

SYMBRIDGE INDIVIDUAL PARTICIPANT AGREEMENT

Last updated: November 15, 2021

Welcome to Symbridge! This is a Participant Agreement (“**Agreement**”) between you (also referred to herein as “**Participant**”) and Symbridge LLC (“**Symbridge**”). This Agreement governs your use of the services provided by Symbridge described below (“**Symbridge Services**”). By signing up to use an account through symbridge.com (including, without limitation, all technology and access to services provided by Symbridge, collectively the “**Symbridge Site**”), **you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement including, without limitation, Section 8.5 "Arbitration; Waiver of Class Action," as well as our privacy policy (“Privacy Policy”) and the Symbridge Rulebook (“Rulebook”).** The Rulebook and this Agreement are collectively referred to as the “**Symbridge Agreements**”.

1. Your Account

1.1. Eligibility. To be eligible to use the Symbridge Services, you must be (1) an accredited investor, (b) at least 18 years old, and (c) located in one of the jurisdictions set forth on the Symbridge Site. You represent and warrant to Symbridge that, as of the date hereof and on an ongoing basis during such time you are using the Symbridge Services and/or the Symbridge Site that you have full power and authority (corporate and otherwise) to execute and deliver this Agreement and to perform your obligations under the Symbridge Agreements.

1.2. Changes to this Agreement. We may amend or modify this Agreement at any time pursuant to Section 11.5 of this Agreement.

1.3. Registration of Symbridge Account. You must register for an account to use the Symbridge Services (a “**Symbridge Account**”). By using a Symbridge Account you agree and represent that you will use Symbridge only for yourself, and not on behalf of any third party. You are fully responsible for all activity that occurs under your Symbridge Account. We may, in our sole discretion, refuse to open a Symbridge Account, or, at any time, limit the number of Symbridge Accounts that you may hold or suspend or terminate any Symbridge Account or the trading of specific Digital Asset in your account.

1.4. Identity Verification. During registration for your Symbridge Account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial or other crimes and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Symbridge Services. Your access to one or more Symbridge Services and the limits that apply to your use of the Symbridge Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and

information regarding your employment, income, bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference, fraud prevention or financial crime or other relevant governmental agencies and that these agencies may respond to our inquiries in full. Further, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Symbridge with your wireless operator account profile information for the duration of the business relationship. See our Privacy Policy for how we treat your data.

1.5. Access. To access the Symbridge Services, you must have the necessary equipment (such as a smartphone or laptop) and the associated telecommunication service subscriptions to access the Internet. The Symbridge Services can be accessed directly using the Symbridge Site. Access to Symbridge Services may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays. Although we strive to provide you with excellent service, we do not represent that the Symbridge Site or other Symbridge Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. Symbridge shall not be liable for any losses resulting from or arising out of transaction delays.

1.6 Digital Assets. As used herein, “Digital Asset” means a digital asset (also called a “cryptocurrency,” “virtual currency,” “asset backed token” representing ownership in underlying physical commodities (“**ABTs**”), “digital asset,” or “virtual commodity”), such as bitcoin or ether, which is a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network. As used throughout this Agreement, “Digital Asset” means only Supported Digital Assets (defined below in Section 2.3).

1.7 Account Closure. You may close any of your Symbridge Account(s) at any time. You agree and understand that closing an account will not affect any rights and obligations incurred prior to the date of account closure. You may be required to either cancel or complete all open orders and, in accordance with the provisions of this Agreement, provide transfer instructions of where to transfer any fiat currency and/or Digital Assets remaining in your account. You are responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees or transfer costs of fiat currency or Digital Assets) associated with the closing of your account. In the event that the costs of closing of your account exceed the value in your account, you will be responsible for reimbursing Symbridge for all amounts due. You may not close any of your

accounts to avoid paying any fees otherwise due or to avoid any examination related under Applicable Law (defined below in Section 1.8) or otherwise pursuant to this Agreement or the Rulebook.

1.8 Applicable Laws and Regulations. All transactions and your conduct on Symbridge are subject to applicable law and regulations. “**Applicable Law**” shall mean all applicable laws, rules, and regulations, including without limitation US federal, state, and local laws; the applicable laws of any foreign governmental authority; the constitution, by-laws, rules, regulations, customs, and uses of the Symbridge Services and the applicable rules of any self-regulatory organization of which Symbridge is a member. In no event will Symbridge be obligated to effect any transaction or act on any instruction that it believes would violate Applicable Law. Participant agrees that Symbridge and Participant are each obligated to comply with Applicable Law. Participant acknowledges that the Service is inherently a US service, subject to an extensive framework of US laws and regulations. Symbridge shall not be liable to Participant as a result of any action or inaction taken by Symbridge to comply with Applicable Law. If there is a change in any Applicable Law that is inconsistent with any provision herein, the affected provision shall be deemed modified or superseded, as the case may be, by the Applicable Law, and all other provisions of this Agreement shall in all respects continue in full force and effect. Participant acknowledges and agrees that Participant does not have a private right of action with respect to any Applicable Law.

