

## Arkadiko End User License Agreement

Last updated: October 21st, 2021

This is an agreement between [Arkadiko] (“Arkadiko”, “we”, “us”, or “our”) a company registered in Panama under registration [number], and you (the “Parties” and each a “Party”). By using any Arkadiko service, whether through Arkadiko, any associated website, API, or mobile application, you agree that you have read, understood, and accept all of the terms and conditions contained herein (the “User Agreement”).

### 1. GENERAL USE

#### 1.1. Eligibility

By using the Arkadiko Site and entering into this User Agreement, you affirm that you are an individual, at least 18 years of age or older, have the capacity to enter into this User Agreement and agree to be legally bound by the terms and conditions of this User Agreement, including the Cookie Policy, the Privacy Policy and the Trading Principles as incorporated herein, as amended from time to time. In order to use the Services, you may be required to provide certain identifying information pursuant to our Compliance Program.

#### 1.2. Modification

1.2.1. We may change the terms of this User Agreement at any time. Any such changes shall take effect when posted on the Arkadiko Site, or when you use the Services. If you have supplied us with an email address, we shall also attempt to notify you by email of changes to this User Agreement. If you disagree with any changes to this User Agreement, contact us.

1.2.2. It is your responsibility to update your contact information, including but not limited to the email address provided to us (if any); failure to do so may result in you not receiving notice of any such changes to the User Agreement.

1.2.3. Read the User Agreement carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current User Agreement. Our failure or delay in enforcing or partially enforcing any provision of this User Agreement shall not be construed as a waiver of any of our rights.

### 2. DEFINITIONS

**Airdrop Program** means the provision of virtual currency by Arkadiko at no cost and on the terms set forth in Section 8.

**API** means application programming interface, is not a Service and is governed by a separate agreement.

**Arkadiko Exchange** means the electronic trade execution system provided by [company name] that is used for trading Virtual Currency on the terms set forth in Section 8.

**Arkadiko Site** means the webpages and information available via Arkadiko and any Arkadiko mobile application.

**Compliance Program** means the requirements set by Arkadiko for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us.

**Fork** means a change to the underlying protocol of a Virtual Currency network that results in more than one version of a Virtual Currency, the result of which may be one or more versions that are not supported by Arkadiko.

**Services** means one or more of the following services offered or provided by Arkadiko via website or local application (mobile, desktop, or otherwise), including the Wallet, the Trading Account, Lockbox, Swap, the Airdrop Program, Arkadiko Site, and Arkadiko Exchange.

**Trading Account** means the functionality within the Wallet that permits you to buy and hold Virtual Currency on a custodial basis with Arkadiko.

**User Account** means an account (where applicable, in your name) kept by Arkadiko for Arkadiko Exchange, the Airdrop Program, Swap and the Trading Account. For the avoidance of doubt, no User Account is associated with a Wallet unless the Wallet is linked to one of the foregoing Services or Arkadiko's Interest Account.

**Virtual Currency** means a cryptocurrency, digital currency, digital asset, cryptoasset or other such similar term describing, for example, Bitcoin or Ether but does not include a derivative of a virtual currency, or a security, as defined under applicable law.

Wallet means the wallet software published by [Company name], consisting of software that permits you to self-custody virtual currency, organise network addresses, view transaction history and transact in virtual currencies as set forth in Section 5.

### 3. COMPLIANCE WITH APPLICABLE LAW

Your relationship with Arkadiko and use of any of the Services may be subject to the laws, regulations, and rules of governmental or regulatory authorities in your or our jurisdiction (Applicable Law). By entering into this User Agreement, you agree to act in compliance with and be legally bound to any

and all Applicable Law.

#### 4. ACCESSING THE SERVICES

##### 4.1. Limited Licence

We grant you a limited, nonexclusive, non-transferable licence to access and use the Services and the Arkadiko Site solely in accordance with the terms of this Agreement.

##### 2. Credentials

You must keep secret all credentials associated with the Services. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that Arkadiko shall not be held responsible (and you shall not hold us responsible) for any unauthorised access to the Services or any resulting harm you may suffer.

##### 3. Compliance

Your access to one or more Services may be contingent upon satisfaction of our onboarding processes as well as our Compliance Program, which may include verification of your identity and source of funds, and additional information we may request from time-to-time. The information we request may include, without limitation, personally identifiable information such as network address, name, email, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may reasonably deem helpful in satisfying our risk management or legal obligations. In providing this information to us you represent that it is accurate and agree to update your User Account information promptly, but in no event later than 14 days following any change in your information. Failure to provide information or update it promptly may result in Services or funds being unavailable to you.

