



## TERMS OF USE

Nomad Fintech Inc

Welcome to Nomad Fintech, Inc. ("**Nomad**", "**we**," "**our**" or "**us**") and thank You for your interest in the Nomad App. These are our Terms of Use and, in conjunction with our Privacy Policy (collectively, our "**Terms**"), it governs your use of the financial services we directly or in partnership with our third party financial service providers make available to You on our mobile application (collectively, our "**Services**"). "**You**" or "**your**" means the individual that is applying for or already has an account with us to use the Services ("**Account**").

As used in these Terms, "**Investment Components**" means the portion of the Services that utilizes your Account to facilitate your ability to earn returns, and "**Remittance Components**" means the portion of the Services that utilizes your Account to facilitate funds transfers as applicable. The "**Banking Components**" means the portion of the Services where you can utilize your Account to work with a third party bank partner to hold a cash account with such third party bank partner and use a debit card.

**1. AGREEING TO OUR SERVICES.** Nomad is willing to provide the Services to You only upon the condition that you accept all the terms contained in these Terms. By clicking on the checkbox marked "I Accept" on the registration page or by accessing, installing, or using the Services, you agree to be bound by the Terms and to the collection and use of your information as set forth in our [Privacy Policy](#). If you are agreeing to these Terms on behalf of a company or other entity, you represent that you have the authority to accept these Terms on behalf of the entity and to bind the entity to these Terms. In that case, "you" and "your" will refer to Nomad. If you do not agree with all of these Terms, then you must not accept them and you are not permitted to use the Services. You are responsible for all Reversal Liability, claims, fees, fines, penalties, and other liabilities incurred by Nomad, our partners or third parties arising from your breach of these Terms or your use of our Services.

Nomad is an SEC Registered Investment Adviser. Nomad's Form ADV Part 2 may be found [here](#).

**2. USE OF THIRD PARTIES.** Some of the Services provided by Nomad are made available to you by our affiliates or in partnership with third party service providers.

- The Remittance Components are provided by BANCO OURINVEST S.A., a financial institution authorized to operate by the Brazilian Central Bank (Banco Central do Brasil) ("OURINVEST"), via NOMAD TECNOLOGIA LTDA., enrolled with Brazilian Ministry of Finance's Register of Legal Entities under number [CNPJ: 34.662.852/0001-66], acting as its Banking Correspondent, pursuant to National Monetary Council's Resolution 3.954/2011. Should there remain any doubts concerning remittance services, please contact NOMAD TECNOLOGIA LTDA. on +55 11 4200-0204 or OURINVEST on +55 11 4081-4444. NOMAD TECNOLOGIA LTDA is a company member of the NOMAD corporate group and, together with NOMAD FINTECH, INC, will have access to all personal data collected through the application. Such data may be shared with other partners, in order to comply with applicable regulation, such as the Know Your Client obligation and fraud prevention.
  - [Ourinvest Terms of Service](#)
- The Investment Components are provided by Nomad in partnership with DRIVEWEALTH LLC, a registered broker dealer, member of FINRA and SIPC ("**DRIVEWEALTH**"). Depending on the Services requested, funds in your Account are either held at FDIC-insured or SIPC insured banks for your benefit. Funds used for the Investment Component are held in an SIPC insured account in your

name established pursuant to a separate account agreement with DriveWealth. Nomad's provision of investment advice under the Investment Component is governed solely by the Nomad Client Account Agreement, which is a separate agreement from these Terms. . Please review the DriveWealth and investment documents listed below:

- [Nomad Investment Terms of Use \[Nomad Client Account Agreement\]](#)
  - [Form ADV Part 2](#)
  - [Form CRS \[Client Relationship Summary\]](#)
  - [DriveWealth Disclosure and Account Agreement \[Rule 14b1\(c\)\]](#)
  - [DriveWealth Privacy Policy](#)
- The Banking Components regarding account, card and related services, are provided by SYNAPSE FINANCIAL TECHNOLOGIES INC. (“SYNAPSEFI”) as bank program manager for EVOLVE BANK & TRUST, a FDIC member (“EVOLVE”). SYNAPSEFI is an agent of Evolve Bank for some purposes and will be responsible, at times, for carrying out responsibilities such as receiving and responding notices from you concerning your Account. SYNAPSEFI is our backend software provider, and partners with financial institutions to provide FDIC insurance. Synapse's API, and their relationship with financial institutions, enables us to offer banking services and products. By agreeing to Nomad's TOU and Privacy Policy, you also agree to Synapse's terms and policies below. Please review the following set of Synapse Terms of Service and Privacy Policy:
    - [Synapse Terms of Service](#)
    - [Synapse Privacy Policy](#)
    - [Synapse Consumer Cardholder Agreement](#)
    - [Synapse Consumer Deposit Agreement](#)

