

## Terms & Conditions of Service

These Terms and Conditions (“Terms”) constitute a legally binding agreement between the user (“Client,” “You”) and Dinaria LLC, a Money Services Business (MSB) organized under the laws of the State of Montana, United States, and duly registered with the Financial Crimes Enforcement Network (FinCEN) under Registration No. 31000304002732 (hereinafter referred to as ‘Dinaria’).

By accessing or using any of Dinaria’s services, platforms or systems, you confirm that you have read, understood and agreed to be legally bound by these Terms. If you do not agree with these Terms in full, you may not use our services.

### 1. Services Provided

Dinaria provides infrastructure and support for international financial transactions, including but not limited to:

- Cross-border payment processing
- Foreign currency exchange and conversion
- Treasury and liquidity management
- Backend financial infrastructure for fintech platforms
- Settlement, reconciliation and ledgering services

These services are offered exclusively to eligible individuals and legal entities in compliance with applicable laws and regulatory standards.

*Dinaria does not provide investment advice, securities brokerage or banking services, unless explicitly stated in a written agreement. Dinaria does not act as custodian, trustee, escrow agent, or fiduciary of client funds or assets, unless expressly agreed in writing. All services are provided on a strictly non-fiduciary basis.*

### 2. Eligibility

By using Dinaria’s services, you represent and warrant that:

- You are at least 18 years old or the age of majority in your jurisdiction.
- You possess full legal capacity to enter into and comply with these Terms.
- If acting on behalf of a legal entity, you are duly authorized to represent and bind that entity.
- You are not located in, a resident of, or operating in any jurisdiction subject to U.S. economic or trade sanctions.
- You are not listed on any U.S. or international sanctions, watchlists, or embargo databases (e.g., OFAC SDN list).

### 3. Regulatory Compliance – KYC/AML Requirements

Dinaria LLC implements robust Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures consistent with U.S. laws and global best practices. Clients must provide accurate and verifiable documentation, including but not limited to:

- Government-issued identification
- Proof of residence or business address
- Corporate formation documents
- Ultimate Beneficial Ownership disclosures
- Source of funds and source of wealth declarations

Dinaria reserves the right to:

- Refuse, restrict, or terminate services at its sole discretion without obligation to disclose reasoning;
- Freeze or close accounts upon detection of suspicious or prohibited activity;
- Conduct periodic or event-driven re-verifications and enhanced due diligence.

*Providing false, incomplete, or misleading information may lead to immediate termination and may be reported to authorities.*

### 4. Acceptable Use of Services

Clients agree to use Dinaria's services only for lawful and authorized purposes. The following uses are strictly prohibited:

- Engagement in fraudulent, unlawful, or illicit activities
- Circumventing sanctions, export controls, or financial regulations
- Unauthorized reselling of Dinaria services
- Misrepresentation of identity or business purpose
- Attempts to access systems or data not explicitly permitted

Any violation of this clause may result in immediate suspension or permanent termination of access, and possible referral to authorities.

### 5. Fees, Pricing, and Settlement

All fees are disclosed in advance via the platform, onboarding documentation, or commercial agreement. These may include:

- Transaction processing fees
- Currency conversion spreads
- Monthly or annual service fees

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#### DINARIA LLC

# DINARIA

Clients authorize Dinaria to deduct applicable fees from settlement amounts or transaction proceeds.

Settlement methods, currencies, and timelines shall be governed by onboarding agreements or specific service-level terms.

*Dinaria is not responsible for delays, errors, or losses arising from third-party banks, correspondent institutions, or payment systems.*

## 6. Settlement and Payment Structure

Dinaria may fulfill payment instructions in one of two ways, depending on the service configuration and applicable regulatory framework:

- 1) **Ledger Settlement Model:** In certain cases, Dinaria maintains an internal ledger reflecting the Client's balance. Payments made by Dinaria to the Client's designated account shall, in such cases, constitute the settlement of Dinaria's contractual obligation to the Client, and not a transmission of third-party funds.
- 2) **Transmission Model:** In other cases, Dinaria may process payments as a registered MSB under federal law. In this capacity, Dinaria receives and transmits funds on behalf of the Client in compliance with FinCEN requirements and applicable U.S. federal regulations.

For the avoidance of doubt, Dinaria does not act as a custodian, trustee, escrow agent, or fiduciary of Client funds, unless expressly agreed in writing. The specific model applicable to a transaction (ledger settlement or transmission) will be determined based on the service agreement, operational setup, and regulatory considerations applicable to the Client and payment corridor.

## 7. Use of Proprietary Float

Dinaria may, at its sole discretion, fulfill Client settlement and conversion instructions using its proprietary float, consisting of fiat balances held with regulated financial institutions and stablecoin balances maintained with regulated virtual asset service providers.

When Dinaria uses proprietary float to satisfy a Client request, the Client shall be deemed to have received full and final settlement of the instructed transaction on a one-to-one value basis, equivalent to settlement through an external provider.

