



***THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. IF YOU ARE ACCESSING OUR SERVICES AND WE CANNOT RESOLVE A DISPUTE THROUGH OUR USER OPERATIONS TEAM, THE DISPUTE MUST BE SETTLED IN BINDING ARBITRATION AS SET FORTH IN SECTION 17. BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY AND ABILITY TO PARTICIPATE IN A CLASS ACTION LAWSUIT.***

This user agreement (“Agreement”) is between the Bdtcoin entity identified in the chart below (“Bdtcoin.co”, “we”, “us”, or “our”) and you (and the company you work for if you are accessing the Services on behalf of such company) (“you”).

## **1 GENERAL**

**1.1** By accessing or using the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy, Cookie Policy, API Agreement, Law Enforcement Policy, and Trading

**2** Principles (collectively, “**Supplemental Agreements**”). These additional agreements are incorporated by reference to this Agreement (meaning you also agree to these Supplement Agreements).

**2.1** You will see a number of capitalized terms in this Agreement. These capitalized terms will be defined in the sentence they are used or in Section 18 at the end of this Agreement.

**2.2** This Agreement applies to all Bdtcoin.co Services, including the Bdtcoin.co website (including Explorer), Wallet, Wallet Rewards, Swap, Lockbox, the

Airdrop Program, Exchange, and our APIs. Notwithstanding the foregoing, this Agreement does not apply to your use of the Margin product. Use of Margin is exclusively governed by the Margin Agreement available at [www.bdtcoin.co/legal/terms](http://www.bdtcoin.co/legal/terms).

**2.3** You affirm that you are at least 18 years old and have the capacity to enter into this Agreement. If you are accessing the Services on behalf of the company you work for, you also affirm you have the capacity to enter into this Agreement on behalf of such company.

**2.4** We may change the terms of this Agreement and any Supplemental Agreement at any time. Any changes will take effect when posted in one of our Services (such as our website or mobile or desktop applications), and your continued use of the Services means you have accepted these changes.

### **3 ACCESSING THE SERVICES**

**3.1** We grant you a revocable, limited, nonexclusive, non-transferable license to access and use the Services. Your access and use of the Services is conditioned on your compliance with this Agreement.

**3.2** We may provide you with credentials to access some of the Services. You are solely responsible for maintaining the security of your credentials. You agree that Bdtcoin.co will not be held responsible for any unauthorized access to the Services (or any resulting harm from such unauthorized access).

**3.3** Your use of any of the Services is subject to various laws, regulations, and rules of governmental or regulatory authorities applicable to you and our Services (“**Applicable Law**”). You agree to comply with all Applicable Law.

**3.4** In order to use some of the Services, you will need to satisfy an onboarding process, along with our Compliance Program. For example, we may have to verify your identity or source of funds, or ask you for additional information. We may request 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 you agree to update your User Account and/or Wallet Account information promptly, but in no event later than 14 days following any change in your information. If you fail to provide us with needed information, or keep your information updated, some Services may not be available to you (and you might not be able to access your funds).

**3.5** We will use the Services to communicate with you (such as our website or mobile applications). We may also use the email address or telephone number you provide us.

**3.6** We may enable or disable any or all of the Services, your access to such Services, or your User Account or Wallet Account at any time and for any reason. You may close your User Account or Wallet Account at any time and for any reason. Depending on the Services available to you, we may require you to take certain actions in order to complete a pending transaction or provide additional information prior to closing your User Account or Wallet Account. You are solely responsible for any fees already incurred or associated with the closing of your User Account and Wallet Account,

whether incurred directly by you from Bdtcoin.co, or incurred by Bdtcoin.co on your behalf with a third party in order to complete any such action. Please note that closing your accounts may not result in the deletion of information we hold about you or your activity.

**4 THE WALLET** The following terms apply to your use of Wallet (also known as the “**Private Key Wallet**”). By using Wallet, you agree to this Section 3. Wallet is provided to you exclusively by the Bdtcoin.co entity outlined above.

**4.1** The Wallet is only capable of supporting certain Digital Assets, as designated by us. You may not attempt to store any Digital Assets in your Wallet which we do not support.

**4.2** When you create a Wallet, the Wallet software generates a cryptographic private and public key pair that you may use to send and receive any supported Digital Assets via the relevant Digital Assets network. It is imperative that you keep a backup of all Wallet credentials, including your passphrases, identifiers, backup phrases, private keys and network addresses (and you keep this backup outside of the Services). If you do not maintain a backup of your Wallet data outside of the Services, you will not be able to

access Digital Assets previously accessed using your Wallet in the event that we discontinue or no longer offer some or all of the Services, or you may otherwise lose access to Digital Assets. We are not responsible for maintaining this information on your behalf.

(a) Risk Disclosures Relating to the Wallet.

(1) In order to be completed, any Digital Assets transaction created with the Wallet must be confirmed and recorded in the Digital Assets ledger associated with the relevant Digital Assets network. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which are not owned, controlled or operated by Bdtcoin.co.

