

## Terms of Use

**Date:** March 20, 2024

The Terms of Use and any terms and conditions incorporated herein by reference (collectively, the “Terms”) govern your use of the [www.redfi.io](http://www.redfi.io) website (the “Site”), any mobile device applications made available to you by REDLINE BLOCKCHAIN, S.A., a Panamanian corporation registered under Folio No. 155712200 of the Public Registry of Panama, (the “Company,” “we,” or “us”), and any other services made available to you by us, including any software interface that enables you to (a) purchase Crypto assets or transfer funds/FIAT for yourself through one of our third-party service providers, and (b) withdraw your FIAT or Crypto assets (collectively with the Site and any other current or future features and/or applications, the “Services”). By accessing, browsing, or otherwise using the Services, by creating an account with us or by clicking “Agree” when prompted to do so on the Site, you agree that you have read, understood, and accepted all of the Terms and our Privacy Policy (the “Privacy Policy”), which is incorporated by reference into the Terms.

We may change, amend, or revise the Terms from time to time and at any time, in our sole discretion. When we make changes, we will make the updated Terms available on the Site and update the “Last Updated” date at the beginning of the Terms accordingly. Please check the Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of our Services after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, then you should not continue to access or use our Services.

**NOTICE:** Please read the Terms and the Privacy Policy carefully as they govern your use of the Services. The Terms contain important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. The Services are only available to you—and you should only access the Services—if you agree completely with the Terms. BY USING OUR SERVICES OR BY CLICKING “I ACCEPT” BELOW OR CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND ALL TERMS AND AGREEMENTS INCORPORATED HEREIN.

If you accept the Terms on behalf of a legal entity, by accessing or using the Services or by clicking “Agree” below or clicking a box indicating your acceptance, you represent that you have the legal authority to accept the Terms on that entity’s behalf, in which case “you” (except as used in this paragraph) will mean that entity. If you do not have such authority, or if you do not accept all of the Terms, then we are unwilling to make our Services available to you. If you do not agree to the Terms, neither you nor the entity on behalf of which you are acting should not access or use our Services.

### 1. ACCOUNT.

1.1 You must create an account with us to use our Services (an “Account”). To create an Account, we will require that you submit certain Account information, which may include, but not be limited to, your name, email address, mobile phone number, street address, zip code, date of birth, social security number, and other government-issued identification documents to us. The first time you access your

Account using a new device we may require you to authenticate your Account with additional information. If your Account cannot be authenticated, then you may not have access to the Account. By creating an Account, you agree to provide accurate, current, and complete Account information about yourself, and to maintain and promptly update as necessary your Account information.

1.2 When creating your Account, you will be required to select a username to identify yourself when using our Services. You may not select a username that misleads or deceives others as to your identity. We may require you to change your username or details of your Account information in our sole discretion, and we may reclaim or make unavailable your username without liability to you.

1.3 By creating your Account, you represent and warrant that you (a) are at least 18 years of age or of legal age to form a binding contract under applicable law; (b) are an individual, legal person or other organization with full legal capacity and authority to enter into the Terms; and (c) have not previously been suspended or removed from using our Services.

1.4 You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate information about you and your Account. This may include asking you for further information and/or documentation about your Account usage or identity, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources.

1.5 We may reject your application to create your Account, or cancel an existing Account, for any reason, in our sole discretion, but you will continue to have all rights related to the crypto/FIAT custodied with the Custodian.

1.6 We will use the email address/phone number you provide as the primary method for communication about your Account and to provide you with any necessary technical support. You must keep your email address and other contact information current in your Account profile.

1.7 By providing us with a mobile phone number, you consent to receiving text (SMS) messages from us. Standard text messaging rates may apply based on your plan with your mobile carrier.

1.8 You must not impersonate any other person or entity to access an Account with us or access anyone else's Account without that person's prior permission. You must not create any Accounts by automated means or under false or fraudulent pretense.

1.9 You agree that you will use the Services only in a manner that complies with all applicable laws, and that you are solely responsible for any improper or unlawful activity in connection with the registration of or use of your Account, including any misrepresentations made in connection with the creation of your Account.

1.10 We will share your Account information and desired transaction information with third-party service providers who fulfill transaction requests in accordance with our Privacy Policy.