All third party service providers are referred to collectively as Third Party Service Providers. By agreeing to Nomad's Terms of Use and Privacy Policy, you also agree to the terms of our Third Party Service Providers as identified, without limitation, in this Section.

**3. CHANGES TO TERMS OR SERVICES.** We may update the Terms at any time, at our sole discretion. If we do so, we'll let you know either by posting the updated Terms to the Site and App or through other communications. It's important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

#### **4. WHO MAY USE THE SERVICES?**

(a) Eligibility. To use Nomad, you:

- Are [18 years or older].
- Must be permitted to use our Services and not prohibited by any governmental agency from utilizing financial tools.
- Can form a binding contract with Nomad in your jurisdiction.
- Agree to use the Services in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.
- Have not been previously removed from the Services by Nomad.

(b) How to Register with Us. If you want to use certain features of the Services, including the Remittance Components, Banking Components, and Investment Components, you will have to create an Account. You can do this via the Nomad app. Attempting to, or registering, more than one Nomad Account is strictly prohibited. To access our Services,

You will be required to apply for an Account with each of our providers according to the service(s) selected: the deposit account (" **Deposit Account**") and debit cards ("**Cards**") provided by one of our financial institution providers ("**Banking Provider**"), or any other service that we may establish and maintain from time to time on our sole discretion. In the application, You will need to provide the following personal information ("**Personal Information**"). Personal Information: your name, Brazilian's Natural Persons Register ("Cadastro de Pessoas Físicas" - CPF), date of birth, mother's name, address, gender, mobile phone number and email address. We provide the Personal Information to our Banking Providers and other third-party service providers to determine your eligibility for the Services. You agree to provide us only with accurate information and to keep such information accurate and up-to-date at all times. You may not select as your Nomad user ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party. We may deny your application, suspend provision of the Services to You, or close your Account if any information is out of date, incomplete, or inaccurate. Your application might also be denied at our discretion or at the Banking Provider's discretion, in which case, neither the Banking Provider nor we will have to justify the denial.

- (c) Our Verification Process. For our compliance purposes, and in order to provide the Services to you, you hereby authorize us to obtain, verify, and record information and documentation that helps us verify your identity and bank account information ("**Bank Account Information**"). We will never ask you for your login credentials by phone or through email.

As part of this authorization, we may at registration and from time to time as part of our ongoing compliance requirements, import certain information from financial institutions to verify your Bank Account information. In some cases, we will directly access this information. We may also integrate third party service providers to facilitate this Service solely for the purpose of importing your information.

By using the Services you agree to create and use only one account in order to maintain our "Know Your Customer" requirements. When you register for the Services and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as your Passport or other information and documentation.

If we approve your registration, you will be authorized to use the Services, subject to these Terms. We have sole direction to determine if you are eligible to use our Services.

- (d) Accuracy of Account information. When creating your Account, you must provide accurate and complete information, including payment related information, and your online credentials for your Bank Account ("**User Information**"). You are solely responsible for the activity that occurs on your Account, and you must keep your account password secure. You must notify Nomad immediately of any breach of security or unauthorized use of your account. We are not liable for any losses caused by any unauthorized use of your Account.
- (e) Changes to your Nomad Account. You agree to **promptly** notify us of changes to your User Information by updating your Nomad Account on the Application; provided however, that you must notify us at least **three (3) Business Days** before any changes to your Bank Account information, including, but not limited to, the closure of your Bank Account for any reason by emailing support@nomadglobal.com or by updating your Nomad Account via the Application.

