SOFID Terms of Use

Effective as of June 22, 2026

These SOFID Terms of Use (the "Terms") govern your use of and access to SoFiUSD (or "SOFID") on public blockchain networks. This is a binding agreement between you and SoFi Bank, National Association ("SoFi Bank") and its affiliates (together with SoFi Bank, "SoFi," "we," "our," or "us").

These Terms apply to all persons and entities that acquire, hold, buy, sell, transfer, or otherwise use SOFID (a "Token Holder"), whether or not such person or entity is a customer of or has any other relationship with SoFi. Being a Token Holder does not, by itself, establish any bank account, deposit account, securities account, custodial relationship, fiduciary relationship, advisory relationship, or other customer relationship with SoFi Bank or any of its affiliates. Any such relationship exists only if you separately enter into written agreements with SoFi that expressly govern that relationship.

We may make available, directly or indirectly, certain information relating to SOFID through the SoFi website (located at www.sofi.com), the SoFi mobile application (the "SoFi App"), and other channels such as phone, email, or additional websites (collectively, the "SoFi Platform").

These Terms work together with, and incorporate by reference, the following documents: SOFID Risk Disclosure, SoFi Privacy Policy, and any other documents we make available on the SoFi Platform that expressly state they are incorporated into these Terms (together, the "Additional Terms"). If there is a conflict between these Terms and any of the Additional Terms, these SOFID Terms of Use shall control.

By acquiring, holding, buying, selling, transferring, or otherwise using SOFID, you acknowledge, understand, and agree to be bound by these Terms. These Terms apply to, and are binding on, every Token Holder, regardless of whether such person or entity has any account with SoFi. If you do not agree to these Terms, you must not acquire, hold, buy, sell, transfer, or otherwise use SOFID.

We may amend or update these Terms from time to time. Material changes will be communicated through reasonable notice mechanisms, including posting updated Terms on the SoFi Platform. Continued use of SOFID after the effective date of any amendment constitutes acceptance of the revised Terms.

If you have any questions, please contact us via the SoFi Platform or reach us at info@sofi.org.

I. Nature of SOFID

A. Overview; Issuer

SOFID is a digital asset that is designed to maintain a stable value relative to the U.S. Dollar ("USD") and be used for payment and settlement purposes.

As of the effective date of these Terms, SOFID is issued by SoFi Bank (the "Issuer").

Unless and until expressly stated otherwise in a written agreement:

- SOFID does ***not*** constitute a "deposit" (as defined in 12 U.S.C. § 1813(l)), deposit account, demand deposit, savings deposit, or any other deposit liability of SoFi Bank or any of its affiliates;
- SOFID is ***not*** insured or guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or Securities Investor Protection Corporation ("SIPC") or any other governmental or private insurance scheme;
- SOFID is ***not*** subject to pass-through insurance with respect to Reserve Assets (defined below); and
- Holding or using SOFID does ***not*** create a banking, fiduciary, or custodial relationship between you and SoFi Bank or any of its affiliates.

SoFi reserves the right, in its sole discretion and without obtaining further consent from you, to designate another authorized entity as an additional or substitute issuer of SOFID. Any such additional or substitute issuer may assume responsibility for the issuance, redemption, and backing of SOFID in accordance with applicable law and these Terms. SoFi will provide notice of such designation in a commercially reasonable manner.

Upon designation of an additional or substitute issuer, all rights and obligations of the prior issuer under these Terms with respect to SOFID may be assigned to and assumed by such issuer without further consent from you.

The designation of an additional or substitute issuer may occur to reflect changes in law or regulation, supervisory expectations, business structure, or operational arrangements, including in connection with the implementation of payment stablecoin legal frameworks or similar regulatory regimes.

B. Characteristics of SOFID

SOFID is designed to maintain a stable, one-to-one (1:1) value with USD, with reserves maintained subject to the terms and limitations described in these Terms.

SOFID:

- Is commonly referred to as a “stablecoin,” “payment stablecoin,” or “digital dollar”;
- Functions as a payment and settlement instrument and is not intended to be an investment;
- Is not cash or legal tender;
- Is not backed, approved, or guaranteed by the U.S. Government;
- Does not represent a claim against any government or central bank; and
- Does not pay interest, yield, or other return to holders by virtue of holding SOFID itself. Any rewards or similar features, if offered and permitted by applicable law, would be provided only pursuant to separate terms governing a distinct relationship.

Additional limitations and legal characterizations, including treatment under securities and commercial law, are described in Section VIII (Not a Security; No Security Entitlement).

C. Relationship to Blockchain Networks; Risks

SOFID exists as a digital representation of value only on certain specified cryptographically-secured distributed ledgers, as identified on the SoFi Platform (“Supported Blockchains”). The Issuer may make SOFID available on additional blockchain networks, or may remove support for blockchain networks, at its sole discretion.

