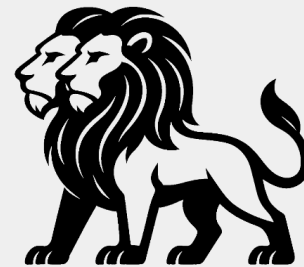


BALDIVICIO & CO.



System Outage and Degradation Policy

Effective Date: April 13, 2026

This System Outage and Degradation Policy (“Policy”) explains how Baldivicio may respond to service interruptions, degraded performance, maintenance events, partial outages, third-party disruptions, and related operational issues affecting the availability or functioning of the service.

This Policy is intended to help users understand what may happen during service incidents, how Baldivicio may communicate during outages or degraded conditions, what operational controls may be applied, and what users should expect when systems are unavailable, delayed, or functioning abnormally.

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, and other applicable notices made available through the Baldivicio mobile application.

By opening an account, accessing the service, or continuing to use Baldivicio, 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. 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, the availability, timing, and performance of certain functions may depend on a combination of:

- Baldivicio’s mobile application and internal systems;
- blockchain network conditions;
- internet and cloud infrastructure;
- email, push notification, or related communications channels;
- compliance, fraud, and security controls; and
- third-party provider systems, processes, and service availability.

2. No Guarantee of Continuous or Uninterrupted Service

Baldivicio does not guarantee that the service will be continuously available, uninterrupted, error-free, or free from delay at all times.

Outages, disruptions, degraded performance, or temporary unavailability may occur for a variety of reasons, including:

- scheduled maintenance;
- emergency maintenance;
- software defects or technical failures;
- cloud or infrastructure outages;
- blockchain congestion, disruption, or abnormal network conditions;
- third-party provider failures or delays;
- security incidents or attempted attacks;
- fraud or compliance interventions;
- legal or regulatory restrictions;
- internet or telecommunications failures; or
- other internal or external operational events.

3. Definitions

For purposes of this Policy:

3.1 System Outage

A System Outage means a material interruption in the availability of part or all of Baldivicio's service such that users may be unable to access the app, sign in, view balances, initiate supported actions, confirm transactions, receive communications, or use one or more major service features.

3.2 Service Degradation

A Service Degradation means a reduction in service quality, responsiveness, reliability, or performance that does not fully prevent access but may cause delays, incomplete processing, inconsistent functionality, or abnormal behavior.

3.3 Partial Outage

A Partial Outage means an outage affecting only some users, features, regions, transaction types, integrations, or third-party-dependent functions.

3.4 Planned Maintenance

Planned Maintenance means maintenance, upgrades, updates, patches, or operational work that Baldivicio schedules in advance where feasible.

3.5 Emergency Maintenance

Emergency Maintenance means maintenance or intervention required on short notice to protect the service, users, infrastructure, security posture, or legal compliance status.

4. Types of Service Disruption

Outages or degradation may affect different parts of the Baldivicio experience in different ways.

Examples include:

- inability to open or authenticate into the app;
- inability to view balances, history, or account records;
- delayed transaction display or status updates;
- delayed, failed, or unavailable supported transfers;
- interruptions affecting compliance review or onboarding workflows;
- inability to receive or process certain support requests;
- delays in email, notification, or in-app message delivery;
- delays or failures involving Banxa or other third-party provider flows;
- degraded performance caused by blockchain network conditions; or
- temporary suspension of specific features for security, legal, or operational reasons.

An outage affecting one feature does not necessarily mean every feature is unavailable, and a user may experience partial functionality during an incident.

5. Operational Response During Incidents

When Baldivicio becomes aware of a system outage or service degradation, it may take actions it considers appropriate to preserve service integrity, protect users, reduce risk, maintain legal compliance, and restore service.

