

## OKAMI CARD Terms & Conditions

Last Update: 3 September 2024

### 1. INTRODUCTION

1.1 The Services (as defined below) and the OKAMI CARD (as defined below) are provided to you by OKAMI CARD, a limited liability company incorporated in OKAMI CARD with company number 64585022-000-04-24-2.

1.2 These terms and conditions (“Terms”) govern your use of the Services, the OKAMI CARD, the Custodian’s wallet services and the Smart Contract Vault (as applicable). Please take the time to read and understand these Terms before using these services so that you are aware of your legal rights and obligations. By using the Services, the OKAMI CARD, the Custodian’s wallet services, the Smart Contract Vault and/or completing the registration process, you are entering into a legally binding contract with OKAMI CARD and shall be deemed to have expressly read, understood, and agreed to be bound by these Terms.

### 2. ONBOARDING

2.1 By signing up for the use of the OKAMI CARD, you represent and warrant that:

- (a) you understand that the promotion and/or distribution of the Services, the OKAMI CARD, the Custodian’s wallet services, the Smart Contract Vault, and/or the App outside of OKAMI CARD may require a licence and that you confirm you are accessing and registering for the same on your own initiative without active promotion and/or solicitation from OKAMI CARD, any of its group companies and/or any of its affiliated, associated or connected persons;
- (b) you are an approved user of the App who has completed the registration process and received an approval email from us;
- (c) you have read, understood and agreed to our Privacy Notice which are published on the following website: <https://www.okami.org/policy.html>;
- (d) you have attained the minimum age required under all relevant Applicable Laws for using the Services, the OKAMI CARD, the Custodian’s wallet services and/or the Smart Contract Vault (as applicable) and the other services provided under these Terms;
- (e) you have the full right, power, and authority to agree to these Terms;
- (f) you are the authorised user of the Enabled Device;

- (g) you fully understand and accept the risks associated with using the Custodian Wallet, the Self-custody Wallet and/or the Smart Contract Vault;
- (h) you do not currently hold a OKAMI CARD (under any same or different name); and
- (i) you are not impersonating any other person, operating under an alias or otherwise concealing your identity.

2.2 In addition to the above, you agree to provide us with all information and/or documents requested by us (including such information and/or documents as may be required by us for compliance with Applicable Law) from time to time.

2.3 You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your Custodian Wallet or Self-custody Wallet, your use of the Services, including to identify or authenticate your identity or validate your funding sources or transactions. This may include, without limiting the generality of the foregoing, requiring further information and/or documents that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third-party databases or through other sources.

2.4 If you are using a Self-custody Wallet in connection with a OKAMI CARD, upon successful completion of all applicable know your customer (KYC) checks and other applicable due diligence checks, you may from time to time designate Acceptable Tokens of such amount determined in your sole discretion in your Self-custody Wallet ("Locked Tokens") to be locked in the Smart Contract Vault by means of the Smart Contract. You agree and authorise the Smart Contract to, upon your purchase of any OKAMI CARD, deduct Locked Tokens from your Smart Contract Vault for settlement of the relevant purchase price and all other associated fees and charges as may be determined and applied at OKAMI CARD's sole discretion.

2.5 We are entitled, in our sole discretion, to refuse your application for or to suspend, terminate or limit your use of the Services, and/or to change the eligibility criteria for registration at any time.

2.6 We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you confirm that you consent to us or a third-party carrying out such verifications on our behalf.

2.7 You must ensure any information provided to us, or any of our third-party service providers, is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process may also result in your inability to use the Services.

### 3. THE SERVICES

3.1 The Services provided to users of the OKAMI CARD encompass a range of financial activities, including but not limited to:

(a) Provision of credit for transactions: OKAMI CARD provides a line of credit to you for using the OKAMI CARD, allowing for:

(i) purchase of goods or services from Merchants worldwide which accept payments by a OKAMI CARD, in accordance with the relevant Card Network Rules;

(ii) settlement of card balances associated with any Card Transactions (“Card Balances”), in each case in accordance with these Terms;

(iii) cash withdrawals from ATMs, subject to the availability and terms of such services;

(iv) other transactions that may be conducted using a OKAMI CARD, all in adherence to these Terms.

(b) Management of the Custodian Wallet: If you are using a Custodian Wallet in connection with a OKAMI CARD, OKAMI CARD will manage the virtual assets held in the Custodian Wallet on your behalf and in accordance with these Terms.

(c) Management of the Self-custody Wallet: If you are using a Self-custody Wallet in connection with a OKAMI CARD, OKAMI CARD will have no control over the virtual assets in your Self-custody Wallet, save as otherwise provided under these Terms. Subject to Clause 2.4 above, you may from time to time designate Locked Tokens to be locked in the Smart Contract Vault for the purpose of securing payments for your future Card Transactions. You agree and authorise the Smart Contract to deduct Locked Tokens from your Smart Contract Vault for settlement of your Card Balances in accordance with these Terms.

3.2 If you are using a Custodian Wallet in connection with a OKAMI CARD, you acknowledge that the virtual assets in the Custodian Wallet will be managed by OKAMI CARD, as outlined in these Terms, to ensure the proper functions of the OKAMI CARD, for security purposes and for compliance with Applicable

Law. If you are using a Self-custody Wallet in connection with a OKAMI CARD, you acknowledge that you are solely responsible for the management and security of your virtual assets in the Self-custody Wallet; *provided that* Locked Tokens may be frozen, converted and deducted from your Smart Contract Vault by means of the Smart Contract for the purpose of settlement of your Card Balances in accordance with these Terms.