- (f) Customer ID and Password Security. You are the only person authorized to use your Customer ID and password and for maintaining the confidentiality of your Customer ID and password unless you add other "Authorized Users" in accordance with these Terms. Users can: (i) add, remove, or manage additional users; (ii) request and manage Cards, as defined below, for users; (iii) view transactions and run reports; (iv) provide or update Personal Information; (v) connect third-party services, and other accounts to your Account; and (vi) perform other tasks to manage your Account. You shall not permit or allow other persons to have access to or use your Customer ID and password. You are responsible for the use of the Services under your Customer ID. You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer. We encourage You to use "strong" passwords for your Account (for recommendations on what constitutes a strong password, check NIST SP 800-63B).

**5. CUSTOMER INFORMATION AND PRIVACY.** You understand that by using the Services you agree to the collection, use and disclosure of your personal information and aggregate information as set forth in our [Privacy Policy](#), and to have

## **6. SERVICES**

By opening an Account you may have access to the following Services:

### **6.1 Remittance Component.**

- (a) *General.* You are able to transfer funds from Brazil to the USA in USD (US Dollars), considering current exchange rates and IOF in a 100% digital transaction via the Nomad app. You will be able to quote the commercial dollar exchange rate in real time. You can simulate the exchange in BRL or USD and the app shows to you the equivalent amount in the other currency. The total amount already includes the fees (IOF and spread) but you also have the information of the fees and ETV (Effective Total Value) separately. Once you contract an exchange, you will have to send a transfer (TED) from a Brazilian bank account under your name to the indicated account and you'll receive the money in USD into your Nomad account.
- (b) *Disclaimer.* The service of remittance is performed by BANCO OURINVEST S.A., a financial institution authorized to operate by the Brazilian Central Bank (Banco Central do Brasil) ("OURINVEST"), via NOMAD TECNOLOGIA LTDA., enrolled with Brazilian Ministry of Finance's Register of Legal Entities under number [CNPJ: 34.662.852/0001-66], acting as its Banking Correspondent, pursuant to National Monetary Council's Resolution 3.954/2011. Should there remain any doubts concerning remittance services, please contact NOMAD TECNOLOGIA LTDA. on +55 11 4200-0204 or OURINVEST on +55 11 4081-4444. NOMAD TECNOLOGIA LTDA is a company member of the NOMAD corporate group and, together with NOMAD FINTECH, INC, will have access to all personal data collected through the application. Such data may be shared with other partners, in order to comply with applicable regulation, such as the Know Your Client and the Anti-Money Laundering obligations and fraud prevention.
- (c) *Privacy.* NOMAD TECNOLOGIA LTDA will also have access to personal data collected in order to comply with sectorial norms established by the Brazilian Central Bank and the Brazilian National Monetary Council and other pertinent obligations, such as "Know Your Client", Anti-Money Laundering or fraud prevention. Therefore, either NOMAD FINTECH or NOMAD TECNOLOGIA may share the information here obtained with other commercial partners.

### **6.2 Banking Component.**

- (a) *General.* We offer you access to a Demand Deposit account in the US and a debit card. You understand that by opening an account through the App you authorize EVOLVE to accept all instructions provided to EVOLVE by NOMAD or SYNAPSEFI. The relationship between You and EVOLVE is that of debtor and creditor, and EVOLVE owes no fiduciary duty to You.
- (b) *Your Funds and the Account.* Your funds will remain in your Account until you instruct us to transfer any or all of your funds from your Account by indicating a withdrawal within the App. We will generally transfer the requested funds from your Account to your bank account within [six (6)] Business Days of when we receive your request. We may transfer funds from your Account to your bank account without notice to you upon the closure of your Account and at any time if required by applicable law or if we, in our sole discretion, suspect the Services are being used for illicit purposes or otherwise in violation of these Terms.
- (c) *Account Use Prohibitions.* You are solely responsible for determining whether the funds debited from your bank account and the funds maintained in your Account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the Services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds in your bank account.
- (d) *Checking Account.* You may obtain information about the balance of funds in your Account at any time by viewing the App to view balances for both Banking Components and Investment Components. You have the right to receive an account statement showing your account activity. The Deposit Account Agreement governs the deposit account made available to you by SYNAPSE. For any deposit accounts you open, the FDIC requires EVOLVE to disclose, and you hereby acknowledge, that deposits held by EVOLVE are insured up to \$250,000 federal deposit insurance limit, per depositor for each ownership category.
- (e) *Debit Card.* The Consumer Cardholder Agreement governs your use of the MasterCard® Debit Card provided by SYNAPSEFI as a processor and project manager for EVOLVE, the issuer of the Card. You must activate your card prior to use. If any errors occur, You have the right to dispute within sixty (60) days from the earlier of (i) the date the statement was made available to you on the App or (ii) the date you access your Account and would have been able to see the error. You must provide the appropriate information for us to investigate the error or unauthorized transaction, including at least the date of the transaction and its amount. Some transaction services may be limited, delayed or denied for risk and compliance reasons that we may not be able to disclose to you.
- (f) *Earnings on the funds held in my Banking Components.* YOU AGREE THAT YOU WILL NOT RECEIVE INTEREST OR OTHER EARNINGS ON THE FUNDS IN YOUR BANKING COMPONENTS. You irrevocably transfer and assign to Nomad any and all rights that you may have to any interest that may accrue on funds held in your Banking Components. This assignment applies only to interest earned on the funds held in your Account, and nothing in these Terms grants Nomad any rights to the principal of the funds held in your Banking Components.
- (g) *Nomad Account Closure.* Upon the closure of your Account for any reason, we will transfer the funds in your Account, if any, to your bank account. If your bank account is closed or we are otherwise unable to transfer the funds in your Account to your bank account, we will send you a check for the amount of the funds to you at your street address in our records. You agree that if we suspect that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Account, we may “freeze” or close your Account.
- (h) *Disclaimer.* SYNAPSE makes no representations or warranties relating to your funds our Account balance including FDIC insurance coverage.