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

(3) Once transaction details have been submitted to a Digital Assets network, we cannot assist you to cancel or otherwise modify your transaction or transaction details. Bdtcoin.co has no control over any Digital Assets network and does not have the ability to facilitate any cancellation or modification requests.

### **4.3 Forks**

(a) The underlying protocols are likely to be subject to sudden changes in operating rules ( i.e. a Fork or a Hard Fork). Forks may materially affect the value, function, and/or the name of Digital Assets you store in your Wallet Account. Where possible, we may provide you with notices or alerts on Forks and you must read such notices or alerts received from us to consider how to deal with upcoming Forks.

(b) It is your responsibility to make yourself aware of, and consider how to deal with, upcoming Forks. In the event of a Fork or other network disruption, there is a risk that we may need to temporarily suspend operations in relation to that Fork without providing

advance notice to you. We may decline to support either or both branches of a Fork. You acknowledge the risks presented by Forks and you accept that we have no responsibility to assist you to move or sell an unsupported branch of a forked protocol and understand that the unsupported forked digital assets may not be made available to you. Bdtcoin.co 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.

#### **4.4 No Password Retrieval**

- (a) With respect to the Wallet, Bdtcoin.co 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 Digital Assets 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 Digital Assets in your Wallet.
  
- (b) When you create a Wallet, you must: (i) create a strong password that you do not use for any other website or online service; (ii) provide accurate and truthful information; (iii) protect and keep secret all credentials for the Wallet; (d) protect access to your device and your Wallet; (iv) promptly notify us if you discover or otherwise suspect any security breaches related to your Wallet; and (v) 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.

**4.5** Bdtcoin.co does not currently charge a fee for receiving, sending or controlling Digital Assets in your Wallet. However, we reserve the right to do so in the future. Network fees (including, without limitation “miner’s fees”) required to use a Digital Assets 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 Bdtcoin.co shall not advance or fund such a fee on your behalf.

Bdtcoin.co shall not be responsible for any excess or insufficient fee calculation.

**5 TRADING ACCOUNT** The following terms apply to your use of a Trading Account. By using a Trading Account, you agree to this Section 4. The Trading Account is provided to you exclusively by the Bdtcoin.co entity outlined above.

**5.1** Any Digital Assets you purchase using fiat currency in the Wallet will be held in the Trading Account on your behalf. All Digital Assets held in your Trading Account will be held on trust by Bdtcoin.co for your benefit, on a custodial basis. Among other things, this means that:

(a) Except as expressly set forth in this Agreement, title to the Digital Assets remains and shall at all times remain with you and shall not transfer to any company in the Bdtcoin.co Group. As the owner of Digital Assets in your Trading Account, you

bear all risk of loss of such Digital Assets. Bdtcoin.co shall not have any liability for fluctuations in the fiat currency value of Digital Assets held on your behalf in your Trading Account.

(b) None of the Digital Assets in your Trading Account are the property of, or shall or may be loaned to, Bdtcoin.co; Bdtcoin.co does not represent or treat assets in a user’s Trading Account as belonging to Bdtcoin.co. Bdtcoin.co may not grant a security interest in the Digital Assets held on your behalf in your Trading Account. Except as required by a facially valid court order, or except as provided in this Agreement, Bdtcoin.co will not sell, transfer, loan, hypothecate, pledge or otherwise alienate Digital Assets on your behalf in your Trading Account unless instructed by you or compelled by a court of competent jurisdiction to do so.

(c) You control the Digital Assets held on your behalf in your Trading Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address controlled by you or a third party. In the event you wish to transfer Digital Assets into the Wallet, you

may be prompted to set up a backup phrase in order to do so.

In order to more securely custody assets, Bdtcoin.co may use shared blockchain addresses, controlled by a member of the Bdtcoin.co Group, to hold Digital Assets held on behalf of customers and/or held on behalf of Bdtcoin.co. Your Digital Assets are segregated from other customers' Digital Assets and the Bdtcoin.co Group's own Digital Assets by way of separate ledger accounting entries for customer and Bdtcoin.co Group accounts. We will maintain true, complete and accurate records of your Digital Assets held on your behalf and your ownership thereof. Notwithstanding the foregoing, although we maintain separate ledger accounting entries for customer and Bdtcoin.co accounts, no member of the Bdtcoin.co Group shall have any obligation to segregate by blockchain address Digital Assets owned by you from Digital Assets owned by other customers or by any member of the Bdtcoin.co Group.

(d) We may store any Digital Assets you deposit for use on Exchange in a "hot wallet", "cold wallet" or other storage method at our sole discretion.

**5.2** When you place purchase orders in the Trading Account, we may impose minimum holding periods in respect of any Digital Assets 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 Digital Assets in the ordinary way.

**5.3** 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 Agreement, or illicit activity. You will bear the costs of any network fees charged in respect of such suspension, delay, redirection, reversal or cancellation.

**5.4** 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 Digital Assets purchased, and the Digital Assets sold. We may implement, raise and lower transaction limits in the Trading Account in our sole discretion.

