

# Voyager

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## **Terms of Agreement**

Dated

**2 February 2025**

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## 3. Introduction

This Terms of Agreement ("Agreement") is a legally binding document between Voyager Bank ("Bank" or "Voyager") and the customer ("Customer") using the Bank's products and services. By accessing or using any of the Bank's services, including but not limited to banking accounts, loans, deposits, transfers, and other financial services, the Customer agrees to comply with the terms set forth in this Agreement. This Agreement will govern all interactions with the Bank's services and products and is effective immediately upon the Customer's first use. If the Customer does not agree with any part of this Agreement, they should refrain from using the Bank's services.

## 4. Scope of Services

Voyager offers a variety of banking services designed to meet the needs of individuals, businesses, and organizations. These services include personal accounts, business accounts, loans, credit, deposits, withdrawals, transfers, piggy bank and other financial products. The

Bank reserves the right to modify, discontinue, or add services at its discretion. All services provided by the Bank are subject to this Agreement, and additional terms may apply depending on the specific service. Customers must meet the eligibility criteria for certain services, as specified by the Bank. This Agreement applies to all users of Voyager's services, regardless of the type of account or product.

## 5. Customer Responsibilities

The Customer is responsible for providing accurate and up-to-date personal, financial, and contact information to the Bank. This includes promptly notifying the Bank of any changes to account details, such as name, restrictions from server or other relevant information. The Customer is also responsible for ensuring the security and confidentiality of their account credentials.

In the event of a loss, theft, or unauthorized use of account information, the Customer must immediately notify the Bank. The Customer agrees not to use the Bank's services for any unlawful purpose or in any way that may damage the reputation or operation of the Bank. Additionally, the Customer is responsible for ensuring that their use of the Bank's services complies with all applicable laws and regulations.

## 6. Bank's Responsibilities

Voyager is responsible for providing the services outlined in this Agreement in a secure, efficient, and transparent manner. The Bank will ensure that all transactions and services offered are executed according to the agreed-upon terms and in compliance with applicable laws and regulations.

The Bank commits to protecting the privacy and confidentiality of the Customer's information through appropriate security measures and data protection protocols. Additionally, the Bank will provide customer support services to assist with inquiries, resolve issues, and facilitate the smooth operation of accounts.

In the case of any system errors, service disruptions, or other issues affecting the Bank's services, the Bank will take reasonable steps to resolve the matter promptly and notify the Customer where necessary. However, the Bank is not responsible for any loss or damage caused by force majeure events or actions beyond its control.

## 7. Account Management

Customers may open and manage their accounts in accordance with the Bank's policies and procedures. The Bank offers a variety of account types, including personal and corporate

accounts, each with its own terms and conditions. The Customer must provide accurate information when opening an account and must maintain the security of their account details.

The Bank reserves the right to close or suspend accounts that are inactive, have been involved in fraudulent activities, or violate the terms of this Agreement. The Customer is responsible for keeping their account information current and for ensuring that there are no unauthorized activities on their account.

In the event of account closure, either by the Customer or the Bank, the Customer remains responsible for settling any outstanding balances, fees, or other obligations associated with the account. Any funds in the account at the time of closure will be returned to the Customer in accordance with Bank policies.

## 8. Transaction Terms

Voyager facilitates a variety of financial transactions, including deposits, withdrawals, transfers, and loan payments. All transactions are subject to the terms outlined in this Agreement and any additional terms specific to the service being used. The Customer agrees to follow all transaction procedures, including those for initiating and authorizing transfers, deposits, and withdrawals.

Transactions may be subject to fees, limits, and processing times, as outlined by the Bank. The Bank reserves the right to place holds on funds, reject transactions, or freeze accounts if fraudulent or suspicious activity is detected. The Customer agrees to verify the accuracy of transaction details before submission and is responsible for any errors or omissions.

The Bank will make reasonable efforts to ensure timely processing of transactions, but the Customer acknowledges that certain delays may occur due to technical issues, system maintenance, or third-party service providers. Any disputes regarding transactions must be reported to the Bank within a reasonable period.

## 9. Fees and Charges

The Customer agrees to pay all applicable fees and charges associated with the Bank's services, including but not limited to account maintenance, loan interest, transaction fees, and penalties for overdrafts or late payments. Fees for specific services will be disclosed at the time the service is provided or as part of the Bank's fee schedule.

The Bank reserves the right to modify or introduce new fees, provided the Customer is given adequate notice in advance. Customers may be charged for certain account-related

services such as wire transfers, foreign exchange, insufficient funds, and loan repayment processing.