### 6.3 Investment Component.

- (a) *General.* You may only use the Services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party.

- (b) *Building a Custom Plan.* You can determine which Services are best suited for your needs. For instance, you can establish an investment strategy using our Investment Components service. Based on the information we have about you, we will provide recommendations for a financial strategy that is intended to fit your financial and risk profile. You will be the one deciding how much of your paycheck you wish to set aside.

Past performance is not a guarantee of future success, and, in fact, volatility means that returns in any period may be far above or below those of a previous period. Some customers may have investment results that materially differ from those we might indicate by our investment tools and projections. Investments at Nomad may lose value. Nomad is unable to predict or forecast market fluctuations or other uncertainties that may affect the value of any investment. Model predictions are inherently limited in that they do not represent actual trading nor material economic or market factors that might have had an impact on Nomad's advice. Portfolio performance projections are based on Nomad's current recommended portfolios, and, for periods that pre-date the issuance of funds in our current recommended portfolios, broad market indexes. Portfolio performance projected account for the reinvestment of dividends as well as investment fees. While the features within the Investment Components are designed to provide helpful investing guidance, as an individual, you must carefully consider the appropriateness of the proposed portfolios in light of your own personal financial circumstances, including cash flow needs, tax circumstances, or other complex or subjective concerns. You are urged to use all available resources to educate yourself about investing in general, as well as the investments and overall composition of your portfolio and Investment Components. Additionally, market conditions and your personal financial circumstances may change - perhaps suddenly or maybe gradually over time. Monitoring and adjusting your Investment Components to suit changing circumstances is your responsibility, and it is recommended that you reassess any investing program on a regular basis to ensure that it remains consistent with your current financial resources and investment objectives.

- (c) *Disclaimer.* Nomad is a financial adviser only in regards to the product provided. For other benefits and plans, Nomad is not providing financial advice in the Services. Your financial situation is unique. We are not responsible for ensuring your Bank Account has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guarantees of any kind that the Services are appropriate for you. Before using the Services, you should consider obtaining additional information and advice from a financial adviser.

**7. INTERNATIONAL WIRES.** Outgoing international wire transfers require a minimum transfer amount of \$1,000 to be processed. Outgoing International Wires under the minimum amount (i.e. for any amount less than \$1,000) will not be sent, and will be cancelled. In case of an account closing, the minimum transfer amount does not apply. Please note that this requirement only applies for outgoing International Wires and not for incoming International Wires. International wire transfers have a specific cutoff time at 9:00 AM PT. With a settlement time at the same business day. International Wire transactions sent after the cutoff time will be processed the following business day.

**8. Prohibited Use.** Nomad may in its sole and absolute discretion refuse to process any transaction or service using its services or the services of its third party service providers that Nomad suspects would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Nomad conducts business, including the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity.

