



## UCBI's Terms and Conditions

### *1. Introduction*

Welcome to UCBI Banking. These Terms and Conditions ("Terms") govern the use of our services and outline the relationship between UCBI Banking ("we," "our," or "the Company") and our users ("you" or "the user"). By accessing or using UCBI Banking's services, you agree to comply with and be bound by these Terms, which establish the rights and responsibilities of all parties involved.

These Terms apply to all users of our services, including but not limited to clients, investors, advisors, and visitors to our website. Please read them carefully, as they contain important information about your legal rights, limitations on liability, and other provisions that may affect your use of UCBI Banking's services.

If you do not agree with any part of these Terms, please refrain from using our services. By continuing to access or use our platform, you acknowledge that you have read, understood, and accepted these Terms in full.

### Definitions

Throughout these Terms, certain key terms may be used. Here are their definitions:

"Services" refer to all products, features, and offerings provided by UCBI Banking, including our Investment Fund, Tokenization Advisory, and Blockchain Advisory services.

"User" refers to any individual or entity accessing our platform and/or using our services.

"Digital Assets" mean cryptocurrencies, tokens, or other digital forms of value that are exchanged or traded.

We reserve the right to amend these Terms periodically to reflect changes in our services, applicable laws, or other necessary modifications. Users will be notified of any material changes, and continued use of our services implies acceptance of any updates.

## 2. Services Provided

UCBI Banking offers a range of specialized services designed to support businesses, investors, and startups in the blockchain and digital finance industry. Our primary services include:

### 1. Investment Fund Management

UCBI Banking provides professional investment fund services that allow users to participate in carefully selected digital asset portfolios. Our investment fund service is managed by experienced advisors and aims to generate sustainable returns while managing risk in the dynamic digital asset market. By accessing this service, users agree to comply with all applicable terms, disclosures, and guidelines specific to our investment offerings.

### 2. Tokenization Advisory

We offer advisory services to guide businesses in the tokenization of real or digital assets. This includes assistance with structuring, launching, and managing tokenized assets, enabling businesses to leverage blockchain technology for liquidity, security, and transparency. Our team provides tailored guidance on regulatory compliance, asset valuation, and tokenization processes, helping businesses to create scalable tokenized solutions that align with market standards.

### 3. Blockchain Advisory

Our Blockchain Advisory service provides end-to-end support to companies and individuals exploring blockchain integration. This service includes strategic planning, platform selection, architecture design, smart contract development, and regulatory consulting to help clients build secure, compliant, and efficient blockchain-based solutions. We aim to empower clients with practical insights to successfully implement blockchain technology within their operations.

## Eligibility and Restrictions

Access to UCBI Banking's services is subject to eligibility criteria, which may include location, regulatory compliance, and verification processes. Certain services may be restricted or unavailable to users based on jurisdictional regulations or other legal constraints.

By using any of UCBI Banking's services, users acknowledge and accept the risks associated with digital assets and blockchain technologies, as outlined in our Terms. UCBI Banking reserves the right to modify, suspend, or terminate any service at its discretion.

### *3. Account Registration and User Obligations*

To access certain services offered by UCBI Banking, users must create an account and complete the registration process. This involves providing accurate and complete personal information, agreeing to our verification and identification requirements, and adhering to the responsibilities outlined below.

#### Account Registration Process

##### 1. Providing Accurate Information

Users must provide accurate, up-to-date, and complete information during the registration process. This includes any information requested for verification purposes, such as identification documents or financial details. Inaccurate or incomplete information may lead to suspension or termination of account access.

##### 2. Verification and Compliance

In accordance with regulatory and compliance standards, UCBI Banking may require users to complete Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures. By registering, users consent to these verification processes and agree to provide any necessary documentation or information required for compliance.

##### 3. Account Security

Users are responsible for maintaining the security and confidentiality of their account credentials. Sharing passwords or allowing unauthorized access to the account is prohibited. UCBI Banking will not be liable for any loss or damage resulting from failure to secure account credentials.

##### 4. Eligibility Requirements

Users must meet specific eligibility criteria, which may include age restrictions, geographic limitations, or compliance with applicable laws. UCBI Banking reserves the right to deny registration to users who do not meet these criteria or who are found to be ineligible for other legal reasons.

