriction is prohibited by law.

27.4 You may link to the public website if the link is fair and lawful and does not damage NOVARC's reputation or falsely imply association, approval or endorsement. NOVARC may withdraw this permission at any time.

28. Disclaimers and Limitation of Liability

28.1 To the maximum extent permitted by law, the Platform and Services are provided "as is" and "as available". NOVARC disclaims implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted availability and error-free operation.

28.2 NOVARC does not guarantee that an Order will be accepted, that a price will remain available, that a blockchain network or Service Provider will operate without interruption, or that the Services will meet your particular requirements.

28.3 To the maximum extent permitted by law, NOVARC and its directors, officers, employees, affiliates and agents are not liable for indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profits, revenue, opportunity, goodwill, data or anticipated savings.

28.4 NOVARC is not liable for losses caused by market movements, depegging, protocol events, blockchain reorganizations, third-party systems, incorrect customer instructions, compromised customer credentials, inaccessible private keys, regulatory or compliance action, or circumstances outside NOVARC's reasonable control, except to the extent directly caused by NOVARC's breach of a non-excludable duty.

28.5 Except for fraud, willful misconduct, gross negligence or liability that cannot lawfully be limited, NOVARC's liability is limited to direct and reasonably foreseeable loss caused by its breach of these Terms. The specific remedies and caps in Section 19 apply to errors and unauthorized transactions.

28.6 Nothing in these Terms excludes or limits a right, warranty, remedy or liability that cannot lawfully be excluded or limited. Where you are a consumer, mandatory consumer protection rights prevail over inconsistent provisions.

29. Indemnity

29.1 You will indemnify and hold harmless NOVARC and its directors, officers, employees and affiliates from third-party claims, losses, liabilities, penalties and reasonable costs arising from:

- your breach of these Terms or a confirmed Order;
- your violation of law, sanctions or regulatory requirements;
- your misuse of the Services or inaccurate, incomplete or misleading information;
- unauthorized instructions or activity conducted through your Account, bank account or External Wallet due to your act or omission;
- your infringement of a third party's rights.

29.2 The indemnity does not apply to the extent a claim is caused by NOVARC's gross negligence, willful misconduct or fraud, or where indemnification is prohibited by law.

30. Force Majeure and Relationship of the Parties

30.1 NOVARC is not liable for delay or failure caused by circumstances beyond its reasonable control, including natural disaster, war, civil unrest, labor disruption, epidemic, governmental action, sanctions, banking disruption, market closure, liquidity interruption, telecommunications or cloud failure, cyberattack, blockchain congestion or failure, power outage or failure of a Service Provider, provided NOVARC takes reasonable mitigation steps where practical.

30.2 During a force majeure event, affected obligations are suspended for the duration of the event. NOVARC will seek to resume performance or arrange an orderly return or settlement where reasonably possible and legally permitted.

30.3 NOVARC provides the Services as an independent service provider. Nothing in these Terms creates an agency, partnership, joint venture, employment, fiduciary, trustee, deposit-taking or investment advisory relationship.

31. Governing Law and Dispute Resolution

31.1 These Terms, the Services and any dispute or claim arising from them are governed by the laws of the State of Montana and the federal laws of the United States applicable in Montana, without regard to conflict-of-laws principles.

31.2 Before commencing proceedings, the parties will use reasonable efforts to resolve the dispute through good-faith written discussions for at least 15 business days, unless urgent interim relief, limitation periods, recovery of a chargeback or regulatory action requires earlier proceedings.

31.3 Subject to any non-waivable right, the parties submit to the non-exclusive jurisdiction of the state courts located in Flathead County, Montana, and the United States District Court for the District of Montana. NOVARC may bring recovery or protective proceedings in another competent jurisdiction where assets, counterparties or evidence are located.

32. Miscellaneous and Contact

32.1 Entire Agreement and Priority. These Terms, the Privacy Policy, any confirmed Quote, Order confirmation and any additional written agreement constitute the agreement concerning the applicable Services. In a conflict, the following order applies for the specific subject matter: (a) a signed Client Agreement; (b) a transaction confirmation or confirmed Quote; (c) these Terms; and (d) general website content.

32.2 Assignment. You may not assign, transfer or subcontract rights or obligations under these Terms without NOVARC's prior written consent. NOVARC may assign, transfer or subcontract these Terms or its rights or obligations to an affiliate, successor, purchaser, financing party or Service Provider, subject to applicable law and without your consent.

32.3 Severability. If a provision is invalid, illegal or unenforceable, it will be modified to the minimum extent necessary or severed, and the remaining provisions remain effective.

32.4 Waiver. A failure or delay in exercising a right is not a waiver. A waiver must be in writing and applies only to the specific matter stated.

32.5 No Third-Party Beneficiaries. Except where expressly stated, these Terms do not give enforcement rights to any third party.

32.6 Language. The parties have requested and agreed that these Terms and related documents be written in English. The English version controls to the extent permitted by law.

32.7 Headings. Headings are for convenience only and do not affect interpretation.

32.8 Survival. Provisions that by their nature are intended to survive termination remain in effect, including payment, recovery, monitoring, record retention, risk disclosures, intellectual property, disclaimers, liability limitations, indemnity and governing law.

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