**9. MOBILE APPLICATION.** You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms

and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

These Terms apply to your use of all of the Services, including our iOS applications (the “App”) available via Apple, Inc. (“Apple”) App Store, but the following additional terms also apply to the Application:

- a) Both you and Nomad acknowledge that the Terms are concluded between you and Nomad only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- b) The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- c) You will only use the Application in connection with an Apple device that you own or control;
- d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- f) You acknowledge and agree that Nomad, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- g) You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, Nomad, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- i) Both you and Nomad acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- j) Both you and Nomad acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

We are also not the provider of the digital wallet and we are not not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction.

**10. PAYMENT TERMS.** Nomad offers certain Services at no cost to you. The Remittance Component, Investment Component and Banking Component, require fees. You must pay all applicable fees for such Services. Note that if you elect to receive text messages through the Services, data and message rates may apply. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply to your use of the Services.

10.1 **Paid Services.** Certain Services may be subject to payments now or in the future (the “**Paid Services**”). Please see our [FAQ page](#) for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.

10.2 **Billing.** By choosing to use Paid Services, you agree to pay us all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms. We reserve the right to correct any errors or mistakes even if we have already requested or received payment.



- 10.3 Payment Method. The terms of your payment will be based on the account costs and transaction frequency previewed in clause 14.2 and the Payment Method will be by automatic debit in your Account. You make the compromise to have money in your bank account so that we can process the payment. If we do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand. Where applicable, our Third Party Service Providers including DriveWealth may deduct fees directly from your account held by such provider.
- 10.4 Payment Information. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS WITHIN THE APP OR VIA CALLING OUR CUSTOMER SERVICE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.
- 10.5 Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

## 11. OUR PROPRIETARY RIGHTS

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services ("**Materials**") provided by Nomad or otherwise accessible on or through the Services are protected by intellectual property and other laws (together with Materials, "**Nomad IP**"). All Materials included in the Services are the property of Nomad IP or our third-party licensors.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and You agree to abide by all copyright notices, trademark rules, information and restrictions contained in any Content you access through the Services, and not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from or otherwise use any Nomad IP. The use of the Nomad IP for any purpose not expressly permitted by these Terms is strictly prohibited. Nomad also reserves all rights to the Materials not granted expressly in these Terms.

You may not use the Account or the Services in a manner that: (a) is unlawful (including, without limitation, under any applicable export control or privacy laws), prohibited by these Terms, or not reasonably intended by Nomad; (b) for the benefit of an individual, organization, or country identified on the United States Office of Foreign Asset Control's Specially designated Nationals List; (c) infringes or violates the Intellectual Property Rights (as defined below) or any other rights of anyone else (including Nomad); (d) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene or otherwise objectionable; (e)



jeopardizes the security of your Nomad user ID, account or anyone else's (such as allowing someone else to log into the Services as you); (f) attempts, in any manner, to obtain the password, account or other security information from any other user; (g) violates the security of any computer network, or cracks any passwords or security encryption codes; (h) runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (i) "crawls," "scrapes" or "spiders" any page, data or portion of or relating to the Services or Nomad IP (through use of manual or automated means); (j) copies or stores any significant portion of the Nomad IP; or (k) decompiles, reverse engineers or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

Subject to these Terms, we grant each user of the Services a worldwide, non-exclusive, freely revocable, non-sublicensable and non-transferable license to use Materials solely for the purposes of using the Services for their personal and non-commercial use. Use, reproduction, modification, distribution or storage of any Nomad IP (including the Materials) for any purpose other than using the Services is expressly prohibited without prior written permission from us. The Services may allow you to copy or download certain Nomad IP, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

**12. TRADEMARKS.** The trademarks, logos and service marks appearing on the Services, including, but not limited to, the trademark "Nomad" are the trademarks and service marks of Nomad. Other company, product, and service names and logos used and displayed on the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing on the Services should be construed as granting, by implication or otherwise, any license or right to use any of trademarks and service marks displayed on the Services, without our prior written permission in each instance.