##### 4. Communications

Any and all communications from Arkadiko may be provided to you via electronic mail at the address you provided when accessing the Services. Arkadiko shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with this User Agreement or your use of Services so long as such notice is provided to such email address. Arkadiko may also communicate with you through other methods, including via telephone call, instant messaging or chat applications either operated by Arkadiko or a third party.

##### 5. Termination

We may close, terminate, enable or disable any or all of the Services, your User Account or your access to the Services at any time and for any reason. You may close your User Account at any time and for any reason. Depending on the Services available to you in your User Account, we may

require you to take certain actions in order to complete a pending transaction or provide additional information prior to closing such User Account. You are solely responsible for any fees already incurred or associated with the closing of your UserAccount, whether incurred directly by you from Arkadiko, or incurred by Arkadiko on your behalf with a third party in order to complete any such action.

Closing your User Account may not result in the deletion of information we hold about you or your activity.

## 5. THE WALLET

### 5.1. Description

5.1.1. The Wallet (also known as the "Private Key Wallet") is provided to you exclusively by [company name] The Wallet is only capable of supporting certain Virtual Currencies. Under no circumstances should you attempt to store Virtual Currencies in yourWallet that the Wallet does not support.

5.1.2. When you create a Wallet, the Wallet software generates a cryptographic private and publickey pair that you may use to send and receive any supported Virtual Currency via the relevant Virtual Currency network. YOU MUST STORE, OUTSIDE OF THE SERVICES, A BACKUP OF ALL WALLET CREDENTIALS, INCLUDING YOUR PASSPHRASES, IDENTIFIERS, BACKUP PHRASES, PRIVATE KEYS AND NETWORK ADDRESSES. If you do not maintain a backup of your Wallet data outside of the Services, you will not be able to access Virtual Currency previously accessed using your Wallet in the event that we discontinue or no longer offer some or all of the Services or may otherwise lose access to Virtual Currency. We are not responsible for maintaining this data on your behalf.

## 2. Trading Account

### 2.1. General

Any Virtual Currency you purchase using fiat currency in the Wallet will be held in the Trading Account. All Virtual Currency held in your Trading Account will be held on trust byTrading.com for your benefit on a custodial basis. Among other things, this means that:

(a) Title to the Virtual Currency shall at all times remain with you and shall not transfer to any company in the Arkadiko Group. As the owner of Virtual Currency in your Trading Account, you shall bear all risk of loss of such Virtual Currency. Arkadiko shall not have any liability for fluctuations in the fiat currency value ofVirtual Currency held in your Trading Account.

(b) None of the Virtual Currencies in your Trading Account are the property of, or shall or may be loaned to, Arkadiko; Arkadiko does not represent or treat assets in a user's Trading Account as belonging to Arkadiko. Arkadiko may not grant a security interest in the Virtual Currency held in your Trading Account. Except as required by a facially valid court order, or except as provided herein, Arkadiko will not sell, transfer, loan, hypothecate, pledge or

otherwise alienate Virtual Currency in your Trading Account unless instructed by you or compelled by a court of competent jurisdiction to do so.

- (c) You control the Virtual Currency held in your Trading Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Virtual Currency by sending it to a different Arkadiko address controlled by you or a third party. In the event you wish to transfer Virtual Currency into the Wallet, you may be prompted to set up a backup phrase in order to do so.
- (d) In order to more securely custody assets, Arkadiko may use shared Arkadiko addresses, controlled by a member of the Arkadiko Group, to hold Virtual Currencies held on behalf of customers and/or held on behalf of Arkadiko. Your Virtual Currency is segregated from the Arkadiko Group's own Virtual Currency by way of separate ledger accounting entries for customer and Arkadiko Group accounts. Notwithstanding the foregoing, although we maintain separate ledger accounting entries for customer and Arkadiko accounts, no member of the Arkadiko Group shall have any obligation to segregate by Arkadiko address Virtual Currencies owned by you from Virtual Currencies owned by other customers or by any member of the Arkadiko Group.
- (e) We may store any Virtual Currency you deposit for use on Arkadiko Exchange in a "hot wallet", "cold wallet" or other storage method in our sole discretion.

The Trading Account will be exclusively provided by [company name].

