

TERMS OF SERVICE

OrbitA LLC

30 N Gould St Ste R, Sheridan, WY 82801, USA

Effective Date: June 1, 2026

1. ACCEPTANCE OF TERMS

By accessing, using, or registering for OrbitA LLC's services ("Services"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms"). These Terms constitute a legally binding agreement between you and OrbitA LLC ("Company," "we," "us," or "our").

If you do not agree to these Terms, you must not use our Services. Your continued use of the Services constitutes acceptance of any modifications to these Terms.

2. SERVICE DESCRIPTION

OrbitA LLC is a financial technology company providing borderless banking and payment services, including but not limited to:

- Digital wallet and account services
- International money transfers and remittances
- Currency exchange and conversion services
- Payment processing and collection services
- Virtual and physical debit card services
- Business payment solutions and APIs
- Cryptocurrency payment processing

3. ELIGIBILITY AND ACCOUNT REGISTRATION

3.1 Eligibility Requirements

To use our Services, you must:

- Be at least 18 years old (or the age of majority in your jurisdiction)
- Have legal capacity to enter into binding contracts
- Be a resident of a supported jurisdiction
- Provide valid government-issued identification
- Pass our identity verification and compliance checks
- Not be on any sanctions lists or restricted persons lists

3.2 Account Registration and Verification

- You must provide accurate, current, and complete information during registration

- You are responsible for maintaining the accuracy and completeness of your account information
- We may require additional verification documents at any time
- Account approval is subject to our compliance and risk assessment procedures
- We reserve the right to deny or terminate accounts based on compliance requirements

3.3 Account Security

- You are solely responsible for maintaining the confidentiality of your account credentials
- You must immediately notify us of any unauthorized access or suspicious activity
- You are liable for all transactions conducted through your account
- We may require additional security measures, including two-factor authentication

4. FINANCIAL SERVICES AND TRANSACTIONS

4.1 Money Transfers and Payments

- All transactions are subject to verification and compliance checks
- Transaction limits may apply based on account type, verification level, and regulatory requirements
- Exchange rates are provided in real-time and may fluctuate
- Fees and charges are clearly disclosed before transaction completion
- We reserve the right to hold, delay, or reject transactions for compliance or security reasons

4.2 Currency Exchange

- Exchange rates are determined by market conditions and may include our margin
- Conversion fees are clearly displayed before transaction completion
- Rate locks may be available for certain transaction types
- We are not responsible for losses due to currency fluctuations

4.3 Payment Processing

- Payment collection services are subject to our risk assessment
- We may require additional verification for certain payment types
- Processing times may vary based on payment method and destination
- Failed or rejected payments may incur fees

5. USER RESPONSIBILITIES AND CONDUCT

5.1 Lawful Use

You agree to use our Services only for lawful purposes and in compliance with:

- All applicable local, national, and international laws and regulations
- Anti-money laundering (AML) and counter-terrorism financing (CTF) laws
- Sanctions and export control regulations
- Tax reporting and compliance requirements

5.2 Prohibited Activities

You must not use our Services to:

- Conduct illegal activities or transactions
- Violate any laws, regulations, or sanctions
- Provide false, misleading, or incomplete information
- Attempt to circumvent our security measures or compliance procedures
- Engage in money laundering, terrorist financing, or fraud
- Process payments for prohibited goods or services
- Violate intellectual property rights
- Interfere with our systems or other users

5.3 Compliance Obligations

You agree to:

- Provide accurate and complete information for all transactions
- Cooperate with our compliance and verification procedures
- Report suspicious or unauthorized transactions
- Maintain records as required by applicable laws
- Comply with tax reporting obligations

6. FEES, CHARGES, AND PRICING

6.1 Fee Structure

- Transaction fees are clearly disclosed before completion
- Currency conversion fees may apply
- Premium services may incur additional charges
- Fees are subject to change with notice

6.2 Fee Calculation

- Fees are calculated based on transaction amount, currency, and destination
- Exchange rate margins may be included in conversion rates
- Additional fees may apply for expedited processing
- Refund fees may apply for returned transactions

