USDM Terms of Service

Updated July 22, 2026

TO THE EXTENT THAT YOU (“YOU,” “YOUR,” OR “USER”) HOLD A MONETA DIGITAL LLC (“MONETA”) ACCOUNT, THESE TERMS OF SERVICE (“TERMS”) GOVERN YOUR USE OF YOUR MONETA ACCOUNT. TO THE EXTENT YOU DO NOT HAVE A MONETA ACCOUNT BUT HOLD USDM, THESE TERMS STILL APPLY TO YOUR HOLDING AND USE OF USDM. BY OBTAINING AND USING USDM, YOU UNDERSTAND AND EXPRESSLY AGREE TO THESE TERMS, REGARDLESS OF WHETHER OR NOT YOU ARE A CUSTOMER OF MONETA BY HOLDING A MONETA ACCOUNT, AND YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTAND, AND ACCEPT THE DISCLOSURES MADE IN EACH SECTION OF THESE TERMS. UNLESS SO NOTED, EACH SECTION OF THESE TERMS APPLIES TO BOTH MONETA ACCOUNT HOLDERS AND USDM HOLDERS.

1. Understanding Your Relationship with Moneta Digital LLC:

1.1 User Types:

1.1.1 Moneta Account Holders: If you have an account with Moneta, or if you use a platform developed by Moneta, you are a Moneta customer and these Terms apply to you and all platform interactions and transactions involving USDM Services.

1.1.2 USDM Holders: If you don’t have a Moneta account but possess or hold USDM, these Terms still apply to your use and holding of USDM. Please note, if you're a USDM Holder, but are not a Moneta Account Holder, you are not considered a Moneta customer and will not be able to redeem USDM for US dollars until you establish a Moneta Account. You can become a Moneta Account Holder by completing the account creation process, including identity verification and KYC/AML/OFAC screening.

1.2 Agreeing to the Terms:
By obtaining or using USDM:

1.2.1 You confirm that you've read, understood, and agree to these Terms. This applies whether you’re a Moneta customer (Moneta Account Holder) or a USDM Holder.

1.2.2 You acknowledge that you've reviewed the details in this section.

1.2.3 You agree to our KYC, AML and OFAC Screening Policies.

1.2.4 You also agree to our Privacy Policy and Cookie Policy.

1.3 Stay Updated:
Remember, these Terms can change. Section 23 explains how we update them. The last revision date is provided at the beginning of these Terms.

1.4 Obey the Law:
You agree to not engage in illegal transactions or other prohibited activities, including but not limited to activities described in Sections 13 and 14 below.

1.5 Consent to Access, Storage and Processing of Your Personal Data & Identity Verification:
During registration for your Moneta Account, or at any other time deemed necessary by Moneta, you agree to provide our 3rd Party Provider, Plaid Inc., with the information Plaid requests for the purposes of identity verification, providing Moneta Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit Plaid Inc. to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. You confirm that you've read, understood, and agree to the Plaid Inc. End User Privacy Policy and End User Services Agreement. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Moneta Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary in order to comply with laws or regulations. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request.

1.6 About USDM:

1.6.1 What is USDM? USDM is a blockchain-based digital token created and issued by Moneta Digital LLC (“Moneta”). Its value tracks with the US dollar, and every outstanding USDM token is backed on at least a one-to-one basis by reserves consisting of US dollars and other high-quality, US dollar-denominated liquid assets of the types permitted under applicable law, including the Guiding and Establishing National Innovation for U.S. Stablecoins Act of 2025 (the “GENIUS Act”) and its implementing regulations. Reserves are held separately from Moneta’s operating funds and are not pledged, rehypothecated, or reused except as permitted by applicable law. Moneta publishes information regarding the composition of its reserves as required by applicable law.

1.6.2 Where does USDM operate? USDM functions on the Cardano blockchain, allowing for easy integration with Cardano-related apps, including wallets and exchanges. All USDM transactions are transparently recorded on the Cardano blockchain.

1.6.3 How can you get and redeem USDM?
1.6.3.1 Purchase: You can buy USDM on exchanges or via over-the-counter trades.
1.6.3.2 Minting: USDM can be purchased directly from Moneta using US dollars.
1.6.3.3 Redeeming USDM: If you wish to exchange your USDM for US dollars, set up a Moneta Account, and send the USDM to the designated address.