**13. FEEDBACK.** If You choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Services ("**Feedback**"), then You hereby grant Nomad an unrestricted, perpetual, irrevocable, non-exclusive, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services. Thus, by submitting any Feedback, You agree that your disclosure is gratuitous, unsolicited and without restriction, will not place Nomad under any fiduciary or other obligation, and that we are free to use your Feedback without any additional compensation to You, or to disclose your Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Nomad does not waive any rights to use similar or related ideas previously known to Nomad, developed by its employees, or obtained from sources other than You.

**14. USER'S DECLARATIONS.**

You understand that, by using the Services You declare that:

- a) You are legally apt to accept these Terms of Use as per the applicable civil law;
- b) You are aware that You cannot use our Services to disseminate or otherwise produce any content deemed illicit whatsoever or that might violate third parties' rights.
- c) You recognize that You must not insert into the Platform, by any means and tools, materials capable of incorporating viruses or other elements that may prevent the normal functioning of the Platform, of Nomad's computer equipment, of Third Party Service Providers or any other third parties, as well as capable of damaging electronic documents and files stored on such equipment; and
- d) You are aware that You should not share your access credentials with third parties, being solely responsible for any operations carried out through your Account.
- e) By accepting these Terms of Use, You acknowledge that, in any event, they are solely responsible for the use of the Platform, exempting Nomad from any liability for damages resulting from the improper use of the Platform.

**15. SITE DATA AND PRIVACY.** You understand that by using the Services You agree to the collection, use and disclosure of Personal Information and aggregate data we collect from your use of the Services ("Site Data") as set forth in our Privacy Policy and to have Personal Information and Site Data collected, used, transferred to and processed in the United States. You grant us a non-exclusive, worldwide, royalty-free, fully paid, sublicensable and transferable license to use, modify, distribute, copy, and create derivative works from Site Data for the purposes identified in these Terms. Nomad uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your Personal Information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use Personal Information for improper purposes. Your use of the Deposit Account and Cards is subject to the privacy policies of our Banking Providers.

**16. THIRD-PARTY LINKS AND INFORMATION.** The Services may contain links to third-party materials that are not owned or controlled by Nomad. Nomad does not endorse or assume any responsibility for any such third-party services, information, materials, products, or Services. If You access a third-party website, application or service from the Services, You do so at your own risk, and You understand that these Terms and Nomad's Privacy Policy do not apply to your use of such third-party services. You expressly relieve Nomad from any liability arising from your use of any third-party websites, applications, services, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between You and such advertisers. You agree that Nomad shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

**17. TERM AND TERMINATION; MODIFICATION OF SERVICES**

17.1 Termination By You. You may terminate these Terms by paying all amounts You owe and providing notice to us; except that You will still be responsible for any charges, fees, fines, and other losses caused by your action or inaction prior to terminating these Terms. Please refer to our Privacy Policy, as well as these Terms, to understand how we treat information you provide to us after you have stopped using our Services. If you have deleted your account by mistake, contact us immediately at [support@nomadglobal.com](mailto:support@nomadglobal.com) – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

17.2 Termination By Nomad. We may terminate these Terms, or suspend your Account, by providing You notice at our sole discretion.

17.3 Modifications to the Services: We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any content from the Services at any time, for any reason, in our sole discretion and without notice.

**18. GOVERNING LAW AND JURISDICTION.** You agree that these Terms shall be governed by the applicable laws where the Services are provided and the competent jurisdiction is the Country and State of the consumer's domicile.

**19. GENERAL PROVISIONS**

19.1 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Nomad without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

19.2 Notification Procedures and Changes to These Terms. We may provide You notices under these Terms electronically through your Account, and via text or SMS to the phone numbers provided to us by

You. If You sign up to receive certain Nomad notifications or information via text or SMS, You may incur additional charges from your wireless provider for these notices. You agree that You are solely responsible for any such charges. Notices affecting the terms of these Terms will be sent to You and are considered received the moment they are sent. Notices may include alerts about the Services, your Account, and your Deposit Account and may provide You the ability to respond with information about Deposit Account transactions or your Account. You may disable notification preferences to limit the use of certain Service features or to decrease financial risks to the Company. You are required to maintain a regularly updated web browser, and computer and mobile device operating systems to receive notices correctly. You will be responsible for all costs imposed by internet or mobile service providers for sending or receiving notices electronically. Contact us immediately at [support@nomadglobal.com](mailto:support@nomadglobal.com) if You are having trouble receiving notices from us.

