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Version 1.3

OMS - SERVICE PROVIDER DISCLOSURE & END CUSTOMER TERMS

These Terms of Use ("**Terms**") govern your access to and use of the Open Money Stack ("**OMS**"), a technology platform operated by Polygon Labs Services (Delaware) Inc. ("**Polygon**", "**we**", "**us**", or "**our**"), including the OMS platform, APIs, dashboard, and any services made available through them (collectively, the "**OMS Services**").

Please read these Terms carefully. By accessing or using the OMS Services, you ("**you**" or "**End Customer**") agree to be bound by these Terms. If you are using OMS Services on behalf of a business or other legal entity, you represent that you have the authority to bind that entity to these Terms, and references to "you" include that entity. **If you do not agree to these Terms, do not access or use the OMS Services.**

A note on Polygon's role. Polygon builds and operates the technology infrastructure that makes OMS work. Polygon is not a bank, money transmitter, or financial institution, and does not provide regulated financial services. The payment, money transmission, custody, and related financial services accessible through OMS are provided by licensed and regulated third-party financial service providers (each, a "**Regulated Service Provider**"), identified in these Terms. Your financial services relationship — including for anything involving your money, your transactions, and your account — is with the applicable Regulated Service Provider, not with Polygon. Polygon owns and controls the commercial relationship with respect to the OMS Services as between Polygon and any Referral Partner (defined below) that introduces you to the OMS Services.

What are the OMS Services?

The Open Money Stack is a payments and digital asset infrastructure platform. Through OMS, you can access the following services, subject to eligibility, your location, and the applicable Regulated Service Provider's onboarding approval:

Fiat-to-stablecoin conversion (on-ramp). Convert fiat currency (such as USD) into stablecoins (currently USDC and USDT) via supported payment methods. Converted stablecoins are held in a custodial wallet maintained by the applicable Regulated Service Provider on your behalf.

Stablecoin-to-fiat conversion and payout (off-ramp). Convert stablecoins held in your OMS account backinto fiat currency and receive the proceeds via supported payment rails. Supported rails and associated fees are described in Section 5.

Custodial wallet. A hosted wallet that holds your stablecoin balances. Your wallet is maintained and custodied by the applicable Regulated Service Provider — not by Polygon. Polygon coordinates access and notifications, but does not hold your funds or digital assets.

Cross-border payments. Send fiat or stablecoin-denominated payments across borders using OMS's supported payment rails and stablecoin infrastructure. Subject to jurisdiction restrictions set out in Section 4.5.

Virtual accounts. In certain configurations, you may be issued a virtual account number to receive incoming fiat payments, which are then automatically converted to stablecoins and credited to the wallet you specify.

Deposit addresses. In certain configurations, you may be issued an on-chain wallet address to receive incoming stablecoin payments, which are then automatically converted to fiat and credited to the bank account you specify.

Not all services are available in all jurisdictions or to all customers. The services available to you will be confirmed at the time of onboarding and at the point of each transaction.

How you may have arrived here. You may be accessing OMS Services directly through Polygon, or through a business that has informed you about OMS Services, and/or provided you with a referral link to access OMS Services via such Referral Partner's platform (a "**Referral Partner**", or "**Partner**"). Either way, these Terms apply to you. If your access is through a Referral Partner, that Referral Partner may have presented you with an OMS link to collect identity verification (KYC/KYB) information from you, by which you can share such KYC/KYB information directly with Polygon and the applicable Regulated Service Provider in order to onboard you. Your consent to that process is addressed in Section 4.6 below.

1. Regulated Service Providers

1.1 The OMS Services involve regulated financial activity performed exclusively by the Regulated Service Providers identified below. Polygon operates the Platform as a technology provider. Polygon does not hold money transmission licenses, is not registered as a money services business, and is not in the flow of funds for any regulated Transaction.

