TERMS OF SERVICE

Effective Date: March 20th, 2025

This Terms of Use Agreement (the "Agreement") is entered into between Decom Stars Joint Stock Company ("we," "us," or "our"), and you as a current or prospective user of the payments services ("Service") we provide through our mobile application ("Basal Pay App") and website. By accessing or using the Basal Pay App, you agree to be bound by the terms and conditions of this Agreement.

Please note that you should review the entire agreement carefully, including those provisions which limit our liability.

1. Use of the Services

- **1.1. Eligibility:** In order to access the Service, you must be at least the age of eighteen (18) and you must have the legal ability to agree to the terms of this Agreement. Your use of the Service is governed by the terms of this Agreement. You are authorized to access and use the Basal Pay App solely for the purposes specified in this Agreement. You may only open an account on your own behalf.
- **1.2 Mobile App and User Account Required:** In order to access the Service you must download and maintain a current version of our Mobile App on your mobile device. You must also create and maintain a user account with us ("User Account").
- 1. 3 Third-Party Account Required: In order to use the Service, you will need to open, fund and maintain an account ("Partner Account") with one of our partners offering deposit services ("Deposit Partner"). When you open a Partner Account with a Deposit Partner, you may be required to provide certain information about yourself, such as your name, address, and any other personal information we or the Deposit Partner require. Funding held in your Partner Account may be held in dollars or other currencies. Your Partner Account will be governed by an agreement between you and the Deposit Partner, which will be provided to you when you sign up for the Service. Please review it and any disclosures associated with that Partner Account carefully, as they explain your rights and responsibilities with respect to that account. This Agreement governs your use of the Service to provide instructions to the Deposit Partner to conduct transactions on your behalf.
- **1.4 Service Provided:** Using the Basal Pay App, you may make purchases at vendors in certain countries using local payment networks that we support by scanning a merchant QR code with the Basal Pay App. For a current list of countries and payment networks we support, visit our website at https://basalpay.com. You understand that in providing the services to you, Basal Pay does not hold any funds for you and the

company is not a bank, money transmitter, payment processor or Money Services Business ("MSB"), and Basal Pay does not offer banking, money transmission services. Instead, Basal Pay contracts with Deposit Partners and other service providers who offer deposit and payments services. For the avoidance of doubt, Deposit Partners and other service providers, and not Basal Pay, will hold, receive, disburse, and settle funds between you and merchants. You are not a third-party beneficiary of any of our agreements with our Deposit Partners or other service providers.

- 1.5 Funding Your Account: You can use the Basal Pay App or our website to add funds to your Partner Account from an external account held at a depository institution ("Funding Account"). When you do so, you are authorizing our Deposit Partner to immediately debit the Funding Account at the time of the transfer for the amount instructed and authorizing us to provide that instruction to the Deposit Partner. You also represent and warrant that you are the owner or authorized signer on any Funding Account you use to add funds to your Partner Account. The Balance shown in your Basal Pay App consists of the funds you have in your Partner Account that are available for new transactions and are not subject to pending transactions. We or our Deposit Partners may impose limits on the amount you can keep in your Partner Account, and the amount or frequency with which you may add or withdraw funds at any time, and reserve the right to change these limits at any time. We will provide you notice, if required by law.
- **1.6 Making Purchases:** You may use the Basal Pay App to make purchases at merchants using supported payment networks by scanning the QR code displayed by the merchant. When you do so, you are authorizing our Deposit Partner to immediately debit the Payment Account for the amount of the purchase, plus any fees and taxes, and authorizing us to provide that instruction to the Deposit Partner. It is your responsibility to review and confirm the amount of the transaction before initiating payment through the Basal Pay App. You are solely responsible for maintaining sufficient funds in your Partner Account necessary to complete any payments initiated through the Service. You agree to reimburse us immediately and without further demand for any fees, costs, or expenses we incur as a result of insufficient or unavailable funds in connection with any payment you initiate through the Service.
- **1.7 Withdrawing Funds:** You may withdraw funds from your Partner Account using methods we provide on our website or through the Basal Pay App, or by contacting us at support@basalpay.com. For your account security, we may limit your withdrawal rights to returning funds to a Funding Account or other third-party account approved by us. When you make a withdrawal request, you are authorizing our Deposit Partner to immediately debit the Payment Account for the amount of the withdrawal request, plus any fees, and authorizing us to provide that instruction to the Deposit Partner.
- **1.8 Exchange Rate:** When you load funds into your Partner Account, make a purchase at a merchant, or withdraw funds from your Partner account, this may

involve conversion of currencies. You understand that any currency exchange services are not provided by us and are provided by Basal Pay's partners. The foreign exchange rates used in connection with the Service are selected by our partners in their sole discretion. The foreign exchange rates used may be less favorable than rates quoted by others online or in publications. The exchange rate used may include a spread and may include commissions or other costs we, our affiliates, partners, agents or service providers may charge. By adding or withdrawing funds to/from your Partner Account or by making a purchase you agree to the exchange rate offered to you.