Those actions may include:

- monitoring and diagnosing the issue;
- isolating affected components or workflows;
- temporarily disabling or limiting certain features;
- delaying or suspending transaction execution;
- restricting account actions while system conditions are assessed;
- pausing onboarding or verification processes;
- applying additional security, fraud, or compliance checks;
- performing maintenance, remediation, rollback, or recovery measures;
- coordinating with cloud, infrastructure, network, or third-party providers; and
- issuing notices or updates through available communication channels.

Baldivicio may prioritize system safety, account protection, fraud prevention, legal compliance, and operational integrity over uninterrupted feature availability during an incident.

6. Transaction Handling During Outages or Degradation

System outages or degraded conditions may affect the timing, visibility, execution, or status reporting of transactions.

For example:

- a transaction instruction may be delayed before execution;
- a submitted transaction may appear pending for longer than usual;
- transaction history may not update immediately;
- a transaction may fail to initiate even if a request was submitted;
- transaction status may be temporarily unclear while systems reconcile state; or
- certain transfer, withdrawal, or payout functions may be temporarily restricted.

Users should not assume that a delayed or missing status update means a transaction was not submitted, not received, not executed, or still reversible.

Where appropriate, users should wait for updated status information, follow official communications, and avoid repeated or duplicate submissions unless clearly instructed or unless the app confirms the earlier attempt did not proceed.

7. Duplicate Submission and Retry Risk

During outages or degraded performance, repeated taps, resubmissions, or retry attempts may increase the risk of duplicated instructions, operational confusion, or conflicting user actions.

Accordingly:

- users should review on-screen status carefully before retrying;
- users should not assume a failed display means no transaction request was received;
- Baldivicio may apply controls to prevent or reduce duplicate processing where possible; but

- Baldivicio does not guarantee that every duplicate-attempt scenario can be avoided during abnormal conditions.

Users remain responsible for reviewing available confirmations, history, and communications before repeating a transaction attempt.

8. Third-Party Provider and External Dependency Risk

Some outages or degradation events may originate outside Baldivicio's direct systems.

This may include issues involving:

- Banxa or other third-party conversion, payout, or settlement providers;
- blockchain network congestion or instability;
- internet, cloud, telecommunications, or email service disruptions;
- push notification delivery systems;
- app distribution platforms or device-level issues; or
- other external service providers.

When a disruption is caused in whole or in part by an external dependency, Baldivicio may have limited ability to control restoration timing, processing outcomes, or communications cadence.

9. Security, Fraud, and Compliance Overrides

During or after an outage or degraded event, Baldivicio may apply additional security, fraud prevention, compliance, or operational review measures.

This may include:

- temporary transaction holds;
- account-level restrictions;
- delayed execution of certain actions;
- enhanced verification requests;
- manual review of affected activity;
- revalidation of transaction state;
- destination restrictions; or
- temporary suspension of features presenting elevated risk.

These measures may continue after core service restoration if Baldivicio determines that follow-up review is necessary.

10. Planned Maintenance and Service Windows

Baldivicio may perform planned maintenance, upgrades, or changes from time to time.

Where feasible, Baldivicio may provide notice of planned maintenance through one or more of the following:

- the mobile application;
- email;
- in-app prompts or notifications; or
- other appropriate communication channels.

Planned maintenance may still result in temporary unavailability, limited access, delayed transaction handling, or partial feature suspension.

Baldivicio does not guarantee advance notice in every case, particularly where operational, security, or emergency circumstances require immediate action.

11. Emergency Maintenance

Baldivicio may conduct emergency maintenance without advance notice where it reasonably determines that immediate intervention is necessary to:

- protect the service or users;
- respond to a security incident;
- prevent fraud or misuse;
- preserve legal or regulatory compliance;
- prevent data corruption or system instability; or
- address urgent operational failures.

During emergency maintenance, some or all service features may become unavailable, restricted, or delayed.

12. Communications During Incidents

Baldivicio may, but does not guarantee that it will, provide updates during outages or degradation through available channels.

Communications may include:

- notice that a service issue exists;
- general description of affected functionality; whether maintenance or review is underway;
- whether users should delay certain actions;
- instructions for support escalation where appropriate; or
- notice that service has been restored or materially improved.