1.9 Prohibited Use. You may not use your Symbridge Account(s) to engage in the following categories of activity (collectively, “**Prohibited Uses**”). Any engagement in Prohibited Uses set forth below will constitute a Conduct Violation, as defined below, and will be subject to Section 1.9 of this Agreement and the Rulebook. By opening a Symbridge Account, you confirm that you will not use your Symbridge Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of Applicable Law, sanctions programs administered in the countries where Symbridge conducts business, including but not limited to the US Department of Treasury Office of Foreign Asset Controls (“**OFAC**”), or which would involve the proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Symbridge Site or any other Symbridge platform or technology that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Symbridge Site, other Symbridge Accounts, computer systems or networks connected to the Symbridge Site, through password mining or any other means; use Symbridge Account information of another party to access or use the Symbridge Site, except in the case of specific merchants and/or applications which are specifically authorized by a participant to access such participant’s Symbridge Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Symbridge.

- Fraud: Activity which operates to defraud Symbridge, Symbridge participants, or any other person; provide any false, inaccurate, or misleading information to Symbridge.

1.10 Account Investigations. You agree that you will promptly respond to any request for information from Symbridge or any applicable governmental or regulatory authority. You agree and understand that we have the right to immediately investigate your account and any Related Account, as defined in 1.11, if we suspect, in our sole discretion, you and/or any such account to be in violation of:

- Any provision of this Agreement;
- Any Applicable Laws; or
- Our Rulebook,

(each, a “**Conduct Violation**”) at any time since the opening of such account or Related Account.

You further agree and understand that we have the right to immediately investigate your account and any Related Account, if:

- We are required to do so by a regulatory authority, court order, facially valid subpoena, or binding order of a government authority;
- The account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;
- The account has not been accessed in two years or more; or
- There is a failure to maintain adequate financial resources in the account.

We may, in our sole discretion, give Written Notice (defined below) that your account is the subject of an investigation and may, in our sole discretion, share the general nature of the investigation, if permitted to do so by law.

If we suspect that an account has committed a Conduct Violation, we will give Written Notice (defined below) and share the general nature of the allegations as well as the specific activity relating to the violation. You will have the right to submit, within seven calendar days from the date of notification, a written statement to our Chief Compliance Officer (“**CCO**”) explaining why no disciplinary action should be taken.

You agree and understand that upon our request and within the time frame designated by us, you and any related party are obligated to respond to any written questions and to furnish any documentary materials and other information in connection with any investigation initiated pursuant to this Agreement. You agree and understand that neither you nor any related party shall impede or delay any investigation or proceeding conducted pursuant to this Agreement, nor refuse to comply with any request made pursuant to this Agreement.

Following the conclusion of an investigation, our CCO will make, in his or her sole discretion, a determination based upon the weight of the evidence. Our CCO may consider a variety of factors in assessing whether your conduct constituted a Conduct Violation.

You agree and understand that if your account or any Related Account is determined, in our sole discretion, to have committed a Conduct Violation, we have the right to suspend and/or terminate any such accounts in accordance with Sections 1.11 and 1.12 below, and take any and all necessary and appropriate actions pursuant to this Agreement, the Rulebook and/or Applicable Laws.

1.11 Account Suspension. You agree and understand that we have the right to immediately (i) suspend your account and all accounts beneficially owned by you and any individuals for which you are a representative or authorized signatory and, in the case of entities, any affiliates (each, a “**Related Account**”), (ii) freeze/lock the funds and assets in all such accounts, and (iii) suspend your access to Symbridge, until a determination has been made, if we suspect, in our sole discretion, you and/or any such accounts have committed a Conduct Violation. You consent to allow Symbridge to provide all information Symbridge has about you and your trading activity and any Related Account to FinCEN, the NYSDFS, the CFTC or any other applicable Regulatory Agency, law enforcement authority, or judicial tribunal, including (as may be required by information sharing agreements or other contractual, regulatory, or legal provisions) foreign regulatory or self-regulatory bodies, law enforcement authorities, or judicial tribunals.

1.12 Account Termination. You agree and understand that we have the right to terminate your access to Symbridge and any account at any time and for any reason, and that if we do so, your rights and obligations under this Agreement will continue, as set forth herein. You further agree and understand that we have the right to take any and all necessary and appropriate actions pursuant to this Agreement and/or Applicable Laws. If your account is terminated, we will return your funds, less the value of any trading fee discounts, rebates, costs, and/or damages that we are entitled to pursuant to this Agreement. If your account is no longer subject to an investigation, court order, or subpoena, you authorize us to return your funds (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any bank account linked to your account, unless otherwise required by law. If there is a Digital Asset balance remaining in your account, you agree to provide us with a Digital Asset address within seven calendar days upon receiving Written Notice (defined below), so that we can return the remaining Digital Assets to you. If you fail to do so, you hereby agree that we are permitted to sell any remaining Digital Assets on the open market at a price within 5% of the Prevailing Market Price and return the proceeds (less any trading fee discounts, rebates, and/or damages to which we are entitled) to any bank account linked to your account.