1.6.4 Costs Involved: Some USDM transactions, like minting or redeeming, might come with fees. Moneta will always inform you about these charges beforehand. Moneta maintains and publicly discloses its policies and procedures for redeeming USDM, including all applicable fees. Any change to redemption fees will take effect only upon not less than seven (7) days' prior notice, or such longer period as may be required by applicable law.

1.6.5 Intended Use of USDM: USDM is intended to be used as a medium for transactions and preserving value. It's essential to note that USDM isn't an investment tool and doesn't promise any returns. Always weigh the risks before using USDM and consult with professionals as needed.

1.6.6 No Interest or Yield: Moneta does not pay, and you will not receive from Moneta, any interest, yield, or other return solely in connection with your holding or use of USDM.

1.6.7 Important Disclosures: USDM is not legal tender. USDM is not insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and is not backed by the full faith and credit of the United States.

2. Applicable Laws, Rules, and Regulations and Your Responsibilities with USDM

2.1 Moneta's Commitment:
Moneta strictly follows all applicable laws, rules, and regulations regarding USDM, including, without limitation, those centered on tax, anti-money laundering ("AML"), counter-terrorism financing ("CTF"), and know-your-customer ("KYC") standards, and the requirements applicable to payment stablecoin issuers under the GENIUS Act and its implementing regulations, as and when such requirements take effect. Moneta intends to obtain and maintain status as a permitted payment stablecoin issuer within the timeframes required by applicable law.

2.2 User Obligations:
As a USDM User, you agree to act in compliance and be legally bound by these Terms and all applicable laws, rules, and regulations related to stablecoins, cryptocurrencies, and other digital assets in your location. It is your duty to understand and follow these laws, rules, and regulations. These Terms are conditional on your continued compliance at all times with these Terms and all applicable laws, rules, and regulations.

2.3 Disclosure and Privacy:
There might be situations where Moneta needs to share user information with governmental bodies or other entities, as demanded by law. In such cases, we'll always prioritize user privacy and share only what's necessary.

2.4 Right to Refuse Service:

Moneta can deny services to users who don't follow laws or engage in illegal actions. We also reserve the flexibility to take steps—like altering or stopping the use of USDM—to remain compliant with laws.

2.5 Adhering with all applicable laws, rules, and regulations.
By using USDM, users acknowledge and agree to comply with all applicable laws, rules, and regulations. As these laws, rules, and regulations evolve over time or for enhanced security, Moneta may update these requirements. It is your duty to stay informed and adjust accordingly.

3. Eligibility and Limitations

3.1 Age and Legal Capacity:
By holding or using USDM, or accessing or using USDM Services you represent and warrant that you are at least 18 years of age or older, are not a Restricted Person (see Section 3.5), are not holding USDM on behalf of a Restricted Person, and legally capable of entering contracts. Furthermore, by holding or using USDM you further represent and warrant that you will not be using USDM or USDM Services for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities or any prohibited market practices, including, but not limited to, those listed under Sections 13 and 14.

3.2 Service Restrictions:
Moneta may determine not to make USDM or USDM Services, in whole or in part, available in every market, either in its sole discretion or due to legal or regulatory requirements, depending on your location. We may also, without liability to you or any third-party, refuse to let you register for a Moneta account, especially if you are from a region where USDM usage is legally restricted.

3.3 USDM Limits:
Moneta might set limits on the amount of USDM you can mint or redeem. These limits are in place to follow the law, ensure USDM's safety, and maintain its stability.

3.4 Access Suspensions:
If Moneta suspects or determines that you or any of your authorized users or customers have violated these Terms, including but not limited to attempting to transact or transacting with Blocked Addresses, Moneta can suspend or stop your access to the Moneta platform if you breach terms or take part in unlawful or misleading activities. We'll always prioritize the safety and stability of USDM.