## 2.2. Minimum Holding Periods

When you place purchase orders in the Trading Account, we may impose minimum holding periods in respect of any Virtual Currency that you have purchased which may last up to a maximum of 7 days. These minimum holding periods are necessary to enable us to carry out effective fraud prevention measures and to ensure that the fiat currency leg of any given transaction has settled. After this minimum holding period elapses, you may trade your Virtual Currency in the ordinary way.

## 2.3. No Cancellation

You may not cancel, reverse or change any transaction in the Trading Account. We may suspend, delay, redirect, reverse or cancel any transaction at any time and for any reason. For example, and without limitation, we may do so if we suspect any risk of fraud, crime, breach of this User Agreement, or illicit activity. You will bear the costs of any network fees charged in respect of such suspension, delay, redirection, reversal or cancellation.

## 2.4. Transaction Limitation

We may implement transaction limits in the Trading Account. These may vary based on a variety of factors, including, without limitation, the time of your transaction, your location, the Virtual Currency

purchased, and the Virtual Currency sold. We implement, raise and lower transaction limits in the Trading Account in our sole discretion.

## 2.5. Reversals of payment instructions and/or negative balances

If you reverse a payment instruction initiated with your bank, payment services provider or equivalent or part of a transaction fails for any reason which results in your Trading Account having a negative balance, we may liquidate any assets held in any account you hold with us (including the User Accounts) to offset and reduce the negative balance. You remain fully responsible for settling the balance and we may engage debt collectors to pursue any outstanding debt on our behalf.

## 3. Risk Disclosures Relating to the Wallet

3.1. In order to be completed, any Virtual Currency transaction created with the Wallet must be confirmed and recorded in the Virtual Currency ledger associated with the relevant Virtual Currency network. Such networks are decentralised, peer-to-peer networks supported by independent third parties, which are not owned, controlled or operated by Arkadiko.

3.2. Arkadiko has no control over any Virtual Currency network and therefore cannot and does not ensure that any transaction details you submit via our Services will be confirmed on the relevant Virtual Currency network. The transaction details you submit via our Services may not be completed, or may be substantially delayed, by the Virtual Currency network used to process the transaction. We do not guarantee that the Wallet can transfer title or right in any Virtual Currency or make any warranties whatsoever with regard to title.

3.3. Once transaction details have been submitted to a Virtual Currency network, we cannot assist you to cancel or otherwise modify your transaction or transaction details. Arkadiko has no control over any Virtual Currency network and does not have the ability to facilitate any cancellation or modification requests.

## 4. Forks

In the event of a Fork or other network disruption, Arkadiko may not be able to support activity related to your Virtual Currency. In the event of a Fork, the transactions may not be completed, completed partially, incorrectly completed, or substantially delayed.

Arkadiko is not responsible for any loss incurred by you caused in whole or in part, directly or indirectly, by a Fork or other network disruption.

## 5. No Password Retrieval

5.1. With respect to the Wallet, Arkadiko does not receive or store your Wallet password, nor any keys, network addresses or transaction history. We cannot assist you with Wallet password retrieval. You are solely responsible for remembering, storing and keeping secret your Wallet password. Any Virtual

Currency you have associated with such Wallet may become inaccessible if you do not know or keep secret your Wallet password. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase, wallet identifier or password) can dispose of Virtual Currency in your Wallet.

- 5.2. When you create a Wallet, you must: (a) create a strong password that you do not use for any other website or online service; (b) provide accurate and truthful information; (c) protect and keep secret all credentials for the Wallet; (d) protect access to your device and your Wallet; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Wallet; and (f) use the backup functionality provided through the Wallet and safeguard your backup files. You agree to take responsibility for all activities that occur with your Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.

## 6. Fees

Arkadiko does not currently charge a fee for the Wallet receiving, sending or controlling Virtual Currency. However, we reserve the right to do so in the future, and in such case shall display to you any applicable fees prior to you incurring the fee. Network fees (including, without limitation "miner's fees") required to use a Virtual Currency network may apply to a transaction. We may attempt to calculate such a fee for you. Our calculation may not be sufficient, or it may be excessive. You may select a greater or lesser fee. You are solely responsible for selecting and paying any such fee and Arkadiko shall neither advance nor fund such a fee on your behalf, nor be responsible for any excess or insufficient fee calculation.

## 8. Arkadiko EXCHANGE

### 8.1. Description

We may offer you the ability to purchase and sell Virtual Currency for other Virtual Currency or fiat currency via Arkadiko Exchange subject to the terms of this Agreement.