3.3 OKAMI CARD reserves the right to update, modify, suspend, disable, or restrict access to, or discontinue the Services, or any features, components, or content thereof at any time, for any reason, without notice or liability to the user. There is no guarantee that specific services, features, components, or content will always be available.

#### 4. CARD ISSUANCE AND PRE-AUTHORISATION OF CARD TRANSACTIONS

##### 4.1 (a) Card Issuance

The OKAMI CARD is a credit card issued under the Card Issuance Services. The OKAMI CARD can be used to pay for goods and services at retailers which accept cards issued under the relevant Card Network. The OKAMI CARD may also be used to withdraw cash through ATMs outside of OKAMI CARD which accept cards issued under the relevant Card Network.

##### (b) Pre-authorisation of Card Transactions

Card Transactions made on your OKAMI CARD will be settled by OKAMI CARD on the relevant Card Network. You authorise OKAMI CARD to freeze your Acceptable Tokens in your Custodian Wallet or your Locked Tokens in your Smart Contract Vault (as the case may be) with an amount equivalent to the Settlement Amount.

##### (c) Conversion and Deduction

When a Card Transaction is made, you authorise OKAMI CARD to convert (where applicable) and deduct the Acceptable Tokens from your Custodian Wallet or, as the case may be, the Locked Tokens from your Smart Contract Vault (in each case, "Settlement Assets") with an amount equivalent to the Settlement Amount in respect of the relevant Card Transaction into any stablecoins or fiat currencies ("Converted Assets") at the discretion of OKAMI CARD, with reference to the prevailing market exchange rate between the Settlement Assets and the relevant Converted Assets at the time of such conversion as may be applied at the discretion of OKAMI CARD, and to apply the relevant Converted Assets for the settlement of the Card Balances associated therewith.

4.2 The utilisation of the OKAMI CARD, including your credit limit, the maximum value of any single Card Transaction for which such OKAMI CARD may be used, the daily maximum aggregate value of Card Transactions and the monthly maximum aggregate value of Card Transactions, will be subject to limits set by OKAMI CARD (collectively, “Card Limits”). The applicable Card Limits will be set out on the App or the Site. OKAMI CARD may, in its sole discretion, apply different Card Limits to you specifically and may without notice to you increase or reduce any such applicable Card Limit from time to time. Card Transactions in excess of any applicable Card Limit will be rejected by OKAMI CARD. You must not effect any transaction that exceeds any Card Limit applicable to you. If any purchase or withdrawal made by you exceeds any such Card Limit, the transaction will be declined.

4.3 As a registered user of the App, you may make a request to OKAMI CARD for the issuance of a OKAMI CARD to you. A OKAMI CARD will be issued to you upon approval of such request by OKAMI CARD. Activation of the OKAMI CARD must be completed through the App. OKAMI CARD reserves the right to decline your request for issuance of a OKAMI CARD, or to revoke at any time any OKAMI CARD already issued for whatever reason.

4.4 You acknowledge that each physical OKAMI CARD is and remains at all times the property of OKAMI CARD and you shall:

- (a) exercise all due care and diligence in the custody, care and use of the OKAMI CARD;
- (b) not tamper or allow anyone to tamper, with the OKAMI CARD;
- (c) not permit the OKAMI CARD to be used in any unauthorised manner, including sharing the use of the OKAMI CARD with another person;
- (d) not intentionally deface or damage the OKAMI CARD; and
- (e) not affix, print or attach anything or matter onto the OKAMI CARD or otherwise alter, remove or replace any notice, logo or design on the OKAMI CARD.

4.5 Unless earlier terminated or cancelled, each OKAMI CARD shall be valid for such period as may be determined by OKAMI CARD and as indicated on the App. If you have used the OKAMI CARD in the period of one month before its expiry date, we will send you an email to inform you that we will automatically renew the card; *provided that* OKAMI CARD may charge a renewal fee as may be determined by OKAMI CARD and as indicated on the App and you agree and acknowledge that such fee may be debited from your Wallet Balance or Smart Contract Vault Balance (as applicable), deducted at the settlement of your Card

Balances or otherwise charged to you separately. These Terms will continue to apply to the new card. If you decide not to renew the existing OKAMI CARD, please contact us via the App.

4.6 You are responsible for all Card Transactions incurred on your OKAMI CARD. You shall not use your OKAMI CARD in relation to any transaction or activity which is illegal or prohibited under Applicable Laws in the jurisdiction where such transaction or activity is effected or in your country of residence. You shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected, including without limitation where arising in connection with any negligence on your part. In this regard you acknowledge the risk of unauthorised Card Transactions being carried out and accept the risk of such unauthorised Card Transactions.

4.7 You shall keep the Card Data of all your OKAMI CARD strictly confidential and not share the Card Data with any persons other than as necessary to conduct a transaction. When sharing Card Data with Merchants, you will take all precautions to ensure the security and continued confidentiality of the Card Data. For the avoidance of doubt, providing Card Data in clear text over fax, email or other unencrypted or otherwise unprotected media is not considered to be secure. Neither of us, nor our respective affiliates, shall under any circumstances be liable to you for unauthorised transactions caused by your failure to keep the Card Data secure.