#### User Obligations

##### 1. Compliance with Terms and Regulations

By using UCBI Banking's services, users agree to comply with these Terms, as well as all applicable laws, regulations, and guidelines. This includes adhering to any restrictions based on jurisdiction, service limitations, or regulatory requirements.

## 2. Prohibited Activities

Users agree not to engage in prohibited activities, which include but are not limited to:

Attempting to circumvent verification or security protocols.

Engaging in fraudulent, illegal, or unethical activities through the platform.

Using the platform for purposes not intended by UCBI Banking.

## 3. Reporting Unauthorized Access

Users are required to notify UCBI Banking immediately if they suspect unauthorized access to their account or experience any suspicious activity. Prompt reporting helps us to take timely measures to protect user accounts and data.

## 4. Updates to Information

Users must promptly update their account information if there are any changes to their personal or financial details. Failure to do so may result in account suspension or limitations on access to certain services.

By completing the registration process, users confirm their understanding and acceptance of these obligations. UCBI Banking reserves the right to modify, suspend, or terminate accounts that do not comply with these Terms.

## *4. Fees and Payment Terms*

UCBI Banking charges fees for various services to ensure the sustainability and quality of our offerings. The following outlines our fee structure, payment terms, and user obligations related to payments.

### Fee Structure

#### 1. Service Fees

Each service offered by UCBI Banking may have specific fees associated with it, including but not limited to:

Investment Fund Management Fees – fees based on a percentage of managed assets or performance-based fees.

Tokenization Advisory Fees – charges for consulting and support related to tokenization projects.

Blockchain Advisory Fees – fees for technical consulting, development support, and strategic advisory services.

## 2. Transaction and Processing Fees

Users may be subject to additional transaction or processing fees, such as those associated with transfers, withdrawals, or payments through third-party platforms. These fees vary by transaction type and are clearly stated prior to the completion of any transaction.

## 3. Additional Charges

Certain services may require additional charges, which will be disclosed to users in advance. These may include costs for expedited processing, specialized consulting, or any bespoke services.

## Payment Terms

### 1. Payment Methods

UCBI Banking accepts various payment methods, including bank transfers, credit/debit cards, and approved digital assets. Users are responsible for ensuring that their selected payment method is valid and has sufficient funds to cover any fees.

### 2. Timing and Due Dates

Fees are generally due at the time of service initiation unless otherwise specified. For ongoing services, such as investment fund management, fees may be due on a periodic basis (e.g., monthly, quarterly, or annually). UCBI Banking will notify users of due dates and terms specific to each service.

### 3. Currency

All fees are payable in the currency specified at the time of transaction. UCBI Banking reserves the right to designate accepted currencies, which may include fiat currencies (e.g., USD, EUR) or specific digital assets.

### 4. Late Payment and Penalties

Late payments may be subject to penalties, interest charges, or service suspension until payment is received. Users are responsible for all charges and fees associated with late payments as stipulated in the service terms.

## Refund Policy

### 1. Eligibility for Refunds

UCBI Banking offers refunds for certain services in cases of service errors, cancellations, or changes initiated by UCBI Banking. Refund eligibility and conditions are specific to each service and will be communicated accordingly.

## 2. Request Process

Refund requests must be submitted within a specified period, typically within 14 days of the original transaction. Users may be required to provide supporting documentation for verification.

## 3. Non-Refundable Fees

Certain fees, including those related to processing, regulatory compliance, and bespoke advisory services, may be non-refundable.

## Fee Adjustments

UCBI Banking reserves the right to adjust its fee structure periodically based on market conditions, regulatory requirements, or business needs. Users will be notified in advance of any changes to the fee schedule, and continued use of our services after such notice constitutes acceptance of the revised fees.

## *5. Intellectual Property Rights*

UCBI Banking respects and protects its intellectual property rights, and expects users to do the same. This section outlines the ownership and use of intellectual property related to our services, platform, and content.

### Ownership of Intellectual Property

#### 1. UCBI Banking's Proprietary Rights

All content, materials, and technology used in connection with UCBI Banking's platform and services—including, but not limited to, logos, trademarks, trade names, designs, text, graphics, software, and other related materials—are the exclusive property of UCBI Banking or its licensors. These elements are protected by copyright, trademark, and other applicable intellectual property laws.

