

Terms of Service

Last updated: June 15, 2026

Account Guidelines

Our Commitment. Your Protection.

01

ACCOUNT MATURITY - ACTIVITY PERIOD

Spinthrift Trust users are required to stay active for **5 months** for account maturity before any withdrawal transactions.

02

MINIMUM BALANCE REQUIREMENT

Spinthrift Trust users are required to have more than **\$50,000** for account maturity with the space of **5 months**.

03

WITHDRAWAL GUIDELINES

Spinthrift Trust users are required to make withdrawal to **non suspicious** address or account number.

04

ACCOUNT STRUCTURE & SAFETY

Spinthrift Trust users are required to structure their account properly to ensure **safety accounts**.

05

STRUCTURING FEE

Spinthrift Trust users are required to pay the **structuring fee** before approval.

These policies are in place to promote a secure, trusted, and transparent experience for all Spinthrift Trust users.

1. Acceptance of Terms

By accessing, browsing, or using the Spinthrift Trust website and services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms") and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use our services.

2. Eligibility

To use our services, you must be at least 18 years of age or the age of legal majority in your jurisdiction, whichever is greater. By using our services, you represent and warrant that you are of legal age to form a binding contract, that you have the legal capacity and authority to enter into these Terms, and that your use of our services does not violate any applicable law or regulation.

3. Description of Services

Spinthrift Trust provides private trust management services including the creation, administration, and management of various trust arrangements. Our services include Business Trusts, Crypto Trusts, Real Estate Trusts, Trust Funds, Irrevocable Trusts, and Spendthrift Trusts, along with digital asset portfolio management, transaction processing (deposits, withdrawals, and swaps), trust document generation, and related administrative functions. Spinthrift Trust does not provide legal, tax, investment, or financial advice.

4. Account Registration and Security

To access our services, you must create an account and provide accurate, complete, and current information during the registration process. You are solely responsible for maintaining the confidentiality of your account credentials, including your password and any authentication codes, and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

5. Trust Services and Administration

Our trust services are provided as private trust arrangements. All trust applications are subject to review and approval by our administrative team, and we reserve the right to approve, reject, or request additional information for any application at our sole discretion. Approved trusts are governed by the trust declaration document generated upon approval, which sets forth the specific terms, conditions, and provisions of the trust arrangement.

6. Digital Assets and Cryptocurrency Services

Our digital asset services are provided on an as-is basis. By using these services, you acknowledge and accept volatility and market risk, that digital assets are not legal tender and not FDIC/SIPC protected, that blockchain transactions are generally irreversible, that we do not own or control underlying blockchain networks, and that transactions may be subject to network fees outside our control.

7. Account Activity and Withdrawal Requirements

To protect the integrity of our platform, prevent fraud and money laundering, and ensure the long-term stability of trust arrangements, all withdrawals are subject to the following account-maturity requirements:

- **Account Maturity - Activity Period:** Your account must have been active for a minimum of **5 months** from the date of registration before any withdrawal transaction may be initiated.
- **Minimum Balance Requirement:** Your aggregate portfolio held with Spinthrift Trust must be valued at more than **\$50,000 USD** at the time the withdrawal request is submitted.
- **Withdrawal Guidelines:** All withdrawal destinations must be non-suspicious. We reserve the right to reject withdrawal requests to addresses associated with sanctioned entities, mixing services, or any address we

reasonably suspect of being connected to fraudulent or illicit activity.

- **Account Structure & Safety:** Users are required to structure their account properly — including completing onboarding, providing accurate beneficiary and guarantor details, and maintaining up-to-date verification information.
- **Structuring Fee:** Each trust arrangement is subject to a structuring fee, which must be paid before the trust is approved and before the associated holdings become eligible for withdrawal.

A withdrawal request submitted before any of these requirements has been met will be declined automatically.

8. Fees and Charges

Spinthrift Trust may charge fees for certain services, including trust administration, digital asset transactions, and other platform services. Applicable fees will be disclosed to you before you incur them. We reserve the right to modify our fee structure at any time with reasonable notice. You are responsible for all taxes, duties, and other governmental charges associated with your use of our services.

9. User Responsibilities and Acceptable Use

You agree to use our services only for lawful purposes. You are prohibited from using our services for money laundering or illegal activity, providing false information, attempting unauthorized access, interfering with our platform, circumventing security measures, using automated tools without permission, violating applicable laws, infringing intellectual property rights, or transmitting harmful code.

10. Intellectual Property

All content, features, and functionality of our platform are the exclusive property of Spinthrift Trust or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to access and use our services for their intended purpose.

11. Third-Party Services and Links

Our platform may contain links to or integrations with third-party websites, services, or applications that are not owned or controlled by Spinthrift Trust. We do not endorse, verify, or assume any responsibility for the content, privacy policies, practices, or availability of any third-party services.

12. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. To the fullest extent permitted by applicable law, Spinthrift Trust disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

13. Limitation of Liability

To the maximum extent permitted by applicable law, Spinthrift Trust shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, loss of digital

assets, business interruption, or loss of goodwill, arising out of or in connection with your use of or inability to use our services.

In no event shall our total aggregate liability to you for all claims arising out of or relating to these Terms or your use of our services exceed the greater of (a) the total fees paid by you to Spinthrift Trust during the twelve (12) months immediately preceding the event giving rise to the claim, or (b) one hundred U.S. dollars (\$100).

14. Indemnification

You agree to defend, indemnify, and hold harmless Spinthrift Trust from and against any claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your use of our services, your violation of these Terms, your violation of any third-party right, or any content you provide through our platform.

15. Dispute Resolution

Informal Resolution: Before initiating any formal dispute resolution proceeding, you agree to first contact us and attempt to resolve the dispute informally within thirty (30) days.

Binding Arbitration: If a dispute cannot be resolved informally, you agree that any dispute shall be resolved through final and binding arbitration, rather than in court.

Class Action Waiver: You agree that any dispute resolution proceedings will be conducted only on an individual basis.

Time Limitation: Any claim arising out of or related to these Terms must be filed within one (1) year after the cause of action arose.

16. Governing Law

These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the jurisdiction in which Spinthrift Trust is incorporated, without regard to its conflict of law provisions.

17. Suspension and Termination

Spinthrift Trust reserves the right to suspend or terminate your access to our services at any time, with or without cause, with or without notice, including in cases where we reasonably believe you have violated these Terms, engaged in fraudulent or illegal activity, or posed a risk to the security or integrity of our platform.

18. Force Majeure

Spinthrift Trust shall not be liable for any failure or delay in performing its obligations under these Terms due to events beyond its reasonable control, including natural disasters, acts of war, pandemics, government actions, power outages, telecommunications failures, blockchain network issues, cyberattacks, or any other event of force majeure.

19. Electronic Communications

By creating an account and using our services, you consent to receive electronic communications from us, including emails, in-app notifications, and notices posted on our website. You agree that all such communications satisfy any legal requirement that they be in writing.

20. Modifications to Terms and Services

We reserve the right to modify these Terms at any time at our sole discretion. When we make material changes, we will notify you by updating the "Last updated" date at the top and, where appropriate, by sending an email notification or displaying a prominent notice on our platform.

21. General Provisions

Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and Spinthrift Trust.

Severability: If any provision is found invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

No Waiver: Our failure to enforce any right or provision shall not constitute a waiver of such right or provision.

Assignment: You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

22. Contact

If you have any questions, concerns, or feedback about these Terms of Service, please contact us through the channels listed on our website.