In the event of a failure to pay any due fees or charges, the Bank may charge interest on outstanding amounts and take necessary steps to recover the balance. The Customer is responsible for ensuring that sufficient funds are available to cover all fees and charges associated with their account.

## 10. Interest Rates and Loans

Voyager offers a variety of loan products, including personal loans, mortgages, auto loans, business loans, and other financial solutions. The interest rates for these loans are determined based on the type of loan, the loan amount, and the Customer's creditworthiness. Interest rates are subject to change and will be communicated to the Customer at the time of loan approval or disbursement.

The Customer agrees to repay the principal and interest on the loan in accordance with the terms and repayment schedule outlined in the loan agreement. Failure to make timely payments may result in late fees, increased interest rates, and potential legal actions for debt recovery.

For loans with variable interest rates, the Bank will notify the Customer of any changes to the rate, and the Customer agrees to continue making payments based on the adjusted rate. The Bank reserves the right to modify the interest rates on loans at its discretion, subject to applicable laws and regulations.

Depositors acknowledge and agree that any funds deposited into their accounts within seven (7) days prior to an interest rate application date will not be eligible to accrue interest for that specific period. Interest will only be applied to deposits made outside of this one-week timeframe.

## 11. Privacy and Data Protection

Voyager is committed to protecting the privacy and security of the Customer's personal and financial information. The Bank will collect, store, and use the Customer's data in compliance with applicable data protection laws and regulations. The Customer's information may be used for the purpose of providing banking services, processing transactions, and improving the Bank's offerings.

The Bank may share Customer information with third-party service providers, such as payment processors and credit bureaus, in order to provide services or comply with legal requirements. The Bank will take reasonable steps to protect the Customer's information from unauthorized access, loss, or theft.

The Customer has the right to access and request corrections to their personal data. If the Customer believes that their data has been mishandled or that their privacy rights have been violated, they may contact the Bank's customer service team to resolve the issue. The Customer can also request to be removed from marketing communications at any time.

By using the Bank's services, the Customer consents to the collection and use of their information as described in this section.

## 12. Dispute Resolution

In the event of a dispute between Voyager and the Customer, both parties agree to attempt to resolve the matter through amicable discussions. If a resolution cannot be reached through informal communication, the dispute may be subject to alternative dispute resolution methods such as mediation or arbitration, as determined by the Bank.

The Customer agrees to resolve any claims, disputes, or controversies through binding arbitration rather than through court proceedings. The arbitration process will be governed by the rules and regulations of the relevant arbitration body. Any decision rendered in arbitration shall be final and enforceable in a court of law.

If the Customer prefers not to resolve the dispute through arbitration, they may seek resolution through the courts in accordance with applicable laws. Any legal action will be conducted in the jurisdiction where the Bank is located.

The Bank reserves the right to pursue legal action for any debts or obligations that remain unpaid by the Customer, and the Customer agrees to bear any associated costs, including legal fees.

## 13. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Redmont, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts located within Redmont, and both parties consent to the jurisdiction and venue of such courts.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect, and the invalid provision will be modified or replaced to reflect the intent of the parties to the fullest extent possible.

By using the Bank's services, the Customer acknowledges and agrees to the terms of this Agreement, including the governing law and jurisdiction.

## 14. Amendments and Modifications

Voyager reserves the right to amend, modify, or update the terms and conditions of this Agreement at any time, without prior notice. Any such changes will be communicated to the Customer through the Bank's official communication channels, including email or via updates on the Bank's discord or platform.

The Customer's continued use of the Bank's services after the changes have been made will be considered acceptance of the updated terms. If the Customer does not agree to the revised Agreement, they must cease using the Bank's services and may request account closure in accordance with the Bank's policies.

It is the responsibility of the Customer to regularly review the Agreement for any changes. The latest version of the Agreement will always be available for review on the Bank's discord.

## 15. Termination of Services

Voyager reserves the right to suspend, terminate, or close the Customer's account at its discretion, in accordance with the terms of this Agreement. Accounts may be terminated for reasons including but not limited to non-compliance with the Bank's policies, fraudulent activity, violation of laws, or inactivity.

The Customer may also request to terminate their account at any time, subject to the settlement of any outstanding balances, fees, or obligations. Upon termination, the Bank will ensure the return of any remaining funds in the Customer's account, after any applicable deductions or fees.

If the account is terminated due to breach of terms, the Customer will remain responsible for any amounts owed to the Bank, and the Bank reserves the right to pursue legal actions to recover those amounts.

Termination of services does not release the Customer from their obligations under this Agreement that have accrued prior to termination, including fees, loans, or other outstanding financial commitments.