3.5 Restricted Persons:
Applicable laws require us to prevent Restricted Persons from holding USDM or using USDM Services. A Restricted Person means any person that is subject or target of any sanctions, including a person that is:

- named in any Sanctions-related list maintained by the U.S. Department of State; the U.S. Department of Commerce, including the Bureau of Industry and Security's Entity List and Denied Persons List; or the U.S. Department of the Treasury, including the OFAC Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List, and the Foreign Sanctions Evaders List; or any similar list maintained by any other relevant governmental authority;

- located, organized or resident in a country, territory or geographical region which is itself the subject or target of any territory-wide Sanctions (a "Restricted Territory") (currently, the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine, Cuba, Iran, and North Korea, or any other territory so designated from time to time); or
- owned or controlled by any such person or persons listed above.

3.5 Agreeing and Staying Updated:
When you use or hold USDM, you agree to these criteria and constraints. As the regulatory landscape changes or for better security, Moneta may revise these standards. Keep yourself updated and adhere to them.

4. AML and CTF Standards; USA PATRIOT Act Notification

4.1 AML and CTF Standards:
Moneta strictly adheres to all applicable laws and regulations pertaining to Anti-Money Laundering ("AML") and Counter-Terrorism Financing ("CTF"). Our procedures are crafted to prevent USDM Services from being exploited for money laundering, terrorist financing, and illicit financial activities. Moneta and its partners actively and passively monitor the Cardano network to detect and deter fraudulent transactions, promptly report suspicious actions, and staunchly work against all endeavors that enable money laundering, terrorist funding, or other financial crimes. All USDM users should review our KYC, AML, and OFAC Screening Policies.

4.2 USA PATRIOT Act Notification:
If you are a Moneta account holder and reside within the United States, please note that Section 326 of the USA PATRIOT Act of 2001 requires all financial institutions to obtain, verify, and record information that identifies each person who registers a Moneta account. This Federal requirement applies to all new users. This information is to assist the U.S. Government in the fight against the funding of terrorism and money laundering activities. You will be required to comply with our Know-Your-Customer ("KYC") procedures in order to redeem USDM.

5. Supported Digital Assets and Protocols

5.1 For Account Holders:
The Moneta platform, including your Moneta Account is designed primarily to send and receive USDM and ADA. If you attempt to send any digital assets other than USDM or ADA to your Moneta Account, you risk losing them permanently.

If you try sending USDM to centralized exchanges, a "Byron-era" address, or another address type that doesn't support Cardano native assets such as USDM, your USDM could be irretrievably lost.

Moneta is not responsible for losses from sending unsupported assets to your account or for sending USDM to incompatible addresses or centralized exchanges.

5.2 For All Users:

Due to USDM's decentralized design, third parties unrelated to Moneta might introduce a similar version of USDM on various blockchains, known as a "copy" or “bridged asset.” Likewise, they might design an asset linked with or collateralized by USDM, termed as a “wrapper.” Moneta exclusively supports original USDM and won't necessarily recognize its copies, bridged assets, or wrappers. We’re not liable for any losses due to non-recognition of such assets.

5.3 Blockchain Forks:
The Cardano blockchain may undergo changes, resulting in alternate versions or "forks." If a fork happens on Cardano, Moneta might halt all USDM activities — like exchanging USDM with USD or transferring USDM — until we determine it's safe to resume. This pause, termed “Downtime,” could start suddenly and might last indefinitely, restricting your USDM-related actions. In case of a fork, Moneta will decide, at its discretion, which version to support, if any.

6. Blockchains Supporting USDM and Protocol Adjustments

6.1 Supported Blockchains and Potential Issues:
USDM is initially a native asset on the Cardano blockchain, but Moneta may launch USDM on other blockchains. Moneta doesn't possess the capability or responsibility to counteract attacks or fix problems on these blockchains. Any complications, such as attacks or delays on these blockchains, could significantly hamper your ability to send or retrieve USDM. Moneta isn't accountable for any losses stemming from these difficulties.

6.2 Downtime During Blockchain Events:
Under specific circumstances, like the emergence of a copy, fork, or the discovery of a security flaw in Cardano or another blockchain with USDM, Moneta might need to halt all USDM-related actions, such as converting USDM to USD or vice versa, or transferring USDM. This interruption, known as "Downtime", could begin suddenly, possibly without ample warning, and last indefinitely. During Downtime, all activities involving USDM will be unavailable.