The Issuer does not control the operation of any Supported Blockchain and does not guarantee the availability, performance, or security of any such network. Ownership and transfers of SOFID are recorded on the applicable Supported Blockchain and are subject to:

- The rules, protocols, and consensus mechanisms of the Supported Blockchain;
- Network fees, congestion, and delays; and
- Risks associated with smart contracts and distributed ledger technology.

You represent that you have read, understood, and agreed to the SOFID Risk Disclosure, which is incorporated herein by reference and may be updated by us from time to time to reflect evolving market, regulatory, and operational risks. The most current version will be made available on the SoFi Platform and will govern your use of SOFID.

D. Issuance and Redemption

SOFID is issued (or “minted”) by or on behalf of the Issuer in accordance with these Terms and applicable law.

The Issuer shall issue and redeem SOFID only with certain approved persons, entities, or other customers of the Issuer (each, a “SoFi Customer”) pursuant to separate agreements governing

issuance, redemption, and distribution. Issuance and redemption with SoFi Customers shall be facilitated at par (1:1 USD), net of any applicable and disclosed fees, subject to satisfaction of applicable onboarding, identity verification, sanctions screening, compliance, minimum amount, operational, and other requirements consistent with SoFi Customer agreements and applicable law.

Holding or transferring SOFID does not grant you any direct right to redeem SOFID with the Issuer. Any rights to issue or redeem SOFID with the Issuer are limited to SoFi Customers subject to separate agreements and do not transfer by virtue of an on-chain transfer.

E. Errors; Mistaken Transactions; Corrections

We may, in our sole discretion and to the extent permitted by applicable law, correct errors relating to SOFID, including errors in issuance, redemption, transfers facilitated through the SoFi Platform, reserve reporting, or other operational or accounting records ("Errors").

If we determine that SOFID was issued, transferred, credited, debited, or redeemed in error, or that any transaction or instruction was duplicated, unauthorized, incomplete, or otherwise erroneous (including due to operational failure, system error, smart contract error, Supported Blockchain disruption, or third-party failure), we will take commercially reasonable steps to address the Error, which may include reversing or adjusting entries in our systems, refusing or cancelling issuance or redemption requests, and, where supported by Administrative Controls, freezing, burning, reissuing, or otherwise restricting SOFID.

Except as required by applicable law, we are not responsible for, and will not be liable for, losses resulting from Errors, refusing in good faith to take action with respect to an Error, or corrective actions taken in good faith to address Errors.

F. No Guarantee of Value or Liquidity

The Issuer, or an affiliate or third party designated by the Issuer, intends to facilitate redemption for SoFi Customers at par (1 SOFID for 1 USD) subject to these Terms, applicable law, and any fees where applicable. The Issuer, however, does not guarantee that SOFID will always maintain a one-to-one value on secondary markets, that a secondary market for SOFID will exist, or that SOFID will be redeemable in all circumstances. We have no obligation to list SOFID on any exchange, support secondary market liquidity, or facilitate market making.

The Issuer may suspend, delay, or limit issuance or redemption for SoFi Customers in certain circumstances and subject to applicable law.

G. Reservation of Rights; Future Functionality

The Issuer reserves the right, in its sole discretion, to modify the manner in which SOFID is issued, supported, or used, including by enabling additional functionality, platforms, or structures in the future.

Any future functionality that materially alters the nature of SOFID, including any characteristics of SOFID specific to its use on certain platforms provided by us, may be subject to separate terms, disclosures, or agreements in addition to these Terms (including any future amendments or modifications).

H. Platform-Specific Treatment

SOFID may have different or additional characteristics when held or used on the SoFi Platform. Any such functionality will be governed by separate written agreements.

I. Smart Contract Administrative Features; Wallet Restrictions

SOFID may be implemented through smart contracts on Supported Blockchains. You acknowledge and agree that, to the extent enabled by the applicable smart contract(s) or protocol(s), the Issuer (or its designee) may implement administrative or compliance features designed to support safety, security, and legal compliance, including the ability to pause or restrict transfers, block or denylist wallet addresses, freeze SOFID held at certain addresses, burn SOFID, reissue or replace SOFID, or otherwise restrict functionality of SOFID (collectively, "Administrative Controls").

To the extent permitted by applicable law, Administrative Controls may be exercised without prior notice where we determine, in our sole discretion, that such action is necessary or appropriate due to legal or regulatory requirements, sanctions or financial crime risk, security incidents, suspected compromise, operational events, Supported Blockchain disruptions, or other risk-management considerations.

