

TERMS OF SERVICE

riverArk, Inc.

Last Updated: **March 24, 2026**

Contact: **contact@riverark.io**

Website: **riverark.io**

1. INTRODUCTION AND ACCEPTANCE

Introduction and Acceptance

These Terms of Service ("Terms") constitute a legally binding agreement between riverArk, Inc. ("riverArk," "we," "us," or "our"), a Delaware corporation, and the business entity or individual ("Customer," "Merchant," or "you") accessing or using the riverArk platform, website (riverArk.io), APIs, software, merchant dashboard, and any associated services (collectively, the "Platform").

By creating an account, clicking "I Agree," or otherwise accessing or using the Platform, you represent that you have read, understood, and agree to be bound by these Terms. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity.

If you do not agree to these Terms, do not access or use the Platform.

2. ELIGIBILITY

Eligibility

To use the Platform, you must:

- Be a legally operating business entity or sole proprietor with authority to enter into binding contracts;
- Be located in a jurisdiction in which riverArk's services are lawfully available;
- Not be subject to any sanctions, export controls, or other restrictions that would prohibit your use of the Platform;
- Comply with all applicable laws and regulations governing your business, including those related to the acceptance of payments; and
- Have a valid, active account with Strike (or such other third-party payment partner as riverArk may support from time to time), linked to your riverArk account.

riverArk reserves the right to refuse service, terminate accounts, or restrict access to the Platform at any time and for any reason, including if we believe a Customer does not meet these eligibility requirements.

3. ACCOUNT REGISTRATION AND SECURITY

Account Registration and Security

3.1 Account Creation

To access the Platform, you must create a merchant or operator account ("Account"). You agree to provide accurate, current, and complete information during registration and to keep your account information up to date.

3.2 Third-Party Account Linkage

Certain features of the Platform — including the acceptance of cryptocurrency payments — require you to link a valid third-party account (currently Strike, and potentially other supported platforms in the future) to your riverArk Account. You are solely responsible for maintaining the accuracy and validity of any linked third-party accounts. riverArk is not responsible for any interruptions to service arising from issues with your linked third-party accounts.

3.3 Account Security

You are responsible for maintaining the confidentiality of your Account credentials. You agree to notify riverArk immediately at support@riverArk.io if you become aware of any unauthorized access to your Account. riverArk will not be liable for any loss or damage resulting from unauthorized use of your Account.

4. CRYPTOCURRENCY PAYMENT PROCESSING

Cryptocurrency Payment Processing

4.1 Nature of riverArk's Role

riverArk provides software infrastructure that facilitates cryptocurrency payment transactions between consumers and Merchants. riverArk is not a bank, money services business, money transmitter, payment processor, or financial institution. riverArk does not take custody of, hold, or control your cryptocurrency or fiat funds at any time. All custody, settlement, and conversion functions are performed by your linked third-party account provider (currently, Strike).

4.2 Bitcoin Lightning Payments

riverArk currently facilitates point-of-sale cryptocurrency payments via the Bitcoin Lightning Network. Near-instant settlement is enabled through your linked Strike account. By using the Platform, you acknowledge and agree that:

- Transaction finality, confirmation, and settlement are governed by the Bitcoin Lightning Network and Strike's platform, not by riverArk;
- riverArk does not guarantee transaction speeds, uptime, or settlement times, as these depend on third-party infrastructure;
- riverArk is not responsible for any losses arising from failed, reversed, or delayed Lightning Network transactions.

4.3 Additional Cryptocurrency Support

riverArk may, from time to time, add support for additional cryptocurrencies beyond Bitcoin Lightning. When additional cryptocurrency payment options become available, Customers will have the option to opt in to accepting those additional currencies. riverArk makes no representation as to when, or whether, any specific cryptocurrency will be added to the Platform.

4.4 Automatic Cryptocurrency-to-Fiat Conversion

Customers may elect to automatically convert incoming cryptocurrency payments to fiat currency upon receipt ("Auto-Conversion"). Auto-Conversion is a feature provided by your linked third-party account provider (currently, Strike) and is subject to Strike's terms and conditions and fee schedule. riverArk does not perform or control

currency conversion. riverArk makes no representation regarding the exchange rates or fees Strike applies. Customers acknowledge that conversion fees charged by Strike may currently range from approximately 0.5% to 1.5% per transaction, but that such fees are subject to change by Strike at any time without notice from riverArk. Customers are responsible for reviewing Strike's current fee schedule directly.

4.5 Cryptocurrency Deposits

riverArk will facilitate the automatic deposit of cryptocurrency payments into your linked Strike account (or such other supported third-party custodial account as may be configured). riverArk is not responsible for delays or failures in such deposits arising from issues with third-party platforms, network congestion, or circumstances outside riverArk's reasonable control.