6.3 Migration to New Protocols:
Moneta retains the prerogative to transition USDM to another blockchain or protocol based on sound discretion in the future. If Moneta deems it necessary, you consent to take all essential steps to facilitate the migration of your USDM to the new platform. Neglecting to do so might render USDM incompatible with your Moneta Account. Moneta won't bear any responsibility or liability for any consequences or losses, foreseeable or otherwise, arising from your inability to migrate USDM to a newly specified blockchain or protocol.

7. Privacy

7.1 Commitment to Privacy:
Moneta prioritizes the protection of your personal data and seeks to offer clarity about how this information is utilized.

7.2 Understanding the Privacy Policy:
All users should carefully and thoroughly review the Moneta Privacy Policy, as it provides details on the methods involved in the collection, storage, protection, and usage of your personal data.

8. Intellectual Property and Limited License

8.1 Limited License Grant:
Under the conditions set in these Terms, Moneta bestows upon you a constrained, non-exclusive, non-sublicensable, and non-transferable license. This license allows you to access and utilize the USDM Services solely for purposes sanctioned by Moneta. Unauthorized use of the USDM Services is strictly prohibited.

8.2 Intellectual Property Rights:
All inherent rights in the USDM Services rest with Moneta and its licensors. These Terms do not confer upon you any rights or licenses pertaining to the USDM Services, apart from the aforementioned limited license.

8.3 Prohibited Activities:
Without explicit authorization from Moneta, you are prohibited from engaging in activities such as modifying, reverse engineering, copying, framing, scraping, renting, leasing, loaning, selling, distributing, or creating derivative works that draw upon the USDM Services, either in entirety or in part. Infringement of any segment of these Terms could result in the revocation of your access to, and use of, the USDM Services, as outlined in these Terms.

8.4 Trademarks and Logos:
"Moneta.global", "Moneta", and all associated logos related to the USDM Services are either trademarks or registered trademarks belonging to Moneta or its licensors. Regardless of whether you possess a Moneta Account, these marks cannot be copied, mimicked, or utilized without obtaining prior written consent from Moneta.

8.5 Exclusive Ownership:
Moneta and its licensors are the exclusive owners of all rights, titles, and interests related to the Moneta website, its content, the USDM Services, the technology associated with it, and any content originating or derived from any of the aforementioned assets.

9. Fees and Authorization

9.1 For Moneta Account Holders: Fee Clarity
Unless stated in the USDM Fee Schedule or otherwise communicated to you before finalizing a transaction in your Moneta Account, Moneta will not impose fees for converting USD to USDM or for the receipt of USDM. However, as detailed in the USDM Fee Schedule, Moneta does levy fees when you transfer USDM on-chain. You should always check the USDM Fee Schedule before completing a transaction in your Moneta account to make sure you understand exactly what fees might be incurred. You also agree to pay any other fees that may be charged by your bank in connection with sending funds to Moneta or receiving funds from Moneta.

9.2 For USDM Users:
Users of the Cardano blockchain, including users sending USDM on the Cardano blockchain, will encounter network fees associated with the operation of the Cardano blockchain. These fees are deterministically calculated based on network parameters and are not controlled by Moneta or its affiliates.

10. Currency Conversion

10.1 For Moneta Account Holders: Conversion Rate
When you mint USD, the credited amount in USDM to your Moneta Account will be at the rate of one (1) USDM for every 1 USD ($1), less applicable fees (if any).

10.2 USD Denominated Transfers:
For those using the service as a Moneta Account Holder, if you decide to send funds to Moneta for the purpose of converting USD into USDM, it's essential that your wire transfer is denominated in USD. See Section 10.4 and 10.5 for non-USD transfers.

10.3 USDC Denominated Transfers:
Users are permitted to send USDC to mint USDM from Moneta. All transfers of USDC will be subject to any applicable bank fees. It is essential that the USDC be sent only from the Ethereum address registered with the user's Moneta account.

User Attestation: By sending USDC from a registered Ethereum address, the user attests, affirms, and swears that the Ethereum address associated with their account is under their sole control and authority.