Regulated Service Provider	Jurisdiction & Regulatory Status	Role in OMS Services	Service Provider Terms
Coinme, Inc.	United States — FinCEN-registered Money Services Business (NMLS# 1185542); licensed Money Transmitter in 35 U.S. states and	Fiat on/off-ramp; USD money transmission; End Customer KYC/KYB; AML/CFT compliance program	Coinme **Terms of Service** | Coinme Help Center

	territories (see Section 1.1 below)	ownership for US fiat transactions	
Erebor Bank, N.A.	United States — Federally chartered national bank; OCC charter bank; headquartered in Columbus, Ohio	USD deposit and settlement services; virtual currency-related banking services.	Provided to you at the time of your onboarding to any applicable Erebor Services.
Cross River Bank*	United States — New Jersey state-chartered bank, FDIC-insured (Certificate #58410), subject to supervision and examination by the FDIC and the New Jersey Department of Banking and Insurance. Headquartered in Teaneck, NJ.	CRB provides USD deposit, settlement, and fiat payment rail services, serving as a regulated USD/fiat infrastructure layer.	Cross River Terms of Service

**Cross River Bank's role in the OMS Services arises from its ongoing banking relationship with Coinme, Inc. Coinme utilizes Cross River Bank to provide regulated USD fiat payment rails, with Cross River Bank furnishing the USD deposit and settlement infrastructure used to receive and disburse USD in connection with End Customers' purchases and sales of crypto assets through the OMS Services. For the avoidance of doubt, this arrangement does not alter Cross River Bank's direct onboarding relationship with End Customers or its independent regulatory obligations to such End Customers, as described in Section 1.1 and Section 4.2 below.*

1.2 Each Regulated Service Provider: (a) maintains an independent regulated relationship with each End Customer it onboards, governed by these Terms and such Regulated Service Provider's own AML/CTF Compliance Program; (b) retains sole discretion over onboarding criteria, transaction limits, supported stablecoins and fiat currencies, jurisdiction restrictions, and the suspension or termination of any End Customer's access to OMS Services; and (c) is solely responsible for performing the regulated financial services attributed to it in Section 1.1.

1.3 As of October 29, 2025, Coinme, Inc. (NMLS# 1185542) holds money transmitter licenses in the following U.S. states and territories: Alabama, Alaska, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Minnesota, Mississippi, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio,

Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Washington, and West Virginia. Current licensing status can be found at nmlsconsumeraccess.org. Where Coinme's money transmission license does not cover a given state or where additional licensing requirements apply, OMS fiat services in that state will be provided by Erebor Bank, N.A. under its national bank charter, or by Cross River Bank, or may be restricted. Applicable restrictions are communicated at the point of onboarding and through the geo-restriction schedule at [URL].

1.4 Erebor Bank, N.A. is a de novo national bank chartered by the U.S. Office of the Comptroller of the Currency (OCC). Erebor Bank is subject to OCC supervision and examination. Cross River Bank is a New Jersey state-chartered bank, FDIC-insured (Certificate #58410) and a Fed nonmember, subject to supervision and examination by the FDIC and the New Jersey Department of Banking and Insurance. OMS_fiat and certain digital asset services are provided directly by Erebor Bank, N.A. under its national bank charter and/or Cross River Bank under its state bank charter. By using OMS Services, you must agree to Erebor Bank's and/or Cross River Bank's terms of service, as applicable, in addition to these Terms.

2. Compliance Model and Onboarding Disclosure

2.1 The applicable Regulated Service Provider performs all KYC/KYB due diligence on End Customers under its own AML/CTF Compliance Program, and is the responsible party for AML/CTF compliance with respect to End Customers. Partner has no authority to approve, reject, or make representations to any person regarding the likelihood, timing, or outcome of any onboarding decision. Polygon also maintains an AML program.

2.2 Before you proceed, please review Polygon's Privacy Policy at [URL]. The Privacy Policy explains in full: (a) what personal data Polygon collects about you; (b) how Polygon uses that data; and (c) with whom Polygon shares that data, including the identity of all Regulated Service Providers and banking partners to whom your data may be routed. By using OMS Services, you acknowledge that you have read and understood the Privacy Policy.

2.3. Polygon may collect KYB/KYC documentation and information from you in the course of its own onboarding or relationship management processes, and will share that information with the applicable Regulated Service Provider. Such forwarding: (a) does not constitute approval, validation, or acceptance of any End Customer by Polygon or the Regulated Service Provider; (b) does not relieve the Regulated Service Provider of its obligation to independently review all documentation under its own AML/CTF Compliance Program; and (c) does not create any AML/CTF compliance responsibility for Polygon with respect to such documentation or the End Customers to whom it relates.

2.4- Sharing of Your Identity Verification Information

To access OMS Services, your identity verification information (which may include business verification documentation, government-issued identification, and related KYB/KYC materials) will be shared by Polygon with the Regulated Service Provider.