5. FEES AND BILLING

Fees and Billing

5.1 riverArk Transaction Fees

riverArk charges a per-transaction fee on cryptocurrency payments processed through the Platform ("Transaction Fee"). Transaction Fees currently range from 0.5% to 1.5% of the transaction value and are subject to adjustment based on transaction volume, account tier, or individual customer agreements. riverArk reserves the right to negotiate reduced Transaction Fee rates with Customers meeting volume or other thresholds, at riverArk's sole discretion.

5.2 Monthly Platform Fee

riverArk charges a recurring monthly flat fee per merchant location or vending machine operator account ("Monthly Platform Fee"). Monthly Platform Fee tiers currently range from \$9.95 to \$499.95 per month depending on the number of locations or machines configured in your Account. riverArk reserves the right to waive the Monthly Platform Fee, in whole or in part, at its sole discretion.

5.3 Billing for Payment-Only Customers

Customers using the Platform solely for cryptocurrency payment acceptance (and not the Offers feature) will be invoiced or automatically billed on a monthly basis for:

- The Monthly Platform Fee (if applicable); and
- Applicable Transaction Fees based on cryptocurrency payment volume processed during the prior billing period.

riverArk may elect to bill Transaction Fees monthly in arrears and reserves the right to update its billing cadence with reasonable notice to Customers.

5.4 Fee Changes

riverArk reserves the right to modify its fee structure at any time by providing at least thirty (30) days' written notice to the email address associated with your Account. Continued use of the Platform following the effective date of any fee change constitutes your acceptance of the revised fees.

5.5 Taxes

You are solely responsible for determining and remitting any and all taxes, duties, and assessments applicable to your use of the Platform, your cryptocurrency transactions, and your business operations. riverArk does not

provide tax advice. Nothing in these Terms should be construed as tax guidance.

6. OFFERS AND REFERRALS

Offers and Referrals

6.1 Overview

The Platform includes functionality enabling Merchants to create pre-paid discount offers, loyalty programs, and referral incentive campaigns ("Offers") that riverArk may make available to consumers through the riverArk consumer application ("river App") and other distribution channels.

6.2 Merchant Responsibility for Offer Fulfillment

You are solely responsible for honoring all Offers you create and make available through the Platform. riverArk is not responsible for any Merchant's failure to fulfill an Offer. riverArk reserves the right to suspend or remove Offers at its discretion if we have reason to believe a Merchant is unable or unwilling to fulfill them.

6.3 Offer Fees

riverArk charges a fee on Offer sales facilitated through the Platform ("Offer Fee"). Offer Fees currently range from 10% to 20% of the per-Offer sale price. riverArk reserves the right to modify Offer Fee rates with reasonable notice.

6.4 Offer Content Standards

You agree that all Offers you create will be accurate, lawful, and not misleading. You agree not to create Offers for goods or services that are illegal, regulated without the proper licenses, or otherwise prohibited by applicable law. riverArk reserves the right to reject, remove, or modify any Offer at its sole discretion.

6.5 Consumer Marketing

riverArk will market available Offers to consumers through the river App and other channels at our discretion. riverArk makes no guarantees regarding the volume of consumer exposure, conversions, or redemptions any particular Offer will receive.

7. ACCOUNT RECONCILIATION AND PAYOUTS

Account Reconciliation and Payouts

7.1 Reconciliation for Offer + Payment Customers

Customers who both accept cryptocurrency payments and sell Offers through the Platform ("Combined Customers") will have their accounts reconciled on a weekly basis. Offer revenue owed to the Merchant (net of applicable Offer Fees) and Transaction Fees owed to riverArk will be netted against each other to determine the weekly balance.

7.2 Payouts to Merchants

If a weekly reconciliation results in a net balance owed to the Merchant, riverArk will automatically disburse such payment to the Merchant's designated payout method, provided the balance due equals or exceeds \$100.00 USD. Balances below \$100.00 will roll forward to the following week's reconciliation.

7.3 Amounts Owed to riverArk

If a weekly reconciliation results in a net balance owed to riverArk (i.e., Transaction Fees exceed Offer revenue for the period), riverArk will invoice the Merchant for the outstanding balance. Such invoices will be issued the following calendar month and are due within thirty (30) days of the invoice date.

7.4 Disputed Amounts

If you believe a reconciliation or invoice contains an error, you must notify riverArk in writing within thirty (30) days of the applicable reconciliation date or invoice date. Failure to dispute within this period constitutes acceptance of the reconciliation or invoice as accurate.

8. THIRD-PARTY SERVICES

Third-Party Services

8.1 Third-Party Dependency

The Platform integrates with third-party services, including but not limited to Strike, the Bitcoin Lightning Network, and the Cardano blockchain. riverArk does not control these third-party services and is not responsible for their availability, accuracy, security, or performance. Your use of third-party services is subject to the applicable third-party terms and conditions.

8.2 Strike

Your use of Strike in connection with the Platform is governed by Strike's own Terms of Service, Privacy Policy, and any other agreements between you and Strike. riverArk is not a party to your agreement with Strike and is not responsible for Strike's compliance, fee, or service decisions. KYC (Know Your Customer), AML (Anti-Money Laundering), and custodial obligations are the responsibility of Strike, not riverArk. You are responsible for completing any required verification, onboarding, or opt-in steps within Strike's platform.