Ethereum Network/Gas Fees: The user acknowledges and accepts that sending USDC may incur Ethereum network and/or gas fees. These fees are separate from any fees charged by Moneta and are the sole responsibility of the user.

10.4 Non-USD Transfers:
Should you send a wire transfer in a currency other than USD, the banks associated with Moneta will perform the currency conversion to USD. This will be done using the bank's current conversion rate, and additional fees might be charged for this conversion service. After conversion and the deduction of any applicable fees, your Moneta Account will be credited with a USDM equivalent to the resulting USD amount. We would like to clarify that Moneta is not accountable for any potential delays during this conversion process.

10.5 Currency Limitations:
It's worth noting that not all non-USD currencies may be supported by Moneta's banking partners. In situations where a non-supported currency is transferred, the bank might have to decline or return the wire.

10.6 Decimal Precision:
Your Moneta Account is designed to support USDM amounts up to six decimal places. Any redeemed USDM value will be truncated at 2 digits to ensure it aligns with fiat transfer standards. Any remaining USDM will remain in your Moneta Account.

11. Modification, Suspension, and Discontinuation of Services

11.1 Service Adjustments:

Moneta retains the right to modify, suspend, or cease any component of the USDM Services at any given moment. This includes changes to operating hours or the availability of specific features. Such actions may be taken without prior notice and Moneta will not be held liable for any implications arising from these changes.

11.2 Transaction Declination:
Moneta can choose to decline any issuance or redemption process without advance notice. Furthermore, at its sole discretion, Moneta may restrict or halt your access to one or multiple USDM Services. However, such actions will always be aligned with our obligations under prevailing laws and licenses, especially when there's a credible suspicion of unlawful or inappropriate actions.

11.3 Suspension Implications:
Should there be a suspension in your usage of the USDM Services, it will not alter or influence your rights and duties as outlined in these Terms.

11.4 Transaction Delays:
For the sake of ensuring security and compliance, Moneta may choose to postpone issuances or redemptions. This action can be taken if there's a reasonable belief that a transaction is suspicious, potentially fraudulent, in violation of laws, or not in line with the stipulations of these Terms.

12. Non-sufficient Funds (“NSF”)

12.1 For Moneta Account Holders:
If a transaction meant to tokenize USD into USDM is reversed either by your financial institution or by Moneta's affiliated banks subsequent to the completion of said tokenization, then Moneta is entitled to:

12.1.1 Retroactively nullify the said tokenization and reduce the corresponding USDM amount from your Moneta Account.

12.1.2 Deduct the relevant sums from any upcoming issuances of USDM into your Moneta Account or from any other funds directed to your Moneta Account.

12.1.3 Impose a suspension on your Moneta Account and restrict access to USDM Services until the matter is fully resolved.

12.1.4 In scenarios where you operate multiple Moneta Accounts, Moneta has the discretion to offset any negative USDM balances in one account by utilizing the positive balances available in your other Moneta Accounts.

12.1.5 Initiate legal proceedings or deploy any other lawful recovery methods at its disposal.

12.2 Security Measures:
To ensure adherence to these Terms, Moneta is endowed with the right to:

12.2.1 Block any USDM-related transactions from your account, encompassing accounts not associated with USDM.

12.2.2 Counterbalance any dues or outstanding amounts against the funds that Moneta retains on your behalf.

12.3 Recovery Efforts:
Should Moneta necessitate third-party intervention for the retrieval of any outstanding amounts you owe, you will bear the cost of any expenses accrued by Moneta during this process. This encompasses, but isn't limited to, fees associated with collections, legal consultations, or convenience fees levied by third parties.

12.4 Communication Protocol:
You hereby acknowledge and consent to electronic or telephonic communications concerning any outstanding amounts or overdue accounts. These communications might originate from Moneta or any designated third party, including third-party collection agencies. Be advised that resorting to third-party involvement for the recovery of your outstanding dues to Moneta may adversely affect your credit standing.