1.11 You are responsible for the security of your Account. If you become aware of any unauthorized use of your password or of your Account, then you agree to notify us immediately at [support@redlineblockchain.com](mailto:support@redlineblockchain.com)

## **2. PURCHASING CRYPTOCURRENCY.**

2.1 For each purchase of cryptocurrency, you will be required to do the following: (a) select the dollar value of Crypto Assets you would like to purchase; (b) select whether you will make a one-time purchase or multiple purchases on a recurring schedule; (c) provide payment information, which may be REDFi (FIAT) account information for ACH transactions or, if we make purchases by credit card or debit card available, then such card's number and associated information; and (d) agree to the Custodian's self-directed custodial account agreement. We may require you to create an Account at any time to complete a purchase of cryptocurrency.

2.2 On a daily basis, we deliver the information provided in Section 2.1 to partner company (the "Custodian"), who will (a) sell to you Crypto Assets in the amount you requested (plus the Fee (as defined below)) using your payment information we provide to it; (b) transfer the purchased Crypto Assets to the digital wallet created to custody the purchased Crypto Assets for you; (c) transfer a portion of the Fee to a digital wallet created to custody Crypto Assets for us; and (d) upon the expiration of lock from the time of purchase of the crypto, at your request, transfer the crypto to other digital wallet identified by Redline Blockchain.

2.3 For use of our Services, we charge a percentage (as displayed on the Site at the time of your use of our Services) of the purchase price of Crypto Assets (the "Fee") for offering the Services and as compensation to the Custodian.

2.4 Although we provide information that indicates a price for the Crypto Assets being purchased, we do not sell the Crypto Assets or broker the sale of crypto. The entire purchase of the Crypto Assets is done between you and the Custodian, which may result in a different price for the Crypto Assets being purchased than the implied price displayed when using our Service.

## **3. OUR RELATIONSHIP WITH THE CUSTODIAN.**

We do not have any right to direct, and the Custodian will not take any direction from us regarding, Crypto Assets purchased through the Custodian or any of partner of the Custodian. The Custodian will never commingle the Crypto Assets that its custodies on our behalf with any of the Crypto Assets that you purchase. The Custodian will never provide us with any control or decision-making right with respect to any Crypto Assets the Custodian custodies on your behalf. For the avoidance of doubt, we shall not be named an agent with respect to your custodial account with the Custodian.

## **4. OUR RIGHTS.**

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to any of our Services; (b) to suspend or terminate the

Account of anyone who violates the Terms; (c) to review, modify, filter, disable, delete and remove any and all content and information from the Site; (d) to update and download automatically any software provided on or through the Site; (e) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide; (f) to display advertising and promotions, which may be targeted to certain users or portions of the Site based upon queries made or preferences indicated and may not be identified as paid advertisements or promotions.

## **5. INTELLECTUAL PROPERTY OWNERSHIP.**

5.1 We retain all right, title, and interest in all of our intellectual property, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, visual interfaces, graphics, designs, systems, services, “look and feel,” organization, compositions, formulae, techniques, information and data (collectively, the “Company IP”). The Company IP is protected by copyright, trade dress, patent, and trademark laws, international conventions, or other relevant intellectual property and proprietary rights and applicable laws. You may not use any of the Company IP for any reason without the Company’s prior written consent. We reserve all rights in and to the Company IP not expressly granted to you in the Terms.

5.2 We hereby grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access the material on the Site for non-commercial use only, subject to and conditioned on your continued compliance with the Terms. This license is granted solely to allow you to visit the Site and to use our Services as permitted by the Terms, and you agree not to remove, alter, or obscure any proprietary notices provided in or with the material on the Site or any other Company IP. You will not modify, alter, convert, adapt, clone, replicate, duplicate, copy, translate, reverse engineer, or otherwise manipulate any portion of our Services or the Company IP. All rights not expressly granted in the Terms are reserved.

5.3 You may choose to submit comments, bug reports, ideas, or other feedback about our Services, including without limitation about how to improve our Services (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). If necessary, under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## **6. CONDUCT.**

6.1 By way of example, and not as a limitation, you may not, and may not allow any third party to:

(a) breach the Terms or any agreement incorporated by referenced into the Terms.

(b) breach any law, statute, ordinance, or regulation.