If Administrative Controls are exercised, SOFID may become non-transferable, non-redeemable, or otherwise impaired, and you may be unable to access or use SOFID through certain interfaces, services, or third-party platforms.

We have no obligation to exercise Administrative Controls in any particular circumstance, except as required by applicable law.

II. Reserves

A. Reserve Assets

SOFID is intended to be redeemable on a one-to-one (1:1) basis for USD from the Issuer, with the Issuer or a permitted custodian maintaining reserve assets for the purpose of supporting SOFID redemptions, subject to the limitations described herein ("Reserve Assets"). The aggregate value of Reserve Assets is intended to be at least equal to the aggregate outstanding supply of SOFID.

Reserve Assets are maintained for the purpose of supporting the redemption of SOFID in accordance with these Terms and applicable law. All Reserve Assets are maintained consistent with applicable law and supervisory expectations.

Reserve Assets will consist solely of high-quality, liquid assets, which may include:

- United States currency held in cash or demand deposits; and
- Other cash equivalents or highly liquid instruments permitted under applicable law governing payment stablecoins.

The composition of Reserve Assets may change from time to time. The Issuer does not guarantee that Reserve Assets will be held in any particular form or asset class at any given time. Reserve Assets may be held:

- Directly by the Issuer or its affiliates; and/or
- With regulated financial institutions, custodians, or other qualified counterparties.

The Issuer may modify the structure, composition, or custody arrangements of Reserve Assets as necessary to comply with applicable law, regulation, supervisory guidance, or market guidance. Reserve Assets will not be pledged, used to make loans, rehypothecated, or encumbered except as permitted under applicable payment stablecoin law. In the event of insolvency of the Issuer, treatment of SOFID and Reserve Assets will be governed by applicable federal banking and insolvency law, and claims relating to SOFID may be treated as general unsecured obligations of the Issuer.

You acknowledge:

- That nothing in these Terms grants any holder of SOFID a direct ownership interest or security interest in any specific Reserve Asset;
- SOFID does not create a trust, bailment, escrow, or other custodial relationship with respect to Reserve Assets or any other assets of the Issuer; and

- While Reserve Assets may be held in interest-bearing accounts or other yield-generating instruments, you acknowledge that you are not entitled to any interest or other returns earned on such funds.

B. Reserves Transparency

The Issuer shall publish reports in accordance with applicable law and supervisory requirements on the SoFi Platform containing:

- The total number of outstanding SOFID issued by the Issuer; and
- The amount and composition of the Reserve Assets.

Unless expressly stated otherwise, any such information shall reflect information as of a specified date, is not a guarantee of future composition or value, and may include attestations or reports prepared by independent third parties. Reports may value Reserve Assets at amortized cost, fair market value, or another valuation methodology permitted under applicable law and supervisory guidance.

The Issuer will comply with applicable legal and regulatory requirements concerning independent audits or examinations of Reserve Assets, including any requirements that become applicable based on the outstanding value of SOFID.

III. Eligibility; Excluded Persons

You are eligible to acquire, hold, buy, sell, transfer, or otherwise use SOFID only if:

- You are not an Excluded Person (defined below); and
- You have read, understood, and agreed to these Terms.

"Excluded Person" means any individual or entity that:

- Is under 18 years of age, or lacks the legal capacity or authority to enter into binding agreements under applicable law;
- Is located in, resident in, or subject to the laws of:
    - the European Economic Area;
    - the United Kingdom; or
    - any other jurisdiction designated by the Issuer as restricted until such time as the Issuer determines it may lawfully offer SOFID in such jurisdictions;
- Is listed on, or beneficially owned or controlled (directly or indirectly) by a person listed on, any U.S. government sanctions or restricted parties list, including the U.S. Treasury's Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List;

- Is located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions (including embargoed jurisdictions);
- Uses or attempts to use SOFID in connection with any Prohibited Activity (defined below), including money laundering, terrorist financing, sanctions evasion, ransomware, or market manipulation;
- Attempts to evade, bypass, or undermine geographic, technical, or compliance-based restrictions that we impose, including by using virtual private networks, proxy services, geolocation spoofing, or other circumvention tools; or
- Is determined by us, in our reasonable discretion, to pose an unacceptable legal, regulatory, compliance, financial crime, or reputational risk.

Eligibility is a continuing requirement. We may determine, in our sole discretion, that a person is or has become an Excluded Person at any time.

If you are, or become, an Excluded Person, we may, to the extent permitted by applicable law, (i) restrict or prohibit transfers involving SOFID; (ii) block or freeze associated wallet addresses; (iii) suspend or refuse minting or redemption; and (iv) take any other action necessary to comply with applicable law or regulatory obligations.