#### 2. Third-Party Content

Certain services or content on UCBI Banking's platform may include third-party materials. Such content is used under license or with permission from the relevant third parties and remains the property of the respective owners. Users may not use or reproduce third-party content without permission from the copyright holder.

## Permitted Use of UCBI Banking's Intellectual Property

### 1. Limited License for Personal Use

UCBI Banking grants users a limited, non-exclusive, non-transferable license to access and use the platform and its content for personal or internal business use, solely for the purpose of engaging with UCBI Banking's services. This license does not grant users any ownership rights over UCBI Banking's intellectual property.

### 2. Prohibited Actions

Users are prohibited from:

Copying, modifying, distributing, or creating derivative works from any part of UCBI Banking's platform or content without prior written consent.

Attempting to reverse-engineer, decompile, or extract source code from UCBI Banking's software or technologies.

Using UCBI Banking's trademarks, logos, or branding in any way that may imply endorsement or association without explicit permission.

## User-Generated Content

### 1. Ownership of User Content

Users retain ownership of any content they create or upload to UCBI Banking's platform, such as feedback, suggestions, or reviews. However, by submitting such content, users grant UCBI Banking a non-exclusive, royalty-free, worldwide license to use, modify, display, and distribute the content for purposes related to the platform's operation and promotion.

### 2. Prohibited Content

Users agree not to upload content that infringes on the intellectual property rights of third parties, violates privacy rights, or is otherwise illegal, defamatory, or harmful.

## Intellectual Property Violations

If UCBI Banking suspects or receives notice of intellectual property violations, we reserve the right to take appropriate actions, including removing infringing content, suspending user accounts, or pursuing legal action as necessary. Users found to violate intellectual property rights may be liable for damages or other legal remedies.

## Reporting Intellectual Property Concerns

Users or third parties who believe that their intellectual property rights have been violated on UCBI Banking's platform may contact us with relevant details. We will promptly review such claims and take necessary action in compliance with applicable laws and our internal policies.

## *6. Privacy Policy and Data Protection*

UCBI Banking is committed to safeguarding the privacy and personal data of its users in compliance with applicable data protection laws. This section outlines how UCBI Banking collects, uses, stores, and protects personal information, and informs users of their rights regarding their data.

### Data Collection

#### 1. Types of Data Collected

UCBI Banking collects personal information necessary to provide and improve its services, including:

**Personal Identification Information:** Such as name, address, email, and phone number.

**Financial Information:** Including payment details, transaction history, and relevant financial records.

**Usage Data:** Information on how users interact with our platform, including device information, IP address, and browsing behavior.

#### 2. Methods of Data Collection

Data is collected through various methods, including:

**Direct Input:** Information provided by users during registration, account updates, or customer support interactions.

**Automated Collection:** Data collected automatically through cookies and similar tracking technologies when users interact with our platform.



## Data Usage

### 1. Purpose of Data Collection

UCBI Banking uses collected data for the following purposes:

To provide and personalize services.

To process transactions and manage user accounts.

To communicate updates, promotional offers, and relevant news (with user consent).

To enhance security, fraud prevention, and compliance with regulatory standards.

### 2. Data Sharing and Third Parties

UCBI Banking may share user data with trusted third-party providers solely for service provision, regulatory compliance, or fraud prevention. These third parties are contractually bound to protect personal data and use it only as directed by UCBI Banking.

## Data Protection

### 1. Security Measures

UCBI Banking implements industry-standard security protocols to protect user data, including encryption, secure access controls, and regular security audits. While we strive to ensure data security, no method of transmission or storage is entirely foolproof, and users should also take precautions to protect their accounts.

### 2. Data Retention

User data is retained only as long as necessary for the purposes outlined in this policy or as required by law. Once data is no longer needed, it is securely deleted or anonymized.

## User Rights

### 1. Access and Correction

Users have the right to access and correct their personal information held by UCBI Banking. Requests for access or correction can be submitted through the user's account settings or by contacting customer support.

## 2. Data Deletion

Users may request the deletion of their personal data under certain circumstances, such as when data is no longer necessary for the purposes it was collected. However, certain data may need to be retained for regulatory or legal purposes.