**5.5** 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.

**5.6** When you hold Algos in your Trading Account, you will not receive any Algo staking rewards in respect of your Trading Account balance. You may receive awards in the future.

**6 BDTCOIN.CO EARN PRODUCTS** The following terms apply to your use of Wallet Rewards or the Staking Services (“Bdtcoin.co Earn Products”). By using Bdtcoin.co Earn Products, you agree to this Section 5. Bdtcoin.co Earn Products are provided to you exclusively by the Bdtcoin.co entity outlined above. In order to open a Bdtcoin.co Earn Product, you must be in full compliance with this Agreement. Additionally, you must have opened a Gold Level Wallet Account. In the event that we determine that you are in breach of this Agreement, or no longer meet the Bdtcoin.co Earn Product criteria as set by us, we may suspend the provision to you of your Bdtcoin.co Earn Product and/or close your Wallet Account.

**6.1 Wallet Rewards** Eligible Reward Assets that are transferred from your Wallet Account into your Wallet Reward Account shall accrue rewards in accordance with the terms set out below.

(a) **Minimum initial transfer:** The minimum initial transfer of Eligible Reward Assets into your Wallet Reward Account is \$100 in value of the Eligible Reward Asset (the “**Initial Transfer**”), or such other amount as may be published via the Services.

(b) **Minimum balance:** To preserve the integrity of the Initial Transfer, we recommend that you maintain a minimum balance equivalent to \$100 in Eligible Reward Assets (the “**Minimum Balance**”). By maintaining the recommended Minimum Balance, any rewards earned on your Eligible Reward Assets should cover the cost of any network fees charged to your Wallet Reward Account. However, we make no guarantee that this



will be the case and your Wallet Reward Account balance may still fall below the Minimum Balance. While the Minimum Balance is recommended at the date hereof, Bdtcoin.co reserves the right at its sole discretion to make the Minimum Balance mandatory. In such a case, should your Wallet Reward Account fall below the then mandatory Minimum Balance, you would cease to earn any rewards until you meet the Minimum Balance again.

(c) Reward rates: Reward rates on the Wallet Reward Account are determined on a monthly basis. Any changes to the reward rate month-on-month will be announced in advance via the Services.

(d) Payment of rewards: Rewards accrue daily on a daily periodic rate applied to the Eligible Reward Assets in your Wallet Reward Account. Rewards will be payable in arrears and added to your Wallet Reward Account on the first day of each calendar month, regardless of when in the preceding month the transfer occurs (provided the transfer deadlines are met as set forth below). All rewards will be paid in the Eligible Reward Asset contained in your Wallet Reward Account.

(e) Daily reward computation method: Daily rewards are calculated using your daily Wallet Reward Account balance and a daily rate that is derived from the applicable reward rate. The rewards will compound on a daily basis and be paid in the following month in accordance with this Agreement.

(f) Cut-off time for transfers into Wallet Reward Account: The cut-off time for a transfer of Eligible Reward Assets from your Wallet Account to your Wallet Reward Account is 5.00pm UTC. Transfers occurring prior to 5.00pm shall accrue rewards from the same day. For any transfer of Eligible Reward Assets from your Bdtcoin.co Account to your Wallet Reward Account which occurs after 5.00pm UTC, rewards shall accrue from the following day.

(g) Minimum holding period: You are required to hold any Eligible Reward Assets stored in your Wallet Reward Account for at least 7 days, or such other length of period as

published via the Services, and you will not be able to withdraw any such Eligible Reward Assets before that time (the “**Minimum Holding Period**”).

(h) Cut-off time for withdrawals after the Minimum Holding Period: After the Minimum Holding Period, you are able to withdraw any amount of Eligible Reward Assets from your Wallet Reward Account at any subsequent time (a “**Wallet Reward Account Withdrawal**”). Once you submit a Wallet Reward Account Withdrawal, your Eligible Reward Assets will be returned promptly in accordance with this Agreement. For large amounts, this may take up to 7 days.

(i) Impact of withdrawals on your Wallet Reward Account: You will not receive rewards on any Eligible Reward Asset that is withdrawn before 5.00pm UTC on the day of the Wallet Reward Account Withdrawal (in such case, we will deduct any amount shown in your Wallet Reward Account as having been accrued on that day). Should the withdrawal of Eligible Reward Assets be subject to any compliance review which results in a delay in your ability to withdraw such Eligible Reward Assets from the Services, you will not receive rewards for the period of such delay. You shall only accrue rewards on any Eligible Reward Asset remaining in your Wallet Reward Account. For example, if you make a Wallet Reward Account Withdrawal before 5.00pm UTC of 25% of the Eligible Reward Assets held in your Wallet Reward Account, we will deduct 25% of the rewards accrued on the day of such Wallet Reward Account Withdrawal.

(j) Transfer and withdrawal fee: For each transfer and withdrawal, you will be charged a network fee for using network services. The precise amount will be displayed once your transfer or withdrawal has been confirmed on the chain.