- **1.9 Fees:** We may charge per-transaction fees for purchases you make, or for adding or withdrawing funds from your Partner Account. You agree to pay the fees disclosed to you. For a current list of our fees, please visit https://basalpay.com.
- **1.10 Statements:** You will receive monthly account statements with transaction information and the balance of your Partner Account from our Deposit Partner. You can also view this information through the Basal Pay App, or on our Website by logging into your User Account.
- **1.11 Accuracy of Information and Duty to Update:** When creating a User Account, opening an account with a Deposit Partner or when utilizing the Basal Pay App, you agree to provide and maintain current, complete and accurate information. You hereby authorize us and any Deposit Partner, directly or through the use of third parties, to make any inquiries we consider necessary to validate or authenticate your identity and the information you provide. This may include asking you for further information or documentation, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources. If any information you provide is untrue, inaccurate, not current or incomplete, or not your own we may deny your application, suspend or terminate your access to any services we provide.
- **1.12 Our Right to Refuse Transactions:** We and our Deposit Partners may refuse to allow any, loading of funds into your Partner Account, or any purchase or withdrawal you attempt to make using the Basal Pay App (i) if we believe or suspect such transaction to be fraudulent, or unauthorized, (ii) in order to protect, maintain or restore the security of the Service, (iii) if we believe that transaction would breach this Agreement or any agreement between you and us or our partners, (iv) for any other reason in our sole discretion. We shall have no liability to you for exercising these rights.

2. Acceptable Use

2.1. Compliance: You agree: (a) to use the Service in compliance with all applicable laws and regulations, as well as the terms of this Agreement; (b) you shall not use the Service for any illegal, unauthorized, or unethical purpose; (c) your use of the Service is solely for your personal use; and (d) you are solely responsible for maintaining any

and all equipment necessary for your access to and use of the Service, including internet access, computer equipment for accessing the internet, mobile devices, and mobile data plans with carriers.

- **2.2. Prohibited Activities:** By accepting the terms and conditions of this Agreement you expressly agree that you shall not engage in any activity that disrupts, interferes with, or harms the functionality, security, or integrity of the Service. Prohibited activities include but are not limited to: (a) hacking; (b) data breaches; (c) unauthorized access; (d) probing, scanning or testing the vulnerability of the Service; (e) posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others; posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity, as determined by us in our sole discretion; (f) posting advertisements or solicitations for business, or other unsolicited material; (g) impersonating another person; (h) harvesting or otherwise collecting information about others, including e-mail addresses, without their consent, for posting or viewing comments; (i) allowing any other person or entity to use your user account for posting or viewing comments or for any other purpose; (i) overloading, "flooding," "spamming," "mail bombing," or "crashing" the Service; (k) transmitting malware; and (1) engaging in any other conduct that restricts or inhibits any other person from using or enjoying the public area of the Service, or which, in our sole discretion, exposes us or any of our customers or vendors to any liability or detriment of any type.
- 2.3. Electronic and Telephonic Communications: By accepting the terms and conditions of this Agreement, you expressly consent to receive communications from us electronically. Such electronic communications may include emails, messages delivered through the Moreta App or other electronic communications we choose. Even though you have provided your agreement to be contacted electronically, we may still send you communications in paper form instead. When you create your User Account, you will also be asked to agree to the terms of our Consent to Electronic Records and Signatures, which allows us to provide you with information electronically that you might otherwise have a right to receive on paper. If you do not provide this consent, or if you revoke it later, we will be unable to provide the Services to you. You further expressly consent to be contacted by us and our employees, representatives and agents, or anyone contacting you on our behalf for any and all purposes arising out of or relating to your relationship with us, at any telephone number, or any physical, email or other electronic address you provide or at which you may be reached. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. It is your responsibility to provide us with accurate contact information and you must notify us immediately of any changes. Any changes you attempt to make will be effective only after we actually receive the request and have a reasonable opportunity to act upon it.
- **2.4.** Security and your Responsibility to Safeguard Login Information: You are responsible for safeguarding your User Account login information, including maintaining the security of your user identification and password ("Credentials") and other confidential information relating to your User Account. You agree to access the

Service only from computers, mobile devices, networks, and with software which you have reasonable assurance are secure and free from malicious software which could compromise your credentials and other confidential information available through the Service. For your protection, you should sign off after every session and close your browser or Basal Pay App to ensure confidentiality. When you give someone your Credentials or allow them to your mobile device where you have installed the Basal Pay App, you are authorizing that person to use the Service, and you are responsible for all transactions performed by that person, even those that you did not intend. You are also responsible for transactions that you, or someone acting with you, initiate with fraudulent intent.