By accessing or using OMS Services, you:

(a) Acknowledge and consent to sharing your identity verification information with Polygon and the Regulated Service Provider for the purpose of anti-money laundering and counter-terrorism financing compliance and onboarding to OMS Services; and

(b) Acknowledge that such sharing may involve the transfer of your personal data to service providers or entities located in jurisdictions other than your own, and that such transfer is necessary for the provision of OMS Services and is carried out in accordance with Polygon's Privacy Policy.

2.5 Polygon's role in the KYB/KYC data pass-through is limited to that of a technology service provider transmitting data between you and the applicable Regulated Service Provider. Polygon and the Regulated Service Providers are responsible for ensuring that the data-sharing arrangements contemplated by this Section comply with
applicable privacy law, including the Gramm-Leach-Bliley Act (GLBA) and any equivalent non-US data protection laws.

2.6 Affirmative consent from you for the collection and transfer of your KYB/KYC information is required before any such information is forwarded. Each End Customer must affirmatively acknowledge and consent to the collection and sharing of their KYB/KYC information with Polygon and the applicable Regulated Service Provider(s) for the purposes of onboarding and ongoing AML/CTF compliance. End Customer agrees not to access OMS Services unless such consent has been provided in accordance with Section 3.2.

3. Acceptance of These Terms

3.1 By accessing or using the OMS Services, you agree to be legally bound by these Terms in their entirety. You may not access or use the OMS Services if you do not agree to these Terms. Your acceptance of these Terms is a condition of your use of the product or platform to the extent it involves the OMS Services.

3.2 Acceptance of these Terms is given through a clear, affirmative action — such as checking a box, providing an e-signature, or clicking "I Agree." A record of your acceptance will be maintained by Polygon for a minimum of five (5) years, or such longer period as required by Applicable Law.

3.3 Polygon may update these Terms from time to time in its sole discretion by posting an updated version at the appropriate user interface, with a revised date. Your continued use of the OMS Services following the effective date of any update constitutes your acceptance of the updated Terms. If you do not agree to any update, you must stop using the OMS Services.

3.3 Polygon may update these Terms from time to time in its sole discretion, by making updated Terms publicly available at [URL]. Your continued use of the OMS Services following the effective date of any update constitutes your acceptance of the updated Terms. If you do not agree to any update, you must stop using the OMS Services.

4. End Customer Disclosure

4.1 Who provides the financial services you are accessing. You are accessing financial services — including payment, money transmission, digital asset exchange, and related services — provided by one or more Regulated Service Providers, as identified in Section 4.2 below. These services are made accessible through the Open Money Stack technology platform operated by Polygon Labs Services (Delaware) Inc. ("Polygon"). Polygon is a technology company. Polygon is not a bank, money transmitter, money services business, payment institution, or electronic money institution, and does not provide regulated financial services. Polygon does not hold, transmit, or custody your funds. The regulated financial services you access are provided exclusively by the applicable Regulated Service Provider(s) under their own licenses, regulatory authorizations, and these Terms. Your legal and financial services relationship is with the Regulated Service Provider — not with Polygon or with Partner.

4.2 Regulated Service Providers. Depending on the services you access and your location, the Regulated Service Provider(s) applicable to your account may include: (a) **Coinme, Inc.** — a licensed money transmitter registered with FinCEN as a Money Services Business (NMLS# 1185542), holding money transmitter licenses across 35 U.S. states and territories. Coinme provides fiat on/off-ramp and money transmission services for most U.S.-based End Customers. Coinme's terms of service are available at https://help.coinme.com/en/articles/9039676-terms-of-service. By proceeding, you agree to Coinme's terms of service. (b) **Erebor Bank, N.A.** — a federally chartered national bank regulated by the OCC, headquartered in Columbus, Ohio. Erebor Bank provides USD deposit and settlement services, and virtual currency-related banking products. Erebor Bank's terms of service will be provided during your onboarding to Erebor's services. By proceeding, you agree to Erebor Bank's terms of service. (c) **Cross River Bank** — a New Jersey state-chartered bank, FDIC-insured (Certificate #58410) and a Fed nonmember, regulated by the FDIC and the New Jersey Department of Banking and Insurance. Cross River Bank provides USD deposit and settlement services and virtual currency-related banking products. Cross River Bank's terms of service will be provided during your onboarding to Cross River's services. By proceeding, you agree to Cross River Bank's terms of service.