(k) Withdrawal destination: Following a Wallet Reward Account Withdrawal, any Eligible Reward Assets to be returned to you shall be paid into the default withdrawal account nominated in your Wallet Account.

(l) Restrictions on reward payments: If for any regulatory or legal reason we are limited in the reward rate we may offer you (or if we are completely restricted from paying any reward to you whatsoever), the rewards to which you shall be entitled will be limited and/or adjusted accordingly and we will provide you with reasonable written notice of this fact.

## **6.2 Consent to Rehypothecate Eligible Reward Asset**

(a) In consideration of the rewards earned on the Eligible Reward Assets in your Wallet Reward Account and upon the transfer of Eligible Reward Assets to the Wallet Reward Account, you transfer to Bdtcoin.co all rights, title and interest in and to such Eligible Reward Assets with all attendant rights of ownership, and accordingly Bdtcoin.co may, subject to Applicable Law and without further notice to you, pledge, re-pledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of such Eligible Reward Assets, separately or together with other property, for any period of time and without retaining in Bdtcoin.co's possession and/or control a like amount of Digital Assets corresponding to the Eligible Reward Assets (or any other monies or assets), and to use or invest such Eligible Reward Assets at Bdtcoin.co's own risk

(b) You acknowledge that, with respect to transferred Eligible Reward Assets used by Bdtcoin.co pursuant to this section: (a) you may not be able to exercise certain rights of ownership of such assets; (b) Bdtcoin.co may receive compensation in connection with using the Eligible Reward Assets in its business to which you have no claim or entitlement; (c) you are not entitled to any profits, income or losses Bdtcoin.co may generate from any use of the Eligible Reward Assets, (d) any reward rates are not conditional on or tied to Bdtcoin.co's income or profits, whether generated directly or indirectly as a result of the use by Bdtcoin.co of an Eligible Reward Asset or otherwise, and (e) Bdtcoin.co may experience losses in certain situations for which you are not responsible. Your Wallet Reward Account represents an obligation of Bdtcoin.co to transfer to you upon your request an equivalent amount of the Eligible Reward Assets in your Wallet Reward Account.

However, in the unlikely event that any losses exceed Bdtcoin.co's total available financial resources, you may suffer a loss and any claim you have against Bdtcoin.co will rank pari passu with Bdtcoin.co's other unsecured creditors.

(c) You expressly acknowledge and agree that your Wallet Reward Account is not a current, checking, savings or other form of bank account, and is not covered by insurance against losses. Bdtcoin.co is not a deposit taking institution; when you transfer the Eligible Reward Assets to your Wallet Reward Account, you transfer ownership of those Eligible Reward Assets to us in exchange for a contractual obligation from us to pay you rewards from time to time and to return an equivalent amount of Digital Assets to you when you send us a Wallet Reward Account Withdrawal.

(d) Set-off. Bdtcoin.co does not and shall not obtain any ownership interest whatsoever in your Digital Assets, except for the avoidance of doubt with respect to Eligible Reward Assets pursuant to this section; provided, however that Bdtcoin.co may set off any matured obligation due from you against any matured obligation owed by Bdtcoin.co regardless of the nature of the payment obligation or how it arose. If the obligations are denominated in different Digital Assets or currencies, Bdtcoin.co may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**6.3** If you are resident in the U.S., you are not currently eligible for the Wallet Rewards Account.

**6.4 STAKING SERVICES** By entering into the Agreement and using the Staking Services, you are consenting that we may in our discretion "stake" eligible Digital Assets held in your Trading Account and/or your User Account in part or in their entirety (the "**Staking Services**", and the staked Digital Assets, the "**Staked Digital Assets**"). "**Staking**" is where certain Digital Assets are held in a cryptocurrency wallet to support the operation of a blockchain network. For more information on what staking means and how it works, please see our FAQ here. We may amend, change or update the Staked

Digital Assets at any time and without prior notice. We do not represent that (a) you will receive any stated percentage of any Staking Rewards (as defined in Section 5.5 below), (b) staking will occur on a continuous basis, (c) staking will occur on an uninterrupted or error-free basis, or that we will correct all defects or prevent third-party disruptions or unauthorized third party access (and in the event of any such disruptions, any Staked Digital Assets may not generate Staking Rewards), or (d) any particular Digital Asset will be staked or continue to be staked. We may choose to begin or cease staking any Digital Asset at any time in our sole discretion. The Staking Services may be offered to Bdtcoin.co users that fulfill the eligibility criteria in the Agreement. Staking Services are provided to you exclusively by the Bdtcoin.co entity outlined in the Agreement. We may perform any or all of the Staking Services described herein directly or through one or more service provider(s). You will continue to retain ownership of all such Digital Assets as set forth in the Agreement. This includes the following:

(a) Except as expressly set forth in the Agreement, title to the Staked Digital Assets remains and shall at all times remain with you and shall not transfer to any company in the Bdtcoin.co Group. As the owner of the Staked Digital Assets in your Trading Account and User Account, you bear all risk of loss of such Staked Digital Assets. Bdtcoin.co shall not have any liability for fluctuations in the fiat currency value of Staked Digital Assets held on your behalf in your Trading Account or User Account.