By acquiring, holding, buying, selling, transferring, or otherwise using SOFID, you represent and warrant that you are not an Excluded Person and will remain eligible under these Terms.

IV. Prohibited Uses

You agree that you will not, and will not attempt to, acquire, hold, buy, sell, transfer, redeem, or otherwise use SOFID in connection with, or in furtherance of, any of the following (collectively, "Prohibited Activity"):

- Any activity that violates or assists in the violation of any applicable law, rule, regulation, or regulatory requirement, including laws relating to payments, consumer protection, sanctions, anti-money laundering, counter-terrorist financing, fraud, bribery, or tax evasion;
- Any activity involving a person, entity, wallet address, jurisdiction, or activity that is subject to U.S. sanctions (including OFAC sanctions) or other applicable sanctions or restricted parties requirements;
- Fraud, deception, theft, extortion, bribery, ransomware, market manipulation, wash trading, spoofing, money laundering, terrorist financing, trafficking, or any similar illicit or abusive activity;
- Attempting to evade, bypass, or undermine controls, restrictions, or eligibility requirements we impose (including by using virtual private networks, proxy services, geolocation spoofing, transaction "peeling," mixers/tumblers, obfuscation services, or

other techniques intended to conceal source of funds or identity), except where such use is permitted by applicable law and does not create legal or compliance risk, as determined by us in our reasonable discretion;
- Any attempt to (i) interfere with, compromise, reverse engineer, or bypass security, access controls, rate limits, or monitoring; (ii) exploit vulnerabilities in smart contracts, Supported Blockchains, protocols, or the SoFi Platform; or (iii) introduce malware or otherwise harm the SoFi Platform or related systems;
- Misrepresenting your relationship with us; holding yourself out as a SoFi partner, agent, or representative without our written consent; or using SOFID or our marks in a manner that is misleading or implies sponsorship, endorsement, or affiliation; or
- Any activity that we determine, in our reasonable discretion, poses legal, regulatory, financial crime, safety and soundness, or reputational risk.

We may take any action we deem necessary or appropriate in response to Prohibited Activity, including restricting or prohibiting transactions, blocking or freezing wallet addresses, refusing issuance or redemption, or cooperating with law enforcement or regulators, in each case to the extent permitted by applicable law.

V. Compliance; Monitoring; Enforcement

A. Compliance with Law

We operate in compliance with applicable laws and regulations, including laws relating to anti-money laundering, counter-terrorist financing, economic sanctions, and financial crimes.

All activities relating to SOFID are conducted subject to our safety and soundness obligations and supervisory oversight by our primary federal regulator.

We maintain policies, procedures, and internal controls reasonably designed to identify, prevent, and mitigate risks associated with Prohibited Activities involving SOFID.

Nothing in these Terms shall be construed to limit our ability to comply with applicable law or regulatory obligations.

You are responsible for complying with applicable law. You agree that SoFi is not responsible for determining whether or which laws may apply to your transactions, including but not limited to tax law or laws governing the use of digital assets.

B. Transaction Monitoring and Risk Assessment

We may monitor activity involving SOFID, including transactions recorded on Supported Blockchains, for purposes of:

- Compliance with applicable law;
- Sanctions screening;
- Detection and prevention of fraud, money laundering, terrorist financing, or other illicit activity; and
- Risk management and operational integrity.

Monitoring may include the use of blockchain analytics tools, transaction screening systems, and other risk-based controls. We may use certain third parties to provide such tools and systems. We do not guarantee that any monitoring system will detect all prohibited or unlawful activity.

In connection with monitoring and risk controls, we may collect, analyze, and use information relating to SOFID transactions and wallet addresses that is available on public blockchains, and we may use or share such information with third-party analytics providers and other service providers for compliance, fraud prevention, security, and risk management purposes, in each case consistent with applicable law and the SoFi Privacy Policy. Public blockchain activity may be traceable and may be associated with you by us or others through analytics and other methods.

We have no obligation to track, verify, or determine the provenance of SOFID or whether SOFID is subject to any lien, security interest, or other claim asserted by third parties.

C. Sanctions and Financial Crime Controls

We may, in our discretion and as required by applicable law or regulation:

- Block, restrict, or prohibit transactions involving specific wallet addresses;
- Refuse to process issuance or redemption requests;
- Freeze, restrict, or surrender SOFID associated with sanctioned persons or prohibited activity ("Restricted SOFID");
- Freeze, restrict, or surrender Reserve Assets associated with Restricted SOFID;
- Report suspected illicit activity to applicable law enforcement agencies; and
- Take any other action necessary to comply with sanctions or financial crime laws.

Any freeze or restriction may be permanent where required by law.

