Platform Terms and Conditions

Technology platform and access to financial services provided by regulated partners - United States

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1. Parties and acceptance

These Platform Terms and Conditions (the "Terms") form an agreement between TCX TECH GROUP, S.L., NIF ESB26910901, with registered address at PS/DE LA CASTELLANA 194, 28046 MADRID, Spain ("TCX," "TuCambio," "we," "us" or "our"), and the person or business that accesses or uses the TuCambio platform (the "User" or "you").

By creating an account, checking an acceptance box, entering a verification code, electronically signing, confirming a platform instruction or continuing to use the Platform after notice of an update, you agree to these Terms. If you act for a company or other organization, you represent that you have authority to bind it.

These Terms govern TCX platform services only. A financial product supplied by a Regulated Partner is governed by a separate agreement between the User and that provider.

2. Definitions

- "Affiliate" means an entity controlling, controlled by or under common control with TCX, including companies that provide technology, support, compliance or administrative assistance.
- "Business User" means a legal entity or an individual using the Platform principally for commercial or professional purposes.
- "Consumer User" means an individual using the Platform principally for personal, family or household purposes.
- "Platform" means the TuCambio website, applications, interfaces, customer account, APIs, support channels and related technology operated or made available by TCX.
- "Regulated Partner" means a bank, money transmitter, money services business, payment institution, custodian, card issuer, digital-asset service provider or other independent third party that supplies a financial product under its own terms.
- "Partner Terms" means the terms, privacy notice, fee disclosure, risk disclosures, licenses, state notices, electronic-record consent and other documents applicable to a partner-provided product.
- "Transaction" means an instruction involving payment, transfer, remittance, collection, payout, conversion, wallet, card, digital asset or other product executed by a Regulated Partner.

3. Eligibility and account registration

Individual Users must be at least eighteen years old, have legal capacity and use the Platform only for lawful purposes. Business Users must be validly organized and act through authorized representatives. Users may be required to provide identity, tax, business, ownership, source-of-funds, purpose-of-use and other information.

You must provide complete, accurate, current and verifiable information and update it promptly. TCX and Regulated Partners may reject, suspend or terminate an application or account if eligibility, identity, risk or legal requirements are not satisfied.

4. Platform services provided by TCX

TCX provides the customer-facing technology and may provide:

- registration and account-access functions;
- presentation of available products and preliminary quotations;
- collection and secure transmission of onboarding information and instructions;
- transaction dashboards, status information and reconciliations based on partner data;
- customer support and complaint intake;
- technical, administrative and commercial coordination with Affiliates and Regulated Partners;
- other non-regulated platform functions identified at the time of use.

TCX may rely on Affiliates and subcontractors to perform these functions. TCX remains responsible for its own obligations under these Terms to the extent required by law.

5. Financial services provided by Regulated Partners

TCX does not directly provide banking, deposit-taking, money transmission, remittance, fiat custody, digital-asset custody, digital-asset exchange, card issuance or other regulated financial services in the United States. Such products are provided by Regulated Partners and may include:

- domestic and international transfers, remittances, collections and payouts;
- virtual account details or local receiving instructions;
- custody, safeguarding or maintenance of fiat funds;
- wallets and custody or transfer of digital assets and stablecoins;
- purchase, sale, conversion, redemption or settlement of fiat and digital assets;
- physical or digital cards and payment processing;
- rewards, cashback, benefits, points or promotions administered by a partner;
- other financial products expressly identified as partner services.

The relevant Regulated Partner independently determines eligibility, onboarding requirements, product availability, supported states, transaction limits, execution, custody, suspension, refunds, error resolution and account closure for its service.

6. Identification and separate acceptance of the Regulated Partner

These general Terms do not permanently list every Regulated Partner because providers, products, jurisdictions, networks and licensing structures may change. Before you activate or first use a partner-provided product, the Platform will present or make directly accessible:

1. the legal name and role of the applicable provider;
2. the product description and whether the provider acts as money transmitter, custodian, card issuer or in another regulated capacity;
3. the Partner Terms and privacy notice;
4. fees, exchange-rate methodology, limits and material conditions;
5. state-specific license information, notices and complaint channels, when applicable;
6. digital-asset, custody, insurance and other risk disclosures;
7. the electronic-record and electronic-signature consent, when required.

You must give separate affirmative and verifiable acceptance before the partner-provided product is activated. TCX may retain evidence of the version accepted, date, time, technical identifiers and acceptance method.

Separate contracts: These Terms govern the TuCambio technology platform. Partner Terms govern the money transmission, account, wallet, custody, conversion, card or other regulated service.

7. Order of precedence

For matters concerning TCX account access, software, support or platform conduct, these Terms apply. For the regulated financial product, the Partner Terms control. If the documents conflict, the Partner Terms prevail solely for the partner-provided product, while mandatory law prevails over both.

8. U.S. territorial availability

The Platform is intended for eligible Users in all fifty U.S. states and the District of Columbia. Product availability may nevertheless vary by state, customer type, currency, asset, partner license, risk criteria, network access or legal change. A displayed product is not guaranteed until the applicable Regulated Partner approves activation.