Arkadiko Exchange is provided to you exclusively by Arkadiko. Use of Arkadiko Exchange requires a User Account, which may require you to complete certain actions pursuant to our Compliance Program. Your use of Arkadiko Exchange is subject to the terms of the Trading Principles as amended from time to time. In the event of any inconsistency between this Agreement and the Trading Principles, this Agreement shall

apply with respect to matters relating to this Section.

## 8.2. Availability of Service

Arkadiko Exchange may not be available in all markets and jurisdictions. We may restrict or prohibit use of Arkadiko Exchange in certain jurisdictions (RestrictedLocations), and change such restrictions or prohibitions at any time.

## 8.3. General Obligations

### 8.3.1. Number of User Accounts

We may, in our sole discretion, limit the number of User Accounts that you may create or maintain. We may terminate or suspend any User Account that exceeds such limit, and liquidate, freeze or refund positions and funds associated with such User Account.

### 8.3.2. Hardware and Software Requirements

We may limit use of Arkadiko Exchange to certain hardware devices and/or supported software. We do not guarantee that Arkadiko Exchange will be accessible through all manufacturers of electronic devices or software developers. Access to Arkadiko Exchange may also require certain hardware, software and security protocols, which could result in your inability to access Arkadiko Exchange.

### 8.3.3. User Account Access

In the normal course of business, we will require you to provide login credentials ("Credentials") to access your User Account. We may impose additional security measures to be used when you access Arkadiko Exchange, including but not limited to two-factor authentication (2FA). This 2FA may include security passcodes sent via mobile text message or electronic mail or an application designed to provide 2FA by other means. If prompted to install any such 2FA application, you are solely responsible for ensuring the security of any password or login credentials. We may provide data through such 2FA application in order to authenticate your use of Arkadiko Exchange. We cannot be held responsible for any damage caused by a 2FA device, software or method.

### 8.3.4. Arkadiko Exchange Communications

Arkadiko may offer a "chat" or "messaging" feature in connection with Arkadiko Exchange, use of which will allow you to communicate with other Arkadiko Exchange Participants (as such term is defined in the Trading Principles). Use of any such feature is subject to both the terms of this Agreement and the Trading Principles. Arkadiko may suspend or terminate your use of any such messaging feature, in our sole discretion, for any reason, with or without notice. All communications made on any such feature are subject to surveillance and retention by Arkadiko and may be produced by us in response to a request for information from law enforcement, a governmental agency or regulatory authority. Any



such feature is not a method of execution, and any communications relating to transactions are for discussion purposes only. All orders must be executed via Arkadiko Exchange's order process.

#### 8.3.5. User Account Information

You will be able to view certain details of your account history as determined by Arkadiko, up to a specific period of time as determined by Arkadiko in our sole discretion. This account history may include information such as: (a) your fiat balance; (b) your Virtual Currency balance; (c) executed transaction details; (d) unexecuted transaction details; and (e) deposit and withdrawal information.

#### 8.4. Deposits and Withdrawals to Your User Account

##### 8.4.1. Funding Your User Account

In order to complete a Virtual Currency transaction, you will need sufficient funds in your User Account, either in the form of Virtual Currency or fiat currency, depending upon the order type you select. Arkadiko may not support all funding methods at all times. You are solely responsible for your use of any external account, provider, or service used to transfer funds to your User Account. The timing associated with any deposit will vary and may depend in part upon the performance of third parties unrelated to Arkadiko. We shall not be responsible for damages resulting from failed or delayed funding.

##### 8.4.1.1. Treatment of Fiat Funds

We shall hold fiat currency deposited by you in your User Account for your benefit and on your behalf in a third bank account. Each such account is separate from Arkadiko's operating bank account(s).

##### 8.4.1.2. Treatment of Virtual Currency

Any Virtual Currency held in your User Account on Arkadiko Exchange will be held by Arkadiko on trust for your benefit on a custodial basis. Among other things, this means that:

- (a) Title to Virtual Currency shall at all times remain with you and shall not transfer to any company in the Arkadiko Group. As the owner of Virtual Currency in your User Account, you shall bear all risk of loss of such Virtual Currency. No company within the Arkadiko Group shall have any liability for fluctuations in the fiat currency value of Virtual Currency held in your User Account Wallet. As the owner of Virtual Currency in such User Account, you shall bear all risk of loss of such Virtual Currency. Arkadiko shall not have any liability for fluctuations in the fiat currency value of Virtual Currency held in such User Account.
- (b) None of the Virtual Currencies in your User Account are the property of, or shall or may be loaned to, Arkadiko; Arkadiko does not represent or treat assets in a User Account as belonging to Arkadiko. Arkadiko may not grant a security interest in the Virtual Currency held

in your Virtual Currency Wallet. Except as required by a facially valid court order, or except as provided herein, Arkadiko will not sell, transfer, loan, hypothecate, pledge or otherwise alienate Virtual Currency in your User Account unless instructed by you or compelled by a court of competent jurisdiction to do so.