D. Cooperation with Authorities

We may cooperate with law enforcement, regulators, courts, and other governmental authorities in connection with investigations, subpoenas, court orders, sanctions requirements, or other lawful requests. We may disclose information relating to SOFID transactions or users to the extent required or permitted under applicable law.

Nothing in these Terms obligates us to provide advance notice of any investigation, monitoring activity, or enforcement action where such notice is restricted by law or regulatory requirement.

E. Risk-Based Restrictions

To manage legal, regulatory, or operational risk, we may in our discretion impose risk-based restrictions, enhanced due diligence requirements, or additional compliance measures on certain users, wallet addresses, blockchain networks, or transaction types.

F. No Waiver of Regulatory Authority

Nothing in these Terms limits the authority of any applicable regulatory agency or authority over us or our obligation to comply with supervisory guidance, examination findings, or regulatory directives. Nothing in these Terms shall be interpreted to limit or restrict any action taken by us at the direction of, or in coordination with, our primary federal regulator or other governmental authority.

G. Restricted Transactions

We may delay, block, freeze, restrict, reverse, or refuse to process (to the extent possible under the Terms and applicable law) any issuance or redemption request, and we may apply Administrative Controls to SOFID, where we determine in our sole discretion that a transaction, wallet address, counterparty, jurisdiction, or activity: (i) violates or may violate applicable law, regulation, sanctions, or supervisory expectations; (ii) involves Prohibited Activity or an Excluded Person; (iii) presents elevated fraud, financial crime, cybersecurity, operational, or safety and soundness risk; (iv) involves mixers, tumblers, or other obfuscation services; (v) involves stolen, hacked, or otherwise suspicious funds; (vi) is associated with a security incident, Supported Blockchain disruption, or smart contract exploit; or (vii) is required to be restricted by legal process or governmental directive.

We are not responsible for any losses arising from such actions taken in good faith and consistent with applicable law.

VI. Fees

A. Fees Generally

We may, in our discretion and subject to applicable law, impose fees in connection with SOFID, including fees related to issuance and redemption.

Any such fees, if applicable, will be disclosed in a commercially reasonable manner prior to becoming effective.

We may establish, modify, or eliminate fees at any time, subject to applicable law and reasonable notice where required.

B. Third-Party and Network Fees

Transactions involving SOFID on Supported Blockchains may be subject to:

- Network or “gas” fees imposed by the Supported Blockchain; and
- Fees charged by exchanges, custodians, wallet providers, or other third parties.

Such fees are determined by the applicable Supported Blockchain or third party and are not controlled or imposed by us.

VII. Modification, Suspension, or Discontinuation of SOFID

In our sole discretion, we may modify, replace, upgrade, or migrate SOFID, in whole or in part, including by:

- Deploying updated smart contracts;
- Supporting new blockchain networks;
- Discontinuing support for existing networks; or
- Transitioning to a successor version of SOFID.

We may deploy updated smart contracts or migrate SOFID to a successor contract, protocol, or Supported Blockchain. Where practicable, we will provide notice and reasonable instructions regarding migration. If you do not follow applicable migration instructions, your SOFID may not be supported by certain interfaces, services, or third-party platforms, and you may lose the ability to access or transfer such SOFID using those tools.

We may suspend or discontinue the issuance of new SOFID, or may cease supporting SOFID altogether, if we determine, in our sole discretion, that such action is necessary or appropriate due to:

- Changes in applicable law or regulation;
- Supervisory or regulatory directives;
- Material security vulnerabilities;
- Operational or technological risks;
- Safety and soundness considerations; or

- Other material legal or systemic concerns.

Where practicable and consistent with applicable law, we shall provide reasonable notice of any material discontinuation.

In the event we determine to discontinue SOFID, we will establish procedures for the orderly wind-down of SOFID, including procedures for redemption directly for SoFi Customers for a specified period of time.

We shall not be liable for any losses arising from the modification, suspension, or discontinuation of SOFID, provided such action is taken in good faith and in compliance with applicable law.

Nothing in these Terms obligates us to maintain SOFID indefinitely.

VIII. Not a Security; No Security Entitlement

A. No Securities or Investment Representation

SOFID is intended to function as a payment and settlement instrument and is not offered or marketed by us as a security, commodity interest, or investment contract, and these Terms do not constitute an offer to sell or the solicitation of an offer to buy any security. Regulatory treatment of SOFID may vary by jurisdiction and may change over time based on legislation, regulation, supervisory guidance, or the views of governmental authorities. You are solely responsible for determining whether your acquisition, holding, use, transfer, or other activity involving SOFID is lawful in your jurisdiction and consistent with your own compliance obligations.