13. Prohibited Activities
By utilizing USDM or any associated USDM Services, you solemnly commit to refrain from engaging in the following actions:

13.1 Breaching, or aiding others in breaching, any laws, regulations, statutes, or local ordinances.

13.2 Deliberately partaking in, or aiding others in, fraudulent activities targeting Moneta or its Users.

13.3 Supplying information that is false, misleading, or devoid of accuracy.

13.4 Undertaking actions that disrupt, intercept, or misappropriate any data, system, or information.

13.5 Engaging in any financial transaction that originates from illegal activities.

13.6 Introducing or circulating malicious software, including but not limited to viruses and worms.

13.7 Attempting unauthorized access to Moneta's website, Moneta Accounts, or any affiliated networks and systems.

13.8 Operating the USDM Services on behalf of third parties, or acting as a liaison between Moneta and third-party entities.

13.9 Gathering private data of other Users, such as email addresses, without consent.
13.10 Engaging in actions that slander, harass, infringe upon privacy, or violate the intellectual property rights of Moneta or its Users.

13.11 Posting, sharing, or transmitting content which showcases illegal items, promotes violence, is obscene, or violates copyright regulations.

Engaging in any of the aforementioned actions constitutes "Prohibited Activities."

14. Banned Transactions
Utilizing USDM or the affiliated USDM Services for any transactions linked to the undermentioned categories is strictly forbidden. Moneta holds the right to oversee, and where deemed fit, either prevent or block transactions involving:

14.1 Any individuals or entities that are restricted ("Restricted Persons").

14.2 Any form of weaponry, encompassing but not limited to firearms, explosives, ammunition, knives, or related equipment.

14.3 Regulated substances which include narcotics, prescription medications, steroids, and any related equipment or accessories, unless there's a valid license and it's authorized by the governing jurisdiction of both the User and the transaction location.

14.4 All gambling-related activities. This covers sports betting, horse or dog racing, casino games, games deemed as gambling (e.g., poker), and any action supporting these activities. Exceptions are only for those licensed and approved by the jurisdiction governing the User and the transaction.

14.5 Activities linked to money laundering or financing of terrorist activities.

14.6 Any operations related to pyramid schemes, Ponzi schemes, or multi-level marketing programs.

14.7 Services or products infringing upon intellectual property rights, including copyrights and trademarks, under any jurisdiction's laws.

14.8 Services related to credit repair or those with potential consumer protection risks.

14.9 Court-ordained payments, structured settlements, and any tax-related settlements or payments.

14.10 Activities of unregulated money transmission.

14.11 Systems of layaway or annuities.

14.12 Counterfeit merchandise, including "novelty" or fake identification.

14.13 Market fraud activities such as front-running, wash trading, insider trading, or other deceptive market practices.

14.14 Procurement of any goods from "Darknet" markets or other platforms that serve as a hub for illegal items, regardless of them offering legal products as well.

14.15 Or any other transactions that we might specify as impermissible, influenced, for instance, by the restrictions laid out by our banking or payment partners (these are referred to as “Banned Transactions”).

Should Moneta discover your involvement in any such Banned Transactions, it will be perceived as a breach of these Terms. Moneta holds the authority to suspend or even terminate your Moneta Account, potentially leading to the loss of any US Dollar funds you might have otherwise been eligible to redeem.

15. Risk Factors & Disclosures
The following list of risks associated with USDM and USDM Services is not exhaustive.

15.1 Blocked Addresses & Forfeited Funds:
Moneta reserves the right to "block'' certain USDM addresses and, if such addresses are Moneta custodied addresses, freeze associated USDM (temporarily or permanently) that it determines, in its sole discretion, may be associated with illegal activity or activity that otherwise violates these Terms ("Blocked Addresses"). In the event you send USDM to a Blocked Address, or receive USDM from a Blocked Address, Moneta may freeze such USDM and take steps to terminate your Moneta Account. In certain circumstances, Moneta may deem it necessary to report such suspected illegal activity to applicable law enforcement agencies and you may forfeit any rights associated with your USDM, including the ability to redeem USDM for USD. Moneta may also be required to freeze USDM and/or surrender associated USD held in Moneta's Reserves in the event it receives a legal order from a valid government authority requiring it to do so. Moneta will take all actions within its technical capability, as required by applicable law or pursuant to a lawful order of a court or governmental authority of competent jurisdiction, including, where technically feasible, seizing, freezing, burning, or preventing the transfer of USDM

15.2 Compliance:
You are responsible for complying with applicable law. You agree that Moneta is not responsible for determining whether or which laws may apply to your transactions, including tax laws. You are solely responsible for reporting and paying any taxes arising from your use of USDM or the USDM Services, including any accurate reporting of the tax or legal status of USDM in your jurisdiction.