- (c) You control the Virtual Currency held in such User Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Virtual Currency by sending it to a different Arkadiko address controlled by you or a third party.
- (d) In order to more securely custody assets, Arkadiko may use shared Arkadiko addresses, controlled by a member of the Arkadiko Group, to hold Virtual Currencies held on behalf of customers and/or held on behalf of Arkadiko. Your Virtual Currency is segregated from the Arkadiko Group's own Virtual Currency or funds by way of separate ledger accounting entries for customer and Arkadiko Group accounts. Notwithstanding the foregoing, although we maintain separate ledger accounting entries for customer and Arkadiko accounts, no member of the Arkadiko Group shall have any obligation to segregate by Arkadiko address Virtual Currencies owned by you from Virtual Currencies owned by other customers or by any member of the Arkadiko Group.
- (e) We may store any Virtual Currency you deposit for use on Arkadiko Exchange in a "hot wallet", "cold wallet" or other storage method in our sole discretion.

#### 8.4.2. Withdrawing Funds from Your User Account

In the event that the balance of available funds in your User Account is greater than any minimum balance requirement needed to satisfy all open orders, you may request a withdrawal of Virtual Currency or fiat currency, as applicable. You are solely responsible for losses resulting in whole or in part from any external account, provider, or service. We cannot guarantee the timing of any withdrawal request. Requests may be delayed or canceled as part of our Compliance Program.

#### 8.4.3. Payment Service Providers

We may, at our discretion, use a third party payment services provider to process deposit and withdrawal requests in fiat currencies. Upon making a deposit or withdrawal request for fiat currency, you may be directed away from Arkadiko Exchange or Arkadiko Site to a third party website. In such case, you are solely responsible for any actions taken on such website and we shall not be liable for any loss resulting in whole or in part from such website or provider.

#### 8.4.4. Deposit and Withdrawal Limits

We may, in our sole discretion, impose daily, weekly, monthly, or other periodic limits on deposits and withdrawals, which we may implement, eliminate, increase or decrease without advance notice.

#### 8.4.5. Reversals of payment instructions and/or negative balances

If you reverse a payment instruction initiated with your bank, payment services provider or equivalent or part of a transaction fails for any reason which results in your User Account having a negative balance, we may liquidate any assets held in any account you hold with us (including the User Account) to offset and reduce the negative balance. You remain fully responsible for settling the balance and we may engage debt collectors to pursue any outstanding debt on our behalf.

#### 8.4.6. Erroneous Deposits

In the event that any amount of fiat currency or Virtual Currency is deposited into your account in error (an "erroneous deposit"), you must notify Arkadiko immediately and return the erroneous deposit as soon as possible. In the event you do not return the erroneous deposit to Arkadiko, you shall be indebted to Arkadiko in the amount of the erroneous deposit and Arkadiko shall have the right to debit this amount from your User Account in whole or in part until such time as the full amount has been returned. In addition, Arkadiko may, but be under no obligation to, take whatever further action it considers necessary in order to recover the erroneous deposit.

### 8.5. Arkadiko Activity

#### 8.5.1. Order Types

We shall, from time-to-time, offer you different types of orders that may be placed on Arkadiko Exchange. The Trading Principles contain more additional information on order types. We do not guarantee any order you place on Arkadiko Exchange will be executed or executed at any particular time.

#### 8.5.2. Cancellation Policy

Arkadiko Exchange is an active and live marketplace. By entering any order, you are bound to its terms and may not be able to cancel such order. You must review all of the details prior to entering an order on Arkadiko Exchange, including the quantity and price of the Virtual Currency to be bought or sold, as well as the amount of funds, either Virtual Currency or fiat currency, that will be required in connection with your trade request. Please see the Trading Principles for additional information on Arkadiko's cancellation practices.

#### 8.5.3. Arkadiko Own Account Dealing

Any member of the Arkadiko Group may be actively participating on the Arkadiko Exchange and placing its own orders. This means that the counterparty to an order you place on the Arkadiko Exchange may be Arkadiko acting in such a capacity.