4.3 What this means for you. The Regulated Service Provider — not Polygon and not the Partner — is responsible for performing the financial services described above. The Regulated Service Provider will conduct identity verification (KYC/KYB) and may require you to provide documentation before your account is activated or before any Transaction is processed. The Regulated Service Provider has sole discretion over whether to onboard you, process your Transactions, or suspend or terminate your access to OMS Services. For any dispute, complaint, or inquiry, you may contact Polygon at support@polygon.technologys. Your funds and digital assets held or transmitted through OMS Services are held by the applicable Regulated Service Provider, not by Polygon.

4.4 Blockchain and digital asset risks. Certain services involve blockchain-based transactions. Blockchain transactions are generally irreversible once confirmed — errors cannot be undone. Polygon does not necessarily operate the blockchain networks used to process transactions. Smart contracts and cross-chain protocols involve technical risks, including the possibility of bugs, exploits, or protocol

changes outside Polygon's control. You accept these risks as a condition of using the OMS Services.

4.5 Jurisdictional restrictions. Use of OMS Services is restricted or unavailable in jurisdictions subject to comprehensive U.S., EU, or UN sanctions, including Cuba, Iran, North Korea, Syria, Belarus, and Myanmar, and the regions of Crimea, Donetsk, and Luhansk. Fiat payment services may be additionally restricted in certain jurisdictions based on Regulated Service Provider licensing coverage. Additional details are available at [URL].

4.6 Your information — how it is collected and shared. You may be accessing OMS Services through a referral link provided by a Referral Partner of Polygon. In connection with onboarding you to OMS Services, Polygon will collect KYC/KYB documentation and information about you or your business and will share that information with the applicable Regulated Service Provider(s) for the purposes of AML/CTF compliance, identity verification, and onboarding, consistent with Section 2.2 of these Terms. By proceeding, you acknowledge and consent to: (a) the collection of your KYC/KYB information by Polygon; (b) the sharing of that information by Polygon with the applicable Regulated Service Provider(s) for onboarding and ongoing AML/CTF compliance purposes; and (c) the processing of your information by the applicable Regulated Service Provider(s) in accordance with their privacy notices and terms of service, linked in Section 4.2. Your information will not be used by Polygon or Regulated Service Provider for any purpose other than facilitating your access to OMS Services and complying with Applicable Law.

4.7 Not FDIC Insured. Digital assets, including stablecoins and blockchain-based tokens, are not bank deposits and are not insured by the Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC), or any other governmental or private deposit protection scheme. Fiat currency held in connection with certain payment services may be held at an FDIC-member institution; however, FDIC insurance coverage depends on the specific structure of the account relationship and applicable legal requirements, and Polygon Labs makes no representation that any particular balance is eligible for FDIC coverage. You should consult the terms of your account with the applicable financial institution for information about deposit insurance coverage.

4.8 Your acknowledgment. By clicking "I Agree" (or equivalent), you confirm that: (a) you have read and understood this disclosure in full; (b) you agree to the applicable Regulated Service Provider's terms of service, linked in Section 4.2; (c) you understand that Polygon does not provide regulated financial services and that your financial services relationship is with the applicable Regulated Service Provider; (d) you consent to the collection and sharing of your KYC/KYB information as described in Section 4.6; (e) you are not located in, ordinarily resident in, or accessing these services from a restricted jurisdiction identified in Section 4.5; and (f) you are not a person or entity designated on any Sanctions List.

5. Fees and Transaction Costs

5.1 Access to the OMS Services may be subject to fees as set forth in the applicable commercial terms agreed between you and Partner, or as otherwise communicated to you by Polygon or the applicable

Regulated Service Provider at the time of onboarding. All fees are exclusive of applicable taxes, which remain your sole responsibility.

5.2 In addition to any platform or access fees, each Transaction you initiate through the OMS Services may be subject to: (a) transaction-level fees charged by Polygon, which are collected on Polygon's behalf by the applicable Regulated Service Provider at the point of Transaction; and (b) separate fees charged by the Regulated Service Provider or its banking partners in connection with payment rails, compliance services, and related processing (including wire transfer, SWIFT, and network fees). Polygon's fees and Regulated Service Provider fees are distinct and may each appear as separate line items in your Transaction confirmation.