19.3 Entire Agreement/Severability. These Terms, together with any amendments and any additional agreements You may enter into with Nomad in connection with the Services, shall constitute the entire agreement between You and Nomad concerning your Account and the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

19.4 No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Nomad's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

19.5 Legal Orders. We may respond to and comply with any subpoenas, warrants, liens, or any other legal order we receive related to your use of the Services. We are not responsible to You for any losses You incur due to our response to such legal order. We may hold funds, provide information as required by the issuer of the legal order, or take any other actions we believe are required of us under legal orders. Where permitted, we will provide You reasonable notice that we have received such an order.

19.6 Survival Clause. Sections 3.2. ACCOUNT MANAGEMENT AND SECURITY, 5. PAYMENT TERMS, 6. OUR PROPRIETARY RIGHTS, 8. SITE DATA AND PRIVACY, 10. TERM AND TERMINATION; MODIFICATION OF SERVICES, Sections 12.9 FORCE MAJEURE 13. BANKING DISCLOSURES.

19.7 Taxes. You will be responsible for paying, filing and reporting all taxes, duties and other governmental assessment associated with your activity in connection with the Services.

19.7.1 We will prepare your tax returns to be submitted to Brazilian tax authorities based on the information you provide us via the Services. We will not audit or otherwise verify the information you submit, although we may ask you for clarification of some of the information. You agree to provide us with all the necessary information required for preparing the returns.

19.7.2 Our work in the preparation of tax returns cannot be relied upon to discover errors, fraud, defalcations, or other irregularities, should any exist. We assume you are properly and timely discharging any and all other tax reporting obligations for which you are responsible. Our tax preparation Services are limited to the preparation of Brazilian tax returns, and does not include consultation on any other taxation issues, including local or sales taxation, unless expressly stated in writing.

19.8 Third-Party Beneficiaries. Except as expressly set forth in the sections above regarding the Apple Application and the arbitration agreement, you and Nomad agree there are no third-party beneficiaries intended under these Terms.

19.9 Force Majeure. If the performance of any part of these Terms by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, epidemic, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

## 20. BANKING DISCLOSURES

20.1 Electronic Fund Transfer Disclosure Statement. The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your Account(s). There may be limitations on Account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your Account.

- (a) **DEFINITIONS:** Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an Account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application. Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that You have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your Account.
- (b) **YOUR LIABILITY:** Authorized Transfers: You are liable for all Electronic Fund Transfers that You authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if You believe your Account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Notify us immediately by contacting our Customer Support via email ([support@nomadglobal.com](mailto:support@nomadglobal.com)) or phone call (+1 (224) 505-2434) to keep your possible losses to a minimum. You could lose all the money in your Account(s). If You tell us within two (2) business days after learning of the loss or theft of your Account access device, or after learning of any other unauthorized transfers from your Account involving your Account access device, You can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if You DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if You had told us in time, You could lose as much as \$500. In addition, if your periodic Account statement shows unauthorized transfers and You DO NOT tell us within sixty (60) days after the statement was delivered to You, You may not get back any money You lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if You had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents You from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section 13.1.2 may be extended for a reasonable period.

## 21. NOMAD ACCOUNT COSTS AND TRANSACTION FREQUENCY

NOMAD STANDARD ACCOUNTS	
Monthly service fee	\$0
Virtual Card Issuance	\$0
Monthly minimum balance fee	\$0

<b>International Wire transfer</b>	
Outgoing Transfer fee	\$10
Minimum Transaction amount	\$1,000

<b>TRANSACTION LIMITS</b>	
Daily	\$3,000
Monthly	\$13,000
Yearly	\$78,000

Nomad reserves the right to cancel or suspend transactions due to fraud or compliance related concerns.

<b>CARD CONTROLS</b>	
POS Daily Withdrawal Limit	\$3,000
Max PIN Attempt	3

<b>REMITTANCE FEES</b>	
Remittance Spread	2%

<b>INVESTMENT FEES</b>	
AUM (Assets Under Management) fee	0.5% annual

#### 21.1 SUPPORT FOR USERS WITH BANK SERVICES PROVIDED THROUGH SYNAPSEFI

Bank services are provided through our banking software provider, SynapseFI. To report a complaint relating to the bank services send an email to [cardholder@nomadglobal.com](mailto:cardholder@nomadglobal.com).