### 8.6. Fees

You must pay any fees associated with your use of Arkadiko Exchange. Generally, Arkadiko will debit fees for orders from the total cost of your order. Arkadiko may charge other fees, or process fees in an alternative manner, but only with prior written notice to you. On the Arkadiko Site, we shall post a fee schedule that we may amend at any time in our sole discretion, with prior written notice to you. In the event you are found to owe us any amount of fiat currency or Virtual Currency, we may offset such amount against any funds we hold for you, whether in Virtual Currency or fiat currency.

## 9. GENERAL RISK FACTORS

Your use of the Services requires you to bear risks for which we cannot be held responsible. We list some, but not all of these risks below:

- a) Hardware, software or connections required to interact with a Virtual Currency network might fail, succumb to malware, unauthorised access or malicious attacks. Third parties may obtain unauthorised access to the Services, including, but not limited to your public and private keys. Arkadiko shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.
- b) Forks, unknown vulnerabilities in or unanticipated changes to the network protocol may cause losses to you or others. Arkadiko has no control over any cryptocurrency network and shall not be responsible for any harm occurring as a result of the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions.
- c) The risk of loss of value in using Services involving Virtual Currencies may be substantial and losses may occur over a short period of time. In addition, price and liquidity are subject to significant fluctuations that may be unpredictable.
- d) Virtual Currencies are not legal tender and are not backed by any sovereign government. In addition, the legislative and regulatory landscape around Virtual Currencies is constantly changing and may affect your ability to use, transfer, or exchange Virtual Currencies.
- e) When placing a “market order” in a Virtual Currency, your order will be executed immediately at the current market price. Market orders do not carry a limit price and will trade with anything on the order book. During periods of high volume, fast market conditions, illiquidity, or volatility in the marketplace, the actual price that a market order is executed at may be different from the best price indicated at the time of your order, and in some cases significantly so.
- f) Under certain market conditions you may find it difficult to liquidate a position. In such circumstances, Arkadiko Exchange may not have sufficient demand to meet your request to execute such a transaction. Placing contingent orders, such as a “stop” or “limit” order does not guarantee your potential loss will be limited to an intended amount, as market conditions may make it difficult to execute such orders. You may suffer losses due to orders executing at

lower or higher values than anticipated or requested.

- g) Virtual Currency transactions may not be reversible. Once you send Virtual Currency to an address, you may lose access to your Virtual Currency temporarily or indefinitely. For example, an address may have been entered incorrectly, or an address may belong to an entity that will not return your Virtual Currency. Virtual Currency mistakenly sent to an address we control may not be recoverable.

By using the Services, you agree that the data sources that maintain your accounts and any third parties that interact with your Credentials or account data in connection with our services are not liable for any loss, theft, compromise, or misuse whatsoever in connection with our services (including negligence), except to the extent such liability cannot be limited under applicable law.

Data sources make no warranties of any kind related to the data provided by our services-- whether express, implied, statutory, or otherwise. No data provided by us is an official record of any of your accounts.

## GENERAL PROVISIONS

### 9.1. Intellectual Property

- 9.1.1. Unless otherwise indicated by us, all intellectual property rights and any content provided in connection with the Arkadiko Site or the Services, are the property of Arkadiko or our licensors or suppliers and are protected by applicable intellectual property laws. We do not give any implied licence for the use of the contents of the Arkadiko Site or the Services.
- 9.1.2. You accept and acknowledge that the material and content contained in or delivered by the Arkadiko Site or the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Arkadiko Site or the Services as set forth in this Agreement.
- 9.1.3. You further acknowledge that any other use of content from the Arkadiko Site or the Services is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights. You agree to retain all copyrighted and other proprietary notices contained in the material provided via the Arkadiko Site or the Services on any copy you make of the material but failing to do so shall not prejudice Arkadiko's intellectual property rights therein.
- 9.1.4. You may not sell or modify materials derived or created from the Arkadiko Site or the Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials on any other website or on a file-sharing or similar service for any purpose is strictly prohibited. You may not copy any material or content derived or created from the Arkadiko Site or the Services without our express, written permission.

9.1.5. Any rights not expressly granted herein to use the materials contained on or through the Arkadiko Site or the Services are reserved by Arkadiko in full.

## 9.2. Accuracy of Information

9.2.1. We endeavour to verify the accuracy of any information displayed, supplied, passing through or originating from the Services, but such information may not always be accurate or current. Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility.

9.2.2. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Services, information and functions made accessible through the Services, any hyperlinks to third party websites, or the security associated with the transmission of information through the Services, or any website linked to the Services.