By accepting the terms and conditions of this Agreement, you acknowledge that violations of system or network security may result in civil or criminal liability.

2.5. Submissions: You agree that you will not upload or transmit any communications or content of any type to the public areas of the Service (including message boards or discussion forums) that infringe or violate any rights of any party, that violate any local, international, federal or state law or that are otherwise unlawful. By submitting any communication or content to the public areas of the Service, you agree such submission is non-confidential for all purposes.

3. Data and Privacy

- **3.1. Data Handling:** Your use of the Service involves the handling of data as described in our Privacy Policy. You acknowledge that our privacy policy also governs your use of the Service and that we may process your data as necessary to provide the Service.
- **3.2. Confidentiality:** Our privacy policy describes how we collect and use your information, including nonpublic personal information. Any confidential information shared through the Service shall be subject to the terms of this Agreement and our privacy policy, available online at https://basalpay.com.
- **3.3 Cookies:** You agree that we may place cookies and other identifiers on the computers and mobile devices you use to access the Service. Cookies help us confirm your identity and help us keep your transactions secure when you use the Service. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Service and other websites, and optimizing the performance of the Website.

4. Intellectual Property

4.1. Ownership: You acknowledge that all intellectual property rights in the Service, including software, content, and any related materials, are owned by us or our licensors whether those rights are registered or not, and wherever in the world those rights may exist ("IP"). Your use of the Service does not grant you ownership of any

intellectual property rights. You agree not to (a) take any action that would jeopardize, limit or interfere with our or our licensors' rights in or to the IP, (b) copy, translate, publish or create derivative works of the IP or any component thereof, or (c) resell, distribute, trade or make any other commercial use of, modify, reverse engineer, decompile or disassemble the IP or any component thereof.

Under no circumstances will anything appearing on the Mobile App, our website, or otherwise displayed to you by us be construed as granting, whether by implication, estoppel, or otherwise, any form of license or authorization to use, reproduce, or distribute the IP displayed. Licenses to use IP may be obtained with our prior written consent, which we may withhold in our sole discretion. Misuse of IP or any materials comprising the Service is strictly prohibited. You agree to abide by any and all trademark and service mark notices, information, or restrictions contained on the Service. We permit you to make a single copy of the content appearing on the Service solely for the purpose of obtaining information of its products and services provided that you are not otherwise authorized to display, distribute, download, modify, print, store, transmit, or use any materials or content appearing on the Mobile App or otherwise in connection with the Service.

Your unauthorized use of IP or other content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

4.2 License Grant: By downloading the Basal Pay App, we grant you a non-exclusive, non-transferable, revocable right to use the Basal Pay App, specifically to receive the Services. All rights in the Service not expressly granted to Customer are reserved by us, and any of our service providers, as applicable.

5. Disputes

- **5.1 Disputes:** If you believe there are transactions you did not intent, or errors or unauthorized activity in connection with your User Account, or you have questions, you can: (i) contact us through the Basal Pay App; (ii) notify us via the provided support telegram @BasalPay_Support; or write to us at support@basalpay.com. You agree to cooperate in any investigation we conduct. Please review your Partner Account agreement for additional information about your rights and responsibilities.
- **5.2 Merchant Disputes:** Purchases made through the Basal Pay App are solely between you and the merchant, and we are not a party to these transactions or a custodian, escrow agent or fiduciary. The amount, payment terms and other terms and conditions of the transactions are governed by any agreement between you and the merchant. You acknowledge that you are solely responsible for the payment terms or other data you or merchants input or cause to be entered into the Service. We do not verify any data used in connection with any transaction. To the fullest extent permitted by law, we are not liable or otherwise responsible for any disputes between you and any merchant from whom you purchase goods using the Basal Pay App. This includes, but is not limited to disputes over the timeliness, quality, fitness, quantity or other aspects of any goods or services you purchase through the Basal Pay App. You

agree that your sole recourse in connection with such disputes is to address the issue directly with the merchant with which you have the dispute.