B. No Security Entitlement; No Article 8 Treatment

Unless expressly stated otherwise in a separate written agreement with us that provides for custodial holding or book-entry treatment, SOFID held on a Supported Blockchain is not held for you in a “securities account,” does not constitute a “financial asset,” and is not credited to you as a “security entitlement,” each as those terms are used in Article 8 of the Uniform Commercial Code (or any analogous law). Any custodial or account-based holding of SOFID on the SoFi Platform, including any book-entry or intermediary holding arrangements, will be governed by separate written agreements and may be treated differently for purposes of applicable commercial law.

IX. Disclaimers; Risks

Your acquisition, holding, buying, selling, transferring, or other use of SOFID involves significant risks. You represent that you have read, understood, and agreed to the SOFID Risk Disclosure, which is incorporated herein by reference and may be updated from time to time without advance notice to reflect evolving market, regulatory, and operational risks. The most current version will govern your use of SOFID. Some of those risks are included in these Terms throughout and below for your convenience only and do not replace the full SOFID Risk Disclosure.

Without limitation:

- SOFID is not a deposit and is not insured by the FDIC or SIPC;
- Redemption is available only to SoFi Customers and may be suspended or limited;
- SOFID may trade above or below $1.00 on secondary markets;
- Blockchain transactions are irreversible;
- We may block or freeze SOFID to comply with sanctions or legal obligations;
- Regulatory changes may materially affect SOFID;
- We have no obligation to support forks, airdrops, or other blockchain network events;
- Transactions involving SOFID may result in taxable gains or losses, income recognition, or reporting obligations;
- Sending SOFID to an incorrect address or unsupported blockchain or smart contract may result in permanent loss; and
- Loss of private keys or wallet access may result in permanent loss.

This list, and the risks incorporated herein at SOFID Risk Disclosure, are not exhaustive and are intended to highlight examples of applicable risks. You are solely responsible for evaluating whether use of SOFID is appropriate for you.

To the fullest extent permitted by law, we disclaim liability to you for any losses you incur arising from such risks, as further described in Section XI (Disclaimer of Warranties; Limitation of Liability).

X. Limited License

A. Ownership of Content

We and our licensors own all right, title, and interest in and to:

- the SoFi, SoFiUSD, and SOFID names, logos, trademarks, service marks, and branding;
- the SoFi Platform;

- related software, smart contracts (to the extent proprietary), APIs, documentation, and technical materials; and
- all text, graphics, images, data compilations, price and market data, software, and other materials made available by us in connection with SOFID (collectively, the "Content").

The Content is protected by United States and international intellectual property laws and other applicable proprietary rights.

Nothing in these Terms transfers any ownership interest in the foregoing to you.

B. Limited License to Use Services and Content

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Content solely for lawful purposes in connection with your use of SOFID.

This license does not include the right to:

- copy, reproduce, modify, distribute, display, publish, create derivative works from, or otherwise exploit the Content;
- reverse engineer, decompile, or attempt to extract source code from any proprietary software;
- use automated systems to access or scrape the SoFi Platform;
- use the SoFi, SoFiUSD, or SOFID names, trademarks, or branding without our prior written consent; or
- use the Content for commercial purposes beyond those expressly permitted by us.

C. No License to Blockchain Protocols or Third-Party Materials

SOFID operates on Supported Blockchains that we do not own or control.

Nothing in these Terms grants you:

- any ownership interest in any blockchain protocol;
- any rights in third-party software, open-source components, or network infrastructure; or
- any intellectual property rights except as expressly set forth herein.

Use of Supported Blockchains or third-party services may be subject to separate terms and conditions imposed by such third parties.

D. Revocation or Suspension of License

We may suspend or revoke your license to access or use the Content if you violate these Terms or applicable law.

E. Feedback

If you provide suggestions, comments, or other feedback regarding SOFID ("Feedback"), you grant us a perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate such Feedback without restriction or obligation.

F. Permitted Brand Use; Restrictions

Subject to your compliance with these Terms, you may use the names "SoFiUSD" and "SOFID" solely for truthful, non-misleading nominative purposes to identify or describe the functionality of SOFID. You may not, without our prior written consent: (i) use any SoFi marks, logos, or branding in a manner that implies sponsorship, endorsement, affiliation, partnership, or agency; (ii) use any confusingly similar name, mark, domain name, social handle, or branding; (iii) alter, obscure, or remove any proprietary notices; or (iv) use our marks in connection with any Prohibited Activity or any unlawful, deceptive, or abusive use.

We may revoke or limit this permission at any time in our sole discretion, including to protect users or mitigate legal, compliance, or reputational risk.

XI. Disclaimer of Warranties; Limitation of Liability

A. Disclaimer of Warranties

SOFID is provided on an "as is" and "as available" basis.

To the fullest extent permitted by applicable law, we disclaim all warranties, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade.