(b) None of the Staked Digital Assets in your Trading Account or User Account are the property of, or shall or may be loaned to, Bdtcoin.co; Bdtcoin.co does not represent or treat assets in a user's Trading Account or User Account as belonging to Bdtcoin.co. Bdtcoin.co may not grant a security interest in the Staked Digital Assets held on your behalf in your Trading Account or User Account. Except as required by Applicable Law, or except as provided in the Agreement, Bdtcoin.co will not sell, transfer, loan, hypothecate, pledge or otherwise alienate Staked Digital Assets on your behalf in your Trading Account or User Account unless instructed by you or compelled by a court of competent jurisdiction to do so.

(c) You control the Digital Assets held on your behalf in your Trading Account and User Account. Subject to any applicable lock-up period (see Section 5.6 below), outages, downtime, and other applicable policies, you may withdraw your Staked Digital Assets by sending it to a different blockchain address controlled by you or a third party. In the event you wish to transfer Digital Assets into the Wallet, you may be prompted to set up a backup phrase in order to do so.

**6.5 Earning Staking Rewards.** In order to earn any rewards on any Staked Digital Assets resulting from the Staking Services, you must expressly opt-in by clicking on the relevant tab on the Bdtcoin.co website or app (the “Staking Rewards Program”) and transferring funds to it. If you are participating in the Staking Rewards Program, we will remit to you the applicable percentage of staking rewards resulting from such Staked Digital Assets (the “Staking Rewards”) as shown on the Bdtcoin.co Earn section of the Bdtcoin.co website. We will determine the applicable percentage and timing of these remittances and additional fees may apply pursuant to the Agreement. You acknowledge and agree that there is no guarantee that you will actually receive any Staking Rewards and that any applicable percentage is an estimate only and not guaranteed. It may change at any time in our sole discretion and it may be more or less than the actual staking rewards we receive from the applicable protocol. Additionally we cannot guarantee that the Staking Services will be uninterrupted or error-free. Disruptions may occur that are outside of our control that may prevent performance of the Staking Services and the earning of any Staking Rewards.

**6.6 Lockup Period.** Any Digital Assets that are pledged for staking pursuant to this Agreement will become locked on the applicable token protocol (for example, Ethereum may have a longer lock-up period than other token protocols). When your Digital Assets are staked, you are subject to the applicable bonding period in addition to any other requirements we may have with respect to the Staking Services. The “bonding period” is the amount of time the blockchain delegator waits before their asset is bonded. Unbonding is the action of telling the network you want to unlock tokens. In managing the Staking Services, Bdtcoin.co may determine the overall bonding and un-

bonding period in its sole discretion. Important note: For Ethereum holders staking ETH, once your Digital Assets are staked, they cannot be unstaked or transferred for an unknown period of time.

**6.7 Slashing Penalty.** A determination by the applicable token protocol that the Staking Service has been erroneously operated may result in a “slashing penalty” and non-payment of the applicable Staking Rewards by the applicable token protocol. Bdtcoin.co agrees to compensate you for any slashing penalties to the extent such penalties are not a result of (a) your acts or omissions, (b) Staked Digital Assets maintenance, bugs, or errors, (c) acts by a hacker or other malicious actor, or (d) Force Majeure Events.

**7 SWAP** We may provide Swap for your use with the Wallet interface. The following terms apply to your use of Swap. By using Swap, you agree to this Section 6. Swap is provided to you exclusively by the Bdtcoin.co entity outlined above.

**7.1** Through Swap, Bdtcoin.co will display a conversion rate to you that may include a fee for services related to using Swap. You agree to pay this fee. Fees may be modified or supplemented at any time. We will deliver to you the requested Digital Assets, less any applicable fees, by executing a transaction from a Digital Assets address we control to one associated with your Wallet.

**7.2** We may, at our sole discretion, require you to satisfy our Compliance Program before participating in Swap or receiving funds.

**7.3** You may not cancel, reverse or change any Swap transaction. We may suspend, delay, redirect, reverse or cancel any Swap 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 Agreement, or illicit activity.

**7.4** We may implement Swap transaction limits. These may vary based on a variety of factors, including, without limitation, the time of your transaction, your location, the

Digital Assets purchased, and the Digital Assets sold. We may implement, raise and lower Swap transaction limits in our sole discretion.

**8 LOCKBOX** The following terms apply to your use of Lockbox. By using Lockbox, you agree to this Section 7. Lockbox is provided to you exclusively by the Bdtcoin.co entity outlined above.

**8.1** We may advertise to you a Lockbox hardware device to be used in connection with the Wallet or other Services. A Lockbox is manufactured, offered, sold and supported (if applicable) by third parties, not Bdtcoin.co. You have no relationship, contractual or otherwise, with Bdtcoin.co in connection with your purchase of a Lockbox from such third party, except as expressly stated in this Agreement. We do not act as a reseller. We may, from time-to-time, include features permitting you to use a Lockbox in connection with the Wallet. We do not guarantee support for, or access to, any Lockbox as part of the Services. We shall not be responsible for any damages caused in whole or in part, directly or indirectly, by a Lockbox or any use of a Lockbox, whether or not it was used in connection with the Services.