1.13 Account Remedies for Breach. You agree and understand that if you, your account, or any Related Account is determined, in our sole discretion, to have committed a Conduct Violation, we have the right to debit from your account or any Related Account (i) the value of any trading fee discounts or rebates that you or the holder of a Related Account has received in connection with this Agreement at any time after one year preceding the date on which we become aware of the existence of the Conduct Violation and (ii) any other damages suffered by us as a result of the Conduct Violation. You further agree and understand that if we determine, in our sole discretion, that you have colluded, coordinated, and/or collaborated with any other Symbridge participant to commit a Conduct Violation, you and that participant will be jointly and severally liable for the whole value of any trading fee discounts, rebates, and/or damages to which we are entitled under this subsection and any such amounts may be debited, in our sole discretion, from your account, that participant’s account, or in each case, any Related Account. We will deduct any such amounts from the respective Fiat Account(s) and/or Digital Asset Account(s). If withdrawing from a Digital

Asset Account, we will withdraw sufficient Digital Assets as calculated using the Symbridge trailing 24-hour U.S. dollar denominated volume weighted average price as of 4pm ET (the “**Prevailing Market Price**”). In addition, you agree and understand that we may alternatively collect some or all of any such amounts by offsetting them against any amount owing to you from Symbridge. If you disagree with any determination made or remedy exercised under this subsection, you may bring an arbitration action pursuant to the dispute resolution provisions of this Agreement.

1.14 Written Notice. If we send an email to the email address on record for your Symbridge Account, you agree and understand that this constitutes written notice (“**Written Notice**”) from us to you. If you email support@symbridge.com, this constitutes Written Notice from you to us. For all notices made by email, the date of receipt is considered to be the date of transmission.

1.15 Current Information. It is your responsibility to provide us with a true, accurate and complete information in connection with Section 1.4, and contact information, that includes, without limitation, your email address, and to keep such information up to date. You understand and agree that if Symbridge sends you an electronic Communication, as defined in Section 10, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Symbridge will be deemed to have provided the Communication to you. Symbridge shall not be responsible for any losses resulting from Symbridge’s inability to contact you due to your failure to update Symbridge, as required by this Section. You must update any changes to your contact information immediately, and in any event within twenty-four (24) hours, and update any other information provided to Symbridge within five (5) business days, following any change by logging into your account and visiting settings or by contacting our support team at support@symbridge.com. In addition to the information provided as part of the account opening process, Symbridge may from time to time request additional information necessary to perform Symbridge Services, provide access to the Symbridge Site, or to comply with any applicable regulatory requirements or requests or any Applicable Laws.

2. Wallet and Custodial Services

2.1 Wallet Services. As part of your Symbridge Account, Symbridge will provide account holders with access to: (a) a hosted Digital Asset wallet(s) for holding Digital Assets (“**Digital Asset Wallet**”), and (b) a hosted US Dollars (“**USD**”) wallet for holding USD (a “**USD Wallet**”).

2.2 Hosted Digital Asset Wallet. Your Digital Asset Wallet allows you to store, track, transfer, and manage your balances of Digital Assets. We securely store Digital Asset private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a transfer of Digital Assets (a “**Digital Asset Transfer**”) in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Asset Transfer.

2.3 Supported Digital Assets. Your Symbridge Account is intended solely for proper use of Digital Assets that are supported by and tradable on the Exchange (“**Supported Digital Assets**”) as designated on the Symbridge Site. Under no circumstances should you attempt to use your Digital Asset Wallet to store, send, request, or receive Digital Assets we do not support. Symbridge assumes no responsibility in connection with any attempt to use your Digital Asset Wallet or other custodial services offered by Symbridge with respect to digital assets that Symbridge does not support.

2.4 Supplemental Protocols Excluded. Unless specifically announced on the Symbridge Site or other official public statement of Symbridge, Supported Digital Assets excludes all other protocols and/or functionality which supplement or interact with the Supported Digital Asset. This exclusion includes but is not limited to: metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Digital Asset we support. Do not use your Symbridge Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as Symbridge is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item. You acknowledge and agree that supplemental protocols are excluded from Supported Digital Asset and that Symbridge has no liability for any losses related to supplemental protocols.

2.5 Digital Asset Custody and Title. All Digital Assets held in your Digital Asset Wallet are custodial assets held via Symbridge’s custodial services for your benefit, as described in further detail below. Symbridge shall have fiduciary responsibility for the safekeeping and use of all Digital Assets of the Participant held via Symbridge’s custodial services. The Participant’s Digital Assets and fiat currency will be considered fiduciary assets that remain Participant’s property, and Symbridge hereby confirms that Participant’s Digital Assets and fiat currency will not be assets on the balance sheet of Symbridge.

2.5.1 Ownership. Title to Digital Assets shall at all times remain with you and shall not transfer to Symbridge. As the owner of Digital Assets in your Digital Wallet, you acknowledge that Digital Assets are a volatile product and that any Digital Asset may lose significant or all of its value. You agree that you shall bear all risk of loss of value of such Digital Assets and Symbridge shall have no liability for Digital Asset value fluctuations. None of the Digital Assets in your Digital Asset Wallet are the property of, or shall or may be loaned to, Symbridge; Symbridge does not represent or treat assets in Participant’s Digital Asset Wallets as belonging to Symbridge. Symbridge may not grant a security interest in the Digital Assets held in your Digital Asset Wallet. Except as required by a facially valid court order, or except as provided herein, Symbridge will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Assets in your Digital Asset Wallet unless instructed by you.

