

Online Account Terms & Conditions

PAA CAPITAL LLC

COMPANY	PAA CAPITAL LLC, a Montana limited liability company (Secretary of State file no. C1656946)
REGISTERED OFFICE	1001 S Main St, Ste 49, Kalispell, MT 59901, USA
STATUS	Money services business registered with the U.S. Financial Crimes Enforcement Network (FinCEN), MSB Registration No. 31000344044610
CONTACT	support@paacapital.com · compliance@paacapital.com · dpo@paacapital.com · +1 305 850 6564
DOCUMENT	PC-TC-002 · Version 2.1 · 26 October 2026

1) Agreement & Acceptance

By ticking the acceptance box in our online application, creating an account, clicking ACCEPT, or using the online account services of PAA CAPITAL (the "Services"), you agree to these Terms & Conditions (the "Terms"). If you do not agree, do not use the Services.

2) Definitions

- Account: your online account with PAA CAPITAL.
- Customer / you: the applicant or authorized user of the Services.
- PAA CAPITAL / we: PAA CAPITAL LLC and, where they provide parts of the Services, its affiliates within PAA CAPITAL GROUP.
- Virtual Asset Services: services relating to virtual assets, where offered and permitted by applicable law.
- Business Day: Monday to Friday, excluding U.S. federal holidays.

3) Eligibility

- You must be at least 18 years old and legally capable of entering into contracts.
- Accounts may be opened by legal entities through authorized representatives.
- Within the United States, we currently serve only individuals resident in, and businesses established in, the State of Montana.
- We do not provide Services to persons or entities located in comprehensively sanctioned countries or listed on applicable sanctions lists, and we may decline or terminate access where prohibited by law.

4) Provision of Services

4.1 We provide online multi-currency accounts, international payments and related services as described on our website and in your dashboard. 4.2 PAA CAPITAL LLC is a money services business. Balances held in your Account are not bank deposits and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other deposit insurance scheme. 4.3 We may add, change, suspend or discontinue features at any time to comply with law, manage risk or improve the Services. 4.4 Certain features may require you to agree to additional terms, shown in the platform.



5) Application, Identity Verification & Your Responsibilities

5.1 You must complete our application at <https://onboarding.paacapital.com> and our identity verification, and keep your information accurate and up to date. 5.2 You authorize us to perform identity, sanctions, politically exposed person (PEP) and adverse-media screening and ongoing monitoring, and to request additional documents where our risk-based measures require it. 5.3 Record retention: we retain identification and transaction records for at least five (5) years, as required by the U.S. Bank Secrecy Act, and longer where other laws require it. 5.4 You agree not to use the Services for unlawful, fraudulent or sanctioned activities.

6) Security & Access

6.1 You are responsible for your devices, internet connection and security controls. 6.2 Keep your credentials confidential, enable two-factor authentication (2FA), log out after each session, and notify us immediately of any compromise or suspected fraud through the in-platform messages or our support contacts. 6.3 We may block, hold or reverse transactions and/or suspend access to protect you and to comply with law.

7) Fees & Pricing

Current fees, FX margins and charges are set out at <https://paacapital.com/pricing/> and may change. Changes take effect when posted unless stated otherwise.

8) Payments, Transfers & Cut-Off Times

8.1 Authorization: submitting a payment order constitutes your authorization. Make sure payee details, amounts and references are correct. 8.2 Processing times: we process payments on Business Days. Orders received after the posted cut-off time may be treated as received on the next Business Day. Estimated value dates are shown before you confirm. 8.3 Limits: transaction and account limits apply and may vary by risk and verification status. 8.4 Foreign exchange: we disclose the applicable exchange rate and any margin before execution, where applicable. 8.5 Errors: contact us promptly if you identify an error. We will investigate and correct or credit where appropriate. 8.6 Unauthorized activity: tell us immediately if you suspect unauthorized use. Your liability may be limited where you notify us promptly and have not acted with gross negligence or fraudulently. 8.7 Remittance transfers: if you are a consumer in the United States sending an international transfer for personal, family or household purposes, you have the disclosure, cancellation and error-resolution rights provided under Regulation E, Subpart B (12 CFR Part 1005).

9) Communications & Electronic Signatures

We deliver notices electronically (in the platform, by email or SMS). You agree that electronic records and signatures, including click-to-accept, are legally binding and satisfy any requirement for a writing, in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act).

10) Data Protection & Privacy

10.1 We process personal data in accordance with applicable U.S. federal and state law, including the Gramm-Leach-Bliley Act, and, where applicable, the EU General Data Protection Regulation (GDPR). 10.2 Our Privacy & Data Protection Notice explains how we collect, use, share, transfer and retain data and describes your rights. You must read and accept it during sign-up. 10.3 Marketing communications require your separate opt-in consent, which you can withdraw at any time.

11) AML/CFT & Sanctions Compliance

11.1 We maintain a risk-based anti-money-laundering and countering-the-financing-of-terrorism program under the U.S. Bank Secrecy Act, including customer identification, ongoing monitoring, sanctions and PEP screening, transaction monitoring, reporting to the competent authorities, and record retention of at least five years. 11.2 We may delay, decline, freeze or reverse transactions, and suspend or terminate the Services



without prior notice, where we reasonably suspect fraud, financial crime, sanctions exposure or a breach of law. Where permitted by law, we will inform you afterwards.

12) Third-Party Services

Some features rely on third-party providers, such as payment networks, banks and cloud service providers. Your use may be subject to their terms. We are not responsible for third-party outages or events beyond our control.

13) Intellectual Property & License

The platform, content, trademarks and software are owned by PAA CAPITAL or its licensors. We grant you a limited, non-exclusive, non-transferable license to use the Services for lawful purposes. Reverse engineering and scraping are prohibited.

14) Availability, Maintenance & Force Majeure

We aim for high availability but do not guarantee uninterrupted service. Planned maintenance will be communicated where practicable. We are not liable for delays or failures caused by events beyond our reasonable control.

15) Complaints & Disputes

15.1 Please contact our Support first, through the messages in your dashboard or as described in our Customer Dispute Resolution Policy at <https://paacapital.com/customer-dispute-resolution-policy/>. 15.2 If your complaint is not resolved, you may contact the Consumer Financial Protection Bureau (www.consumerfinance.gov) or the competent authority in your country of residence. This does not limit your right to go to court.

16) Limitation of Liability

To the maximum extent permitted by law, we are not liable for indirect, incidental, special or consequential loss, loss of profits, or loss caused by events beyond our control. Nothing limits liability for fraud or willful misconduct.

17) Term & Termination

Either party may terminate on 30 days' written notice. We may terminate immediately for risk, legal or regulatory reasons. Upon termination, you must stop using the Services and settle any outstanding amounts. Provisions on privacy, AML/CFT, intellectual property, fees due and limitation of liability survive termination.

18) Changes to these Terms

We may amend these Terms. Changes take effect when posted in the platform or on our website. Continued use of the Services constitutes acceptance.

19) Governing Law & Jurisdiction

These Terms are governed by the laws of the State of Montana, USA, and applicable U.S. federal law. The state and federal courts located in Flathead County, Montana, have exclusive jurisdiction. Mandatory consumer protection laws of your country of residence remain unaffected.

20) Contact

PAA CAPITAL LLC 1001 S Main St, Ste 49, Kalispell, MT 59901, USA Email: support@paacapital.com Phone: +1 305 850 6564 Website: <https://paacapital.com>