Without limiting the foregoing, we do not warrant or represent that:

- SOFID will be uninterrupted, timely, secure, or error-free;
- any Supported Blockchain will function without delay, congestion, forks, vulnerabilities, or other disruption;
- defects or errors will be corrected;

- SOFID will maintain a one-to-one value relative to USD in secondary markets; or
- any exchange, platform, wallet provider, or third party will support or provide liquidity for SOFID.

We do not control Supported Blockchains or third-party service providers and make no representations or warranties regarding their performance, security, or reliability.

Nothing in this Section excludes or limits any warranty that cannot be excluded or limited under applicable law.

B. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOFI OR ANY OF ITS AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, ANTICIPATED SAVINGS, OR DATA, ARISING OUT OF OR RELATING TO SOFID, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, WE SHALL NOT BE LIABLE FOR ANY LOSS RESULTING FROM: (I) UNAUTHORIZED ACCESS TO OR USE OF WALLETS, PRIVATE KEYS, OR CREDENTIALS; (II) ERRORS IN BLOCKCHAIN TRANSACTIONS, INCLUDING TRANSFERS TO INCORRECT WALLET ADDRESSES; (III) THE OPERATION, FAILURE, OR SECURITY OF ANY SUPPORTED BLOCKCHAIN OR THIRD-PARTY SERVICE; OR (IV) ACTIONS TAKEN IN GOOD FAITH TO COMPLY WITH APPLICABLE LAW, REGULATION, SANCTIONS REQUIREMENTS, REGULATORY DIRECTIVES, OR SUPERVISORY GUIDANCE OR REGULATORY EXPECTATIONS.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS ($100) OR THE AMOUNT OF FEES PAID TO US BY YOU IN CONNECTION WITH SOFID IN THE PRECEDING TWELVE (12) MONTHS.

IF YOU ARE DISSATISFIED WITH SOFID, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE HOLDING AND USE OF SOFID.

C. Basis of the Bargain

You acknowledge that the disclaimers and limitations of liability set forth in this Section are an essential basis of the agreement between you and us and reflect a reasonable allocation of risk.

XII. Indemnification

You agree to indemnify, defend, and hold harmless SoFi and all of its affiliates, and their respective officers, directors, employees, agents, and licensors (collectively, the "Indemnified Parties"), from and against any and all claims, demands, actions, proceedings, investigations, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- your acquisition, holding, transfer, redemption, or other use of SOFID;
- your violation of these Terms;
- your violation of any applicable law, regulation, sanctions program, or regulatory requirement;
- your use of SOFID in connection with any Prohibited Activity;
- any dispute between you and any third party relating to SOFID, including disputes arising from secondary market transactions or blockchain transfers; or
- your misuse of the SoFi name, trademarks, Content, or other intellectual property.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate fully with us in asserting any available defenses.

Your indemnification obligations shall not apply to the extent that a claim arises from the gross negligence or willful misconduct of an Indemnified Party.

The obligations set forth in this Section shall survive the termination of these Terms and your use of SOFID.

XIII. Disputes; No Jury Trial; No Class Actions

A. Governing Law

These Terms and any dispute, claim, or controversy arising out of or relating to SOFID or these Terms (collectively, "Disputes") shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles, except to the extent preempted by federal law.

B. Exclusive Forum

Except to the extent a separate written agreement between you and us provides otherwise, you agree that any Dispute shall be brought exclusively in the state or federal courts located in the State of New York, County of New York.

You irrevocably:

- Submit to the personal jurisdiction of such courts;
- Waive any objection based on improper venue or forum non conveniens; and
- Agree that service of process may be effected in any manner permitted by applicable law.

Nothing in this Section limits our ability to seek injunctive or equitable relief in any court of competent jurisdiction to protect our intellectual property, confidential information, or to enforce rights under these Terms generally.

C. Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO SOFID, THESE TERMS, OR ANY DISPUTE.

D. Time to Bring Claims

To the fullest extent permitted by applicable law, any Dispute must be commenced within one (1) year after the events giving rise to the Dispute first occur. If applicable law prohibits application of this limitation to a particular claim, then this limitation shall apply to the maximum extent permitted for that claim.

E. No Class or Representative Actions

To the fullest extent permitted by applicable law, any Dispute by you shall be brought solely in an individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, representative, or private attorney general proceeding.

You agree that:

- No Dispute shall be joined or consolidated with any other claim or proceeding without our prior written consent; and
- To the extent permitted by applicable law, no court shall certify any form of representative or class proceeding arising out of or relating to SOFID.

If this class action waiver is found unenforceable with respect to any particular claim, such claim shall proceed in court, but the remainder of this Section shall remain in full force and effect.