2.5.2 Control. You control the Digital Assets held in your Digital Asset Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending them to a different blockchain address. As long as you continue to custody your Digital Assets with Symbridge, Symbridge shall retain control over electronic private keys associated with

blockchain addresses operated by Symbridge, including the blockchain addresses that hold your Digital Assets.

2.5.3 Acknowledgement of Risk. You acknowledge that Digital Assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

2.5.4 Digital Assets Not Segregated. In order to more securely custody assets, Symbridge may use shared blockchain addresses, controlled by Symbridge, to hold Digital Assets held on behalf of and for the benefit of customers. Symbridge shall have no obligation to segregate by blockchain address Digital Assets owned by you from Digital Assets owned by other customers.

2.6 USD Wallet. Your USD Wallet allows you to hold and transfer USD with your Symbridge Account as described below. In general, we will combine the balance of your USD Wallet with other customers' balances and either hold those funds in a custodial account at a U.S. FDIC-insured bank or invest those funds in accordance with state money transmitter laws. Symbridge owns the interest or other earnings on these investments. Pooled customer funds are held apart from Symbridge's corporate funds and Symbridge will neither use these funds for its operating expenses or any other corporate purposes.

3. Payment Services, Purchase & Sale Transactions

3.1 USD Funds. You can load funds into your USD Wallet via wire transfer. Your USD balance is in a pending state and will not be credited to your USD Wallet until after the funds have cleared. We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account and your wire transfer must match the name verified on your Symbridge Account.

3.2 Purchase or Sale of Digital Asset. When you purchase (buy) Digital Assets using the trade execution service provided by Symbridge, this transaction is intended to effect a sale of Digital Asset(s). You can purchase (buy) Digital Assets using: (a) funds in your USD Wallet, or (b) Digital Assets held in certain Digital Asset Wallets, as permitted by Symbridge (each a "**Valid Payment Method**"). Your purchase must follow the relevant instructions on the Symbridge Site. You will be able to purchase (buy) Digital Assets once funds are received in your Symbridge Account through the use of a Valid Payment Method. A purchase of Digital Asset(s) using a Valid Payment Method generally will initiate on the business day that adequate funds are placed in your Symbridge Account. Purchased Digital Assets will be deposited in your Digital Asset Wallet as soon as funds have settled to Symbridge. You can sell Digital Assets and instruct Symbridge to deposit funds into your Symbridge USD Wallet or, where supported, a Digital Asset Wallet. Digital Asset purchases and sales are collectively referred to herein as "**Digital Asset Transactions**". If Symbridge cannot complete your Digital Asset Transaction for any reason (such as price movement or an order exceeding the maximum order size), Symbridge will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

3.3 Fees. A full list of Symbridge fees for your Symbridge Account can be found on our Trading Fees Disclosures page. By using Symbridge Services you agree to pay all applicable fees.

Symbridge reserves the right to adjust its pricing and fees and any applicable waivers at any time. We will always notify you of the pricing and fees which apply to your transaction when you authorize the transaction and in each trade notification we issue to you. We may charge network fees (miner fees) to process a Digital Asset Transaction on your behalf. We will calculate the network fee in our discretion, although we will always notify you of the network fee at or before the time you authorize the Digital Asset Transaction. Bank fees charged to Symbridge are netted out of transfers to or from Symbridge. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional USD to cover bank fees if you desire to complete such a transfer.

3.4 Unauthorized and Incorrect Transactions. When a Digital Asset or USD transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise pursuant to Section 1.14 of this Agreement. It is important that you regularly check your USD Wallet and Digital Asset Wallet balances and your transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this section within two weeks of the date of such transaction(s).

3.5 Account Information. You will be able to see your USD Wallet and Digital Asset Wallet balances using the Symbridge Site. You can also see your transaction history using the Symbridge Site, including (i) the amount (and currency) of each Digital Asset Transaction, (ii) a reference to the identity of the payer and/or payee (as appropriate), (iii) any fees charged (excluding any spread, or margin, over the prevailing market rate on Symbridge's trading platform), (iv) if applicable, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (v) the date of each Digital Asset Transaction.

3.6 Consent to Access, Processing and Storage of Your Personal Data. You consent to us accessing, processing, and retaining any personal information you provide to us for the purpose of us providing Symbridge Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Please see our Privacy Policy for further information about how we process your personal data, and the rights you have in respect of this.

3.7 Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize Symbridge, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your USD Wallet or Digital Asset Wallet balances, in any amount necessary to complete the transaction. We reserve the right to refuse to process, or to cancel or reverse, any Digital Asset Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a

subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if Symbridge suspects the transaction relates to Prohibited Use as set forth above. In such instances, Symbridge will not process or will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

3.8 Payment Services Partners. Symbridge may use a third-party payment processor to process any US Dollar payment between you and Symbridge, including but not limited to payments in relation to your use of the Digital Asset Transactions or deposits or withdrawals from your USD Wallet.