9. Verification, compliance and ongoing review

TCX and Regulated Partners may collect, verify and review information to prevent fraud, money laundering, terrorist financing, sanctions violations, identity theft and other misuse. This may include identity documents, facial images, liveness checks, taxpayer identifiers, business records, beneficial ownership, source and destination of funds, transaction purpose and information from lawful databases.

You authorize TCX to transmit relevant information and instructions to Affiliates, Regulated Partners, financial institutions, payment networks, identity providers, fraud-prevention vendors and authorities as described in the Privacy Policy and product-specific privacy notices.

10. User instructions and transaction authorization

A Transaction instruction submitted through authenticated credentials, confirmation code, biometric authentication or another approved method may be treated as authorized. You must review the recipient, wallet address, account details, amount, currency, fees, exchange rate and purpose before confirmation.

TCX may transmit instructions to the applicable Regulated Partner but does not guarantee acceptance or execution. A Transaction becomes final according to the Partner Terms, banking rules, payment-network rules or blockchain conditions.

11. Fees, rates and quotations

Platform charges, partner fees, network costs, card charges, exchange rates and any other applicable amounts will be disclosed before confirmation or in the relevant Partner Terms. A preliminary quotation may expire or change before confirmation. Taxes, bank charges and recipient-side deductions may also apply.

12. User funds and assets

TCX does not accept deposits and does not hold or control User funds, fiat balances, digital assets or private cryptographic keys for partner-provided products. Funds or assets are received, transmitted, safeguarded, custodied or settled by the applicable Regulated Partner or its financial institutions under the Partner Terms.

Insurance, safeguarding and ownership treatment vary by product. Unless expressly stated in the Partner Terms, a balance or digital asset should not be assumed to be protected by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any government guarantee.

13. Virtual accounts and payment instructions

Virtual account details or local payment instructions may be provided to facilitate collections or transfers. They may not constitute a bank account opened directly in the User's name. The User must follow permitted-use rules, provide accurate payment references and avoid third-party or unsupported payments unless expressly allowed.

Incoming funds may be rejected, returned, frozen or delayed because of incomplete references, sanctions, fraud concerns, name mismatch, unsupported senders, network rules or legal requirements.

14. Digital assets and wallets

Digital assets and stablecoins involve technological, market, issuer, custody, liquidity, regulatory, cybersecurity and blockchain risks. Stablecoins are not legal tender and may lose value or become unavailable for redemption. Blockchain transactions may be irreversible, delayed or sent to an incompatible network or address.

TCX does not provide investment advice and does not recommend any digital asset. The applicable Regulated Partner controls supported assets, networks, custody arrangements, wallet functionality and redemption methods.

15. Cards

Any physical or digital card is issued and administered by the provider identified in the cardholder agreement. The card may be subject to separate fees, geographic restrictions, merchant-category restrictions, authorization rules, chargeback procedures, expiration and suspension rights. TCX is not the card issuer unless a future product expressly states otherwise in a separate disclosure.

16. Rewards and promotions

Rewards, cashback, points, benefits or promotions may be offered by a Regulated Partner, merchant, network or other third party. Eligibility, vesting, expiration, reversals, tax treatment and termination are governed by the promotion-specific rules. Rewards are not deposits and are not guaranteed unless expressly stated.

17. Consumer transfers and required disclosures

When a Consumer User receives an electronic fund transfer, remittance transfer or other regulated consumer service, the applicable Regulated Partner will provide the disclosures, receipts, cancellation rights, error-resolution procedures and regulatory notices required for that product. Those notices may contain strict deadlines and contact channels that the User must follow.

TCX provides first-line support but does not replace the Regulated Partner's legally required error-resolution process.

18. Prohibited use

You may not use the Platform or a partner-provided product for unlawful, fraudulent, deceptive or abusive activity, or in violation of these Terms, Partner Terms, sanctions, card-network rules, banking rules or applicable law. TCX may maintain or receive product-specific prohibited-activity lists and may block unsupported activities without publicly disclosing risk controls.

19. Credentials and account security

You are responsible for protecting passwords, devices, email accounts, passcodes, authentication applications and recovery methods. You must notify TCX immediately of unauthorized access or suspicious activity and cooperate with security investigations. TCX may temporarily restrict access to protect the User, the Platform or a Regulated Partner.

20. Rejection, suspension and termination

TCX may reject registration, restrict features, suspend or close a Platform account when reasonably necessary for security, fraud prevention, legal compliance, breach of these Terms, partner instruction, unsupported activity, reputational risk or discontinuation of the service. A Regulated Partner may separately suspend or terminate its product according to the Partner Terms.

Where legally permitted, TCX may be unable to provide detailed reasons for a restriction if doing so would reveal confidential risk controls, violate law or interfere with an investigation.

21. Cancellations, reversals and refunds

Cancellation, reversal and refund rights depend on the product, Transaction status, applicable law, payment network and Partner Terms. Some bank, card or blockchain Transactions cannot be canceled after submission. TCX may assist with a request but cannot guarantee recovery of funds or assets.