4.8 You shall promptly notify us without undue delay upon discovering that there has been any:

(a) inappropriate or unauthorised disclosure of and/or use of your PIN and/or any of the Card Data; and/or

(b) inappropriate or unauthorised access to and/or use of any of the Services effected using your PIN and/or any of your Card Data,

and you shall promptly take such steps as may be specified by us in relation to the foregoing matters (including to change your PIN).

## 5. CHARGEBACK

5.1 You shall contact us at [support@okami.org](mailto:support@okami.org) without undue delay in the event of any dispute regarding the validity of any Card Transaction or request for Chargeback no later than 60 days after the transaction date in respect of a dispute to be reviewed and raised. We will assist you in resolution of the dispute or direct such request to the Merchant or the relevant Card Network for processing.

5.2 You will be required to comply with the relevant Card Network Rules in relation to such dispute or Chargeback request, including furnishing a written explanation of the dispute or Chargeback request and/or a copy of the related sales transaction receipt and any other information and supporting documents that OKAMI CARD and/or the relevant Card Network may require.

5.3 OKAMI CARD reserves the right to investigate any disputed transaction. In the event of any investigation by OKAMI CARD or competent authority, you agree to assist and cooperate by providing OKAMI CARD with any additional information and/or documentation.

5.4 If evidence reasonably concludes that any disputed transaction is either a result of your wilful default, fraud or negligence, or in compliance with these Terms, you agree and authorise us to deduct the amount from the disputed transaction and any such associated charges and fees from your Custodian Wallet or, as the case may be, from your Smart Contract Vault by means of the Smart Contract.

5.5 Any fees imposed by OKAMI CARD and/or the relevant Card Network for the processing of such dispute or Chargeback request may be deducted from your Wallet Balance or Smart Contract Vault Balance (as applicable) or claimed from you and shall not be refundable for any reason whatsoever.

5.6 You hereby agree and accept that (a) OKAMI CARD and/or the relevant Card Network may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute or Chargeback request; and (b) the decisions of OKAMI CARD and/or the relevant Card Network on all matters relating to or in connection with such dispute or Chargeback request is final and conclusive and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant Card Network from time to time. You acknowledge and agree that the repayment of any amount previously charged to your OKAMI CARD may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant Card Network from time to time.

5.7 In any event, you acknowledge and agree that OKAMI CARD and the relevant Card Network shall not be liable to you in respect of any matter relating to or arising out of such dispute or Chargeback request.

## 6. THE APP

6.1 The functions of the App, which may change from time to time without notice to you at OKAMI CARD's sole discretion, currently allow you to perform one or more of the following actions (as applicable):

- (a) request for the issuance of OKAMI CARDS;
- (b) change the settings associated with your OKAMI CARDS, e.g. setting and changing your OKAMI CARD PIN number;
- (c) view the Transaction History by month (no paper statements will be provided by OKAMI CARD);
- (d) request for OKAMI CARDS to be disabled, enabled or blocked;
- (e) load your Custodian Wallet; and
- (f) top-up or withdraw virtual assets to or from your Custodian Wallet.

6.2 Subject always to your continuing compliance with these Terms, OKAMI CARD will grant to you a limited, non-transferable, non-exclusive licence to use the App insofar as owned by or licensed through OKAMI CARD on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved.

6.3 Some software components used in the App may be offered under an open source or other licence as we may notify to you, in which case your use of those components of the App shall be governed by those terms to the extent only of any inconsistency between these Terms and those terms.

6.4 You acknowledge and agree that your use of the Services is at all times subject to your compliance with these Terms and all other applicable terms.

## 7. YOUR DEVICE

7.1 You acknowledge and agree that, in connection with your use of the App, you shall be responsible for the following, at your own cost:

- (a) obtaining all necessary hardware, software and communications services necessary for your use of the App in accordance with these Terms;
- (b) installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use of the App in accordance with these Terms; and
- (c) installing updates and patches for the App and your Enabled Device in a prompt and timely manner.

7.2 Without prejudice to the foregoing and any other terms in these Terms, you shall be solely responsible and liable for any access to and use of the App and Services through your Enabled Device, notwithstanding that such access may have been effected without your knowledge, authority or consent. OKAMI CARD shall not be liable to you for any loss or damage resulting from such use.



7.3 Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by contacting us at [support@okami.org](mailto:support@okami.org). In addition, where your Enabled Device has been accessed or used in an unauthorised manner, you should, as soon as possible, reset the password on your Enabled Device.

## 8. CUSTODIAN WALLET

8.1 This Clause 8 shall only apply if you are using a Custodian Wallet in connection with a OKAMI CARD.

8.2 Your virtual assets deposited in the Custodian Wallet are held in custody by a third-party Custodian. OKAMI CARD has established a contractual relationship with the Custodian to ensure the secure management of your virtual assets. By using the Custodian Wallet, you confirm that you understand the inherent risks associated with using the Custodian Wallet, including but not limited to:

- (a) system risks: risks related to the operation and security of the Custodian's systems and platforms;
- (b) market risks: risks arising from the volatile nature of virtual currencies and their fluctuating market values;
- (c) regulatory risks: risks associated with changing regulations and legal compliance of the Custodian;
- (d) security risks: risks related to the potential loss or theft of virtual assets due to cyberattacks or breaches by the Custodian; and
- (e) operational risks: risks arising from operational failures, errors, or disruptions in the Custodian Wallet.

8.3 OKAMI CARD has the right to give various instructions to the Custodian for the purpose of settling your Card Balances. Such instructions may include, but shall not be limited to, freezing, converting and transferring the virtual assets held in the Custodian Wallet as may be required for settlement purposes, as further described in Clause 4.1 above. The Custodian is obligated to act upon such instructions of OKAMI CARD from time to time in accordance with the terms of their agreement.

