**AMERICANFORTRESS**

**TERMS OF USE**

Last Updated: October 21, 2026

These Terms of Use are an agreement between you and MatterFi, Inc., a Wyoming corporation doing business as AmericanFortress ("AmericanFortress", "we", "us" or "our").

### 1. Acceptance of Terms

By registering for or using our services (the "Service"), including our wallet software (the "AF Wallet") and FortressName™ name-reservation feature ("Name Service"), you agree to be bound by these Terms of Use (the "Terms") and the Privacy Policy available at https://americanfortress.io/privacy-policy, which is incorporated into these Terms by reference. If you do not agree, do not use the Service.

### 2. Eligibility

You represent and warrant that you are at least 18 years old and of legal age in your jurisdiction and have full capacity to enter into and comply with these Terms. You further represent that any assets used by you are lawfully yours.

### 3. Pre Production Release

The Service is currently in a pre production release and is not yet in full production. Features may be incomplete, may change, or may be unavailable, and features described in these Terms as becoming available at the production release are not yet live. Do not rely on the Service for assets you cannot afford to lose. We will announce the official production release date by email to the address associated with your account.

### 4. Service Description & Usage

a. **The Service.** The Service enables you to (i) use wallet software (including proprietary and open-source components) to store, send, and receive digital assets, (ii) reserve a unique FortressName™ name ("Name") for a specified term (1 year, 3 years, or lifetime), and (iii) send assets to "Outgoing Contacts". Each paid Name may add up to 500 Outgoing Contacts in total over the life of the Name. Once an outgoing contact is added, there is no limit to the number of transactions to that contact. Exceeding 500 Outgoing Contacts requires an enterprise upgrade. Incoming contacts are unlimited.

b. **Private Keys.** Names are linked to the private key (seed phrase) used during setup or restoration for the duration of the reserved term plus a 3-month grace period. Assets sent to the Name are always delivered to the corresponding private key across supported chains. If you fail to renew your Name by the end of the term plus 3-month grace, the Name becomes available for others, but assets already received remain with the private key. **Losing your private key means losing both the assets and Name access.** If you retain access to the private key and the Name has not expired, you may transfer the Name to a new private key.

c. **Free Names.** The AF Wallet may give you a free Name that is randomly generated in the wallet and carries the .free suffix ("Free Name"). Free Names have lower Outgoing Contact limits than paid Names, as shown in the AF Wallet, and do not include the complimentary verification described in Section 4(g). Exceeding those limits requires upgrading to a paid Name.

d. **Additional Conditions on Name Registration.** Names purchased during any presale period prior to full production release shall have their expiration calculated beginning on the official production release date, which will be communicated to users via the email address associated with their account. We reserve the right, at our sole discretion and at any time, to

require Know Your Customer ("KYC") verification either before or after a Name has been registered. Before a Name is bound to a private key, we may cancel its registration and refund the price paid, at our sole discretion and for any reason. In certain cases, including where a high-profile Name has been purchased that may pose security, impersonation, or phishing risks, we reserve the right to cancel such registration and issue a refund in order to protect the integrity of the Service and enforce our anti-phishing policy. Our anti-phishing measures include automated and artificial intelligence systems and filters designed to detect and prevent fraudulent registrations, including attempts to register reserved, impersonating, or high-profile Names that could mislead other users. For the avoidance of doubt, capitalization is maintained by the system for cosmetic display purposes, but Name resolution is treated in a case-insensitive manner (e.g., "Bob" and "bob" are functionally identical, if a user registered "Bob", it is not possible to also register "bob".). Any collection, use, storage, or processing of personal information in connection with KYC or anti-fraud measures shall be conducted in accordance with our Privacy Policy, which is incorporated herein by reference.

e. **Renewal.** Names do not renew automatically. The AF Wallet will prompt you to renew before your term ends. If you do not renew by the end of the term, the Name enters the 3 month grace period described in Section 4(b), after which it becomes available for others to register.