8.3 No Endorsement

Reference to third-party services on the Platform does not constitute an endorsement by riverArk of those services or their providers.

9. ACCEPTABLE USE

Acceptable Use

You agree not to use the Platform to:

- Process payments for illegal goods or services, including without limitation controlled substances (except where lawfully permitted), weapons, or human trafficking;
- Engage in fraud, deception, money laundering, or other financial crimes;
- Circumvent or attempt to circumvent any compliance, AML, or KYC obligations applicable to your business;
- Reverse engineer, decompile, or otherwise attempt to extract the source code of the Platform;
- Introduce malware, viruses, or harmful code into the Platform;
- Violate any applicable law or regulation; or
- Use the Platform in any manner that could damage, disable, or impair the Platform or its underlying infrastructure.

riverArk reserves the right to immediately suspend or terminate any Account we determine, in our sole discretion, to be in violation of this section.

10. INTELLECTUAL PROPERTY

Intellectual Property

All content, software, trademarks, service marks, logos, and other intellectual property associated with the Platform are owned by or licensed to riverArk. These Terms do not grant you any rights in or to riverArk's intellectual property except the limited right to access and use the Platform in accordance with these Terms. You grant riverArk a non-exclusive, royalty-free, worldwide license to use, display, and distribute any content or Offers you submit through the Platform solely for the purposes of operating and marketing the Platform.

11. CONFIDENTIALITY

Confidentiality

Each party agrees to keep confidential any non-public information disclosed by the other party in connection with these Terms that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. This obligation does not apply to information that is publicly available, independently developed, or required to be disclosed by law or court order.

12. DATA PRIVACY

Data Privacy

riverArk's collection and use of personal and business information is governed by its Privacy Policy, which is incorporated into these Terms by reference. By using the Platform, you consent to riverArk's data practices as described in the Privacy Policy.

13. DISCLAIMER OF WARRANTIES

Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. riverArk DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS. NO ADVICE OR INFORMATION OBTAINED FROM riverArk SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. LIMITATION OF LIABILITY

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, riverArk AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, CRYPTOCURRENCY, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE PLATFORM, EVEN IF riverArk HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

riverArk'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY YOU TO riverArk IN THE THREE (3) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00 USD).

15. INDEMNIFICATION

Indemnification

You agree to indemnify, defend, and hold harmless riverArk and its officers, directors, employees, agents, and successors from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Platform; (b) your breach of these Terms; (c) your Offers or business operations; (d) your violation of applicable law; or (e) any dispute between you and a consumer, Strike, or any other third party.

16. TERM AND TERMINATION

Term and Termination

16.1 Term

These Terms are effective upon your account creation and continue until terminated.

16.2 Termination by You

You may terminate your Account at any time by providing written notice to riverArk. Termination does not relieve you of any outstanding payment obligations.

16.3 Termination by riverArk

riverArk may suspend or terminate your Account and access to the Platform at any time, with or without cause, with or without notice. riverArk will endeavor to provide reasonable advance notice of termination where possible, except in cases involving fraud, illegal activity, or other urgent circumstances.

16.4 Effect of Termination

Upon termination: (a) all outstanding fees owed to riverArk become immediately due; (b) any outstanding Offer obligations you have to consumers remain your responsibility; and (c) riverArk will make reasonable efforts to facilitate final reconciliation and payout of any amounts owed to you, net of outstanding fees and any applicable holdbacks.

17. GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute arising out of or related to these Terms shall be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

YOU AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

18. MODIFICATIONS

Modifications

riverArk reserves the right to modify these Terms at any time. We will notify you of material changes by sending an email to the address associated with your Account or by posting a notice on the Platform. Your continued use of the Platform after the effective date of any modification constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Platform and terminate your Account.

19. GENERAL PROVISIONS

General Provisions

- **Entire Agreement.** These Terms, together with riverArk's Privacy Policy and any applicable order forms or account agreements, constitute the entire agreement between you and riverArk with respect to the Platform and supersede all prior agreements.
 - **Severability.** If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.
 - **Waiver.** riverArk's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.
 - **Assignment.** You may not assign your rights or obligations under these Terms without riverArk's prior written consent. riverArk may assign its rights and obligations freely, including in connection with a merger, acquisition, or sale of assets.
 - **Force Majeure.** riverArk shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including blockchain network outages, third-party platform failures, acts of God, or government action.
 - **No Partnership.** Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and riverArk.
 - **Notices.** Notices to riverArk should be sent to legal@riverark.io. Notices to you will be sent to the email address associated with your Account.
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20. CONTACT

Contact

riverArk, Inc.

- General inquiries: contact@riverark.io
- Legal matters: legal@riverark.io
- Website: riverark.io
- riverArk, Inc. - a Delaware corporation