4. Digital Asset Transfers

4.1 In General. If you have sufficiently verified your identity, your Digital Asset Wallet enables you to send Supported Digital Assets to, and request and receive Supported Digital Assets from, third parties by giving instructions through the Symbridge Site. Your transfer of Supported Digital Assets between your other Digital Asset wallets (including wallets off the Symbridge Site) and to and from third parties is a “**Digital Asset Transfer**.”

4.2 Pending Transactions. Once a Digital Asset Transfer is submitted to a Digital Asset network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to complete confirmation of the transaction by the Digital Asset network. A Digital Asset Transfer is not complete while it is in a pending state. Pending Digital Asset Transfers that are initiated from a Symbridge Account will reflect a pending transaction status and are not available to you for use on the Symbridge platform or otherwise while the transaction is pending.

4.3 Inbound Digital Asset Transfers. When you send Digital Assets to a Symbridge wallet from an external wallet not hosted on Symbridge (“**Inbound Transfers**”), the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner’s fees in order for the transaction to be successful. Insufficient network fees may cause an Inbound Transfer to remain in a pending state outside of Symbridge’s control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Asset which conforms to the particular Symbridge wallet into which funds are directed. For example, if you select an Ethereum wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Ethereum alone, and not any other currency, such as Bitcoin or Ethereum Classic. Symbridge incurs no obligation whatsoever with regard to unsupported Digital Assets sent to a Symbridge Account or Supported Digital Assets sent to an incompatible Digital Assets wallet. Erroneously transmitted funds will be lost. We recommend customers send a small amount of Supported Digital Assets as a test prior to initiating a send of a significant amount of Supported Digital Asset. Symbridge may from time to time determine types of Digital Assets that will be supported or cease to be supported. Symbridge will notify you prior to supporting new Digital Assets or ceasing to support existing digital assets.

4.4 Outbound Digital Asset Transfers. When you send Digital Assets from your Symbridge Account to an external wallet (“**Outbound Transfers**”), such transfers are executed at your instruction by Symbridge. You should verify all transaction information prior to submitting instructions to us. Symbridge shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Digital Asset Transfers cannot be reversed once they have been broadcast to the relevant Digital Asset network, although they may be in a pending state, and designated accordingly, while the transaction is processed. Symbridge does not control the Digital Asset network and makes no guarantees that a Digital Asset Transfer will be confirmed by the network. We may refuse to process or cancel any pending Outbound Digital Asset Transfers as required by law or any court or other authority to which Symbridge is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Symbridge Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.6 Third Party Merchants. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase from a third party (including other users of Symbridge Services). We are not responsible for ensuring that a third-party buyer or a seller you transact with will complete the transaction or is authorized to do so. If you experience a problem with any goods or services purchased from or sold to a third party using Digital Assets transferred using the Symbridge Digital Asset Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Symbridge Support at support@symbridge.com so that we may consider what action to take, if any.

4.7 Debts. In the event that there are outstanding amounts owed to us hereunder, including in your Symbridge Account, Symbridge reserves the right to debit your Symbridge Account accordingly.

5. Exchange Services and Additional Services

5.1 Generally. Symbridge Services include the operation of an exchange (“**Exchange**”) that facilitates the buying and selling of Digital Assets that are approved for trading on the Exchange (“**Listed Digital Assets**”) by the use of an electronic list of buy and sell orders for a specified Listed Digital Asset (each an “**Order Book**”). ANY PERSON INITIATING OR EXECUTING A TRANSACTION ON SYMBRIDGE’S EXCHANGE OR SUBJECT TO SYMBRIDGE’S RULEBOOK, AND ANY PERSON FOR WHOSE BENEFIT SUCH A TRANSACTION HAS BEEN INITIATED OR EXECUTED, EXPRESSLY CONSENTS TO THE AUTHORITY OF SYMBRIDGE AND AGREES TO BE BOUND BY AND COMPLY WITH ALL APPLICABLE PROVISIONS OF SYMBRIDGE’S RULEBOOK AND THIS AGREEMENT.

5.2. Exchange Services. You may use your account with Symbridge to place orders (each, an “**Order**”) to buy and/or sell Listed Digital Assets. Unmatched Orders rest in the Order Book until such time that our Exchange matching engine matches the Orders and a transaction occurs (a “**Trade**”). Each Trade (i) transfers ownership between participants, (ii) is recorded on our internal

ledger (“**Exchange Ledger**”), and (iii) is reflected through automatic adjustments to each participant’s Symbridge Account.

5.3 Additional Services. In addition to the Symbridge Services above, other services (“**Additional Services**”) may be made available by Symbridge to participants that fulfill certain eligibility criteria.

5.4 Exchange Ledger. All USD and Digital Assets traded on the Exchange are, at all times, held in secure accounts and wallets, respectively, in Symbridge’s name for the benefit of Symbridge customers with licensed banks and custodians, or other secure third parties. To increase the security of the USD and Digital Assets held for use on the Exchange, Symbridge limits the use of hot wallet infrastructure. Symbridge uses its Exchange Ledger to reflect the transfer of USD and Digital Assets between participants. This transfer is facilitated using internal, automatic blockchain-based ledgering that accounts for the transfer of the beneficial ownership of assets during trading. When a trade occurs, there is no movement of underlying USD or Digital Assets between individual participant accounts. Instead, the Exchange Ledger automatically adjusts the record of beneficial ownership, crediting and debiting the relevant participants’ Symbridge Accounts.

