

Divindi Terms of Service

Last updated: October 15, 2026

These Terms of Service ("**Terms**") are a binding agreement between you and **Divindi LLC** ("**Divindi**", "**we**", "**us**", "**our**"), a Texas limited liability company with its principal office at 2121 Market Street, Galveston, Texas 77550, USA. They govern your use of the Divindi mobile application (including the Divindi consumer app and the Divindi Business app), our websites, and related services (together, the "**Services**").

Please read these Terms carefully. Section 19 contains a binding arbitration agreement and class-action waiver that affect how disputes are resolved. If you do not agree to these Terms, do not create an account or use the Services.

Our [Privacy Policy](#) explains how we collect and use personal information, including information collected during identity verification. It is part of these Terms.

1. What Divindi is, and what it is not

1.1 A money app built on stablecoin rails. Divindi gives you an account in which you can hold supported digital dollar stablecoins (such as USDC and USDT), send money to other people, pay merchants, exchange between supported currencies, and move money between your account and a bank account. Under the hood, the Services use public blockchains (including NEAR and other supported networks), the NEAR Intents protocol, smart contracts, and regulated third-party partners.

1.2 Divindi is not a bank. Divindi is a technology company. Divindi does not take deposits, is not a bank, and does not offer FDIC, SIPC, or any other government deposit insurance. **Balances in your Divindi account are digital assets, not bank deposits, and are not insured by any government agency.** Stablecoins are issued by third parties (for example, Circle issues USDC and Tether issues USDT). They are not legal tender, and their value depends on their issuers.

1.3 Regulated partners provide bank rails. Deposits from and withdrawals to bank accounts, bank account details, and related fiat-currency services are provided by **Bridge** (bridge.xyz) and its banking partners under Bridge's own terms, which you must accept separately in the app before using those features. Purchases of stablecoins by card may be provided by **Stripe** under Stripe's terms. Divindi does not itself transmit fiat currency or hold fiat currency for you. If Divindi's terms and a partner's terms conflict on the partner's service, the partner's terms govern that service.

1.4 Your keys, your account. Your Divindi account is a blockchain account secured by **passkeys** stored on your devices (for example, by Face ID, Touch ID, or your device screen lock). Divindi does not hold your passkeys or their private keys, and we never ask for a seed phrase. Payments you make from your account are authorized by your passkey, or by a standing instruction you approved with your passkey (such as a scheduled payment). See Section 6 for the limited circumstances in which Divindi takes part in operations on your account.

2. Eligibility

To use the Services you must:

- be at least **18 years old** and able to form a binding contract;
- be a natural person acting on your own behalf (or, for the Divindi Business app, be authorized to bind the business you register);
- not be located in, ordinarily resident in, organized in, or a national of a country or region subject to comprehensive sanctions, currently including **Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic and so-called Luhansk People's Republic regions of Ukraine**;
- not be listed on, or owned or controlled by anyone listed on, any sanctions list, including the U.S. Treasury Department's Specially Designated Nationals list, or the sanctions lists of the United Nations, European Union, or United Kingdom; and
- not have previously been suspended or removed from the Services.

Some features are available only in some countries and may be limited by your residence, by partner availability, or by law. Where a feature is unavailable to you, the app will say so.

3. Your account and identity verification

3.1 Creating an account. To open an account you sign in with your email address or phone number, tell us your country of residence, residential address, and legal name, choose an optional @username, complete identity verification, and create a passkey.

3.2 Identity verification (KYC). We and our partners are required, and we have chosen, to verify the identity of our customers to prevent fraud, money laundering, terrorist financing, and sanctions violations. **By creating an account, you authorize Divindi and its service providers to verify your identity**, including by:

- having our identity verification provider, **Persona Identities, Inc. ("Persona")**, collect images of your government-issued identity document and a **selfie or short video of your face**, and compare them to confirm that the document is genuine and that you are its holder (this involves biometric processing; see the Privacy Policy, Section 5, "Biometric Information");
- sharing your identity and verification information with **Bridge** so that Bridge can perform its own customer due diligence before providing bank-account services, and providing any additional information Bridge asks for, such as your occupation, source of funds, purpose of account, and tax identification number (for example, an SSN or ITIN); and
- checking your information against sanctions and other screening lists, and repeating any of these checks when we reasonably need to.

You will be asked to give your consent within the verification flow before any biometric information is collected. If you do not consent, or verification does not succeed, we may be unable to open your account or to provide certain features.

3.3 Accurate information. You agree to give us true, accurate, current, and complete information, to keep it up to date, and to use only your own identity. Using another person's identity document, a forged or altered document, a photograph, mask, deepfake, or other means to impersonate someone or to defeat liveness or face-matching checks is prohibited and may be reported to law enforcement.

