



# Account Suspension, Freezing, and Closure Policy

**Effective Date:** April 13, 2026

This Account Suspension, Freezing, and Closure Policy ("Policy") explains how Baldivicio may restrict, suspend, freeze, review, or close accounts, and what users should understand about the consequences of those actions.

This Policy is intended to help users understand the circumstances in which Baldivicio may apply account-level controls, how those controls may affect access to balances and services, what may happen during review, and how closure may occur.

Please read this Policy carefully. It should be read together with Baldivicio's Terms of Service, Privacy Policy, Acceptable Use Policy, Deposit Insurance Disclosure, Customer Identification Program Notice, Reserve and Transparency Attestation, E-Sign Consent and Electronic Communications Agreement, Irreversible Transactions Disclosure, Fee Schedule and Schedule of Charges, System Outage and Degradation Policy, and other applicable notices made available through the Baldivicio mobile application.

By opening an account, using Baldivicio, or continuing to use the service, you acknowledge that you have read and understood this Policy.

## 1. Nature of the Service

Baldivicio is a digital financial services platform made available through its mobile application.

Baldivicio currently supports USDC-only activity on Ethereum Mainnet through a custodial model. Baldivicio holds and manages private keys on behalf of users. Certain fiat-to-digital-asset and digital-asset-to-fiat services connected to the Baldivicio experience may be provided in whole or in part by third-party providers, including Banxa.

As a result, account access, transfers, funding, payout, withdrawal, and closure outcomes may depend on a combination of:

- Baldivicio's internal controls and operational systems;
- blockchain network conditions;
- fraud, compliance, and security review;
- legal or regulatory requirements; and
- third-party provider processes where applicable.

## 2. Purpose of This Policy

Baldivicio may apply account restrictions to:

- protect users and the platform;
- prevent fraud, scams, misuse, or unauthorized activity;

- comply with legal and regulatory obligations;
- respond to security events or operational concerns;
- preserve evidence or records relevant to review or investigation;
- manage risk associated with suspicious, inconsistent, or prohibited activity; and
- support orderly account closure where required or requested.

Nothing in this Policy limits Baldivicio's rights under its Terms of Service, Acceptable Use Policy, or applicable law.

## 3. Definitions

For purposes of this Policy:

### 3.1 Restriction

A **Restriction** means a limitation placed on some account functions without fully disabling the account. Restrictions may affect specific features, transfers, withdrawals, access methods, or transaction types.

### 3.2 Suspension

A **Suspension** means a temporary interruption or disabling of part or all account access or functionality pending review, remediation, investigation, verification, or operational resolution.

### 3.3 Freeze

A **Freeze** means an account-level or balance-level hold that prevents some or all movement, transfer, withdrawal, conversion, or use of funds or account features for a period of time.

### 3.4 Closure

A **Closure** means termination or deactivation of the account, whether requested by the user, initiated by Baldivicio, required by law, or resulting from the operational design of the service.

### 3.5 Review

A **Review** means any compliance, fraud, security, legal, operational, or account-integrity assessment conducted by Baldivicio or, where applicable, involving third-party provider processes.

## 4. Types of Account Actions

Baldivicio may apply one or more of the following actions alone or in combination:

- restrict specific features;
- delay or refuse transactions;
- place temporary holds on funds or activity;
- suspend all or part of account access;
- freeze balances or withdrawals;
- require additional information or verification;
- limit access pending reconciliation or investigation;
- close the account; or
- preserve records and cooperate with lawful authorities.

The action selected may depend on the nature of the issue, the urgency of risk, legal requirements, the stage of transaction processing, and available operational information.

# 5. Circumstances That May Result in Restriction, Suspension, Freeze, or Closure

Baldivicio may take action where it reasonably believes such action is appropriate in connection with issues including, but not limited to:

## 5.1 Identity Verification and Onboarding Issues

This may include situations where:

- required identity verification is incomplete;
- submitted information appears false, inconsistent, outdated, or incomplete;
- additional documentation is requested but not provided;
- the account cannot be satisfactorily verified;
- onboarding review remains unresolved; or
- continued service would be inappropriate pending eligibility review.

## 5.2 Fraud, Scam, or Security Concerns

This may include situations involving:

- suspected unauthorized access;
- account takeover concerns;
- compromised credentials or device concerns;
- phishing, impersonation, or social-engineering exposure;
- suspicious transfer requests;
- abnormal access or activity patterns;
- suspected duplicate or manipulated account activity; or
- other indicators of fraud or misuse.

## 5.3 Compliance, Legal, and Regulatory Concerns

This may include:

- sanctions screening concerns;
- suspicious activity review;
- legal or regulatory requests;
- law-enforcement cooperation requirements;
- court orders, subpoenas, or similar legal process;
- source-of-funds or source-of-wealth concerns;
- prohibited-use concerns under the Acceptable Use Policy; or
- jurisdiction-based restrictions or legal ineligibility.