5.5 ABT Trading and Redemption. Trading of the beneficial ownership of ABTs, like all Digital Assets, will occur through the use of the Exchange Ledger, as described in Section 5.4. At all times ABTs will be held in Symbridge’s account, for the benefit of Symbridge’s customers, with the applicable third-party issuer or custodian. The redemption of ABTs will be initiated by participants on the Exchange and facilitated through Symbridge. Symbridge will facilitate the redemption directly with the relevant issuer of the ABTs and/or the custodian on behalf of the participant requesting redemption.

6. Data Protection and Security

6.1 Personal Data. You acknowledge that we may process personal data in relation to you, and personal data that you have provided or in the future provide to us in connection with this Agreement and/or the Symbridge Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and that such data is accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, which is available here at www.symbridge.com/privacy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of our Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

6.2 Security Breach. If you suspect that your Symbridge Account or any of your security details have been compromised, or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or Symbridge (together a “**Security Breach**”), you must provide Written Notice to Symbridge as soon as possible, and in

no event later than three (3) business days after such event, at support@symbridge.com with the subject line "Security Breach" or by calling us at +1 203 485 5500 and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage, or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

7. General Use, Prohibited Use, Death of Account Holder

7.1 Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Symbridge Services, Symbridge Site, and related content, materials, information (collectively, the "**Content**") solely for purposes approved by Symbridge from time to time. Any other use of the Symbridge Site or Content is expressly prohibited and all other right, title, and interest in the Symbridge Services, Symbridge Site or Content is exclusively the property of Symbridge and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Symbridge. "Symbridge.com", "Symbridge", and all logos related to the Symbridge Services or displayed on the Symbridge Site are either trademarks or registered marks of Symbridge or its licensors. You may not copy, imitate, or use them without Symbridge's prior written consent.

7.2 Website Accuracy. Although we intend to provide accurate and timely information on the Symbridge Site, the Symbridge Site (including, without limitation, the Content) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products, and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Symbridge Site are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for Digital Assets, is for informational purposes only and Symbridge makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Symbridge Site.

7.3 Third-Party Applications. If, to the extent permitted by Symbridge from time to time, you grant express permission to a third party to access or connect to your Symbridge Account(s), either through the third party's product or service or through the Symbridge Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Symbridge Account(s). Further, you acknowledge and agree that you will not hold Symbridge responsible for, and will indemnify Symbridge from, any liability arising out of or related to any act or omission of any third party with access to your Symbridge Account(s).

7.4 Prohibited Use. In connection with your use of the Symbridge Services, and your interactions with other participants, and third parties you agree and represent you will not engage in any Prohibited Uses defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request. We reserve the right to cancel and/or suspend your Symbridge Account(s) and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

7.5 Transaction Limits. The use of all Symbridge Services is subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily) based on your current account balance, as determined by Symbridge in its reasonable discretion.

7.6 Death of Account Holder. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you (all references to “you” and “your” include a joint account holder, if applicable) have died, we will freeze your Symbridge Account and, during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Symbridge Account, as further described below, and the entirety of your Symbridge Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new Symbridge Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Symbridge Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Symbridge Account. Pursuant to the above, the opening of a new Symbridge Account by a designated fiduciary is mandatory following the death of a Symbridge Account owner, and you hereby agree that your fiduciary will be required to open a new Symbridge Account and provide the information required under this Agreement in order to gain access to the contents of your Symbridge Account.

7.7 Unclaimed Property. If Symbridge is holding funds (whether fiat currency or Digital Assets) in your account, and Symbridge is unable to contact you and has no record of your use of the Symbridge Services for several years, applicable law may require Symbridge to report these funds (including fiat currency and Digital Assets) as unclaimed property to the applicable jurisdiction. If this occurs, Symbridge will try to locate you at the address shown in our records, but if Symbridge is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property.

7.8 Relationship of the Parties. Symbridge is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Symbridge to be treated as partners, joint venturers, or otherwise as joint associates for profit, or either you or Symbridge to be treated as the agent of the other.

7.9 Privacy of Others; Marketing. If you receive information about another participant through the Symbridge Services, you must keep the information confidential and only use it in connection with the Symbridge Services. You may not disclose or distribute a participant's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive such participant's express consent to do so. You may not send unsolicited email to another Symbridge participant through the Symbridge Services.

7.10 Password Security; Contact Information. You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Symbridge Services. Symbridge will require you to use two-factor authentication tools in connection with accessing your Symbridge Account. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Symbridge Account(s) by third-parties and the loss or theft of any Digital Asset and/or funds held in your Symbridge Account(s) and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer screen with someone else when you are logged on to your Symbridge Account. Symbridge will never under any circumstances ask you for your IDs, passwords, or two-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Symbridge and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Symbridge Account(s) information has been compromised, contact Symbridge Support immediately pursuant to Section 6.2.

7.11 Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Symbridge Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Symbridge Account(s). If a correct taxpayer identification number is not provided to Symbridge, you understand and agree that you may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to you. Backup withholding taxes are sent to the appropriate taxing authority and cannot be refunded by Symbridge.

