

AMERICAN FORTRESS

TERMS OF USE

Last Updated: September 9, 2025

1. Acceptance of Terms

By registering for or using our services (the “Service”), including our wallet software and FortressName™ name-reservation feature (“Name Service”), you agree to be bound by these Terms of Use (the “Terms”) and the Privacy Policy below. If you do not agree, do not use the Service.

2. Eligibility

You represent and warrant that you are of legal age 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. 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” – up to 500 new contacts per calendar year. Once an outgoing contact is added, there is no limit to the number of transactions to that contact. Exceeding 500 new contacts in a year 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. **Chargebacks.** In the event of a credit-card chargeback, the Name immediately enters a 3-month renewal period, and at our sole discretion, the user may be permanently banned from registering new Names.
- 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. 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 designed to detect and prevent fraudulent registrations, including attempts to register 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”). Finally, Names function only with compatible wallets, the current list of which can be found here: [AmericanFortress](#). 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.

4. 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.**

5. 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.

6. Modifications

We may modify, suspend, or discontinue the Service (or any feature) at any time – with or without notice. Continued use constitutes your acceptance of the updated Terms.

7. Fees & Chargebacks

Name reservations are paid for in advance at the selected duration. In the case of chargebacks, the Name transitions into a 3-month grace renewal period immediately, and we reserve the right to permanently ban abusive users.

8. Indemnification

You agree to defend, indemnify, and hold harmless American Fortress Wallet Inc. and 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.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- a. **Exclusion of Damages.** In no event shall [American Fortress Wallet Inc. and 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 [American Fortress Wallet Inc. and 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.

10. Dispute Resolution & Arbitration

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.

11. 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.

12. Intellectual Property

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