Dinaria does not act as a custodian, trustee or fiduciary of Client funds. All obligations towards the Client are contractual obligations of Dinaria, supported by its treasury management policies, reconciliation procedures, and reserve requirements.

## 8. Data Privacy and Confidentiality

Dinaria handles client data in accordance with:

- The EU General Data Protection Regulation (GDPR)
- U.S. federal and state privacy laws
- Industry-standard security protocols (e.g., encryption, access controls)

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### DINARIA LLC

U.S.-based company formed in the State of Montana • Registered MSB (FinCEN)  
EIN: 61-2252677 • MSB Reg. No. 31000304002732  
1290 HWY 2 East, Suite 1117, Kalispell, MT 59901, United States  
[www.dinaria.com](http://www.dinaria.com) • [info@dinaria.com](mailto:info@dinaria.com)

Client data is shared only:

- With client consent
- To perform the requested service
- To comply with legal or regulatory obligations
- With third-party providers under strict confidentiality agreements

The Client expressly authorizes Dinaria to share, transmit, or otherwise process Client information (including KYC, identification, and transactional data) with Dinaria's regulated partners, correspondent financial institutions, payment processors, or virtual asset service providers, solely for the purpose of enabling account opening, transaction execution, settlement, reconciliation, treasury management, or compliance with applicable legal and regulatory requirements.

Such sharing shall be conducted under confidentiality and data protection agreements consistent with applicable laws (including GDPR and U.S. privacy regulations). Dinaria shall ensure that all third-party partners maintain equivalent standards of data protection and use Client information exclusively for the purposes described herein.

*Dinaria disclaims liability for damages resulting from inaccurate or outdated information provided by the Client.*

## **9. Limitation of Liability**

To the maximum extent permitted by law, Dinaria shall not be liable for:

- Indirect or consequential damages, including lost revenue, profits, data, or business opportunities
- Downtime or failures attributable to third-party providers (e.g., SWIFT, custodians, card networks)
- Regulatory penalties or sanctions imposed on the Client due to their own actions or omissions
- Force majeure events (e.g., natural disasters, war, cyberattacks, or pandemics)

Dinaria's total cumulative liability shall not exceed the total amount of fees paid by the Client in the three (3) months preceding the event giving rise to the claim.

*Client agrees to indemnify, defend, and hold harmless Dinaria, its officers, directors, and affiliates against any claim, damage, liability, or cost arising from your breach of these Terms or applicable law.*

## 10. Termination

Either party may terminate this agreement with fifteen (15) calendar days' written notice.

Dinaria may suspend or terminate services immediately and without prior notice if:

- The Client fails to comply with these Terms or applicable regulations
- There is material misrepresentation during onboarding or usage
- Legal or regulatory proceedings require suspension of activity

Upon termination:

- All outstanding obligations (including unpaid fees, penalties, and reports) must be fulfilled immediately
- Dinaria reserves the right to retain client records for legal, compliance, or audit purposes

## 11. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of Montana, United States.

All disputes shall be resolved in the competent state or federal courts located in Flathead County, Montana, with each party waiving any objections to venue or jurisdiction.

## 12. Amendments

Dinaria may update these Terms at any time. Clients will be notified of any material changes:

- Through publication on our official website; and
- Via email at least seven (7) calendar days in advance

Continued use of the services after notification constitutes acceptance of the revised Terms.

## 13. Notices and Contact

All formal notices, communications, or legal inquiries must be directed to:

### Dinaria LLC

1290 US Highway 2 East, Suite 1117

Kalispell, MT 59901

Email: [info@dinaria.com](mailto:info@dinaria.com)

## 14. Entire Agreement

These Terms constitute the entire agreement between Dinaria and the Client regarding the use of services, superseding any prior agreements, understandings, or representations.

Any waiver or exception must be expressly authorized in writing by Dinaria's Managing Member. No oral communication shall be considered legally binding.

## 15. Disclaimers and Risk Disclosures

By using Dinaria's services, you acknowledge and agree that:

- No U.S. or foreign regulatory authority (including the SEC, OCC, or FDIC) has reviewed or approved Dinaria's operations;
- Dinaria does not guarantee the availability, accuracy, or speed of exchange rates, settlement times, or third-party platform behavior;
- The Client remains solely responsible for tax reporting and compliance in their jurisdiction;
- Any use of blockchain, stablecoins, or distributed infrastructure may involve third-party risks beyond Dinaria's control.

## 16. No Agency or Fiduciary Relationship

Nothing in these Terms shall be construed as creating a partnership, joint venture, agency, or fiduciary relationship between Dinaría and the Client. Each party acts solely as an independent contractor.

## 17. Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a competent authority, the remaining provisions shall remain in full force and effect.

*By continuing to use Dinaría's services, you confirm that you have read, understood, and accepted these Terms and Conditions in full.*