### 9.3. Third Party Services and Content

- 9.3.1. In using the Services, you may view content or services provided by third parties, including links to web pages and services of such parties (Third Party Content). We do not control, endorse or adopt any Third Party Content and have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third party.
- 9.3.2. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk.

### 9.4. Cooperation with Law Enforcement

Arkadiko may, from time-to-time, respond to requests from third parties, courts, law enforcement, regulators and policymakers by producing certain information about or relating to your use of the Services.

### 9.5. Recordkeeping

Depending on the Services used by you, Arkadiko reserves the right, in our sole discretion, to create and maintain certain records of your activity and communications relating to your User Account.

### 9.6. Death of account holder

- 9.6.1. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your User Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new User Account, as further described below, and the entirety of your User 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 authorise us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died.
- 9.6.2. 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 User 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 User 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 User Account.

- 9.6.3. Pursuant to the above, the opening of a new User Account by a designated fiduciary is mandatory following the death of a User Account owner, and you hereby agree that your fiduciary will be required to open a new User Account and provide any requisite information under this Agreement in order to gain access to the contents of your User Account.

## FEEDBACK AND COMPLAINTS

### 9.7. Feedback

- 9.7.1. Arkadiko strives to improve its Services to address feedback. If you have ideas or suggestions regarding improvements or additions to the Services, we would like to hear them; however, any submission shall be subject to this User Agreement.
- 9.7.2. Under no circumstances shall disclosure of any idea or feedback, or any related material to Arkadiko be subject to any obligation of confidentiality or expectation of compensation.
- 9.7.3. By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the Work) to Arkadiko, you grant to Arkadiko, with respect to the Work submitted, a non-exclusive, perpetual, global, royalty-free licence to use all of the content of such ideas and feedback, for any purpose whatsoever.
- 9.7.4. By submitting Work, you are waiving any moral rights to the fullest extent permitted under law that you may have in the Work and are representing and warranting to Arkadiko that the Work originated with you, no one else has any rights in the Work, and that Arkadiko is free of any royalty to implement the Work and to use the related material if so desired, as provided or modified by Arkadiko, without obtaining permission or licence from any third party.
- 9.7.5. Arkadiko may sub-license in any way all Work and material you have submitted to Arkadiko.

### 9.8. Technical Support

We shall use commercially-reasonable efforts to supply email-based technical support services, but cannot guarantee immediate responses, especially during times of high volume.

## 10. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

### 10.1. No Violation of Law

You represent and warrant to us that you: (a) are not located in, under the control of, or a resident of



any Restricted Location or any country to which the United States has embargoed goods and services; (b) are not identified as a “Specially Designated National” by the United States Treasury Department; and (c) shall not use the Services if you are prohibited by any applicable law, regulation, or rule from doing so.

## 10.2. Acceptable Use of Arkadiko Services

When accessing or using the Services, you agree that you are solely responsible for your conduct while accessing and using our Services. Without limiting the generality of the foregoing, you agree that you shall not:

- (a) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- (b) use the Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;
- (c) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
- (d) use or attempt to use another person’s User Account, or credentials without authorisation;
- (e) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorised to access;
- (f) introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;
- (g) develop any third-party applications that interact with our Services without our prior written consent;
- (h) provide false, inaccurate, or misleading information; or
- (i) encourage or induce any other person to engage in any of the activities prohibited under this Section.

## 10.3. Disclaimer of Warranties

Arkadiko DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE,

NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY Arkadiko ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT Arkadiko MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END USER, AND THAT Arkadiko’S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF YOU ONLY, AND NOT

FOR THE BENEFIT OF ANY OTHER PERSON. IN ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF Arkadiko OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

#### 10.4. Limitation of Liability

IN NO EVENT SHALL Arkadiko, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR: (A) ANY AMOUNT GREATER THAN THE VALUE OF THE VIRTUAL CURRENCY ACTUALLY DELIVERED TO US BY YOU OR BY YOU TO US IN CONNECTION WITH A SUPPORTED VIRTUAL CURRENCY TRANSACTION COMPLETED ON ITS DISPLAYED TERMS OVER THE LAST SIX MONTHS, VALUED IN GREAT BRITISH POUNDS AT THE TIME OF THE TRANSACTION; OR (B) FOR ANY LOST PROFITS 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 SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED

REPRESENTATIVE OF Arkadiko HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FOR EXAMPLE (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (B) THE CHANGE IN VALUE OF ANY CRYPTOCURRENCY; (C) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (D) FORCE MAJEURE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE

PROVEN INEFFECTIVE.

