

# Stablecoin Consortium Mint - User Agreement

**Effective as of 01-05-2024**

This Stablecoin Consortium Mint User Agreement (this “Agreement”) is a contract between you (“you” or a “User”) and Stablecoin Consortium Association (“Stablecoin Consortium Association,” “we,” or “us”) that applies to your use of a Stablecoin Consortium Mint account (“Stablecoin Consortium Mint account”). Stablecoin Consortium Association may offer certain services as described herein (the “Services”) on the Stablecoin Consortium Mint platform (the “Platform” or “Stablecoin Consortium Mint”). The csprUSD Terms, which are described more fully below, apply to your csprUSD and your Stablecoin Consortium Mint account, as applicable. From and after the date set forth above, this Agreement shall govern your use of any Stablecoin Consortium Mint account.

By registering for a Stablecoin Consortium Mint account or using any of the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement as well as the Stablecoin Consortium Association Privacy Policy, Cookie Policy, E-Sign Consent, and the csprUSD Acceptable Use Policy (“AUP”). You acknowledge and agree that you will be bound by these agreements and policies.

## **1. Eligibility; Limitations; Registration Process; Identity Verification**

Stablecoin Consortium Mint and the Services are currently only available to institutions located in supported jurisdictions. For a complete list of currently supported jurisdictions, please see our website.

In registering to use Stablecoin Consortium Mint, Services and get a Stablecoin Consortium Mint account on behalf of an entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) you are duly authorized by such legal entity to act on its behalf, and (iii) such organization (and any affiliate entity) must not have been previously suspended or removed from the Services or any other service or product offered by Stablecoin Consortium or its affiliate entities.

Use of certain Services may have further eligibility requirements that will need to be verified prior to you using such Services or from time to time in order to continue your use of the Services and may be subject to additional terms and conditions.

By accessing or using Stablecoin Consortium Mint and Services, you further represent and warrant that:

1. You are of the age of majority in your jurisdiction for entering a legal contract and are not a Restricted Person, nor are you resident of a Restricted Territory (each as defined in the AUP).
2. You will not be using Stablecoin Consortium Mint and Services for any illegal activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransom data, terrorism financing, other violent activities or any prohibited market practices, including, but not limited to, those listed under the Restricted Activities and Prohibited Transactions section in the AUP.

You also understand that there are additional representations and warranties made by you elsewhere in (or by reference in) this Agreement and that any misrepresentation by you is a violation of this Agreement.

When you set up Stablecoin Consortium Mint, you will be required to designate an administrator for your account. Stablecoin Consortium may, in its discretion, grant access to your Stablecoin Consortium Mint account and some or all of the Services to other persons at your firm (e.g. your employees) (such persons, "Additional Users"). Such access is subject to Stablecoin Consortium's review and approval, and such Additional Users' agreement to all of the terms hereof.

To the extent that you choose to have Additional Users have access to Stablecoin Consortium Mint, you will have to designate those Additional Users and manage their access to your account. By you requesting such access, you and such Additional Users agree to be bound by the terms of this Agreement.

## **2. About csprUSD**

csprUSD is a digital token issued by Stablecoin Consortium Association that operates on the Casper Network (collectively, as of any date of determination, the "csprUSD Supported Blockchain"). For the avoidance of doubt, these Terms only apply to csprUSD issued by Stablecoin Consortium Association.

csprUSD is fully backed by an equivalent amount of US dollar-denominated assets held by Stablecoin Consortium Association or its affiliates with US regulated financial institutions in segregated accounts apart from Stablecoin Consortium Association's corporate funds, on behalf of, and for the benefit of, Users (the "Segregated Accounts"). This means that for every csprUSD issued by Stablecoin Consortium Association and remaining in circulation, Stablecoin Consortium Association or the designated affiliate will hold on behalf of Users either one US dollar ("USD") or an equivalent amount of USD-denominated qualifying assets in its Segregated Accounts (the "csprUSD Reserves"). csprUSD is not designed to intrinsically create returns for holders, increase in value, or otherwise accrue financial benefit to the csprUSD holder.