## 3. Opt-Out Options

Users can choose to opt out of marketing communications at any time. Additionally, users can manage cookie preferences and data collection settings through their browser or device settings.

## Policy Updates

UCBI Banking may periodically update its privacy policy to reflect changes in legal requirements or business practices. Users will be notified of significant changes, and continued use of our platform constitutes acceptance of any revised privacy policy.

## Contact for Data Privacy Concerns

For questions, concerns, or requests related to data privacy, users may contact UCBI Banking's Data Protection Officer (DPO) via the contact information provided on our website. We strive to address all privacy inquiries promptly and transparently.

## *7. Risk Disclosure*

Engaging in blockchain, cryptocurrency, and financial technology services entails certain risks. UCBI Banking provides this Risk Disclosure to inform users about potential risks and ensure they make well-informed decisions. By using our services, users acknowledge and accept these risks.

### 1. Market and Volatility Risks

**Cryptocurrency Volatility:** Cryptocurrency markets are highly volatile, and the value of digital assets can fluctuate significantly in short periods. Users may experience substantial gains or losses based on these fluctuations.

**Market Liquidity:** Some digital assets may have limited liquidity, making it difficult to buy or sell at favorable prices, potentially impacting the value and usability of those assets.

## 2. Regulatory Risks

**Changing Regulations:** Cryptocurrency and blockchain-related activities are subject to evolving regulations that may impact the legal status, taxation, or use of digital assets. Changes in regulation could adversely affect users' investments or access to UCBI Banking services.

**Compliance and Legal Restrictions:** Users are responsible for understanding and complying with relevant laws and regulations in their jurisdiction. UCBI Banking cannot guarantee that its services are permitted in all regions, and users should consult legal or financial advisors as necessary.

## 3. Technology and Security Risks

**Cybersecurity Threats:** Digital asset platforms are vulnerable to cybersecurity threats, including hacking, phishing, and other forms of fraud. While UCBI Banking employs security measures, absolute protection against all threats cannot be guaranteed.

**Technical Failures:** Blockchain technology and digital wallets rely on complex systems that may experience technical failures or interruptions, potentially affecting access to funds or transactions.

**Loss of Access:** Users are solely responsible for maintaining secure access to their digital wallets and private keys. Loss of a private key or compromised wallet access may result in permanent loss of assets, and UCBI Banking cannot assist in asset recovery.

## 4. Investment Risks

**No Guarantee of Profits:** Engaging in blockchain investments or services through UCBI Banking does not guarantee profits. Users may lose some or all of their investment based on market performance or other factors.

**Speculative Nature:** Digital assets and blockchain-based investments are speculative and may involve high-risk strategies. Users should consider their risk tolerance and investment goals before proceeding.

## 5. Operational Risks

**Third-Party Dependence:** UCBI Banking may rely on third-party service providers, such as exchanges or wallet providers, to deliver certain services. The performance or reliability of these third parties can impact UCBI Banking's services and user experiences.

**Changes to Platform or Services:** UCBI Banking reserves the right to modify or discontinue certain services based on strategic or operational needs. Such changes may affect users' access to certain features or digital assets.

## 6. Legal and Tax Implications

**Tax Liability:** Users are responsible for understanding and managing their tax obligations related to digital assets and blockchain transactions. UCBI Banking does not provide tax advice, and users should consult a tax professional if necessary.

**Legal Exposure:** Certain digital asset activities may expose users to legal liabilities in some jurisdictions. Users should exercise due diligence to ensure compliance with applicable laws.

## 7. Disclosure Limitation

This Risk Disclosure does not exhaustively cover all risks associated with digital assets, blockchain technology, or UCBI Banking services. Users should conduct independent research and, if necessary, seek advice from qualified professionals before engaging with our services.

### Acknowledgment of Risk

By accessing and using UCBI Banking's services, users acknowledge their understanding of the risks outlined above and assume full responsibility for their decisions and any resulting outcomes. UCBI Banking disclaims liability for losses, damages, or other adverse outcomes arising from risks inherent in the cryptocurrency and blockchain space.

## 8. *Compliance and Regulatory Obligations*

UCBI Banking is committed to upholding regulatory standards and ensuring compliance with applicable laws in all jurisdictions where we operate. This section outlines the key compliance and regulatory obligations that govern our operations and the responsibilities of users.