3.4 One account, your account. You may hold one personal account. You may not sell, transfer, lend, or share your account or let anyone else use it.

3.5 Your @username. Your @username forms part of your public blockchain account name (for example, *yourname.divindi.near*) and is visible to anyone. Do not choose a username that contains personal information you do not want public, that impersonates another person or brand, or that is offensive. We may reclaim or refuse usernames that violate these Terms.

4. Keeping your account secure

4.1 Your passkeys and devices are the keys to your money. You are responsible for keeping your devices, device passcodes, biometric unlock, and the email address or phone number you sign in with secure. You can manage the devices on your account in **Settings > Your devices**, and you can turn on **App Lock** to require your device's biometrics or passcode to open the app. Biometric unlock (Face ID, Touch ID, fingerprint) is handled by your device's operating system; Divindi never receives your fingerprint or face data from it.

4.2 Tell us right away at hello@divindi.tech if you believe your account or a device has been compromised. Remove any lost device from your account as soon as you can.

4.3 Divindi will never ask you for your passkey, device passcode, or a one-time sign-in code by email, phone, or chat.

5. The Services

The features available to you depend on your location, verification status, and partner availability. They may include:

5.1 Send and receive. Send supported stablecoins to another Divindi user by @username, or to an external blockchain address on a supported network, and receive funds to your account using your account details, a QR code, or a payment request link.

5.2 Pay merchants. Pay a merchant's payment request by scanning a QR code, tapping an NFC-enabled terminal, or opening a payment link. Before you confirm a payment, the app shows the merchant, amount, and the balance being used.

5.3 Exchange. Exchange one supported currency for another. Exchanges are filled by independent third-party market makers ("solvers") through the NEAR Intents protocol at the quoted rate. Quotes expire after a short period. A quote is not guaranteed until your transaction is executed.

5.4 Deposit and withdraw to bank. Where available, add money from a bank account, or withdraw to a bank account, through Bridge. Bank transfers are subject to Bridge's terms, processing times, cut-off times, limits, and fees, and to the rules of the payment networks used.

5.5 Buy with card. Where available, buy stablecoins with a debit or credit card through Stripe, subject to Stripe's terms and its own verification.

5.6 Scheduled payments. Set up recurring or future-dated payments. When you create a scheduled payment, you approve with your passkey a mandate that fixes its recipient, asset, maximum amount, and schedule. That mandate is recorded and enforced by a smart contract, and payments are executed automatically within its limits until you cancel it or it ends. You are responsible for keeping enough funds available; a scheduled payment may fail if funds are insufficient.

5.7 Pockets. Organize your money into sub-accounts ("pockets"). Where offered, **savings pockets** place your funds with a third-party decentralized lending protocol (currently Kamino Lend on the Solana network) to earn a variable return. **Returns on savings pockets are not interest paid by Divindi, are not guaranteed, can change at any time, and can be lost.** Funds in a savings pocket are exposed to the risks of the underlying protocol, network, and stablecoin (see Section 10), are not insured, and may be temporarily unavailable to withdraw.

5.8 Statements and history. View your activity and export statements (PDF, CSV, or XLSX). Statements are generated on your device.

5.9 Divindi Business. Merchants can use the Divindi Business app to accept payments, issue payment requests, and, where available, connect a Square account. Business users must provide accurate business information and are responsible for their dealings with their own customers, including refunds, taxes, and consumer-protection obligations. We may require additional verification of a business and its owners.

5.10 Partner-branded versions. If you use Divindi through a bank or other partner's branded app, that partner's terms may also apply, and the partner may enable or disable features.

5.11 Referral and rewards programs. From time to time we may offer referral or rewards programs. Each program is governed by its own terms published when it is offered. We may change or end any program, and may withhold rewards obtained by fraud, self-referral, or abuse.

6. How transactions work; Divindi's limited role

6.1 You authorize transactions. Each payment, transfer, exchange, or withdrawal you start in the app is shown on a review screen. You authorize it by confirming with your passkey. Before signing, our systems run a policy check ("preflight") that can stop a transaction that breaches limits, sanctions, or risk rules.

6.2 Transactions are generally final. Once submitted to a blockchain, a transaction generally **cannot be reversed, cancelled, or recalled** by you or by Divindi. Check the recipient, network, and amount carefully. Sending to a wrong address or an unsupported network may result in permanent loss. Divindi is not responsible for funds sent to the wrong recipient or address through no fault of Divindi.