- (c) infringe any Company IP or any third party's copyright, patent, trademark, trade secret or other intellectual property rights or rights of publicity or privacy.
- (d) create or control more than one personal Account for yourself without our express authorization, though, among other methods, using a name that is not yours, using a temporary email address or phone number, or providing any other falsified personal information.
- (e) act in any way that is unlawful, libelous, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable (including, without limitation, display any content on our Site, or using our Services to transmit content, that contains any hate-related or violent content).
- (f) provide false, inaccurate, or misleading information.
- (g) send or receive what could reasonably be believed to be (by us or by others) potentially fraudulently acquired crypto.
- (h) use our Services or the services of our partners in a manner that results in or may result in complaints; disputes, claims, reversals, or chargebacks; or fees, fines, penalties, or losses to us or any of our partners.
- (i) distribute or facilitate the distribution of viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature or otherwise interfere with, circumvent, disable, or attempt to interfere with, circumvent or disable the Site or our Services, the proper working of the Site or our Services, security features of the Site or our Services, or the equipment connected to the Site or our Services.
- (j) take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers or service providers.
- (k) transmit or otherwise make available through our Services any unsolicited commercial messages (i.e., spam), junk mail, pyramid schemes, chain letters or similar materials or information.
- (l) interfere with other users' enjoyment of our Services.
- (m) exploit our Services for any unauthorized commercial purpose.
- (n) reformat or frame any portion of the Site/Sites/Apps.
- (o) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of our Site or content on other of our Services, or to collect information about our users for any unauthorized purpose.
- (p) use any metatags or any other "hidden text" using any of our marks.

(q) access or use our Services for the purpose of creating a product or service that is competitive with any of our products or services, including, without limitation, our Services; or

6.2 If you engage in any of the activities prohibited by Section 6.1, then we may, at our sole and absolute discretion, without notice to you and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your Account and/or prevent you from accessing our Services. If we prevent you from accessing our Services, then you are responsible for all losses that result from that suspension or termination. You are further prohibited from using the Services in any manner that is not expressly and unambiguously authorized by the Terms.

## **7. THIRD-PARTY SERVICE PROVIDERS**

7.1 Our Services operate through third-party service providers, which will require you to agree to separate agreements with them. You agree to comply with all applicable third-party terms of agreement when using our Services. We are not a party to those agreements, and we have no responsibility for the products and services provided by the third parties. Nothing in the Terms creates a contractual relationship between you and our service providers. You acknowledge and agree that we are solely responsible for our Services and for providing maintenance and support services for our Services.

7.2 Our third-party service providers have no warranty obligations whatsoever with respect to our Services and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure of our Services to conform to any warranty provided by us, if any, will be our sole responsibility.

7.3 Our third-party service providers are responsible for addressing any claims relating to the services they provide to you in connection with our Services, including, but not limited to (a) product liability claims; (b) any claim that the Services fail to conform to any applicable legal or regulatory requirement; (c) claims arising under consumer protection, privacy, or similar legislation; and (d) intellectual property claims.

## **8. TAXES**

You alone are responsible for complying with all applicable laws related to use of the Services, including, without limitation, any reporting obligations and payment of all applicable taxes. In addition, you are responsible for determining, remitting, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your use of the Services. If you are a non-United States taxpayer, then you should consult the laws of any jurisdiction applicable to you.

## **9. PROMOTIONS AND REFERRALS.**

We may, from time to time, operate contests, promotions, sweepstakes, or other activities or offer referral programs (“Promotions and Referrals”) that require you to submit material or information concerning yourself. Any Promotions and Referrals may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age or geographic location. You are responsible for reading all rules relating to the Promotions and Referrals to determine whether you are eligible to

participate. If you enter or participate in any Promotions and Referrals, then you agree to abide by and to comply with all rules of the Promotions and Referrals; all Promotions and Referrals will be optional so you should not enter or participate in such Promotions and Referrals if you do not agree to abide by and to comply with all such rules.

## **10. YOUR REPRESENTATIONS AND WARRANTIES.**

By using our Services, you represent and warrant to each of the Company Parties (as defined below) that:

10.1 Authority. You have all requisite power and authority to execute and deliver the Terms, to purchase and use our Services, and to carry out and perform its obligations under the Terms. If you are an individual, then you are at least eighteen (18) years old and of sufficient legal age and capacity to purchase and use our Services. If an entity, then you are duly organized, validly existing and in good standing under the laws of its domiciliary jurisdiction and each jurisdiction where it conducts business.

10.2 No Conflict. The execution, delivery and performance of the Terms will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (a) any provision of your governing documents, if applicable; (b) any provision of any judgment, decree or order to which you are a party, by which it is bound, or to which any of its material assets are subject; (c) any material agreement, obligation, duty or commitment to which you are a party or by which it is bound; or (d) any laws, regulations or rules applicable to you.