6. No Warranty and Limitation of Liability

- **6.1 Service Not Guaranteed:** We do not guarantee that the service or the adequacy, completeness or accuracy of any content, document or feature of the service will be error-free, that the service or any feature of the service will be uninterrupted, or that any errors, interruptions or defects will be corrected. The service and the content provided through the service are made available on an "as-is" and "with all faults" basis. We expressly disclaim all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose.
- **6.2 Mobile App Protection Not Guaranteed:** Although we will take reasonable precautions to protect the mobile app and to avoid deletion, corruption or unauthorized modification of or access to the mobile app, we make no representation or warranty that such efforts will be successful, and to the extent permitted by law, we specifically disclaim all liability whatsoever with respect to any failure to protect the mobile app, or to avoid deletion, corruption or unauthorized modification of or access to the mobile app. We make no representation or warranty that the mobile app or any downloadable material is free from errors or other defects.
- **6.3 Limitation of Liability:** To the extent permitted by applicable law, we, our equity owners, subsidiaries, affiliates, and each of their respective managers, employees, representatives, agents, licensors, successors, and assigns shall not be liable to you or any third party for any special, indirect, consequential or punitive loss, or damage arising from or related to any use of the service, including but not limited to, loss of profits, loss of business or goodwill or loss of use, even if we have been advised of the possibility of such loss or damage or any claim by any third party. Your sole remedy against us, our equity owners, subsidiaries, affiliates, and each of their respective managers, employees, representatives, agents, licensors, successors, and assigns in connection with your use of the service or for dissatisfaction with the service or any content on the mobile app is to stop using the service.

7. Termination

7.1. Termination Rights: We may modify, suspend or terminate your access to the Service with or without notice and with or without cause. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of your User Account or to your access to the Service. Further, we reserve the right to suspend, close or deny access to your User Account or the Service if we believe there is a reason to do so. Such reasons shall include, without limitation: (a) to protect the security of the Service or your User Account, (b) if we determine there has been or suspect fraud or unauthorized use of your User Account, (c) any actual or suspected breach of this Agreement; (d) any actual or suspected criminal activity; and (e) any actual or suspected misuse of, or damage to, the Service.

You may terminate your access to the Service by providing us notice of cancellation. Your request will become effective after we have actually received it and have a reasonable opportunity to act upon it.

7.2 Return of Funds: In the event we or you terminate your access to the service, any funds to which you are entitled will be returned to you within 14 days of the date of termination.

8. Miscellaneous

- **8.1. Entire Agreement:** This Agreement together with any other agreement we enter into with you regarding the provision of services or products through the Service, constitutes the entire agreement between you and us regarding your use of the Service and supersedes any prior agreements or understandings.
- **8.2.** No Waiver: The waiver of a breach of or default under this Agreement, or the failure or delay by us to exercise any right in respect of any breach of or default under this Agreement, shall in no event constitute a waiver of any other breach or default of this Agreement, whether similar or dissimilar in nature, or operate as a waiver of any other right or remedy available to us.
- **8.3. Severability:** If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by final judgement of a court of competent jurisdiction, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (b) the effect of the ruling shall be limited to the jurisdiction of the court making the ruling; and (c) if the judgement and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislature, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.
- **8.4.** Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam, without regard to its conflict of laws principles. You agree to the personal jurisdiction by and venue in the courts of Vietnam, and agree and consent that such courts shall be the exclusive forum for litigation of any claim or cause of action arising out of or relating to your use of the Service or the content on the Service.
- **8.5. Amendment and Modification:** We may change, limit or otherwise modify this Agreement, including, without limitation, our Privacy Policy, at any time by informing you of any such changes by sending you notice through the Mobile App, to your physical email address reflected in our records, or otherwise. Any change shall be effective when we send such notice, unless otherwise stated, or as required by law. You will be deemed to agree if you affirmatively accept the change, or if you continue to access or use the Service after the effective date of the change. It is your responsibility

to check the Mobile App, our website, and your physical and electronic mail to alert yourself to any amendments or modifications we make.

- **8.6. Links:** Our Service may contain links to third party websites providing services and resources. We do not control the availability or content of such third-party websites. We are not responsible for examining or evaluating any third-party website, and we do make any representations regarding the quality or accuracy of the content on any such third-party website. You agree, we are not responsible or liable for the content on, or the actions of, any third-party website.
- **8.7. Survival:** The provisions of this Agreement which by their nature should survive your suspension or termination will survive, including releases, disclaimers, limitations on liability, and the provisions regarding jurisdiction and governing law and venue.
- **8.8. Assignment:** We may assign our rights and obligations under this Agreement, in whole or in part, to any party at any time without notice. You may not assign your rights or obligations under this Agreement without our prior written consent, which may be withheld in our sole discretion.

By using the Service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.