15.3 Legal Treatment of USDM Transfers:
In the United States, the GENIUS Act establishes a federal regulatory framework for payment stablecoins, with implementing regulations being phased in through 2026 and 2027. Until that framework and all required approvals are fully in effect, and in jurisdictions outside the United States, the regulatory status of USDM and blockchain technology may remain unclear or unsettled. It is difficult to predict how or whether regulatory agencies may apply existing or new regulation with respect to USDM, blockchain technology and its applications. Accordingly, it is not possible to determine whether a USDM transfer would be recognized under applicable law by a court or regulator at the U.S. state, U.S. federal, or international level.

15.4 Legislative and Regulatory Changes:
Legislative and regulatory changes or actions at the U.S. state, U.S. federal, or international level may adversely affect the tokenization of USD into USDM, and the use, transfer, redemption and/or value of USDM.

16. Liability Protection and Exemption

16.1 Protection of Moneta:

You hereby commit to defending, indemnifying, and holding harmless Moneta, its associated entities, and service providers, along with their respective directors, officers, employees, agents, partners, and representatives from and against any claim, demand (inclusive of legal fees, penalties levied by regulatory authorities, and any other relevant costs) that may arise due to your breach of these Terms, any violation of laws or regulations, or your acquisition or usage of USDM.

16.2 Definition of Losses:
Within the context of this Section 16, the term “losses” encapsulates all net costs that are rationally accrued by us or other individuals delineated in this section as a result of the situations elucidated in this Section 16. These costs may encompass, but are not limited to, claims, demands, legal actions, debts, expenses, or other liabilities, including but not limited to reasonable legal fees (preventing any overlapping).

16.3 Disputes with Other Users or Entities: In instances where you find yourself in disagreement or dispute with one or several Users or third parties, you hereby release Moneta (and its affiliates, service providers, and each of their respective directors, officers, agents, partners, employees, and representatives) from any and all claims, demands, and damages. This includes both actual and consequential damages of any kind or nature that might emerge or correlate with such disputes.

17. Limitation of Liability; No Warranty
For Moneta Account Holders: Please note that Section 23 of the Moneta Account User Agreement is a part of these Terms and will apply fully to the use of USDM Services, as well as our other offerings.

For USDM Holders:
LIABILITY: YOU SHOULD BE AWARE THAT MONETA, ALONG WITH OUR ASSOCIATES, PARTNERS, AND AFFILIATES, AND ASSIGNS WILL NOT BE HELD ACCOUNTABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS. This encompasses damages due to lost goodwill, use, data, or other non-tangible losses. This stands even if we've been informed of such potential damages. This includes damages resulting from:

Your usage or inability to use or hold USDM.

Costs arising from replacements or substitutes for any goods, data, services, or messages linked to USDM.

Unauthorized alterations or access to your data.

Any other situations involving USDM.

JURISDICTIONAL CAVEAT: Some areas might have legal exceptions that disallow certain types of exclusions. If you reside in one of those, some or all of these exclusions might not apply to you.

IF YOU ARE NOT SATISFIED WITH USDM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING AND HOLDING IT.

USDM WARRANTIES: USDM is provided “AS IS” and without any representation or warranty, whether express, implied or statutory. Moneta specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. "AS IS" means we're not providing additional guarantees or assurances about it. Moneta, along with our affiliates, explicitly states that there are no implied promises about USDM being fit for a specific purpose, being of a particular quality, or being non-infringing. While we aim for USDM to fit your needs, be secure, timely, and error-free, we can't assure that. As Moneta does not have any control over the products or services you acquire using USDM, we don't promise that the quality of any products or services you acquire using USDM will be up to your expectations. Moneta does not guarantee continuous, uninterrupted or secure access to any part of the USDM Services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Moneta’s services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. Moneta makes no representations or warranties regarding the amount of time needed to complete processing because USDM Services are dependent upon many factors outside of our control, such as delays in the banking system. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

18. Force Majeure
Moneta is not responsible for delays or failures caused by events or conditions we can't control. This includes things like government actions, terrorist acts, natural disasters like earthquakes and floods, worker strikes, power outages, equipment problems, and disruptions to the Internet.