8.4 OKAMI CARD may select, evaluate, and if necessary, change the Custodian from time to time at its sole discretion. Should OKAMI CARD decide to change the Custodian, you authorise OKAMI CARD to transfer all the virtual

assets held in the Custodian Wallet to the new Custodian for the purpose of continuing to use the OKAMI CARD.

8.5 The Custodian is responsible for the security of your virtual assets held in the Custodian Wallet. OKAMI CARD and its affiliates are not liable to you or any other person in respect of any losses, damages or liabilities (including but not limited to tax liabilities) associated with your Custodian Wallet or any virtual assets held therein or otherwise caused by or attributable to the actions or omissions of the Custodian.

8.6 Your Custodian Wallet comprises individual vault accounts designated for respective OKAMI CARD users for the purpose of initial storage of the approved virtual assets. Subsequently, all such virtual assets of different OKAMI CARD users will be swept into a ring-fenced, pooled, centralised omnibus vault account (the "Pooled Account") held by OKAMI CARD, which is segregated from OKAMI CARD's own proprietary accounts. The Pooled Account will include all virtual assets of all users of OKAMI CARDS, but:

- (a) your Custodian Wallet will at all times be maintained in the account records of OKAMI CARD; and
- (b) your identity and your share of the virtual assets in the Pooled Account (as represented by your Wallet Balance) will be maintained in the records of OKAMI CARD.

8.7 The Custodian Wallet is not a debit card supported by a bank account and does not in any way connect to or constitute a savings account or a checking account. No interest will be paid for virtual assets maintained in the Custodian Wallet.

8.8 The Custodian Wallet is not a deposit account and the virtual assets held therein are not qualified for protection by the Deposit Protection Scheme (as referred to in the Deposit Protection Scheme Ordinance (Cap. 581 of the Laws of OKAMI CARD) in OKAMI CARD.

8.9 You acknowledge and/or warrant that:

- (a) OKAMI CARD has the sole discretion to modify or make necessary arrangements in relation to the Custodian Wallet, including but not limited to (i) choosing to follow one or more chains resulting from a fork in the virtual assets or (ii) modifying the Pooled Account arrangement;
- (b) OKAMI CARD is not acting as a trustee, fiduciary or escrow agent with respect to your virtual assets;

(c) you authorise OKAMI CARD to freeze, convert and transfer your virtual assets on your behalf as may be required under these Terms;

(d) you are not a party to any agreement between OKAMI CARD and the Custodian, and you have no right to enjoy or enforce any benefit under such agreement; and

(e) all virtual assets deposited by you into the Custodian Wallet are of legal origin and in compliance with all Applicable Law.

## 9. SELF-CUSTODY WALLET AND SMART CONTRACT VAULT

9.1 This Clause 9 shall only apply if you are using a Self-custody Wallet in connection with a OKAMI CARD.

9.2 OKAMI CARD has no control over the virtual assets deposited in your Self-custody Wallet, save as otherwise provided under these Terms. You acknowledge and accept that OKAMI CARD is not responsible for the security and management of your Self-custody Wallet and the virtual assets therein.

9.3 The Smart Contract Vault does not provide any debit card function, is not supported by a bank account and does not in any way connect to or constitute a savings account or a checking account. No interest will be paid for virtual assets locked in the Smart Contract Vault.

9.4 The Smart Contract Vault is not a deposit account and the virtual assets locked therein are not qualified for protection by the Deposit Protection Scheme (as referred to in the Deposit Protection Scheme Ordinance (Cap. 581 of the Laws of OKAMI CARD) in OKAMI CARD.

9.5 You acknowledge and/or warrant that:

(a) OKAMI CARD has the sole discretion to modify or make necessary arrangements in relation to the Smart Contract or the Smart Contract Vault;

(b) OKAMI CARD is not acting as a trustee, fiduciary or escrow agent with respect to the Locked Tokens;

(c) you authorise OKAMI CARD to freeze, convert and deduct Locked Tokens from your Smart Contract Vault by means of the Smart Contract as may be required under these Terms; and

(d) all virtual assets in your Smart Contract Vault are of legal origin and in compliance with all Applicable Law.

9.6 When you use your OKAMI CARD in conjunction with the Smart Contract Vault, you agree to the following:

(a) Locking of Assets: You authorise Locked Tokens to be locked in the Smart Contract Vault from time to time to secure payments for your future Card Transactions. Once the Locked Tokens are locked in the Smart Contract Vault, they cannot be utilised for any other transactions or purposes.

(b) Automatic Execution: Upon the occurrence of a Card Transaction, Locked Tokens with an amount equivalent to the Settlement Amount will be automatically frozen, and subsequently be deducted from your Smart Contract Vault by means of the Smart Contract for the settlement of the relevant Card Balances, as further described in Clause 4.1 above.

(c) Control: OKAMI CARD has no control over, or access to, your Self-custody Wallet or the virtual assets therein, save for such interaction with the Locked Tokens locked in the Smart Contract Vault by means of the Smart Contract and in accordance with these Terms.

(d) Understanding the Smart Contract: You represent and confirm that you fully understand the terms of the Smart Contract and how it operates. You acknowledge and accept that you are bound by the terms of the Smart Contract and you are solely responsible for the fees incurred in connection with the Smart Contract and the operations of the Smart Contract and the Smart Contract Vault.