10.3 No Consents or Approvals. The execution and delivery of, and performance under, the Terms require no approval or other action from any governmental authority or person other than you.

## **11. SANCTIONS.**

We must comply with economic sanctions and trade restrictions, including those implemented by the Office of Foreign Assets Control (“OFAC”) of the United States Department of the Treasury. This means that we or anyone using our Services cannot take part in transactions that involve designated people or places, as determined by agencies like OFAC. Nobody using our Services, regardless of their location, may engage in transactions involving (a) certain geographic areas, such as Crimea, Cuba, Iran, North Korea, and Syria, or any individual or entity operating or resides places; (b) individuals or entities identified on sanctions lists such as OFAC’s Specially Designated Nationals (SDN) List or Foreign Sanctions Evaders (FSE) List, including, without limitation in thon, any digital currency addresses attributable to any individuals or entities; and (c) nationals of Cuba, regardless of location, unless citizenship or permanent residency outside of Cuba has been established. To ensure compliance with sanctions programs, you are prohibited from using your Account while in certain geographic locations. If we have reason to believe you are operating your Account from a sanctioned location, such as any of the places listed above, or are otherwise in violation of any economic sanction or trade restriction, then we may suspend or terminate your use of our Services, including to cancel any purchases or withdrawals of Crypto Assets that are in progress at the time. You generally are not permitted to make available for sale products or services that originate from sanctioned areas. This includes items that pre-date sanctions since we have no way to

verify when they were removed from the restricted location. In addition to complying with OFAC and applicable local laws, other countries may have their own trade restrictions and certain items may not be allowed for export or import under international laws. You should consult the laws of any jurisdiction when a transaction involves international parties. Third-party payment processors and custodians may independently monitor transactions for sanctions compliance and may block transactions as part of their own compliance programs. We have no authority or control over the independent decision-making of these providers. The economic sanctions and trade restrictions that apply to your use of our Services are subject to change, so you should check sanctions resources regularly. For legal advice, please consult a qualified professional.

## **12. TERMINATION.**

Subject to your compliance with the Terms and all applicable laws, you may terminate the Terms at any time by canceling your Account with us and discontinuing your access to and use of our Services by sending us an email at support@redlineblockchain. We, in our sole discretion and for any or no reason, may terminate the Terms and suspend and/or terminate your Account with us and all our Services. Any suspension or termination of your access or use of your Account and/or our Services may be without prior notice, and we will not be liable to you or to any third party for any such suspension or termination. If we terminate the Terms or suspend or terminate your access to or use of our Services due to your breach of the Terms or any suspected fraudulent, abusive, or illegal activity, then termination of the Terms will be in addition to any other remedies we may have at law or in equity. Upon any termination or expiration of the Terms, whether by you or us you may no longer have access to information that you have posted in connection with our Services or that is related to your Account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party. You will continue to have all rights related to the bitcoin custodied with the Custodian upon termination of the Terms. Sections 5 through 17 will survive the termination or expiration of the Terms for any reason.

## **13. DISCLAIMERS.**

13.1 "AS IS" AND "AS AVAILABLE". YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK, AND THAT OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ADVISORS, REPRESENTATIVES, AFFILIATES AND AGENTS (THE "COMPANY PARTIES") MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING OUR SERVICES AND ANY PART OF ANY OF THEM (INCLUDING, WITHOUT LIMITATION, OUR SERVICES OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT TO YOU THAT (A) YOUR ACCESS TO OR USE OF OUR SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR ACCESS TO OR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) USAGE DATA PROVIDED THROUGH OUR SERVICES WILL BE ACCURATE, (D) OUR SERVICES OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR



THROUGH OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (E) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE OUR SERVICES WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13.2 PERSONAL RISKS. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO THE COMPANY'S GROSS NEGLIGENCE. YOU WILL IMPLEMENT REASONABLE AND APPROPRIATE MEASURES DESIGNED TO SECURE ACCESS TO (A) ANY DEVICE ASSOCIATED WITH YOU AND UTILIZED IN CONNECTION WITH YOUR PURCHASE OR USE OF OUR SERVICES; AND (B) ANY OTHER USERNAME, PASSWORDS OR OTHER LOGIN OR IDENTIFYING CREDENTIALS.