### 1. Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)

**AML and CTF Protocols:** UCBI Banking follows strict Anti-Money Laundering and Counter-Terrorism Financing protocols to prevent illicit activities. We are committed to identifying, monitoring, and reporting suspicious transactions in accordance with legal requirements.

**Customer Due Diligence (CDD):** All users must undergo a Customer Due Diligence process, which includes verifying identity, assessing risk levels, and monitoring transactions. This may involve submitting government-issued identification and other relevant documentation.

**Enhanced Due Diligence (EDD):** For users deemed to pose higher risks, Enhanced Due Diligence may be required, involving additional documentation and screening measures.

## 2. Know Your Customer (KYC)

**KYC Compliance:** To comply with global regulations, UCBI Banking requires users to complete KYC verification during the account registration process. KYC data helps us verify users' identities, ensure account security, and maintain the integrity of our platform.

**Data Accuracy and Updates:** Users are responsible for providing accurate information during KYC and promptly updating any changes to personal details. Failure to maintain accurate information may result in restricted access or account suspension.

**Privacy Assurance:** UCBI Banking is committed to protecting users' personal information collected during KYC, adhering to data protection laws and utilizing secure storage methods to prevent unauthorized access.

## 3. Compliance with Local and International Laws

**Jurisdictional Compliance:** UCBI Banking operates in compliance with relevant financial, privacy, and security regulations across jurisdictions. However, it remains the user's responsibility to ensure compliance with local laws regarding digital assets and related activities in their respective locations.

**Global Sanctions and Restricted Activities:** Users are prohibited from using UCBI Banking services to engage in any activities that violate international sanctions, trade restrictions, or other prohibited practices. We reserve the right to restrict services to users in certain regions based on regulatory constraints.

## 4. Data Protection and Confidentiality

**Data Security Standards:** UCBI Banking adheres to strict data protection regulations to ensure user data is handled securely. We implement best practices in data encryption, access control, and audit processes to protect user information.

**Confidentiality Obligations:** UCBI Banking respects user privacy and treats personal data as confidential, except where disclosure is required by law or for regulatory purposes. Only authorized personnel have access to sensitive information, and strict controls are in place to prevent unauthorized access.

## 5. Reporting Obligations

**Transaction Reporting:** UCBI Banking is legally obligated to report certain transactions to regulatory authorities, including but not limited to large transactions and suspicious activity. Such reporting may occur without prior user notification if required by law.

Regular Compliance Audits: UCBI Banking conducts periodic audits to ensure adherence to regulatory standards and continuous improvement in compliance practices. We also collaborate with third-party auditors when necessary to verify our practices and maintain transparency.

## 6. Legal Disclaimer and User Responsibility

Legal Compliance: Users are solely responsible for understanding and complying with legal obligations related to the use of UCBI Banking services, including tax reporting and adherence to regional regulations.

Acknowledgment of Responsibility: By using UCBI Banking's services, users agree to comply with all regulatory and legal requirements and acknowledge the right of UCBI Banking to take action in response to non-compliance, including suspension or termination of services.

## 7. Consequences of Non-Compliance

Account Suspension or Termination: Failure to comply with regulatory obligations may result in restricted access, account suspension, or permanent termination of services.

Legal Penalties: UCBI Banking reserves the right to take legal action against users involved in unlawful activities and to cooperate with authorities in such cases.

## 9. *Limitation of Liability*

UCBI Banking aims to provide a secure and reliable platform for its users; however, due to the nature of blockchain, digital assets, and financial technology, there are inherent limitations and risks. This section outlines the scope of UCBI Banking's liability and clarifies the limits of our responsibility to users.

### 1. Service Availability

No Guarantee of Uninterrupted Access: UCBI Banking makes every effort to ensure continuous, reliable service. However, we do not guarantee that our services will be available without interruption, errors, or delays. Users acknowledge that factors outside UCBI Banking's control, such as network issues, technical failures, or scheduled maintenance, may impact access to services.

Temporary Suspension: UCBI Banking reserves the right to temporarily suspend or limit access to services for maintenance, upgrades, or in response to security concerns. We will endeavor to inform users of planned outages; however, emergency situations may prevent prior notification.