9.7 OKAMI CARD reserves the right to modify the terms of the Smart Contract to improve its functionality, to address security issues, to comply with Applicable Law or otherwise in its sole discretion. By continuing to use the OKAMI CARD or otherwise interact with the Smart Contract Vault or the Smart Contract, you will be deemed to have accepted the modified terms of the Smart Contract.

9.8 Subject to the settlement by you of all outstanding Card Balances and associated fees and charges, you may request to terminate the control by the Smart Contract of any of your Locked Tokens at any time. Upon termination, the relevant Locked Tokens locked in the Smart Contract Vault will be released, subject to the deduction of any fees and charges imposed by the blockchain networks or otherwise for these purposes.

## 10. TOP-UPS TO YOUR CUSTODIAN WALLET OR SMART CONTRACT VAULT

10.1 To add virtual assets to your Custodian Wallet or to lock virtual assets in your Smart Contract Vault, you must adhere to the instructions provided on the App, the Site or the Smart Contract (as applicable). The Custodian Wallet and the Smart Contract Vault only accept Acceptable Tokens as valid forms of virtual assets for top-ups.

10.2 Each of OKAMI CARD and (if you are using a Custodian Wallet in connection with a OKAMI CARD) the Custodian has the right to conduct thorough know your customer (KYC) checks, know your transaction (KYT) checks, anti-money laundering (AML) checks and other due diligence checks on all virtual assets and transactions associated with your Custodian Wallet or your Smart Contract Vault (as the case may be). You are required to provide accurate and complete information and documentation upon request to facilitate these checks.

10.3 If, at any point, OKAMI CARD deems it necessary to freeze a portion, or all of, the virtual assets in your Custodian Wallet or the virtual assets locked in your Smart Contract Vault (as the case may be) in accordance with these Terms, you will be restricted from accessing or transacting with the affected assets until the freeze is lifted.

10.4 You hereby represent and warrant that all virtual assets used to top-up your Custodian Wallet or Smart Contract Vault (as applicable) are legally and beneficially owned by you, and are not subject to any liens, encumbrances or legal disputes. You also affirm that these assets are not derived from, nor connected with, any unlawful activities.

10.5 Each of OKAMI CARD and the Custodian may refuse to accept a top-up of virtual assets to your Custodian Wallet or Smart Contract Vault (as applicable) at its sole discretion, especially if there are concerns regarding the legality or authenticity of the assets, or if the KYC/KYT/AML checks or the due diligence checks on the assets are not satisfactorily completed.

10.6 You acknowledge and accept that OKAMI CARD and the Custodian are obligated to report any suspicious activities or transactions to the relevant authorities, and you agree to fully cooperate with OKAMI CARD, the Custodian and the relevant authorities in any resulting investigations.

10.7 You are responsible for ensuring that you only send Acceptable Tokens to the Custodian Wallet or otherwise lock Acceptable Tokens in the Smart Contract Vault. Any assets sent to the Custodian Wallet or locked in the Smart Contract Vault that are not Acceptable Tokens may be irretrievably lost.

## 11. WITHDRAWALS FROM YOUR CUSTODIAN WALLET OR RELEASE FROM YOUR SMART CONTRACT VAULT

11.1 You may from time to time withdraw your virtual assets from your Custodian Wallet or release virtual assets locked in your Smart Contract Vault to the extent they are not frozen or otherwise subject to any restriction on withdrawal or release in accordance with these Terms. Any such withdrawal or

release shall be effected in accordance with such instructions and procedures as may be prescribed by these Terms or as may be set out on the App, the Site or the Smart Contract (as applicable).

11.2 You are responsible for ensuring the accuracy of the destination wallet address. OKAMI CARD and (if you are using a Custodian Wallet in connection with a OKAMI CARD) the Custodian shall not be liable to you or any other person in respect of any losses, damages or liabilities (including but not limited to tax liabilities) incurred as a result of any inaccurate or incompatible withdrawal addresses.

11.3 You will be responsible for any network fees or other charges applicable to any withdrawal, transfer or release of virtual assets from your Custodian Wallet or Smart Contract Vault (as applicable). Such fees or charges may be deducted from your Account, Custodian Wallet or Smart Contract Vault (as applicable) at the time of such withdrawal, transfer or release or may otherwise be charged to you separately.

11.4 Each of OKAMI CARD and (if you are using a Custodian Wallet in connection with a OKAMI CARD) the Custodian shall be entitled to decline any withdrawal, transfer or release request for any reason whatsoever, including without limitation, for compliance of Applicable Laws.

11.5 Withdrawals, transfers and releases from the Custodian Wallet or the Smart Contract Vault will be subject to such applicable withdrawal, transfer or release limits as may be set by OKAMI CARD and/or (if you are using a Custodian Wallet in connection with a OKAMI CARD) the Custodian from time to time at their sole discretion.

## 12. WALLET BALANCE, SMART CONTRACT VAULT BALANCE AND SETTLEMENT OF CARD BALANCES

12.1 Your Wallet Balance in the Custodian Wallet or your Smart Contract Vault Balance in the Smart Contract Vault (as applicable) may be subject to minimum or maximum limits set by OKAMI CARD or the Custodian, as detailed on the App or the Site. These limits may be adjusted at the sole discretion of OKAMI CARD or the Custodian.