## 5.4 Operational or System Integrity Concerns

This may include:

- transaction-state uncertainty;
- reconciliation issues;
- suspected duplicate processing;
- abnormal system behavior affecting account state;
- post-incident review after outage or degradation events;
- external dependency failures; or
- other circumstances where temporary controls are necessary to preserve service integrity.

## 5.5 User-Initiated or Service-Design Reasons

This may include:

- a user request to close the account;
- inability to continue providing service in a legally or operationally acceptable way;
- withdrawal of required consents where continued service is not practical;
- prolonged inactivity where permitted by law and the Terms; or
- discontinuation of specific account functionality or service support.

## 6. Restrictions Short of Full Suspension or Closure

Baldivicio may choose to apply limited restrictions instead of immediately suspending or closing the account.

Examples include:

- disabling outbound transfers while allowing balance viewing;
- limiting access to funding, withdrawal, or payout functions;
- restricting changes to profile or account settings;
- requiring additional review before certain destinations can be used;
- temporarily pausing conversion-related activity involving third-party providers; or
- allowing limited access while documentation or review remains pending.

A restricted account may remain usable for some purposes while other functionality is disabled.

## 7. Account Suspension

Baldivicio may suspend part or all of an account on a temporary basis where it reasonably determines that suspension is necessary.

During suspension, the user may experience one or more of the following:

- inability to sign in or complete certain actions;
- inability to initiate supported transfers;
- inability to use some or all funding or payout functions;
- delayed or disabled withdrawal access;
- paused onboarding or verification progression;
- limited visibility into some account features while review is underway; or
- temporary inability to close the account until review is complete.

A suspension may remain in place until Baldivicio determines that the issue has been resolved, adequately mitigated, or otherwise disposed of.

## 8. Freezing of Accounts or Funds

Baldivicio may freeze all or part of an account or associated balances where it determines a freeze is appropriate for security, compliance, legal, investigative, fraud-prevention, or operational reasons.

A freeze may apply to:

- the entire account;
- specific balances;
- outbound transfers only;
- withdrawals or payout functions only;
- specific transaction categories; or

- features linked to third-party provider processes.

A freeze may prevent funds from being moved, transferred, converted, withdrawn, or otherwise used until the relevant review, operational issue, or legal basis is resolved.

## 9. Notice of Restriction, Suspension, Freeze, or Closure

Where appropriate and legally permitted, Baldivicio may provide notice of an account action through one or more of the following:

- the mobile application;
- email;
- in-app prompts or messages; or
- other electronic communications channels permitted by law.

However, Baldivicio may act without prior notice where it reasonably determines that immediate action is necessary to:

- protect users or the platform;
- respond to fraud or security risk;
- comply with legal obligations;
- avoid interference with an investigation;
- preserve evidence or account integrity; or
- address urgent operational concerns.

Baldivicio may also limit the detail it provides where fuller disclosure would increase risk, compromise security, or conflict with legal requirements.

## 10. Effect on Balances and Transactions

Restriction, suspension, freezing, or closure may affect how balances and transactions are handled.

For example:

- balances may remain visible but not movable;
- pending transactions may remain under review;
- transfers may be delayed, declined, or canceled before execution where feasible;
- completed transactions may remain irreversible under the Irreversible Transactions Disclosure;
- access to some or all funds may be delayed while legal, compliance, security, or operational review is completed; or
- payout or off-ramp outcomes may depend in part on Banxa or other third-party provider processing where applicable.

A frozen or suspended account does not necessarily mean that all displayed balances are immediately available for movement or withdrawal.

## 11. Third-Party Provider Dependencies

Where funding, payout, conversion, off-ramp, or related settlement functions involve Banxa or another third-party provider, account restrictions or closure outcomes may depend in part on that provider's own:

- compliance review;
- approval and denial processes;
- operational timing;

- settlement stages; and
- cancellation or completion rules.

Baldivicio does not guarantee that third-party-dependent processes can be accelerated, reversed, or completed within any specific timeframe during suspension, freeze, or closure events.

## 12. User Responsibilities During Review or Restriction

If Baldivicio applies an account restriction or review, the user may be required to:

- provide additional information or documentation;
- confirm identity or account ownership;
- respond to support or compliance requests;
- explain transaction activity or destination details;
- update stale or incomplete records; or
- cooperate with reasonable security, fraud, or legal review measures.

Failure to cooperate may result in extended restrictions, additional controls, or account closure where permitted by law and the Terms.

## 13. User-Requested Account Closure

A user may request closure of an Baldivicio account through the official support channel or through any closure mechanism made available in the service.

However, account closure may not be immediate and may remain subject to:

- completion of pending transactions;
- fraud, compliance, or security review;
- operational checks;
- recordkeeping or legal obligations; and
- third-party provider processing where applicable.