## 2. Financial Losses and Investment Risks

**Market Risk:** The value of digital assets and tokens is subject to market volatility and may fluctuate significantly. UCBI Banking is not responsible for any financial losses that users may incur as a result of price changes, trading activities, or investment decisions.

**No Guarantee of Profits:** UCBI Banking does not guarantee returns on investments, and users are responsible for assessing and assuming the risks of investing in digital assets. Users should conduct independent research and consult financial advisors before making investment decisions.

## 3. Liability for Third-Party Services

**Third-Party Integrations:** UCBI Banking may integrate with third-party services, such as exchanges or wallet providers. While we take steps to vet these services, we are not liable for losses or issues arising from third-party products or services. Users acknowledge and accept the risks associated with third-party integrations.

**Independent Terms and Policies:** Users should review the terms and privacy policies of any third-party services they use in conjunction with UCBI Banking. UCBI Banking assumes no responsibility for the actions, omissions, or errors of third-party service providers.

## 4. Security and Cybersecurity Risks

**No Liability for Cyberattacks:** Despite our efforts to secure the platform, UCBI Banking cannot be held liable for losses resulting from cyberattacks, hacking incidents, or other malicious activities. Users are encouraged to follow best practices for securing their accounts and digital assets.

**Responsibility for User Actions:** Users are responsible for maintaining the security of their accounts, including the safekeeping of private keys, passwords, and other access credentials. UCBI Banking is not liable for losses resulting from user negligence, unauthorized access, or compromised credentials.

## 5. Legal and Regulatory Liability

**Jurisdictional Compliance:** Users are responsible for understanding and complying with the legal and regulatory requirements in their jurisdiction. UCBI Banking assumes no liability for any legal consequences users may face due to non-compliance with local laws.

**Regulatory Changes:** Changes in laws or regulations may impact the services or digital assets provided by UCBI Banking. We are not liable for any losses or disruptions that may result from regulatory shifts or compliance requirements.

## 6. Limitation on Indirect or Consequential Damages

**Exclusion of Certain Damages:** UCBI Banking will not be liable for any indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use our services, even if advised of the possibility of such damages.

**Limitation on Total Liability:** In jurisdictions that do not permit the exclusion of certain liabilities, UCBI Banking's total liability to any user for any claim related to the services is limited to the amount of fees paid by the user to UCBI Banking within the previous twelve months.

## 7. Indemnification by Users

**User Responsibility for Damages:** Users agree to indemnify and hold UCBI Banking harmless from any claims, losses, or damages arising from their misuse of services, violation of terms, or breach of any legal obligations.

**Legal Defense:** Users may be required to cooperate with UCBI Banking in any legal defense related to claims arising from their actions on the platform.

## 8. Disclaimer of Warranties

**As-Is Basis:** UCBI Banking services are provided on an "as-is" and "as-available" basis. We make no warranties, whether express or implied, regarding the suitability, reliability, or availability of our services for any specific purpose.

**User Responsibility for Due Diligence:** Users are responsible for conducting due diligence, understanding risks, and using services at their own discretion. UCBI Banking disclaims all implied warranties, including those of merchantability, fitness for a particular purpose, and non-infringement.

## *10. Amendments to the Terms*

UCBI Banking reserves the right to modify, update, or amend these Terms and Conditions at any time, in its sole discretion, to reflect changes in regulations, business operations, or the services we offer. All amendments will become effective upon posting the updated Terms on the UCBI Banking website or via other communication channels.

### 1. Notification of Changes

**Publication of Amendments:** Users will be notified of any significant changes or updates to these Terms through the UCBI Banking website, email, or other communication methods. The updated Terms will be made available on the website, and users are encouraged to review the changes regularly.



Acceptance of Changes: Continued use of the UCBI Banking services after the updated Terms are posted constitutes acceptance of the modified Terms. If a user does not agree to the changes, they must cease using the services and may request the closure of their account.

## 2. User Responsibility

Review of Terms: It is the user's responsibility to regularly review these Terms for any amendments. Users are encouraged to check the Terms and Conditions page frequently to stay informed of any updates.

Obligation to Comply: By continuing to use UCBI Banking's services after amendments, users agree to abide by the revised Terms. If any changes affect the user's rights or obligations, they must ensure they are in compliance with the updated Terms.