## 16. Force Majeure

Voyager will not be held liable for any failure or delay in performance of its obligations under this Agreement if such failure or delay is due to events or circumstances beyond the Bank's reasonable control. These events may include, but are not limited to, in-real-life natural disasters, war, strikes, disputes, power failures, pandemics, government regulations, cyber-attacks, or technical failures.

In the event of a force majeure event, the Bank will make reasonable efforts to resume its services as quickly as possible. However, the Bank will not be responsible for any loss, damage, or inconvenience caused by such events. The Customer acknowledges and accepts that during such disruptions, certain services may be delayed or unavailable.

Both parties agree to work together in good faith to minimize the impact of any force majeure event and to find mutually acceptable solutions where necessary.

## 17. Liability Limitations

Voyager liability for any loss or damage incurred by the Customer due to the Bank's actions or inactions is limited to the maximum extent permitted by applicable law. The Bank will not be liable for any indirect, consequential, incidental, or punitive damages, including but not limited to loss of profits, business opportunities, or data, arising from the use of its services.

The Customer acknowledges and agrees that the Bank's services are provided "as is" and "as available," with no warranties or representations regarding their suitability, accuracy, or reliability. The Bank does not guarantee that the services will be uninterrupted or error-free.

In cases where the Bank is found liable for a breach of this Agreement, the Bank's total liability will not exceed the amount of any fees paid by the Customer for the specific service that caused the dispute. The Customer agrees to indemnify and hold the Bank harmless from any claims, losses, or damages arising from their use of the Bank's services or violation of this Agreement.

## 18. Customer Obligations

The Customer agrees to use the Bank's services in compliance with all applicable laws, regulations, and the terms of this Agreement. The Customer is responsible for ensuring that their account information is accurate, up-to-date, and kept confidential.

The Customer must take all reasonable steps to protect their account from unauthorized access. If the Customer believes that their account or information has been compromised, they must immediately notify the Bank.

The Customer agrees not to engage in any fraudulent, illegal, or abusive activities, including but not limited to identity theft, money laundering, or attempting to manipulate or bypass the Bank's security systems. The Bank reserves the right to take action, including suspending or closing accounts, if any such activities are detected.

The Customer is also responsible for promptly notifying the Bank of any changes in their personal details or financial circumstances that may affect the use of the Bank's services. Failure to do so may result in service disruptions or account issues.

## 19. Marketing and Communications

By using Voyager's services, the Customer agrees to receive communications related to their account and services provided by the Bank. These communications may include updates on account activity, product offers, policy changes, promotional materials, and general information about the Bank's services. Communication form may include discord pings.

The Customer may opt-out of marketing communications at any time. However, the Customer cannot opt-out of receiving essential information and transactional communications, such as notifications regarding account security, changes to the terms and conditions, or other important service-related matters.

The Customer agrees that any promotional materials or advertisements sent by the Bank are intended to inform them of new products, services, or features that may enhance their banking experience. The Bank ensures that all communications are compliant with privacy laws and will not share or sell Customer data to third-party marketers without consent.

## 20. Miscellaneous Provisions

This Agreement constitutes the entire understanding between Voyager and the Customer regarding the use of the Bank's services and supersedes any prior agreements, representations, or communications, whether written or oral.

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect, and the invalid provision will be modified or replaced to reflect the intent of the parties to the fullest extent possible.

The Customer may not assign or transfer their rights and obligations under this Agreement without prior written consent from the Bank. The Bank may assign or transfer its rights and obligations under this Agreement at any time, without notice to the Customer.

Failure by the Bank to enforce any provision of this Agreement shall not be deemed a waiver of the Bank's right to enforce such provision in the future. Any waiver of a provision of this Agreement must be made in writing and signed by both parties.

The Customer acknowledges that this Agreement may be amended from time to time, and the Customer's continued use of the Bank's services constitutes acceptance of the modified terms.

## 21. Acknowledgement and Acceptance

By using Voyager's services, the Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions outlined in this Agreement. The Customer also acknowledges that they have been provided with the opportunity to ask questions and seek clarification regarding any part of the Agreement before accepting.

The Customer accepts full responsibility for compliance with the terms, including any amendments or updates to the Agreement. The Bank's services will be provided based on the Customer's acceptance of and compliance with these terms.

The Customer's continued use of the Bank's services after any changes to the Agreement will be considered as acceptance of the modified terms. If the Customer does not agree to the terms of this Agreement, they must cease using the Bank's services immediately and may request the closure of their account.

**Louder\_Leo**

CEO of Voyager

Signature: 

Date: 02.02.2025