**8.2** Bdtcoin.co does not receive or store passwords, keys, network addresses, transaction history, personal identification numbers (“PINs”) or other credentials associated with a Lockbox. We cannot assist you with Lockbox credential retrieval. You are solely responsible for remembering, storing and keeping secret any Lockbox credentials. Any Digital Assets you have associated with a Lockbox may become inaccessible if you do not know or keep your credentials secret. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase or PIN) can dispose of Digital Assets in your Lockbox.

**8.3** When you set up a Lockbox, you must: (a) create strong credentials (like PINs) that you do not use for any other service; (b) protect and keep secret all credentials; (c) protect access to your Lockbox; (d) promptly notify us if you discover or otherwise suspect any security breaches related to your Lockbox; and (e) use the backup



functionality provided with the Lockbox, keeping all backup information secure and confidential. You agree to assume responsibility for all activities that occur in connection with your Lockbox and accept all risks of any authorized or unauthorized access to your Lockbox, to the maximum extent permitted by law.

**8.4** At no point will Bdtcoin.co ever take custody or control over any Digital Assets stored using a Lockbox, nor will we have access to any credentials associated with your Lockbox or the ability to recover any Digital Assets used in connection with a Lockbox.

**8.5** Information relating to Digital Assets, like balances, availability or value, may not reflect the actual balance in real-time. You must independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility. Any Services offered in connection with the Lockbox are provided on an "AS IS" basis without any representation or warranty, whether express, implied or statutory. To the maximum extent permitted by applicable law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We make no warranty that any Lockbox will be free from viruses, malware, or other related harmful material and make no representation that your ability to access any Lockbox will be uninterrupted. Any defects or malfunction in the product should be directed to the third party offering the Lockbox and not Bdtcoin.co. We shall not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on or through the Lockbox.

**9 AIRDROP PROGRAM** The following terms apply to your use of the Airdrop Program. By using the Airdrop Program, you agree to this Section 8. The Airdrop Program is provided to you exclusively by the Bdtcoin.co entity outlined above.

**9.1** We may offer you the opportunity to receive Digital Assets at no cost ("**Airdrop**"). The Digital Assets are delivered by us to you. However, the Digital Assets are manufactured, offered and supported by the network creator or developer, and not by Bdtcoin.co. You are solely responsible for researching and understanding the

Digital Assets network subject to the Airdrop. You may not rely on any of our statements concerning the Digital Assets.

**9.2** Each Airdrop shall be subject to any terms displayed in the Services, including terms set by the network creator or developer.

**9.3** There is no purchase necessary to receive Digital Assets in an Airdrop. However, you must have a Wallet Account. Although Bdtcoin.co currently does not charge a fee for participation in the Airdrop Program, we reserve the right to do so in the future if you provide you with prior notice.

**9.4** An offer to receive Digital Assets in an Airdrop is only available to you while supplies last. Once the amount of Digital Assets offered by Bdtcoin.co in an Airdrop is exhausted, any party who has either been placed on a waitlist, or has completed certain additional steps, but not yet received notice of award of Digital Assets in such Airdrop, shall no longer be eligible to receive Digital Assets in that Airdrop. Bdtcoin.co reserves the right, in our sole discretion, to modify or suspend any Airdrop requirements at any time without notice, including the amount previously advertised as available.

(a) Eligibility.

(1) You may not be eligible to receive Digital Assets from an Airdrop in your jurisdiction. Users from UN and FATF sanctioned countries are excluded from Airdrops without exception. In the event that you have multiple Wallets with Bdtcoin.co, you are only eligible to receive Digital Assets from an Airdrop in one Wallet and for one User Account.

(2) Notwithstanding anything to the contrary in this Agreement, Bdtcoin.co, at its sole discretion, will determine the eligibility criteria for each Airdrop, including the amount of Tokens to be distributed. Bdtcoin.co will have no obligation to notify users of the eligibility criteria for the Airdrop prior to the execution of such Airdrop.

(3) In addition to any other eligibility criteria set forth in this Agreement or otherwise determined by Bdtcoin.co, to receive an Airdrop, participants must have an approved, KYC-verified, live Exchange account containing a positive balance of the relevant Token (a “**Verified Account**”).

(4) Bdtcoin.co reserves the right to disqualify any user that Bdtcoin.co deems ineligible for an Airdrop (including for breach of this Agreement or by engaging in conduct that Bdtcoin.co considers inappropriate or unacceptable).

(5) Tokens will be credited to the Eligible User’s Verified Account on a date and time determined by Bdtcoin.co. Upon completion of an Airdrop, Bdtcoin.co will notify the Eligible User that Tokens were credited to that Eligible User’s Verified Account.

(6) Airdrops are not transferable and no substitutions or cash equivalents are permitted.