F. Regulatory and Governmental Actions

Nothing in this Section limits:

- The authority of any federal or state regulatory agency over us; or
- Our ability to comply with lawful governmental or regulatory directives.

G. Survival

This Section XIII shall survive termination of these Terms and your acquisition, holding, buying, selling, transferring, or other use of SOFID.

XIV. Amendments

A. Right to Amend

We may amend, modify, or update these Terms from time to time to reflect:

- changes in applicable law or regulation;
- supervisory guidance or regulatory expectations;
- changes to SOFID or Supported Blockchains;
- operational, security, or risk-management considerations; or
- other business or legal developments.

You agree that we shall not be liable to you or any third party as a result of any losses suffered by any modification or amendment of these Terms.

B. Notice of Amendments

Material amendments will be communicated through reasonable notice mechanisms, which may include:

- Posting updated Terms on the SoFi Platform;
- Updating the effective date at the top of these Terms; or
- Other methods determined by us to provide reasonable notice.

Unless otherwise required by applicable law, amendments will become effective on the date specified in the updated Terms.

C. Continued Use Constitutes Acceptance

Your continued acquisition, holding, buying, selling, transferring, or other use of SOFID after the effective date of any amendment constitutes your acceptance of the amended Terms.

If you do not agree to the amended Terms, your sole and exclusive remedy is to terminate your use of SOFID.

D. No Retroactive Effect

Unless expressly required by applicable law, amendments will not apply retroactively to claims arising prior to the effective date of the amendment.

XV. Miscellaneous

A. Entire Agreement

These Terms, together with the Additional Terms incorporated by reference, constitute the entire agreement between you and us with respect to SOFID and supersede all prior or contemporaneous communications, understandings, or agreements relating thereto. You acknowledge that you have not relied on any representation, warranty, statement, or information other than as expressly set forth in these Terms and the incorporated disclosures.

B. Assignment

We may assign or transfer our rights and obligations under these Terms, in whole or in part, without your consent, including in connection with:

- a merger, acquisition, corporate reorganization, or change in control;
- the designation of a new or substitute issuer of SOFID; or
- compliance with applicable law or regulatory requirements.

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. Any attempted assignment in violation of this Section shall be void.

C. No Third-Party Beneficiaries

Except as expressly provided in these Terms, no person or entity other than you and us shall have any right to enforce any provision of these Terms.

D. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable,

or, if not possible, severed from these Terms. The remaining provisions shall remain in full force and effect.

E. No Waiver

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

F. Survival

All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to general use of SOFID, use of the SoFi Platform, disputes with us, and miscellaneous provisions, shall survive the termination or expiration of these Terms and shall continue to be binding upon you and your successors or representatives.

G. Force Majeure

We shall not be liable for (i) force majeure or other events beyond our control, including without limitation any failure, default, or delay in performance resulting from computer or software or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, strikes, failure of common carrier or utility systems, severe weather, breakdown in communications not reasonably within our control, cyber incidents, internet or telecommunications failures, failures, disruptions, forks, or other issues affecting Supported Blockchains, pandemics, natural disasters, or other causes commonly known as “acts of god,” whether or not any such cause was reasonably foreseeable; or (ii) general market conditions unrelated to any violation of these Terms by us. Our obligations shall be suspended for the duration of any such event and resume upon its cessation.

H. Electronic Communications; Notices

You consent to receive communications, disclosures, and notices relating to SOFID electronically, including through posting on the SoFi Platform, through in-product notices, or by other electronic means.

We may provide notice by posting updated Terms or other disclosures on the SoFi Platform or by making them otherwise publicly available. Where we state that we will provide notice in a “commercially reasonable manner,” you agree that such notice may include posting on the SoFi Platform, and such posting will be deemed effective when made available.

I. Relationship of the Parties; No Agency

Nothing in these Terms creates or shall be deemed to create any partnership, joint venture, agency, fiduciary, advisory, or employment relationship between you and us. You have no authority to bind us or act on our behalf.

We do not act as your agent, broker, trustee, fiduciary, custodian, or advisor with respect to SOFID.

J. Descriptive Headings

The section headings are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in these Terms nor affect the interpretation of any provision hereto.

K. Recordkeeping

You acknowledge and agree that: (i) records maintained by us, our service providers, or applicable Supported Blockchains, including transaction hashes, wallet address records, system logs, communications, and audit trails, may be used to establish the occurrence, timing, and details of transactions and other activity relating to SOFID; and (ii) our books and records relating to SOFID shall be admissible in any Dispute and may be relied upon, subject to applicable law.

Certain transactions may be deemed complete when recorded on the applicable Supported Blockchain, which may differ from when a transaction was initiated or displayed through an interface.