7. PRIVACY AND DATA PROTECTION

Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

7.1 Data Collection and Use

- We collect personal and financial information as required by law and for service provision
- Information may be shared with regulatory authorities, law enforcement, and service providers
- We implement appropriate security measures to protect your data

- You consent to our data processing activities as described in our Privacy Policy

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Our Rights

- All content, trademarks, and intellectual property on our platform are owned by OrbitA LLC
- You are granted a limited, non-exclusive license to use our Services
- You may not copy, modify, or distribute our intellectual property without permission

8.2 Your Content

- You retain ownership of content you submit
- You grant us a license to use your content for service provision
- You represent that you have rights to any content you submit

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

9.1 Service Availability

- Services are provided "as is" and "as available"
- We do not guarantee uninterrupted or error-free service
- We may suspend or terminate services for maintenance, security, or compliance reasons
- We are not liable for service interruptions or technical issues

9.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORBITA LLC SHALL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES
- DAMAGES ARISING FROM THIRD-PARTY ACTIONS
- DAMAGES EXCEEDING THE AMOUNT OF FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM

9.3 Force Majeure

We are not liable for delays or failures due to circumstances beyond our control, including:

- Natural disasters
- Government actions
- Network or system failures
- Third-party service disruptions

10. INDEMNIFICATION

You agree to indemnify and hold harmless OrbitA LLC, its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of our Services
- Your violation of these Terms
- Your violation of applicable laws or regulations
- Your provision of false or misleading information

11. ACCOUNT TERMINATION AND SUSPENSION

11.1 Termination by You

- You may close your account at any time
- Outstanding transactions must be completed before closure
- We may retain information as required by law

11.2 Termination by Us

We may terminate or suspend your account if you:

- Violate these Terms or applicable laws
- Engage in fraudulent or suspicious activities
- Provide false or misleading information
- Fail to comply with our compliance requirements
- Pose a risk to our business or other users

11.3 Effect of Termination

- Access to Services will be immediately suspended
- Outstanding transactions may be held for compliance review
- We may retain information as required by law or regulation

12. DISPUTE RESOLUTION

12.1 Informal Resolution

- We encourage informal resolution of disputes
- Contact our customer support before pursuing formal action
- We will respond to complaints within reasonable timeframes

12.2 Arbitration

- Disputes will be resolved through binding arbitration
- Arbitration will be conducted by a neutral arbitrator
- Class action waivers apply
- Small claims court actions are permitted

13. CHANGES TO TERMS

13.1 Modification Rights

- We may modify these Terms at any time
- Material changes will be communicated with advance notice

- Continued use constitutes acceptance of modified terms
- You may terminate your account if you disagree with changes

13.2 Notice of Changes

- Changes will be posted on our website
- Email notifications will be sent for material changes
- Changes become effective on the specified date

14. GOVERNING LAW AND JURISDICTION

14.1 Applicable Law

These Terms are governed by the laws of the State of Wyoming, USA, without regard to conflict of law principles.

14.2 Jurisdiction

- Disputes will be resolved in courts of the State of Wyoming, USA
- You consent to personal jurisdiction in the State of Wyoming, USA
- Service of process may be made by email or other electronic means

15. REGULATORY COMPLIANCE

15.1 Financial Regulations

- We operate under applicable financial services regulations
- We are subject to regulatory oversight and reporting requirements
- We may be required to report suspicious activities to authorities
- We comply with AML, CTF, and sanctions requirements

15.2 Regulatory Cooperation

- You agree to cooperate with regulatory inquiries
- We may share information with regulatory authorities
- You consent to regulatory oversight of your transactions

16. SEVERABILITY AND WAIVER

16.1 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

16.2 Waiver

Our failure to enforce any provision does not constitute a waiver of that provision or any other provision.

17. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and other referenced documents, constitute the entire agreement between you and OrbitA LLC regarding the Services.

18. CONTACT INFORMATION

For questions about these Terms, please contact OrbitA LLC:

OrbitA LLC

30 N Gould St Ste R, Sheridan, WY 82801, USA

Jurisdiction: the State of Wyoming, USA