10.5. Indemnification

You agree to indemnify and hold harmless Arkadiko, its affiliates, subsidiaries, directors, managers, members, officers, and employees from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials or User Account in connection with: (a) use of the Arkadiko Site or Services; (b) a reversal of payment instructions by you which results in a negative account balance (c) breach of this User Agreement or any other policy; (d) feedback or submissions you provide; (e) false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; or (f) violation of any rights of any other person or entity; provided however, that you shall not indemnify Arkadiko for claims or losses arising out of Arkadiko's gross negligence or willful misconduct. This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this User Agreement.

10.6. Any and all of our indemnities, warranties, and limitations of liability (whether express or implied) are hereby excluded to the fullest extent permitted under law except as set forth herein. Nothing in this User Agreement excludes or limits liability which may not be limited or excluded under applicable law.

11. MISCELLANEOUS

11.1. Force Majeure

If by reason in whole or in part of any Force Majeure Event, either you or Arkadiko is delayed or prevented from complying with this User Agreement, then such delay or non-compliance shall not be deemed to be a breach of this User Agreement and no loss or

damage shall be claimed by you or Arkadiko by reason thereof. "Force Majeure Event" means any event beyond the party's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or "forks" or unexpected changes in a computer network upon which the Services rely.

11.2. Taxes

It is your responsibility to determine what, if any, taxes apply due to your use of Arkadiko Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Arkadiko is not responsible for determining whether taxes apply to your Virtual Currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any virtual currency transactions.

11.3. Severability, Reformation

In the event that any provision of this User Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this User Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this User Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

#### 11.4. Assignment

This User Agreement shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations under this User Agreement without prior written consent of Arkadiko, which may be withheld in Arkadiko's sole discretion. We may assign rights or delegate duties under this User Agreement in our sole discretion.

#### 11.5. Relationship of the Parties

Nothing in this User Agreement is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship. You and Arkadiko are independent contractors for purposes of this User Agreement.

#### 11.6. Entire Agreement

This User Agreement constitutes the entire agreement among the Parties with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, among the Parties. Subsequent discussions or negotiations between you and Arkadiko or Arkadiko personnel shall only amend or become part of this User Agreement by way of a written amendment specifically referencing the last updated date and name of this User Agreement.

#### 11.7. Contact Information

For any purpose other than technical support requests, you may contact us by registered post or courier:

[-]

With an electronic copy to: [-]

For technical support requests only, you may submit a request via our Support tool at: <https://support.Arkadiko>.

## 15. DISPUTE RESOLUTION FOR UNITED STATES USERS

### 15.1. Disputes

If you live in the United States (or, if you are a business, have your principal place of business in the United States), any dispute arising between you and us under this User Agreement or our relationship (whether arising out of contract, tort, statute or any other manner) shall be settled in binding arbitration, in accordance with the Federal Arbitration Act under the American Arbitration Association's rules; provided, however, nothing in this Agreement will waive, preclude or otherwise limit your right to (i) bring an individual action in a US small claims court or (ii) file a representative action solely to obtain a public injunction.

## 15.2. Arbitration

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish of your billing address, or another mutually agreeable location, in the English language. The arbitrator shall apply the law of the state of New York, without regard to its conflict of laws principles. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorised by law, and the arbitration decision may be enforced in any court. You agree that the arbitrator shall have the authority to order relief, and you agree to abide by all decisions and awards rendered in such a proceeding, which shall be final and conclusive. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to reasonable costs and attorneys' fees. If the arbitrator(s) or administrator imposes 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. If a court decides that any provision of this section concerning Arbitration is invalid or unenforceable, that provision shall be severed and resolved in accordance with English law exclusively and the other parts of this section concerning Arbitration shall still apply. In no case shall the remainder of this User Agreement be affected. If the invalidity or unenforceability of a provision causes a dispute to proceed in a court instead of arbitration, the Parties agree that such court must be located in London, England, applying English law.

## 15.3. No Trial by Jury

By entering into this User Agreement, you expressly waive your right to a trial by jury and right to participate in a class action lawsuit.

## 16. DISPUTE RESOLUTION FOR NON-US USERS

If you live outside of the United States (or, if you are a business, have your principal place of business outside of the United States), any dispute arising between you and us under this User Agreement or our relationship (whether arising out of contract, tort, statute or any other manner), the courts located in [-] shall have exclusive jurisdiction of such dispute, and will hear the dispute under [-] law.