## **3. No Current or Expected Blockchain Interoperability**

csprUSD is supported on the Casper Network as a CSPR CEP-18 token. With your Stablecoin Consortium Mint account, you can engage in transactions involving csprUSD within the Casper Network. Please note that csprUSD is not available on other blockchains.

## **4. KYC and KYB Compliance**

Stablecoin Consortium Association is committed to complying with all applicable laws and regulations regarding Know Your Customer (KYC) and Know Your Business (KYB) standards. These standards are designed to prevent the use of the Services for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

To facilitate our KYC and KYB procedures, we have partnered with Blockpass, a leading provider of KYC and KYB services. For more information about Blockpass, please visit their website at [blockpass.org](https://blockpass.org).

## **5. Fees and Minimums**

There is a fee of \$150 for the Stablecoin Consortium Association to complete the required KYC or KYB. In addition, there is a fee of 10 basis points (0.1%) of any amount minted or redeemed. Please note that no minting or redeeming can occur until accounts have satisfied all requirements and have been successfully approved by Blockpass. The minimum Size transaction is \$10,000 USD. Accounts may be settled in either US Dollars or USDC stablecoins.

Redemptions will be funded through bank wire or USDC within 24 hours of token burn completion subject to US banking holidays and other factors that may not be in the control of Stablecoin Consortium Association. Token mints will occur on the same day that funds are received and confirmed by Stablecoin Consortium Association's US banking and operational partners.

## **6. Additional Users**

You may request that we allow additional users to manage their access to your account. By you requesting such access, you and all Additional Users automatically agree to this Agreement. If Stablecoin Consortium Association determines that you or any of your Additional Users have violated this Agreement, including, but not limited to, transacting with Blocked Addresses or engaging in Restricted Activities or Prohibited Transactions then Stablecoin Consortium Association may be forced to terminate your Stablecoin Consortium Mint account.

## **7. Registration Process; Identity Verification**

When registering your Stablecoin Consortium Mint account, you must provide current, complete, and accurate information for all required elements on the registration page, including your full legal name and the legal name of your organization. You also agree to provide us, when registering a Stablecoin Consortium Mint account and on an ongoing basis, any additional information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. You permit us to keep a record of such information and authorize us to make the inquiries, whether directly or through third parties, that we consider necessary or desirable 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 understand, 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.

## **8. Mobile Services**

If you have opted in to using a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain mobile applications may be prohibited or restricted by your carrier, and not all Services may work with all carriers or devices. By using mobile Services, you agree that we may communicate with you by SMS, MMS, text message, push notification, and/or other electronic means via your mobile device

(“Mobile Messaging”) and that certain information about your usage of the Services may be communicated to us. In the event that you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to any person who might acquire your old number.

### **9. Limitation of Liability; No Warranty**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT STABLECOIN CONSORTIUM ASSOCIATION AND OUR AFFILIATES AND SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF STABLECOIN CONSORTIUM ASSOCIATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES.

### **10. Indemnification and Legal Responsibilities**

By using csprUSD or the Stablecoin Consortium Mint platform, you acknowledge that all authority and liability related to the token and platform are the responsibilities of the Stablecoin Consortium Association and further acknowledge that Sarson Funds, Inc., Stablecoin Index, LP and their associated officers and employees are indemnified against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit) that you may incur through the use of csprUSD or the Stablecoin Consortium Mint platform.

### **11. Applicable Law; Legal Compliance**

Your use of the Services is subject to the laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering (“AML”) and counter-terrorist financing (“CTF”) provisions.

You unequivocally agree and understand that by registering your Stablecoin Consortium Mint account and using the Services in any capacity, you will act in compliance with and be legally bound by this Agreement, the AUP, and all applicable laws and regulations. For the avoidance of doubt, continued use of your Stablecoin Consortium Mint account and Stablecoin Consortium Association’s obligations to you under this Agreement are conditional on your continued compliance at all times with this Agreement, the AUP, and all applicable laws and regulations. Stablecoin Consortium Association’s AML and CTF procedures are guided by all applicable laws and regulations regarding AML and CTF. These standards are designed to prevent the use of the Services for money laundering or terrorist financing activities.