f. **FortressChat.** Encrypted chat between Name holders ("FortressChat") will become available at the production release. FortressChat is not moderated in any way: we cannot read FortressChat messages and we do not monitor, filter or review them. You are solely responsible for what you send and share through FortressChat and for deciding whom to trust.

g. **FortressID and Sumsub.** We may release identity verification features, including FortressID credentials obtained through our verification partner Sumsub, at our sole discretion and on our own timing. Once released, each paid Name includes one basic verification at no extra cost. Verification is entirely optional. Before obtaining credentials, you must accept the terms and privacy policy of Sumsub, which govern the verification itself. We do not receive, hold or have access to your identity data, and we do not know the identity behind any Name. You have full control over your credentials and alone decide whether to share them, which data to share and with whom. We do not verify, endorse or accept liability for credentials shared between users or for how a recipient uses them.

h. **Name Auctions.** We may offer certain Names through auctions. Auctions are governed by separate Auction Terms and by any rules specific to each auction. You may take part in an auction only after accepting those terms.

### 5. Account Security & Non-Custody

We do not have custody of your assets or private keys. You alone control your keys and are solely responsible for securely storing them. **Loss of keys means loss of access and assets.** The AF Wallet is fully non custodial. We have no technical ability to access, move, freeze, recover or reverse your assets or transactions, and we are not responsible for your funds in any way. The AF Wallet is backward compatible, so you can also send assets to legacy blockchain addresses that are not linked to a Name. You are solely responsible for checking every address and network before you send, and blockchain transactions cannot be reversed.

### 6. Restricted Jurisdictions, Sanctions & Prohibited Use

You may not use the Service if you are located in, or are a resident or national of, any country or region that is subject to comprehensive sanctions or that we designate as restricted, or if you are listed on, or owned or controlled by anyone listed on, any sanctions list maintained by the United States, the United Nations, the European Union or the United Kingdom. We enforce these restrictions through IP blocking and geoblocking, and you must not use a VPN, proxy or any other

means to get around them. You must not use the Service for money laundering, terrorist financing, sanctions evasion, fraud, phishing, impersonation or any other unlawful activity.

**7. AF Token**

The Service is separate from the AF token. These Terms do not govern AF token, and nothing in them is an offer, sale or promise of AF or any other digital asset. Names are a service subscription, not an investment, and carry no right to profits. AF is issued by AmericanFortress Ltd, a BVI business company, under its own documentation, including its MiCA white paper, which alone governs AF. AmericanFortress Ltd does not operate the Service.

**8. Risk Acknowledgment & Disclaimers**

You agree that use of our Service is at your own risk. We expressly disclaim all warranties, whether express or implied, including regarding reliability, uptime, or functionality. We are not liable for loss of assets due to software flaws, network issues, hacking, or user error.

**9. Modifications**

We may modify, suspend, or discontinue the Service (or any feature) at any time, with or without notice. We will post updated Terms with a new “Last Updated” date and, for material changes, give you reasonable advance notice in the AF Wallet or by email. Continued use after the updated Terms take effect constitutes your acceptance of the updated Terms.

**10. Fees, Refunds & Chargebacks**

Name reservations are paid for in advance at the selected duration. Except as set out in Section 4(d) or as required by law, fees are non refundable. If you initiate a chargeback, the Name immediately enters the grace period described in Section 4(b), and we may permanently bar you from registering new Names.

**11. Indemnification**

You agree to defend, indemnify, and hold harmless MatterFi, Inc., its affiliates, subsidiaries, officers, directors, employees, contractors, licensors, suppliers, and agents (collectively, the “Indemnified Parties”) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees and costs) arising out of or in any way connected with:

a. Your use of, or inability to use, the Service;

b. Your violation of these Terms, Privacy Policy or applicable law;

c. Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right;

d. Any dispute between you and another user of the Service or any third party;

e. Any act or omission by you in connection with your use of the Service, including but not limited to any fraudulent, negligent, or reckless conduct;

f. Your breach of representations or warranties under these Terms.