#### **14. LIMITATION OF LIABILITY.**

14.1 YOU UNDERSTAND AND AGREE THAT NONE OF THE COMPANY PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 YOU UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE AND DISCLAIMS ALL LIABILITY TO YOU IN CONNECTION WITH ANY FORCE MAJEURE EVENT, INCLUDING ACTS OF GOD; LABOR DISPUTES OR OTHER INDUSTRIAL DISTURBANCES; ELECTRICAL, TELECOMMUNICATIONS, HARDWARE, SOFTWARE OR OTHER UTILITY FAILURES; SOFTWARE OR SMART CONTRACT BUGS OR WEAKNESSES; EARTHQUAKES, STORMS, OR OTHER NATURE-RELATED EVENTS; PANDEMICS; BLOCKAGES; EMBARGOES; RIOTS; ACTS OR ORDERS OF GOVERNMENT; ACTS OF TERRORISM OR WAR; TECHNOLOGICAL CHANGE; AND CHANGES IN INTEREST RATES OR OTHER MONETARY CONDITIONS.

14.3 YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF OUR SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU ACTUALLY PAID TO US UNDER THE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) ONE HUNDRED DOLLARS (\$100).

14.4 YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE OUR SERVICES AVAILABLE TO YOU AND ENTERED INTO THE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

14.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

#### **15. NO RESPONSIBILITY FOR TRANSACTIONS WITH THE CUSTODIAN.**

We are not responsible for any transaction that occurs between you and the Custodian. If the Custodian fails to complete a purchase on your behalf on time or in the correct amount or any loss occurs with respect to Crypto Assets custodied with the Custodian, then we will not be liable for your losses or damages.

#### **16. INDEMNIFICATION.**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless and reimburse the Company Parties from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by a Company Party arising from or relating to (a) your use of the Site or our Services; (b) your responsibilities or obligations under the Terms; (c) your breach of or violation of the Terms; (d) any inaccuracy in any of your representations or warranties; (e) your violation of any rights of any other person or entity, including any proprietary or privacy rights; (f) your violation of any law or regulation; and/or (g) any of your acts or omissions that are negligent, unlawful or constitutes willful misconduct.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 16. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

#### **17. DISPUTE RESOLUTION.**

Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate ALL disputes with US and limits the manner in which you can seek relief.

17.1 You and the Company agree to resolve any controversy, claim or dispute arising out of or relating to the subject matter of the Terms or to the Services through confidential, final, and binding arbitration.

17.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES SHALL BE RESOLVED BY ARBITRATION. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you and the Company, to the fullest extent permitted by law, waive all rights to a jury trial instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THE TERMS TO ARBITRATE.

17.3 The Terms are governed by and shall be construed in accordance with the laws of the Panama city, Panama, without regard to its conflict of law's provisions. The language to be used in the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be Panama City, Panama.

17.4 You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. A CLAIMANT OR THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION OR JOINT LITIGATION. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY, ON A CLASS BASIS OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE WAIVING ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS REPRESENTATIVE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

In the event that any provision of this Arbitration Agreement, or any part thereof, is found to be void, invalid, or otherwise unenforceable under the laws of the Republic of Panama, such provision shall be ignored and the remainder of the Arbitration Agreement shall continue in effect. For such void or unenforceable provisions, or where arbitration as outlined in this Arbitration Agreement is found to be prohibited by law, the parties agree that any claims, disputes, or controversies shall be brought and heard in the ordinary courts of Panama City, Panama. This ensures that, notwithstanding the preferential option for arbitration, there remains a clear path for dispute resolution within the legal framework of Panama

## **18. EXTERNAL SITES.**

The Site or our other Services may include hyperlinks or redirect you to other websites or resources (collectively, "External Sites") that are provided solely as a convenience to you. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites and that we do not endorse any advertising, products, services, or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products, services or other materials on, or made available from, any External Sites.

## **19. ENTIRE AGREEMENT.**

The Terms, including the Privacy Policy, constitute the entire agreement between you and us with respect to the subject matter hereof, including the Services. The Terms, including the Privacy Policy, supersede any and all prior or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of the Terms. The Terms do not alter any agreement you have with the Custodian. In the event of any conflict between the Terms and any agreement with the Custodian, the terms of that other agreement will control only if the Terms are specifically identified and declared to be overridden.

## **20.PRIVACYPOLICY.**

The Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.