(7) Bdtcoin.co’s decisions in any matter in relation to Airdrop are final and Bdtcoin.co will not entertain any requests for appeal or review. All Airdrops are governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

**10 EXCHANGE** The following terms apply to your use of Exchange. By using Exchange, you agree to this Section 9. The Exchange is provided to you exclusively by the Bdtcoin.co entity outlined above.

**10.1** We may offer you the ability to purchase and sell Digital Assets for other Digital Assets or fiat currency via Exchange subject to the terms of this Agreement. Use of Exchange requires a User Account, which may require you to complete certain actions pursuant to our Compliance Program. Your use of Exchange is subject to the terms of the Trading Principles available here, which we may update 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.

**10.2** Exchange may not be available in all markets and jurisdictions. We may restrict or prohibit use of Exchange in certain jurisdictions including Restricted Locations. We may also update these limitations at any time.

**10.3** General Obligations.

(a) Number of User Accounts. We may limit the number of User Accounts that you may create or maintain. We may also terminate or suspend any User Account that exceeds such limit, and liquidate, freeze or refund positions and funds associated with such User Account.

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

(c) 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 when you access Exchange, including but not limited to two-factor authentication (“**2FA**”). This 2FA may include security passcodes sent via mobile text message, electronic mail or an application designed to provide 2FA by other means. 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 Exchange. We cannot be held responsible for any damage caused by a 2FA device, software or method.

(d) Exchange Communications. Bdtcoin.co may offer a “chat” or “messaging” feature in connection with Exchange to allow you to communicate with other 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.

Bdtcoin.co may suspend or terminate your use of any messaging feature for any

reason, with or without notice. All communications made on any such feature are subject to surveillance and retention by Bdtcoin.co 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 Exchange's order process.

(e) User Account Information. You will be able to view certain details of your account history as determined by Bdtcoin.co, up to a specific period of time as determined by Bdtcoin.co in our sole discretion. This account history may include information such as: (i) your fiat balance; (ii) your Digital Assets balance; (iii) executed transaction details; (iv) unexecuted transaction details; and (v) deposit and withdrawal information.

#### **10.4 Deposits and Withdrawals to Your User Account.**

(a) Funding Your User Account. In order to complete a Digital Assets transaction, you will need sufficient funds in your User Account, either in the form of Digital Assets or fiat currency, depending upon the order type you select. Bdtcoin.co 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 Bdtcoin.co. We shall not be responsible for damages resulting from failed or delayed funding.

(b) 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. For USD-denominated balances, we may hold your deposit balance in a combination of USD fiat currency, USDC and USDP, and by using Exchange you agree that we may convert your USD fiat currency to USDC, USDP or both in our discretion. Each such account is separate from Bdtcoin.co's operating bank account(s). We will maintain true, complete and accurate records relating to the fiat currency held on your behalf and your ownership thereof.

(c) Treatment of Digital Assets. Any Digital Assets held in your User Account on Exchange will be held by Bdtcoin.co on trust for your benefit on a custodial basis. Among other things, this means that:

(1) Title to Digital Assets remains and shall at all times remain with you and shall not transfer to any company in the Bdtcoin.co Group. As the owner of Digital Assets in your User Account, you shall bear all risk of loss of such Digital Assets. No company within the Bdtcoin.co Group shall have any liability for fluctuations in the fiat currency value of Digital Assets held in your User Account. As the owner of Digital Assets in your User Account, you shall bear all risk of loss of such Digital Assets.

(2) None of the Digital Assets in your User Account are the property of, or shall or may be loaned to, Bdtcoin.co; Bdtcoin.co does not represent or treat assets in a User Account as belonging to Bdtcoin.co. Bdtcoin.co may not grant a security interest in the Digital Assets held in your Digital Assets Wallet. Except as required by a facially valid court order, or except as provided in this Agreement, Bdtcoin.co will not sell, transfer, loan, hypothecate, pledge or otherwise alienate Digital Assets in your User Account unless instructed by you or compelled by a court of competent jurisdiction to do so.

(3) You control the Digital Assets held in your User Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different blockchain address controlled by you or a third party.

(4) In order to more securely custody assets, Bdtcoin.co may use shared blockchain addresses, controlled by a member of the Bdtcoin.co Group, to hold Digital Assets held on behalf of customers and/or held on behalf of Bdtcoin.co. Your Digital Assets are segregated from other customers' Digital Assets and the Bdtcoin.co Group's own Digital Assets or funds by way of separate ledger accounting entries for customer and Bdtcoin.co Group accounts. We will maintain true, complete and accurate records relating to the Digital Assets held on your behalf and your ownership thereof. Notwithstanding the foregoing, although we maintain

separate ledger accounting entries for customer and Bdtcoin.co accounts, no member of the Bdtcoin.co Group shall have any obligation to segregate by blockchain address Digital Assets owned by you from Digital Assets owned by other customers or by any member of the Bdtcoin.co Group.

(5) We may store any Digital Assets you deposit for use on Exchange in a “hot wallet”, “cold wallet” or other storage method in our sole discretion.