## 3. Historical Versions of the Terms

Archiving Previous Versions: UCBI Banking may archive previous versions of these Terms and make them available upon request. Users may review the historical versions to understand past Terms and Conditions.

No Retroactive Effect: Any amendments to the Terms will apply to future interactions with UCBI Banking and will not have retroactive effect, except as required by law.

## *11. Dispute Resolution*

In the event of any dispute, claim, or controversy arising out of or relating to the use of UCBI Banking's services, these Terms and Conditions, or any related matters, both UCBI Banking and the user agree to follow the procedures outlined below in order to resolve the matter amicably and efficiently.

### 1. Negotiation and Good Faith Effort

Initial Resolution: Both parties agree to first attempt to resolve any dispute through good faith negotiations. This includes the direct communication between the user and UCBI Banking's customer support or designated representative to resolve the issue amicably.

Escalation: If the dispute is not resolved within thirty (30) days from the initiation of the negotiation process, the parties may escalate the matter to higher management or senior representatives for further resolution.

## 2. Mediation

**Non-binding Mediation:** If the dispute remains unresolved after negotiations, both parties agree to submit the dispute to non-binding mediation. The mediator will be an impartial third party, mutually agreed upon by UCBI Banking and the user. Mediation will take place in a location agreed upon by both parties, or conducted remotely if necessary.

**Cost of Mediation:** Each party will bear its own costs in the mediation process unless otherwise agreed by both parties. The costs for the mediator's services will be shared equally between UCBI Banking and the user, unless otherwise agreed.

## 3. Arbitration

**Binding Arbitration:** If the dispute is not resolved through negotiation or mediation, it shall be submitted to binding arbitration under the rules of an established arbitration institution, such as the International Chamber of Commerce (ICC) or another mutually agreed-upon institution. The decision of the arbitrator(s) will be final and legally binding on both parties.

**Location and Language:** The arbitration proceedings will take place in a mutually agreed location. The language of the arbitration shall be English, unless both parties agree to another language.

**Arbitration Costs:** The cost of arbitration will be shared equally between UCBI Banking and the user unless otherwise directed by the arbitration panel.

## 4. Jurisdiction and Venue

**Governing Law:** These Terms and Conditions are governed by the laws of the jurisdiction where UCBI Banking is incorporated, without regard to its conflict of law principles.

**Exclusive Jurisdiction:** In the event that arbitration is not possible or does not result in a resolution, both parties agree that any remaining disputes shall be resolved in the courts of the jurisdiction in which UCBI Banking is incorporated. Both parties submit to the exclusive jurisdiction of these courts for the purpose of resolving any legal disputes.

## 5. Waiver of Class Actions

**No Class Actions:** Both UCBI Banking and the user agree that any dispute will be resolved on an individual basis and not as part of any class action, class arbitration, or representative action. Each party waives their right to participate in class actions and agrees to resolve all disputes on an individual basis.

## 6. Time Limit for Claims

**Time Limit for Legal Actions:** Any legal action, including arbitration, related to these Terms and Conditions must be initiated within one (1) year from the date the dispute arises or within the time limit specified by applicable laws, whichever is shorter.

## *12. Termination of Services*

UCBI Banking reserves the right to suspend, terminate, or restrict access to its services in accordance with the conditions outlined below. This section explains the circumstances under which either party may terminate the services, as well as the process involved.

### 1. Termination by UCBI Banking

UCBI Banking may, at its sole discretion, suspend or terminate a user's access to its services in the following cases:

**Violation of Terms:** If a user violates any provision of these Terms and Conditions, including but not limited to misuse of services, non-compliance with regulatory obligations, or any actions deemed harmful to UCBI Banking, its users, or its reputation.

**Fraudulent or Illegitimate Activity:** If UCBI Banking identifies or suspects fraudulent activities, money laundering, illegal conduct, or any other activity that could harm the integrity or reputation of the platform.

**Legal or Regulatory Requirements:** If UCBI Banking is required to comply with any applicable laws, regulations, or directives, it may suspend or terminate services in order to meet its legal obligations.

**Security Concerns:** If there are significant security concerns related to the user's account or activity, including hacking attempts, unauthorized access, or any breach of security protocols.

**Inactive Accounts:** If an account remains inactive for a prolonged period of time, UCBI Banking reserves the right to close the account in accordance with its internal policies.