7.12 No Investment Advice or Brokerage; Disclaimer. For the avoidance of doubt, Symbridge does not provide investment, tax, or legal advice. As with any asset, the value of Digital Assets can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. You should carefully consider whether trading or holding Digital Assets is suitable for you in light of your financial condition. All Symbridge trades are executed

automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal and/or tax professional(s) regarding your specific situation. Symbridge may provide educational information about Supported Digital Assets, as well as Digital Assets not supported by Symbridge, in order to assist users of Symbridge Services in learning more about such Digital Assets. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. Symbridge does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Symbridge will not be held responsible for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by Symbridge.

7.14. OFAC & Sanctions Program Compliance. Participant agrees to comply with Applicable Law, including without limitation the economic sanctions administered by OFAC. Participant may not use Symbridge Services for illegal activity. Participant agrees to indemnify, defend, and hold Symbridge harmless from every action, proceeding, claim, loss, cost, and expense (including attorney fees) suffered or incurred by Symbridge due to any US or foreign government entity's seizing, freezing, or otherwise causing Symbridge to assert control over any account or funds in an account of the Participant (or Symbridge) when purportedly caused by or arising out of the Participant's action or inaction. This applies whether or not such action is ultimately determined to be authorized under the laws of the United States or its territories or of any foreign jurisdiction. Symbridge is not required to inquire about or determine the authority of any action taken by the US or foreign government entity prior to acceding to any legal process initiated by it.

Participant acknowledges that U.S. Federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain non-U.S. countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>. In addition, the programs administered by OFAC ("OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Participant represents and warrants that none of: Participant; any person controlling or controlled by Participant; if Participant is a privately held entity, any person having a beneficial interest in Participant's account(s); or to the best of its knowledge, any person for whom Participant is acting as agent, trustee, representative, intermediary or nominee or in any similar capacity in connection with the Participant's account(s), is a country, territory, individual or entity named on an OFAC list; or a person or entity with whom a U.S. person is prohibited from dealing with under the OFAC Programs.

Notwithstanding any other provision of this Agreement, Participant covenants that it will not transfer all or any part of their account(s) (or purport to do so) if such transfer will cause (A)

Symbridge to be in violation of the United States Bank Secrecy Act, as amended by the USA PATRIOT Act of 2001, and the United States Money Laundering Control Act of 1986 (i.e., 18 U.S.C. §§1956 and 1957), as amended, or any similar U.S. federal or state or non-U.S. laws or regulations (collectively “Anti-Money Laundering Laws”); or (B) the transfer proceeds are to be held by an entity that a U.S. person is prohibited from dealing with under the laws, regulations, and Executive Orders administered by the OFAC.

8. Customer Feedback, Queries, Complaints and Dispute Resolution

8.1 Feedback, Queries, and Complaint. Customer satisfaction is fundamental to Symbridge’s business philosophy. We value our relationships. Symbridge is committed to consistently delivering the highest quality of products, services and support for our customers and values customer feedback, including complaints and questions. The process through which you may process any such feedback with us is described below. If you believe your account has been compromised, you must report that pursuant to Section 6.2.

8.2 Formal Complaint Process. If you have a dispute with Symbridge, you agree to contact Symbridge through our customer support team to attempt to resolve any such dispute amicably. **If we cannot resolve the dispute through Symbridge’s customer support team, you and we agree to use the Formal Complaint Process set forth below.** You agree to use this process before contacting any regulatory bodies or filing any arbitration claim or small claims court action, unless such obligation is prohibited by applicable law.

8.3 Procedural Steps. In the event that your dispute with Symbridge is not resolved through your contact with Symbridge customer support, you agree to contact Symbridge’s customer support team to obtain our Complaint form to describe your Complaint, how you would like us to resolve the Complaint, and any other information related to your dispute that you believe to be relevant. The Complaint form can be requested from Symbridge customer support at support@symbridge.com.

8.4 Our Response. Symbridge will acknowledge receipt of your Complaint form after you submit it. A Symbridge customer relations agent (“**Agent**”) will review your Complaint. The Agent will evaluate your Complaint based on the information you have provided and information in the possession of Symbridge. No later than 15 business days of our receipt of your Complaint form, the Agent will address the issues raised in your Complaint form by sending you an e-mail (“Resolution Notice”) in which the Agent will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your Complaint and set out the reasons for the rejection; or (iii) offer to resolve your Complaint with an alternative solution. In exceptional circumstances, if the Agent is unable to respond to your Complaint within 15 business days for reasons beyond Symbridge’s control, the Agent will send you a communication indicating the reasons for any delay in answering your Complaint, and specifying the deadline by which the Agent will respond to your Complaint, which will be no later than 35 business days from our receipt of your Complaint form.

8.5 Arbitration; Waiver of Class Action. **If we cannot resolve the dispute through the formal complaint process described herein, you and we agree that any dispute arising out of or**

relating to this Agreement or the Symbridge Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the “Arbitration Agreement”).