19. Transferring Rights and Responsibilities
You may not assign or transfer your rights, duties, or obligations under these Terms. Such attempted assignment shall be void, subject to the following exception described herein:

If you send USDM to someone else's address, you're automatically giving that person (and any next person they might send it to) the right to trade USDM for USD, on the condition that they successfully set up a Moneta Account and meet the eligibility requirements.

Every USDM Holder is subject to all terms of these Terms as if a User including, but not limited to, the requirements to not transact with Blocked Addresses and not engage in Restricted Activities or Prohibited Transactions.

20. Communication
By entering into these Terms, you agree to receive electronic and telephonic communications regarding your USDM or your Moneta account. These communications might originate from Moneta or any designated third party.

21. Support
Please contact Support at support@moneta.global to report any violations of these Terms or to ask any questions regarding these Terms or USDM or USDM Services, as applicable.

22. Website
Moneta strives to provide accurate and reliable information and content on the Moneta website, but such information may not always be correct, complete, or up to date. Moneta will update the

information on the Moneta website as necessary to provide you with the most up-to-date information, but you should always independently verify such information.

23. Updates to These Terms

Moneta can update these Terms at any time. When we do, we'll post the new version and update the date at the top.

If you continue using USDM or the USDM Services after we post the new Terms, that means you accept them.

If you don't agree with the changes, your only option is to stop using the USDM Services and close your Moneta Account.

We're not responsible for any losses you might experience due to changes in these Terms.

Heads up on Major Changes:

If we make a major change, we'll let you know in advance through our website or an email. By "major change", we mean any change that isn't just beneficial to you, required by law or our regulators, related to a new product or service, or a clarification of something already in these Terms.

24. Legal Compliance

USDM and USDM Services are subject to AML and CTF provisions, including Sanctions. By holding or using USDM, or using the USDM Services, you represent and warrant that your actions are not in violation of Sanctions. Without limiting the foregoing, you may not hold or use USDM, or use the USDM Services if you are a Restricted Person or intend to transact with or on behalf of any Restricted Persons. Moneta can suspend or end access to USDM if users break these Terms or partake in illegal actions, including but not limited to the activities described in Sections 13 and 14.

25. Governing Law; Venue

The laws of the State of New York, without regard to its conflict of laws principles, and applicable United States federal law shall govern these Terms.

26. Resolution of Disputes; Arbitration:

In the unlikely event that any dispute, claim, or controversy should arise between you and Moneta that we are unable to resolve, such dispute shall be subject to and finally resolved by confidential binding arbitration before an arbitrator under the auspices of the American Arbitration Association (AAA). The interpretation and enforceability of this arbitration provision shall be governed by the Federal Arbitration Act. Nothing in this Section limits the right of either party to seek temporary, preliminary, or emergency injunctive relief in aid of arbitration from a court of competent jurisdiction.

27. Survival

Upon termination of these Terms (and termination of your Moneta account, if you are a Moneta account holder), all rights and obligations of the parties that by their nature are continuing will survive such termination.

28. Entire Agreement and Severability

These Terms constitute the entire agreement between Moneta and its Users.

Just because Moneta does not act on a right or rule from these Terms does not mean that it has given up that right or rule.

If any provision of these Terms is determined to be unenforceable, illegal or unlawful, the remainder of these Terms shall remain in full force and effect, so long as the invalidity of such provision does not materially affect the essence of the Terms.

Should a section of these Terms be determined to be invalid or unenforceable for certain persons, such section of these Terms shall still remain in full force and effect and apply to all other individuals bound by these Terms.

The headings and any explanatory text are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.

These Terms, plus Moneta's rules about holding or using USDM, its Privacy Policy, and Cookie Policies, constitute the entire agreement between you and Moneta with respect to the holding or use of USDM. These Terms are not intended and shall not be construed to create any rights or remedies in any parties other than you and Moneta and Moneta's assigns.