Communication timing and detail may vary depending on the nature of the incident, security considerations, legal constraints, third-party dependencies, and available communications systems.

Baldivicio may limit the detail it provides where broader disclosure would increase security risk, create confusion, interfere with incident response, or conflict with legal obligations.

13. User Responsibilities During Service Disruption

During outages or degraded conditions, users should:

- monitor the app and official support channels for updates where available;
- review transaction status carefully before retrying;
- avoid repeated submissions unless necessary and supported by available status information;
- retain relevant screenshots, timestamps, and reference details where an issue occurs;
- promptly report suspected unauthorized activity or abnormal transaction behavior; and
- exercise caution before assuming a pending, delayed, or missing display means no transaction activity occurred.

Users remain responsible for protecting their credentials, devices, and access methods during and after service disruptions.

14. No Guarantee of Immediate Recovery or Specific Restoration Time

Baldivicio does not guarantee that any outage, degradation event, or third-party service disruption will be resolved within a specific timeframe.

Restoration timing may depend on:

- the nature and severity of the issue;
- whether the issue is internal or external;
- blockchain or network conditions;
- required testing or validation before restoration;
- incident containment measures;
- third-party provider responsiveness; and
- legal, compliance, or security review requirements.

Users should not rely on any assumed restoration window unless Baldivicio expressly states one through an official communication.

15. Record Integrity and Post-Incident Reconciliation

Following an outage or degraded condition, Baldivicio may perform reconciliation, validation, or post-incident review to confirm the status of affected transactions, balances, restrictions, or communications.

This may include:

- transaction-state verification;
- account-level review;
- resolution of duplicate or conflicting user instructions;
- correction of delayed status display;
- restoration of records or notifications; or
- follow-up contact where additional information is needed.

Users may temporarily experience delayed history updates, pending indicators, incomplete records, or other residual effects while post-incident reconciliation is underway.

16. No Waiver of Transaction Finality or Irreversibility Principles

Nothing in this Policy changes the principles described in Baldivicio's Irreversible Transactions Disclosure.

A service outage, degraded state, or delay in transaction visibility does not by itself create a right of cancellation, reversal, recovery, or refund once a transaction has been executed or completed.

Users should not assume that a transaction affected by delayed status display remains cancelable or reversible solely because the app, network, or provider experience appears unstable.

17. No Liability for Certain Outage-Related Conditions

To the extent permitted by law, Baldivicio is not responsible for losses, delays, missed opportunities, failed timing expectations, or other consequences arising from outages, service degradation, maintenance events, third-party failures, blockchain disruption, or related operational incidents, except as otherwise required by law.

This includes, without limitation, losses arising from:

- delayed access to the app or account features;
- delayed, unavailable, or disrupted transfers or payouts;
- delayed notifications or support responses;

- reliance on outdated or incomplete status displays during an incident;
- external provider outages, including Banxa-related outages or processing delays; or
- repeated user submissions made during abnormal service conditions.

Nothing in this section limits any non-waivable rights users may have under applicable law.

18. Changes to This Policy

Baldivicio may update this Policy from time to time to reflect changes in service design, infrastructure, legal requirements, third-party arrangements, communications practices, or operational response procedures.

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

19. Final Acknowledgment

By using Baldivicio, you acknowledge and understand that:

- Baldivicio may experience system outages, degraded performance, maintenance events, and third-party service disruptions;
- certain service functions may be delayed, restricted, partially unavailable, or temporarily suspended during incidents;
- transaction handling, visibility, execution timing, and payout or funding processes may be affected by outages or degraded conditions;
- some outage-related events may depend in part on Banxa, blockchain conditions, or other third-party systems; and
- Baldivicio may take protective, compliance-related, security-related, or operational actions during and after incidents to preserve service integrity and protect users.

If you do not understand or accept the possibility of outages, service degradation, delays, and related operational limitations, you should not use Baldivicio until you obtain additional clarification or independent professional advice.