6.3 Smart contracts and automated operations. Some features use smart contracts and the NEAR network's decentralized signing service to act on your account **only within limits you set**: scheduled payments (within the mandate you approved), pockets (moving funds between your own account and pockets as you instruct), and account recovery (Section 7).

6.4 What Divindi can and cannot do. Divindi does not hold your passkeys. The Services are designed so that Divindi cannot make a payment from your account without your authorization, given directly with your passkey or through a mandate or instruction you approved. Divindi can refuse to process, relay, or support a

transaction through the Services, and can restrict access to the app and to partner services (Section 12). Because your account exists on a public blockchain, its existence and on-chain records do not depend solely on Divindi's servers.

6.5 Limits. We set limits on transaction amounts and may hold larger transactions for review. Limits may differ by feature, market, and verification level, and may change. Partners may set their own limits.

7. Account recovery

If you lose access to every device on your account, you can ask to recover it in the app. Recovery requires you to sign in, complete a **fresh identity check with Persona**, which compares a new selfie with the one taken when you enrolled, and register a new passkey on your new device. Recovery then waits out a **security delay** (currently at least 24 hours) before your new device is added and your old devices are removed. **Any device still on your account can cancel a recovery during the delay**, and you will be notified about it. Divindi can start a recovery that passes these checks, but cannot complete one that a key on your account cancels. If identity verification fails, or the recovering person does not match the enrolled account holder, recovery will be refused. Some recovery requests handled by our support team are subject to a longer delay.

8. Fees

8.1 We will show you any fee Divindi charges for a transaction on the review screen **before** you confirm it. By confirming, you agree to pay that fee. We will give you advance notice in the app before introducing a new type of fee.

8.2 Transactions may also involve costs charged by third parties, including blockchain network fees, solver or exchange spreads, bridge or settlement fees, and fees charged by Bridge, Stripe, or your bank. Where these are known in advance, the app will show them or include them in the quote.

8.3 You are responsible for any taxes that apply to your use of the Services. Divindi does not provide tax advice. We may be required to report information about your account to tax authorities.

9. Prohibited uses

You may not use the Services to:

- break any law or regulation, including anti-money-laundering, counter-terrorist-financing, sanctions, tax, gambling, securities, or consumer-protection laws;
- send money to or receive money from sanctioned persons or jurisdictions, or evade sanctions screening (for example, with a VPN or false residence information);
- commit or facilitate fraud, scams, theft, extortion, ransomware, or the sale of illegal goods or services;
- impersonate any person, use another person's identity or account, or submit false, stolen, or manipulated identity documents or biometric samples;
- operate as an unlicensed money transmitter or exchange, or use your personal account for business purposes without our approval;

- interfere with, reverse-engineer, scrape, overload, or attempt to bypass the security, limits, or verification controls of the Services or of our partners; or
- harass, abuse, or harm others, or infringe anyone's rights.

10. Risks you accept

Using digital assets involves significant risk. You acknowledge and accept that:

- **Stablecoin risk.** A stablecoin may lose its peg, be frozen or blacklisted by its issuer, or be redeemed, restricted, or discontinued.
- **Blockchain and smart contract risk.** Blockchains, bridges, the NEAR Intents protocol, solvers, decentralized signing networks, lending protocols, and smart contracts (including Divindi's) can contain bugs, be attacked, congest, fork, or fail, which may delay transactions or cause loss.
- **Third-party risk.** Bridge, Stripe, Persona, stablecoin issuers, blockchain networks, and protocols are independent of Divindi. Their failure, insolvency, or suspension may affect your access to funds or features.
- **Device and credential risk.** If you lose all your devices and cannot complete recovery, or if someone gains control of your devices, you may lose access to your funds.
- **Regulatory risk.** Laws governing digital assets are changing and may restrict or end some features in some places.
- **No advice.** Divindi does not provide investment, financial, legal, or tax advice. Nothing in the Services is a recommendation to buy, hold, or sell any asset.

11. Privacy and electronic communications

11.1 Our [Privacy Policy](#) describes how we handle your personal information.

11.2 **Consent to electronic communications.** You agree that we may provide all agreements, disclosures, notices, receipts, and other communications to you electronically, in the app, by push notification, or by email to the address you gave us, and that electronic communications satisfy any requirement that they be in writing. You may withdraw this consent by closing your account. You can keep copies of communications by saving or printing them.

12. Suspension, restriction, and termination

12.1 **By you.** You may stop using the Services at any time and delete your account in **Settings > Delete account**. Before deleting, withdraw or move your funds; we cannot delete an account while funds remain in your pockets. Deleting your account does not erase records on public blockchains, and your blockchain account address may still be able to receive funds sent by others. Do not share it after deleting your account.