22. Support, complaints and errors

Contact contact@tucambio.app for platform support, suspected unauthorized access, transaction-status questions or complaint intake. Contact compliance@tucambio.app for legal, privacy or compliance matters. TCX may request documents and may forward the matter to the applicable Regulated Partner.

Users must also follow any product-specific telephone number, email, mailing address, regulator notice or deadline presented in the Partner Terms or transaction receipt. Failure to use a required channel or meet a deadline may affect rights under the partner-provided service.

23. Electronic records and signatures

You consent to receive TCX agreements, notices, account messages and records electronically, subject to any separate consent required by law. You may download or print documents and should maintain a current email address and a device capable of accessing PDF files and standard web content.

A Regulated Partner may require a separate E-SIGN consent describing hardware and software requirements, paper-copy rights, withdrawal procedures and consequences. Acceptance of these Terms does not replace that product-specific consent.

24. Privacy and data sharing

TCX processes personal data under the Privacy Policy. Regulated Partners may act as independent controllers or regulated financial institutions under their own privacy notices. Before activation, the Platform will identify the applicable provider and make its privacy notice available.

25. Communications and marketing

Operational messages concerning security, verification, Transactions, legal changes or account status are part of the service. Marketing communications will be sent according to applicable consent and opt-out rules. Opting out of marketing does not stop essential service communications.

26. License and intellectual property

TCX grants you a limited, revocable, non-exclusive, non-transferable license to use the Platform for lawful personal or business purposes. You may not copy, sublicense, resell, scrape, reverse engineer, bypass security, create derivative works or use the Platform to build a competing service except as permitted by mandatory law or a written agreement.

27. Third-party dependencies

The Platform depends on banks, payment networks, blockchains, telecommunications, cloud infrastructure, identity services, Regulated Partners and other third parties. TCX is not responsible for a third party's independent act or omission beyond any responsibility imposed by mandatory law or expressly assumed by TCX.

28. Disclaimers

To the maximum extent permitted by law, the Platform is provided on an "as available" basis. TCX does not guarantee that every product will remain available, that every application or Transaction will be approved, or that exchange rates, processing times, rewards or network conditions will remain unchanged. Nothing limits warranties or remedies that cannot lawfully be excluded for Consumer Users.

29. Limitation of liability

TCX is liable for direct loss caused by its breach of these Terms to the extent required by law. TCX is not liable for indirect, incidental, special, exemplary or consequential losses, lost profits or loss of opportunity unless such exclusion is prohibited. For Business Users, TCX's aggregate liability arising from the Platform will not exceed the greater of USD 1,000 or the fees paid directly for TCX platform services during the twelve months preceding the event, except for fraud, willful misconduct, confidentiality breach, data-protection liability that cannot be limited or other non-excludable liability.

30. Business User indemnity

A Business User will indemnify TCX and its Affiliates against third-party claims and reasonable costs arising from the Business User's unlawful use, false information, unauthorized instructions, infringement of rights or material breach of these Terms, except to the extent caused by TCX's own breach or misconduct.

31. Term and closure

These Terms continue while you maintain or use a Platform account. You may request closure subject to pending Transactions, investigations, record-retention duties and the separate closure process of each Regulated Partner. Provisions intended to survive, including liability, confidentiality, intellectual property, disputes and record retention, remain effective after closure.

32. Changes to the Terms

TCX may update these Terms for legal, regulatory, security, product or operational reasons. Material changes will be communicated reasonably in advance when required. Continued use after the effective date constitutes acceptance, except where a new affirmative acceptance is legally required. Changes to Partner Terms are controlled by the applicable provider.

33. Governing law and disputes

33.1. Consumer Users

These Terms are governed by Spanish law, but no choice of law or forum deprives a Consumer User of non-waivable protections available under the law of the User's U.S. state or place of residence. A Consumer User may bring a claim in any court that has jurisdiction under mandatory law. Before filing, the parties should attempt in good faith to resolve the matter through the support and compliance channels.

33.2. Business Users

For Business Users, these Terms are governed by Spanish law and disputes concerning only TCX platform services are submitted to the exclusive jurisdiction of the courts of Madrid, Spain, unless TCX and the Business User agree otherwise in writing.

33.3. Partner disputes

Disputes concerning a partner-provided financial product are governed by the applicable Partner Terms, which may contain U.S. governing-law, arbitration, small-claims, jury-waiver or class-action provisions. TCX does not alter those provisions through these Terms.

34. Notices

TCX may send notices by email, Platform message, Website publication or another reasonable electronic method. Notices to TCX must be sent to the contact addresses below and are effective when received, subject to any product-specific notice method required by Partner Terms.

35. Miscellaneous

These Terms, together with the incorporated TCX policies, are the entire agreement for the Platform. They do not replace Partner Terms. If any provision is unenforceable, it will be limited or severed without affecting the remainder. Failure to enforce a provision is not a waiver. You may not assign these Terms without TCX consent; TCX may assign them to an Affiliate or successor subject to applicable law.

36. Contact

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