# Terms of Use

Last updated: November 2026

**Website operator and issuer of SPUSD:** 3-102-116429 S.R.L., Legal ID 3-102-116429, Costa Rica, Province 01 San José, Canton 15 Montes De Oca, San Pedro, Los Yoses, Eighth and Tenth Avenues, 39th street, second office on the right, LY Center. Email: info@sparkusd.com.

These Terms of Use (the "Terms") govern your use of the website sparkusd.com (the "Website"). The Website is operated by 3-102-116429 S.R.L. (the "Company", "we"), the issuer of the SPARK token (ticker SPUSD, "SPUSD"). By using the Website, you accept these Terms. The Privacy Policy describes how we process personal data.

## 1. Eligibility

You may use the Website and SPUSD only if you are at least 18 years old and are not a person subject to sanctions. You must not use the Website or SPUSD in breach of applicable law, including sanctions and anti-money laundering laws.

**Restricted jurisdictions.** SPUSD is not offered to, and must not be acquired, held or used by, persons located, resident or registered in:

- the United States of America;
- the European Union;
- jurisdictions included in the FATF lists of high-risk jurisdictions subject to a call for action and jurisdictions under increased monitoring (https://www.fatf-gafi.org/en/countries/black-and-grey-lists.html), as updated from time to time;
- any other country or territory subject to comprehensive sanctions.

If you are located, resident or registered in a restricted jurisdiction, you must not use the Website to acquire SPUSD.

## 2. The Website

The Website provides general information about SPUSD for information purposes only. It is not an offer or solicitation to buy or sell SPUSD or any other asset, and it is not investment, financial, legal or tax advice. The Website has no user accounts. Information on the Website may be incomplete or outdated and may change without notice.

## 3. SPUSD

| Parameter | Value |
|---|---|
| Name / ticker | SPARK / SPUSD |
| Network / standard | Polygon PoS / ERC-20 |
| Official contract address | `0xE979926C0Bf5Af833a98a0C2e9818e8B637F6d0A` |
| Decimals | 6 |
| Initial supply | 10,000,000 SPUSD |
| Smart contract | Not upgradeable |
| Administrative control | Safe multisig wallet, 2-of-3 signatures (section 4) |

| Parameter | Value |
|---|---|
| Security audit | CertiK, final report dated 22 October 2026: no critical, high or medium severity issues (https://skynet.certik.com/projects/spark) |

SPUSD is designed to maintain a value of 1 US dollar; this is not a guarantee. SPUSD is not legal tender, is not a bank deposit, is not insured by any deposit insurance scheme and does not pay interest.

**Official address.** Only the contract address published on sparkusd.com is official. Other tokens with the same or a similar name or ticker may exist on Polygon; such tokens are not SPUSD. Verify the contract address before every transaction.

## 4. Administrative functions

The SPUSD smart contract has administrative functions controlled by a Safe multisig wallet that requires 2 of 3 signatures: minting new SPUSD, pausing all transfers, adding addresses to or removing them from a block list (a blocked address cannot send or receive SPUSD), and burning SPUSD held by blocked addresses. Contract ownership cannot be renounced, so these functions cannot be permanently disabled. The Company may block addresses as required by law, including sanctions laws.

## 5. Obtaining SPUSD

SPUSD can be obtained on decentralized exchanges on Polygon, including the SPUSD/USDT pool on Uniswap; the price there depends on supply, demand and liquidity and can deviate from 1 US dollar. Exchanges and wallets are third-party services that you use at your own risk. Transactions on Polygon require network fees paid in POL, which you bear.

## 6. Risks

Acquiring, holding and using SPUSD involves risks, including:

- **Loss of the peg:** the market value of SPUSD may fall below 1 US dollar, suddenly or for a long period.
- **Liquidity:** limited liquidity on exchanges may make it impossible to sell SPUSD at the expected price or at all.
- **Irreversible transactions:** confirmed blockchain transactions, including transfers to a wrong address, cannot be cancelled.
- **Wallets and keys:** you alone are responsible for your wallet and private keys, and if they are lost or stolen, your SPUSD may be lost permanently.
- **Smart contract:** the contract may contain undetected errors, an audit reflects the code at the time of review and is not a guarantee, and the code cannot be changed because the contract is not upgradeable.
- **Network:** congestion, outages or changes of the Polygon network may delay or prevent transactions, and network fees may rise.
- **Administrative functions:** transfers may be paused, and SPUSD at a blocked address cannot be transferred and may be burned.
- **Regulation and sanctions:** changes in law or regulatory action may restrict the use of SPUSD, and third-party services may freeze assets linked to addresses they consider high-risk.
- **Third-party services:** exchanges and wallets are not controlled by the Company and may fail, be hacked or stop supporting SPUSD.

- **Phishing and fake tokens:** fraudsters use fake websites, tokens and support accounts, so check the official contract address on sparkusd.com and never share your seed phrase or private keys.

You may lose some or all of the value of your SPUSD. Acquire SPUSD only if you understand and accept these risks.

## 7. No warranties

To the maximum extent permitted by law, the Website and its information are provided “as is” and “as available”, without warranties of any kind. The Company does not warrant that SPUSD will maintain a value of 1 US dollar or be available on any exchange, or that the smart contract, the Polygon network or the Website will operate without interruption or errors.

## 8. Limitation of liability

To the maximum extent permitted by law, the Company is not liable for indirect or consequential losses, or for losses resulting from market price movements, user errors, loss of keys, fake tokens or phishing, acts of third parties, failures of the Polygon network, or the lawful use of the administrative functions described in section 4. Nothing in these Terms limits liability that cannot be limited by law.

## 9. Third-party links

The Website links to third-party websites and services, such as Uniswap, DEXTools, Polygonscan, CertiK, Medium, GitHub, X and Telegram. We do not control them and are not responsible for their content or practices; their own terms and policies apply.

## 10. Changes

We may change the Website and update these Terms at any time. The current version is published on the Website with the date of its last update. By continuing to use the Website after an update, you accept the updated Terms.

## 11. Contact

Email: info@sparkusd.com. Telegram: https://t.me/spusd. X: https://x.com/sp_usd.