This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS 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 (COLLECTIVELY “CLASS ACTION WAIVER”). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND SYMBRIDGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be conducted by a panel of three (3) neutral arbitrators and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The panel of arbitrators shall be appointed either from the American Arbitration Association or JAMS (formerly known as Judicial Arbitration and Mediation Services, Inc.). The arbitrators may award any relief that a court of competent jurisdiction could award, and the arbitral decision may be enforced in any court. An arbitrators’ decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrators may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

9. Unsolicited Transfers

9.1 Unsolicited Transfers. You agree and understand that in the event that you or a third party deposits Digital Assets that are not supported by or tradable on Symbridge’s Exchange (“Unsupported Digital Assets”) into a Digital Asset address that we control, we have the right to and will account for any such Unsupported Digital Assets as our property.

You agree and understand that in the event that a third-party deposits Supported Digital Assets into a Digital Asset address that we control, we have the right to and will account for any such Supported Digital Assets as follows:

1. Your property if sent to your Account; or
2. Our property, belonging solely to us, if sent to any other Digital Asset address that we control.

You further agree and understand that the types of transfers described in this section (each an “**Unsolicited Transfer**”) do not create or represent any relationship between us and the sender and do not subject us to any obligations whatsoever as they relate to the sender.

9.2 Return of Unsolicited Transfers. You agree and understand that we have absolutely no obligation or duty to return the Digital Assets of an Unsolicited Transfer. We will only consider, in our sole discretion, return requests in cases where:

1. The Digital Assets of the Unsolicited Transfer were Supported Digital Assets at the time the Unsolicited Transfer was made;
2. The Unsolicited Transfer can be demonstrated, to our satisfaction and in our sole discretion, to have been made unintentionally;
3. The claimant can demonstrate, to our satisfaction and in our sole discretion, control of the originating Digital Asset address;
4. The claimant’s identity can be, to our satisfaction and in our sole discretion, authenticated and verified; and
5. We receive a return request within 30 calendar days of the Unsolicited Transfer.

If we plan to honor a return request, we will give Written Notice within 30 days of receiving it and do our best to provide an estimated time period for delivery. If Written Notice has not been given within 30 days of receiving a return request, we have elected not to honor it.

10. E-Sign Disclosure and Consent

10.1 Electronic Delivery of Communications. You agree and consent to receive electronically all communications, agreements, documents, Written Notices, and disclosures (collectively, “**Communications**”) that we provide in connection with your Symbridge Account(s) and your use of Symbridge Services. Communications include:

- Terms of use and policies you agree to (e.g., the Symbridge Agreements and the Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Symbridge website and emailing them to you at the primary email address listed in your Symbridge profile when a change is made. It is your responsibility to ensure that the primary email address listed in your Symbridge profile is accurate.

10.2 Hardware and Software Requirements. You are solely responsible to ensuring that you have adequate hardware and software to access the Symbridge Services. In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with Symbridge); and
- Sufficient storage space to save past Communications or an installed printer to print them.

10.3 Withdrawal of Consent. You may withdraw your consent to receive Communications electronically by contacting us at support@symbridge.com. If you fail to provide or if you withdraw your consent to receive Communications electronically, Symbridge reserves the right to immediately close your Account or charge you additional fees for paper copies.

11. General Provisions

11.1 Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Symbridge. Always log into your Symbridge Account(s) through the Symbridge Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

11.2 Release of Symbridge; Indemnification. If you have a dispute with one or more users of the Symbridge Services, you release Symbridge, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Symbridge, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

11.3 Limitation of Liability; No Warranty. IN NO EVENT SHALL SYMBRIDGE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL ASSET ON DEPOSIT IN YOUR SYMBRIDGE ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SYMBRIDGE SITE OR THE SYMBRIDGE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SYMBRIDGE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF SYMBRIDGE'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT SYMBRIDGE FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL ASSET AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL ASSET AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE SYMBRIDGE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYMBRIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SYMBRIDGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SYMBRIDGE SITE OR ANY PART OF THE SYMBRIDGE SERVICES, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. SYMBRIDGE DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SYMBRIDGE SERVICES AND SYMBRIDGE SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT

SYMBRIDGE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSET PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA.

Symbridge makes no representations about the accuracy, order, timeliness, or completeness of historical Digital Asset price data available on the Symbridge Site. Symbridge will make reasonable efforts to ensure that requests for withdrawals of funds involving bank accounts are processed in a timely manner but Symbridge makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

11.4 Entire Agreement. This Agreement, Rulebook, and the Privacy Policy comprise the entire understanding and agreement between you and Symbridge as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Symbridge. If there is a conflict between the terms of this Agreement and either the Rulebook or the Privacy Policy, the terms of this Agreement shall control. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

11.5 Amendments. We may amend or modify this Agreement by posting on the Symbridge Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Symbridge Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Symbridge Services, or suspension or termination of your access to the Symbridge Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

11.6 Assignment. You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including, without limitation, to any Symbridge affiliates or subsidiaries, or to any successor in interest of any business associated with the Symbridge Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

11.7 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

11.8 Change of Control. In the event that Symbridge is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

11.9 Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Symbridge Account cancellation, debts owed to Symbridge, general use of the Symbridge Site, disputes with Symbridge, and general provisions, shall survive the termination or expiration of this Agreement.

11.10 Governing Law. You agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Symbridge, except to the extent governed by federal law.

11.11 Force Majeure. We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, pandemic, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment, and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

11.12 Non-Waiver of Rights. This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.