You agree that the Indemnified Parties shall have the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you shall cooperate fully in asserting any available defenses.

**12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

a. **Exclusion of Damages.** In no event shall MatterFi, Inc., its affiliates, subsidiaries, licensors, suppliers, or service providers be liable to you or any third party for any indirect, incidental, consequential, exemplary, punitive, or special damages of any kind, including but not limited to damages for lost profits, lost revenue, loss of goodwill, lost data, or other intangible losses, even if advised of the possibility of such damages.

b. **Cap on Liability.** In no event shall MatterFi, Inc.'s total cumulative liability to you for any claim arising out of or relating to these Terms, the Service, or your use of (or inability to use) the Service exceed the greater of (i) the total amount you paid to us for Name reservations during the 12 months immediately preceding the event giving rise to liability, or (ii) USD $100.

c. **Acknowledgment of Risk.** You acknowledge that you use the Service at your sole risk and that digital assets, cryptocurrencies, blockchain networks, and decentralized technologies are experimental, may fail, and involve substantial risk of loss. You expressly understand and agree that your sole remedy for dissatisfaction with the Service is to stop using it.

Some jurisdictions do not allow the exclusion of certain damages or limitation of liability; in such jurisdictions, liability shall be limited to the maximum extent permitted by law.

### 13. Governing Law

These Terms, and any dispute arising out of or relating to them or the Service, are governed by the laws of the State of Wyoming, United States, without regard to its conflict of laws rules. This choice of law does not deprive consumers of the protection of mandatory laws of the country where they live.

### 14. Dispute Resolution & Arbitration

Subject to Sections 14(f) and 14(g), any dispute, claim, or controversy arising out of or relating to these Terms, the Service, the Privacy Policy or the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules.

a. The seat of arbitration shall be Cheyenne, Wyoming.

b. The language of arbitration shall be English.

c. The arbitration shall be conducted by a single arbitrator who shall be independent, neutral, and have demonstrable experience arbitrating disputes involving digital assets, cryptocurrency, blockchain technology, or financial technology services.

d. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Terms and the Privacy Policy, including any claim that all or part of these Terms are void or voidable.

e. **Class Action Waiver.** You and we may bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding. The arbitrator may not consolidate the claims of more than one person.

f. **Opt Out.** You may opt out of this arbitration agreement by notifying us through our contact page within 30 days after you first accept these Terms.

g. **Small Claims and Consumers.** Either party may bring an individual claim in a small claims court. If you are a consumer residing in the European Union, the European Economic Area, the United Kingdom or Switzerland, this Section 14 does not apply to you, and you may bring proceedings in the courts of your country of residence.

### 15. Termination

We may suspend or terminate your access to the Service at our discretion. You may terminate by ceasing to use the Service; termination does not relieve obligations incurred prior to termination.

### 16. Intellectual Property

All rights, title, and interest in the Service, including proprietary and open-source components, remain with us or the respective licensors.

### 17. General

a. **Entire Agreement.** These Terms, the Privacy Policy and any Auction Terms you accept form the entire agreement between you and us about the Service.

b. **Severability.** If any provision of these Terms is held invalid or unenforceable, the remaining provisions stay in full effect.

c. **Assignment.** You may not assign or transfer these Terms without our prior written consent. We may assign them to an affiliate or to a successor of our business.

d. **Force Majeure.** We are not liable for any delay or failure caused by events beyond our reasonable control, including blockchain or network failures, cyberattacks, outages and acts of government.

e. **No Waiver.** Our failure to enforce any provision is not a waiver of it.

f. **Notices and Contact.** We may send you notices by email to the address associated with your account or in the AF Wallet. You can contact us at https://americanfortress.io/contact.