12.2 You authorise OKAMI CARD to, following a Card Transaction, deduct necessary virtual assets from your Wallet Balance or Smart Contract Vault Balance (as applicable) and convert it into any stablecoins or fiat currencies at the discretion of OKAMI CARD for settling the relevant Card Balances in accordance with these Terms. For further details, please refer to Clause 4.1 above. You also authorise OKAMI CARD to deduct from your Custodian Wallet or

Smart Contract Vault (through the Smart Contract) such fees or expenses associated with any regulatory or risk management action taken by OKAMI CARD at its sole discretion in compliance with Applicable Law or to safeguard your virtual assets.

12.3 OKAMI CARD expressly reserves the right to manage the virtual assets in your Custodian Wallet or the Locked Tokens in your Smart Contract Vault (as the case may be) for the purposes of the final settlement of any Card Balances, which may include freezing the assets, converting them into any relevant stablecoin or fiat currency or imposing limits on the amounts that can be frozen or converted, to ensure compliance with these Terms and facilitate the settlement of your Card Balances.

12.4 Deductions from your Wallet Balance or Smart Contract Vault Balance (as applicable) or conversions of your virtual assets in your Custodian Wallet or Smart Contract Vault (as applicable) into stablecoins or fiat currencies may incur fees, including but not limited to, transaction fees, third-party service fees and network fees, any potential foreign exchange variations, customary industry-type variances and other applicable charges.

12.5 OKAMI CARD will provide notification through the App or the Site of any asset freeze or conversion action taken on your Account, including details of the amount of virtual assets affected and the exchange rate applied.

12.6 You accept sole responsibility for any consequences arising from the freeze, deduction or conversion of your virtual assets in your Custodian Wallet or Smart Contract Vault (as applicable) by OKAMI CARD or otherwise, and acknowledge that OKAMI CARD will not be responsible for any losses, damages or liabilities (including but not limited to tax liabilities) incurred as a result of these actions.

## 13. CARD USAGE

13.1 The OKAMI CARD is a credit card; hence usage thereof shall be dependent on the credit limit assigned to you by OKAMI CARD and the other Card Limits set by OKAMI CARD.

13.2 The OKAMI CARD is only accepted by Merchants participating in the relevant Card Network. OKAMI CARD will not authorise any transaction for an amount larger than the credit limit or which otherwise exceeds any other Card Limit.

13.3 You can use your OKAMI CARD to purchase goods and/or services from a Merchant either online or at a point of sale (POS) terminal that accepts the OKAMI CARD. You will need to follow the instructions on the relevant website or

point of sale machine to perform the OKAMI CARD purchase. This may involve you entering the details of the OKAMI CARD (the card number, expiry date and CVC number) or your OKAMI CARD PIN number.

#### 14. CARD BENEFIT

14.1 OKAMI CARD may offer different benefits for the OKAMI CARD from time to time at its sole and absolute discretion. OKAMI CARD may introduce new benefits or vary or withdraw any benefit without prior notice. OKAMI CARD has the right to set, exclude or withdraw any Account which may be linked or used in connection with any card benefit.

14.2 Card benefits may include the following (or any of them):

- (a) mobile or contactless payment function;
- (b) rewards and privileges;
- (c) instalment plans for purchasing goods or services from designated Merchants; and
- (d) any other benefits that we may notify you from time to time.

14.3 You may be required to make separate application to obtain some benefits.

#### 15. WITHDRAWAL SERVICES

15.1 Cardholders may use their OKAMI CARDS to withdraw cash from ATMs (“Withdrawal Services”) which accept OKAMI CARDS. You shall follow the instructions on the ATMs to perform any such withdrawal. These instructions may involve entering your OKAMI CARD PIN number. Any such withdrawal will be subject to such limits as may be prescribed by OKAMI CARD or otherwise from time to time.

15.2 Withdrawal Services will be subject to such Fees as may be prescribed by OKAMI CARD from time to time, and such Fees may be adjusted by OKAMI CARD at its sole discretion from time to time without notice. Please note that fees may also be charged by ATM providers in respect of any withdrawal, in respect of which OKAMI CARD will have no control and will not be responsible.

15.3 OKAMI CARD shall not be liable to you or any other person in respect of any losses, damages or liabilities (including but not limited to tax liabilities) incurred as a result of, or otherwise in connection with, any withdrawal from the ATMs or any related digital asset or currency conversion.

#### 16. FEES



16.1 Your use of the Services, the OKAMI CARD(s), the Custodian Wallet and/or the Smart Contract Vault may be subject to certain Fees, which will, if applicable, be debited from your Wallet Balance or Smart Contract Vault Balance (as applicable), deducted at the settlement of your Card Balances or otherwise charged to you separately. You undertake to settle any outstanding Fees immediately upon request, failing which we reserve the right to suspend your use of the Services, the OKAMI CARD(s), the Custodian Wallet and/or the Smart Contract Vault until all such outstanding Fees have been settled. The list of applicable Fees is set out in the App and the Site. OKAMI CARD may in our sole discretion introduce additional Fees or otherwise adjust or update the Fees from time to time.

16.2 All applicable Fees listed on the App and the Site are exclusive of any applicable taxes and the actual Fee charged will be increased to account for any such applicable taxes.