5.3 The applicable fees for each Transaction, including all deductions from Transaction proceeds, will be disclosed to you at the time of Transaction submission. By confirming a Transaction, you agree to the fees displayed at that time.

5.4 All Transactions are final. Except as expressly required by Applicable Law or as set forth in the applicable Regulated Service Provider's terms, fees are non-refundable once a Transaction has been submitted and accepted.

6. Prohibited Activities

6.1 You may not use, and Partner must ensure through its own terms of service and technical controls that End Customers do not use, the Platform or the OMS Services to enable, facilitate, or support any of the following (collectively, "**Prohibited Activities**"): (a) unlawful, abusive, or fraudulent activity of any kind; (b) unlawful gambling or prediction markets; (c) intellectual property infringement; (d) money transmission or money services provided to third parties by End Customers acting as unlicensed money services businesses; (e) mixing, tumbling, or obfuscation of digital asset transaction trails; (f) sanctions evasion, including circumventing geo-restrictions through VPNs, proxies, or other obfuscation methods; (g) financing of terrorism or any activity constituting money laundering; (h) transactions for persons or entities in jurisdictions subject to comprehensive sanctions, as identified in Section 4.5 and any geo-restriction schedule maintained by Polygon; or (i) any other activity that violates Applicable Law or the rules of any payment network used in connection with the OMS Services.

6.2 Polygon may update the list of Prohibited Activities in Section 6.1 at any time upon written notice to Partner.

7. Dispute Resolution and Arbitration

7.1 Before initiating any formal dispute proceeding, you agree to contact Polygon at legal notices@polygon.technology with a written description of your dispute, the relief sought, and your contact information. Polygon will attempt to resolve the dispute informally within thirty (30) days of receiving your notice. If the dispute is not resolved within that period, either party may proceed to arbitration as set forth in Section 7.2.

7.2 Except as provided in Section 7.5, any dispute, claim, or controversy arising out of or relating to these

Terms or the OMS Services — including any question regarding their existence, validity, breach, or termination — will be finally resolved by binding arbitration rather than in court. You and Polygon each waive the right to a trial by jury and to participate as a plaintiff or class member in any purported class action or representative proceeding.

7.3 Arbitration will be administered by JAMS under its Streamlined Arbitration Rules (for claims under USD $250,000) or Comprehensive Arbitration Rules (for claims of USD $250,000 or more), as applicable and as modified by these Terms. The arbitration will be conducted in English. If you are an individual consumer, the arbitration may be conducted remotely. If you are a business, the seat of arbitration will be London, England. The arbitrator's award will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Polygon will bear arbitration filing fees for claims that do not exceed USD $10,000, unless the arbitrator determines the claim is frivolous.

7.4 All arbitrations will proceed on an individual basis. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class, collective, or representative proceeding. If this class action waiver is found unenforceable in a particular case, that case will be resolved in court rather than in arbitration, and the remainder of this Section 7 will continue to apply.

7.5 Either party may seek urgent injunctive or other equitable relief from a court of competent jurisdiction to prevent actual or threatened infringement of intellectual property rights or breach of confidentiality obligations, without first exhausting the informal resolution process in Section 7.1. Claims relating to regulated financial services performed by a Regulated Service Provider must be directed to that Regulated Service Provider under its own dispute resolution procedures and are not subject to arbitration against Polygon.

7.6 These Terms are governed by the laws of Delaware, excluding conflict of law rules. Where these Terms operate as standalone terms of use for individual consumers, mandatory consumer protection laws of the consumer's jurisdiction of residence may also apply and are not displaced by this choice of law.

8. General Provisions

8.1 Each Regulated Service Provider identified in Section 1.1 is a third-party beneficiary of Sections 1.2, 2, 3, 4, 5, and 6 of these Terms, and may enforce those provisions directly against Partner to the extent they relate to that Regulated Service Provider's regulated relationship with End Customers. This designation does not create any obligation on any Regulated Service Provider to Partner.

8.2 Partner Data provided by Partner to a Regulated Service Provider in connection with End Customer onboarding will be deemed Regulated Service Provider Data upon the creation of an End Customer account, and will be governed by these Terms and the applicable Regulated Service Provider's privacy notices.

These Terms were last updated on August 3, 2026. For the previous version, contact legal@polygon.technology.