**Notice of Termination:** In most cases, UCBI Banking will notify the user of the suspension or termination of their account, providing details on the reason for the termination. However, UCBI Banking reserves the right to take immediate action without prior notice if it deems necessary.

## 2. Termination by the User

The user may terminate their account and cease using UCBI Banking's services at any time by following the official procedure for account closure. To terminate the services:

**Request for Account Closure:** The user must submit a formal request to UCBI Banking's support team, specifying their intention to terminate the account.

**Clearance of Obligations:** The user must clear any outstanding obligations, fees, or balances on their account before termination. UCBI Banking may require the settlement of any pending transactions or fees before finalizing the account closure.

**Confirmation of Termination:** Upon completion of the account closure procedure, UCBI Banking will confirm the termination, and the user will no longer have access to the services.

## 3. Effects of Termination

Upon termination of services by either party:

**Loss of Access:** The user will lose access to all services, accounts, and digital assets associated with their UCBI Banking account.

**Outstanding Obligations:** Termination does not relieve the user from any financial obligations or liabilities incurred before the termination. Any outstanding payments, fees, or charges must be settled prior to the termination.

**Data Retention:** UCBI Banking may retain certain user data as required by law or for compliance purposes. The specific data retention policy will be outlined in UCBI Banking's Privacy Policy.

## 4. Reinstatement of Services

**Request for Reinstatement:** In certain cases, UCBI Banking may allow a user to reinstate their account after termination if the user resolves the issue that led to the termination and meets the requirements outlined by UCBI Banking.

**Conditions for Reinstatement:** Reinstatement is at the discretion of UCBI Banking and is not guaranteed. The user may need to provide additional documentation or assurances to meet UCBI Banking's internal requirements.

### *13. Miscellaneous Provisions*

This section includes additional legal provisions that apply to the use of UCBI Banking's services, ensuring clarity and legal consistency between UCBI Banking and the user.

#### 1. Severability

If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions will not be affected. The invalid provision will be modified or replaced to the extent necessary to make it enforceable and consistent with the intent of the original provision.

#### 2. Entire Agreement

These Terms and Conditions, along with any other documents referenced herein, constitute the entire agreement between UCBI Banking and the user concerning the subject matter hereof. Any prior or contemporaneous communications, proposals, or representations, whether oral or written, are superseded by this agreement. Any amendments or modifications must be made in writing and agreed upon by both parties.

#### 3. Force Majeure

UCBI Banking will not be liable for any delay, failure, or interruption in the performance of its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, government actions, strikes, or technological failures.

#### 4. No Waiver

Failure by UCBI Banking to enforce any of the provisions of these Terms and Conditions will not be deemed a waiver of the provision or the right to enforce it at a later time. A waiver of any provision will be valid only if in writing and signed by an authorized representative of UCBI Banking.

#### 5. Assignment

The user may not assign or transfer their rights or obligations under these Terms and Conditions without the prior written consent of UCBI Banking. UCBI Banking may assign or transfer its rights or obligations under these Terms without restriction.

#### 6. Relationship of the Parties

The relationship between UCBI Banking and the user is that of an independent contractor. Nothing in these Terms and Conditions creates a partnership, joint venture, or employment relationship between the parties. Neither party has the authority to bind the other in any agreement with third parties.

## 7. Headings

The section headings in these Terms and Conditions are for convenience only and do not affect the interpretation or meaning of the provisions they precede.

## 8. Governing Language

These Terms and Conditions are provided in English, and the English version will be the governing text in case of any discrepancies between the translated versions and the English version.

## 9. Legal Compliance

Both UCBI Banking and the user agree to comply with all applicable laws, regulations, and rules governing the use of UCBI Banking's services. UCBI Banking is not responsible for ensuring that users comply with laws in their respective jurisdictions.

## 10. Notices

Any notices required or permitted under these Terms and Conditions shall be delivered by electronic mail, regular mail, or other means of communication as deemed appropriate by UCBI Banking. Notices sent by email will be considered effective on the date of transmission.

## 11. Survival

Any provisions of these Terms and Conditions which by their nature should survive termination or expiration of the agreement shall remain in effect, including but not limited to the sections on Limitation of Liability, Governing Law, Dispute Resolution, and Confidentiality.