16.3 All Fees paid shall be non-refundable.

## 17. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that:

- (a) OKAMI CARD's and its affiliates' trade marks and logos, and any other logos, service marks, product names and other proprietary indicia used in the App are the property of OKAMI CARD, its affiliates, or third-party licensors (collectively, the "Trade Marks");
- (b) the intellectual property rights in and to the Services are either owned by us or licensed to us by third-party licensors;
- (c) other than the licence expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trade Marks, the App or the Services; and
- (d) no part or parts of the App may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

## 18. CONDUCT

Without prejudice to the foregoing, you shall not (and shall not, knowingly or otherwise, authorise, allow or assist any other party to):

- (a) use the App to conduct electronic spamming;

- (b) use the App to perform unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);
- (c) use the App to upload content that has viruses, malicious codes, immoral or illegal content;
- (d) modify or adapt the whole or any part of the App or combine or incorporate the App into another other programme or application;
- (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the App or any components thereof;
- (f) use the App in any manner that would lead to the infringement of our intellectual property rights or those of any third-party;
- (g) use the App in a way that could damage, disable, impair or compromise the App or the provision of the Services (or the systems or security of the App or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of OKAMI CARD or its affiliates;
- (h) engage in any other activities deemed inappropriate by us or which is in contravention of any Applicable Laws; or
- (i) demonstrate or use any abusive, threatening and/or violent behaviour or language towards our personnel.

## 19. DATA PROTECTION

By using the Services, you confirm that you have read and understood our privacy notice and consent to us collecting, using, disclosing and sharing amongst ourselves your Personal Data and disclosing such Personal Data to OKAMI CARD, our authorised service providers and relevant third parties for purposes required by us to facilitate and administer your use of the Services. These purposes are set out in greater detail in our privacy notice, which is accessible at <https://www.okami.org/policypolicy.html>.

## 20. ELECTRONIC COMMUNICATIONS

20.1 You shall accept full responsibility for the security and authenticity of all Instructions sent via the App and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Devices via the App are yours. We shall be under no obligation whatsoever to verify that such communications are in fact yours.

20.2 You are aware that Instructions and information transmitted via the App are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot

guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorised access, and you accept these associated risks.

20.3 Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) shall only be deemed to have been received by such third parties in accordance with their terms and conditions.

20.4 Without prejudice to any of the terms in these Terms, you shall be liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates.

20.5 You acknowledge and agree that in the event of any dispute arising in connection with your use of the Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

## 21. LIMITATION OF SERVICES / TERMINATION

21.1 OKAMI CARD may at any time, without notice and in its sole and absolute discretion, terminate, suspend or limit your use, or the functionality, of the Services (including freezing or closing your Custodian Wallet or Smart Contract Vault, refusing to process any Card Transactions, or reversing any Card Transaction that you have effected) for any reason, including, without limitation: (a) in the event of any breach by you of these Terms, or all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where OKAMI CARD suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); or (d) as may be informed by its internal risk monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to.

21.2 OKAMI CARD reserves the right to reverse, cancel, refuse to honour or exclude you from participating in any incentive programmes (including but not limited to any kind of reward, cashback or referral programmes) if you are found

in breach of any of these Terms, whether directly or indirectly, voluntarily or involuntarily.

21.3 Your obligations under these Terms will continue and OKAMI CARD shall remain to be entitled to debit your Wallet Balance or Smart Contract Vault Balance (as applicable) for any amount and charges incurred in or related to Card Transactions that are carried out before or after the termination of your OKAMI CARD and you shall continue to remain liable to OKAMI CARD for such amounts and charges until they are paid in full.

21.4 You shall not be entitled to any payment, compensation or damages from us in relation to any suspension or termination of your use of the Services, the OKAMI CARD, the Custodian Wallet and/or the Smart Contract Vault for any reason whatsoever. Any suspension or termination of your use of the Services, the OKAMI CARD, the Custodian Wallet and/or the Smart Contract Vault for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

21.5 You are entitled to a refund of your Wallet Balance or a release of your Smart Contract Vault Balance (as the case may be) upon termination of your OKAMI CARD and/or the Custodian Wallet or the Smart Contract Vault (as the case may be), and such refund or release will be subject to clauses 21.6 to 21.12 below.

21.6 OKAMI CARD's rights of suspension and termination under these Terms shall be without prejudice to any other rights or remedies which OKAMI CARD may have (whether under these Terms, at law, in equity or otherwise).

21.7 You may at any time request for the termination of your OKAMI CARD, Custodian Wallet and/or Smart Contract Vault, and, consequently the refund of your entire Wallet Balance or the release of your entire Smart Contract Vault Balance (as the case may be) ("User Termination"). Requests for a User Termination may be submitted to us via the App.

21.8 In order to process your request for a User Termination, OKAMI CARD may ask you to provide your photograph identification documents and other details for identification purposes to enable OKAMI CARD to comply with Applicable Laws.

21.9 OKAMI CARD may, subject to Applicable Laws, delay, deny, or reduce the amount returned or released to you if necessary to ensure that the requested reduction or release does not result in a negative Wallet Balance or Smart Contract Vault Balance (as applicable).

21.10 OKAMI CARD, in its sole and absolute discretion, will determine how (e.g. on-chain transfer, bank transfer or cheque) your remaining Wallet Balance or Smart Contract Vault Balance will be returned or released to you. Your remaining Wallet Balance or Smart Contract Vault Balance (as applicable) will only be returned or released to you, the holder of the Custodian Wallet or the Self-custody Wallet (as applicable), and not to any other person.

21.11 Any refund or release of your remaining Wallet Balance or Smart Contract Vault Balance (as applicable) must be claimed and accepted by you within 3 years of issuance of such refund or release by OKAMI CARD, failing which OKAMI CARD reserves the right to forfeit such Wallet Balance or Smart Contract Vault Balance without any prior notice.