12.2 **By us.** We may suspend, restrict, or close your access to the Services, refuse or hold a transaction, or require additional verification, if we reasonably believe that: you have breached these Terms; your account is associated with fraud, sanctions, or unlawful activity; we are required to do so by law, court order, or a

regulator; a partner requires it; or doing so is needed to protect you, other users, or Divindi. Where the law allows, we will tell you and, where practicable, help you move any remaining funds you are lawfully entitled to.

12.3 Survival. Sections 6.2, 8.3, 10, 12, and 13 through 21 survive termination.

13. Intellectual property

Divindi and its licensors own the Services, including the software, design, trademarks, and content. We grant you a personal, revocable, non-exclusive, non-transferable license to use the app on devices you own or control, solely as permitted by these Terms. You may not copy, modify, distribute, sell, or create derivative works of the Services except as allowed by open-source licenses that apply to particular components. If you send us feedback, we may use it without obligation to you.

14. Third-party services

The Services link to or rely on services we do not control, including Bridge, Stripe, Persona, Square, app stores, blockchains, and protocols. Your use of them is subject to their terms and privacy policies. Divindi is not responsible for third-party services, except as required by law.

15. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DIVINDI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY ASSET WILL KEEP ITS VALUE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

16. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW: (A) DIVINDI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL; (B) DIVINDI WILL NOT BE LIABLE FOR LOSSES CAUSED BY BLOCKCHAIN NETWORKS, STABLECOIN ISSUERS, PROTOCOLS, SOLVERS, OR OTHER THIRD PARTIES, BY YOUR LOSS OF DEVICES OR CREDENTIALS, OR BY TRANSACTIONS YOU AUTHORIZED; AND (C) DIVINDI'S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF (i) THE FEES YOU PAID TO DIVINDI IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (ii) USD \$100. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

17. Indemnity

To the extent permitted by law, you will indemnify and hold harmless Divindi and its members, managers, employees, and agents from claims, losses, and expenses (including reasonable attorneys' fees) arising from your breach of these Terms, your violation of law, or your misuse of the Services.

18. Governing law

These Terms are governed by the laws of the State of Texas and applicable U.S. federal law, without regard to conflict-of-law rules. If you are a consumer living in the European Economic Area, the United Kingdom, or another jurisdiction whose laws give you protections that cannot be waived by contract, you keep those protections, and you may bring proceedings in the courts where you live.

19. Dispute resolution and arbitration

19.1 Informal resolution first. Before filing a claim, contact us at hello@divindi.tech with a description of the dispute. We will try in good faith to resolve it within 60 days.

19.2 Binding individual arbitration. If we cannot resolve a dispute informally, you and Divindi agree that it will be resolved by **binding individual arbitration** administered by the American Arbitration Association under its Consumer Arbitration Rules, rather than in court, except that either party may bring an individual claim in small-claims court, and either party may seek injunctive relief in court for infringement of intellectual property. The arbitration will take place in Galveston County, Texas, or by video conference, or in the county where you live if you prefer.

19.3 Class-action waiver. You and Divindi may bring claims only in an individual capacity, not as a plaintiff or class member in any class, collective, or representative proceeding.

19.4 Opt-out. You may opt out of this arbitration agreement by emailing hello@divindi.tech within 30 days after you first accept these Terms, with your name, @username, and a statement that you opt out of arbitration.

19.5 This Section 19 does not apply to consumers in the EEA or United Kingdom, or where it is prohibited by law. If a court finds any part of this Section unenforceable, the remainder stays in effect, except that if the class-action waiver is found unenforceable, the entire arbitration agreement is void.

20. Changes to the Services and these Terms

We may change the Services, and may change these Terms. If a change to these Terms is material, we will give you at least 30 days' notice in the app or by email before it takes effect, unless the change is required sooner by law or for security reasons. Continuing to use the Services after a change takes effect means you accept it. If you do not agree, you may delete your account.

21. General

These Terms, together with the Privacy Policy and any feature-specific terms we present to you, are the entire agreement between you and Divindi about the Services. If any provision is unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets, or to an affiliate. We are not liable for delays or failures caused by events beyond our reasonable control. Headings are for convenience only.

Apple App Store users. These Terms are between you and Divindi, not Apple. Apple is not responsible for the app or its content, has no obligation to provide maintenance or support, and is not responsible for addressing any claims relating to the app. Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

22. Contact us

Divindi LLC 2121 Market Street, Galveston, Texas 77550, USA Email: hello@divindi.tech

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