Before closure can be completed, the user may be required to drain the remaining wallet balance by either:

- sending supported USDC to another supported account or compatible destination, where available; or
- using an available off-ramp process through a third-party provider such as Banxa, where applicable.

As described in the Fee Schedule and Schedule of Charges, an **Account Closure Fee of \$2.00** may apply when a user requests closure of an Baldivicio account.

## 14. Baldivicio-Initiated Closure

Baldivicio may close an account where it reasonably determines that closure is appropriate or necessary, including in circumstances involving:

- violation of the Acceptable Use Policy or Terms of Service;
- unresolved identity or eligibility issues;
- repeated fraud, scam, or security concerns;
- legal or regulatory requirements;
- prolonged or unresolved review issues;
- inability to safely continue providing service;
- misuse of the platform; or

- withdrawal of required consents where continued service is not practical.

Where permitted and appropriate, Baldivicio may provide notice of closure. In some cases, closure may occur without prior notice.

## 15. Effect of Account Closure

Following account closure:

- access to the account may be disabled or limited;
- some records may remain available only for a limited time or through support channels;
- balances may remain subject to pending review, legal hold, operational reconciliation, or third-party process completion;
- completed transactions remain subject to the Irreversible Transactions Disclosure;
- unresolved issues may delay final closure processing; and
- Baldivicio may retain required records in accordance with law, policy, and operational needs.

Closure does not necessarily eliminate legal, compliance, recordkeeping, or investigative obligations associated with the account.

## 16. No Right to Immediate Release, Reinstatement, or Closure Completion

Users should not assume that a restricted, suspended, frozen, or closing account will be restored, released, or finalized immediately upon request.

Timing may depend on:

- fraud, security, or compliance review;
- legal obligations or investigative requirements;
- pending transaction state;
- outage or reconciliation considerations;
- third-party provider processing; and
- other operational constraints.

Baldivicio does not guarantee a specific timeframe for release of restrictions, reinstatement of account functionality, or closure completion unless otherwise required by law.

## 17. Reinstatement After Restriction or Suspension

Baldivicio may, but is not required to, restore some or all account functionality where it determines that the underlying issue has been resolved or adequately mitigated.

Reinstatement may be conditioned on:

- successful verification;
- updated account information;
- user cooperation with review requests;
- satisfaction of security measures;
- completion of operational review; or
- other conditions Baldivicio reasonably considers necessary.

Partial restoration may occur before full restoration, and some features may remain limited even if the account is otherwise restored.

## 18. Legal Process, Investigations, and Preservation Rights

Baldivicio may preserve records, restrict activity, and maintain freezes or suspensions where it believes doing so is necessary or appropriate in connection with:

- legal process;
- law-enforcement cooperation;
- fraud investigations;
- sanctions or suspicious activity review;
- evidentiary preservation;
- dispute handling; or
- protection of users and the platform.

Nothing in this Policy obligates Baldivicio to disclose the full existence, scope, or basis of every review, investigation, or legal hold where such disclosure is not legally required.

## 19. Relationship to Other Policies

This Policy operates together with, and does not replace, Baldivicio's:

- Acceptable Use Policy;
- Customer Identification Program Notice;
- Deposit Insurance Disclosure;
- Irreversible Transactions Disclosure;
- Fee Schedule and Schedule of Charges;
- System Outage and Degradation Policy; and
- Terms of Service.

If a transaction has already been executed or completed, the existence of a freeze, suspension, or closure does not by itself create a right of reversal or recovery.

## 20. No Waiver of Rights

Failure by Baldivicio to restrict, suspend, freeze, or close an account immediately in one circumstance does not waive its right to take later action.

Baldivicio may take action at any time where it reasonably believes it is necessary or appropriate under its policies, the Terms, or applicable law.

## 21. Changes to This Policy

Baldivicio may update this Policy from time to time to reflect changes in service design, legal obligations, third-party arrangements, operational processes, account-control practices, or risk-management requirements.

If material changes are made, Baldivicio may provide notice through the mobile application, by email, or through other appropriate channels.

## 22. Final Acknowledgment

By using Baldivicio, you acknowledge and understand that:

- Baldivicio may restrict, suspend, freeze, review, or close accounts where it reasonably determines such action is appropriate;
- account restrictions may affect access, transfers, withdrawals, payouts, funding, and other supported functions;
- some account outcomes may depend in part on Banxa or other third-party provider processes where applicable;
- user-requested closure may require the wallet balance to be drained before closure can be completed;
- an Account Closure Fee of \$2.00 may apply in accordance with the Fee Schedule and Schedule of Charges; and
- Baldivicio may delay, limit, or refuse reinstatement, release, or closure completion where necessary for security, legal, compliance, operational, or third-party reasons.

If you do not understand or accept the possibility of account restriction, freezing, suspension, review, or closure, you should not use Baldivicio until you obtain additional clarification or independent professional advice.