21.12 You may be charged a fee for the refund or release of your Wallet Balance or Smart Contract Vault Balance (as applicable) to cover the costs incurred by OKAMI CARD.

21.13 In the event that your Account becomes ineligible or is otherwise suspended or terminated pursuant to these Terms, at the sole discretion of OKAMI CARD, you may be charged an account maintenance fee in respect of any Wallet Balance or Smart Contract Vault Balance remaining in your Account.

## 22. LIMITATION OF LIABILITY

22.1 EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THESE TERMS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF: (I) RE-SUPPLYING, REPLACING OR REPAIRING THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED OR (II) PAYING THE COST OF THE RE- SUPPLYING, REPLACEMENT OR REPAIRING OF THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED.

22.2 NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OKAMI CARD OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU: (A) FOR ANY LOSSES OR DAMAGE OR CLAIMS (I) DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE THE REASONABLE CONTROL OF US AND THE CONSEQUENCES OF WHICH COULD

NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING BUT NOT LIMITED TO FORCE MAJEURE, EVENTS OF WAR OR CIVIL UNREST, NATURAL DISASTERS, STRIKE, LOCK-OUT, TRAFFIC DISRUPTION, ACTS OF DOMESTIC OR FOREIGN GOVERNMENTAL AUTHORITIES); (II) ARISING FROM OR IN CONNECTION WITH: (A) ANY DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE APP OR SERVICES; (B) ANY REJECTION OF THE OKAMI CARD; (C) ANY REFUSAL TO PROCESS OR AUTHORISE ANY TRANSACTION FOR ANY REASON; (D) YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE APP, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES; (E) USE OF YOUR ENABLED DEVICE AND THE SERVICES BY THIRD PARTIES, WHETHER AUTHORISED OR UNAUTHORISED BY YOU; (F) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; (I) CAUSED BY US DUE TO COMPLIANCE WITH APPLICABLE LAWS, COURT ORDERS, AND/OR CARD NETWORK RULES; AND (II) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.3 In any case, the total liability of OKAMI CARD arising out of or in connection with the provision of any service under these Terms shall be limited to your Wallet Balance or Smart Contract Vault Balance (as applicable) as of the date your claim arises.

22.4 OKAMI CARD shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, OKAMI CARD's liability shall be limited to using reasonable care in the selection, appointment and instruction of such third-party service providers (but not of any sub-contractor or other third-party such third-party service provider may use).

22.5 Nothing in these Terms shall operate to limit or exclude any liability for fraud or for death or personal injury resulting from negligence.

## 23. INDEMNIFICATION

You agree to indemnify and hold OKAMI CARD, each of its affiliates and third-party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (i) your breach of these

Terms; (ii) your use of the App, the Services, the OKAMI CARD, the Custodian Wallet and/or the Smart Contract Vault; (iii) your violation of any rule or regulation, or the rights of any third-party; and (iv) any transactions resulted from your wilful default, fraud, gross negligence or breach of these Terms.

#### 24. AMENDMENT AND VARIATION

These Terms may from time to time be updated or amended, and OKAMI CARD will post any such updates on the App and the Site. Such updated Terms as posted will take effect immediately upon posting on the App and the Site. You should regularly check the App and the Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the App without prior notice. By continuing to use the App, the Services, the OKAMI CARD, the Custodian Wallet and/or the Smart Contract Vault (as applicable) after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated App. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the App, the Services, the OKAMI CARD, the Custodian Wallet and the Smart Contract Vault (as applicable) immediately.

#### 25. ASSIGNMENT AND SUBCONTRACTING

These Terms, and any rights and licences granted hereunder, are personal to you and may not be transferred or assigned by you, but may be assigned by OKAMI CARD without restriction, including without limitation to any of OKAMI CARD's affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void.

#### 26. SEVERABILITY

If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

#### 27. ENTIRE AGREEMENT AND LANGUAGE

27.1 These Terms constitute the entire agreement between you, on the one hand, and OKAMI CARD, on the other, with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements,

understandings, and agreements relating to the same subject matter, (whether oral or in writing, express or implied). Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

27.2 These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. If these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail.

27.3 Notwithstanding the foregoing, if there are conflicts between these Terms and any Service Content, these Terms shall prevail.

## 28. WAIVER

28.1 These Terms shall be waived in whole or in part only with the written consent of OKAMI CARD.

28.2 The delay of enforcement or the non-enforcement of any of the terms of these Terms by OKAMI CARD shall not be construed as a waiver of any of the other rights of OKAMI CARD arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for OKAMI CARD in these Terms is exclusive of any other right, power or remedy available to OKAMI CARD and each such right, power or remedy shall be cumulative.

## 29. NOTICES AND COMMUNICATIONS

29.1 By using the Services, the OKAMI CARD, the Custodian Wallet and/or the Smart Contract Vault (as applicable), you agree that OKAMI CARD, its related corporations, third-party service providers, contractors or sub-contractors may provide you with any notices or other communications relating to your use of the OKAMI CARD, the Services, the Custodian Wallet and/or the Smart Contract Vault (as applicable) electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

29.2 We prefer receiving notices to us electronically through our support system at [support@OKAMI CARD.com](mailto:support@OKAMI CARD.com).

## 30. THIRD PARTY RIGHTS

30.1 No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of OKAMI CARD) to



enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

31. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of OKAMI CARD. The parties agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the courts of OKAMI CARD.