(d) Treatment of Algos. When you hold Algos in your User Account on the Exchange, you will not receive any Algo staking rewards in respect of your User Account balance. You may receive awards in the future.

(e) 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 Digital Assets or fiat currency, as applicable. If you are using the Services with a balance in a USD-denominated Digital Asset or fiat currency, amounts you withdraw may in your discretion be in USD fiat currency, USDC or USDP (irrespective of the type of currency initially deposited). By using the Exchange you agree that we may convert your USDC and/or USDP to USD fiat currency at our discretion. 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.

(f) 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 Exchange or Services to a third party website. In this event, you will be solely responsible for any actions taken on the third party website and we shall not be liable for any loss resulting in whole or in part from such website or provider.

(g) 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.

(h) 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.

(i) Erroneous Deposits. In the event that any amount of fiat currency or Digital Assets is deposited into your account in error in connection with any transaction or otherwise (an "Erroneous Deposit"), you must notify Bdtcoin.co immediately and return the Erroneous Deposit as soon as possible. In the event you do not return the Erroneous Deposit to Bdtcoin.co, you shall be indebted to Bdtcoin.co in the amount of the Erroneous Deposit and Bdtcoin.co 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, Bdtcoin.co may, but be under no obligation to, take whatever further action it considers necessary in order to recover the Erroneous Deposit.

## **10.5 Bdtcoin.co Activity**

(a) Order Types. We will offer you different types of orders that may be placed on Exchange (see the Trading Principles for more information on order types). We do not guarantee any order you place on Exchange will be executed or executed at any particular time.

(b) Cancellation Policy. 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 Exchange, including the quantity



and price of the Digital Assets to be bought or sold, as well as the amount of funds, either Digital Assets or fiat currency, that will be required in connection with your trade request. Please see the Trading Principles for additional information on Bdtcoin.co's cancellation practices.

(c) Bdtcoin.co Own Account Dealing. Any member of the Bdtcoin.co Group may be actively participating on the Exchange and placing its own orders. This means that the counterparty to an order you place on the Exchange may be Bdtcoin.co acting in such a capacity.

**10.6 Fees.** You must pay any fees associated with your use of Exchange. Generally, Bdtcoin.co will debit fees for orders from the total cost of your order. Blockchain may charge other fees, or process fees in an alternative manner, but only with prior written notice to you. We shall post a fee schedule in the Services that we may change at any time in our sole discretion. If we determine you owe us any amount of fiat currency or Digital Assets, we may offset such amount against any funds we hold for you, whether in Digital Assets or fiat currency.

**11 API** We currently offer a number of API endpoints as part of the Services. In the event you access or use any of our APIs, you agree to the API Agreement available at [www.bdtcoin.co/api-terms](http://www.bdtcoin.co/api-terms).

## **12 THIRD PARTY CONTENT**

**12.1** 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. We 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. 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.

**12.2** In the event you use the Modulr services, you hereby agree to the terms and conditions available here.

**12.3** The Services may be connected by Envestnet | Yodlee. When you request data from a source connected to the Services, Yodlee collects that data and provides it to us. Yodlee acts on our behalf in this process, which means we share your data with Yodlee as one of our service providers. For more information on how Yodlee collects, uses, stores, and handles your data, please see Envestnet | Yodlee's Commitment to its Clients and their Users ([www.yodlee.com/clients-consumers](http://www.yodlee.com/clients-consumers)). If there is any inconsistency between Yodlee's Commitment and this Agreement regarding Yodlee's activities, then Yodlee's Commitment is correct.

## **13 GENERAL RISK FACTORS**

**13.1** Bdtcoin.co does not give investment, tax, legal, or other professional advice by allowing you to use the Services, the ability to purchase, sell, or store Digital Assets, and we do not recommend, or endorse that you purchase or sell Digital Assets, or make any investment. Before engaging in any transaction or investment activity, you should consult a qualified professional. You acknowledge that (a) you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for you; (b) you are familiar with the operation of Digital Asset trading and have the experience required to use the Services; and (c) you are responsible for determining whether using the Services is legal in your jurisdiction and you shall not use any of the Services if such use is illegal. Your use of the Services requires you to bear risks for which we will not be held responsible. We list some, but not all of these risks below:

(a) Hardware, software or connections required to interact with a Digital Assets network might fail, succumb to malware, unauthorized access or malicious attacks. Third parties may obtain unauthorized access to the Services, including, but not limited to your public and private keys. Bdtcoin.co 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. Bdtcoin.co 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) When placing a “market order” in a Digital Assets, 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. The timing of transactions may be affected by matters in the blockchain and the application of the relevant protocols.

(d) Under certain market conditions you may find it difficult to liquidate a position. In such circumstances, the market 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.

(e) Digital Assets are not legal tender, are not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections;

(f) legislative and regulatory changes or actions at the State, Federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets. It is possible that in the future, certain laws, regulations, policies or rules relating to Digital Assets may be implemented, which would directly or indirectly affect or restrict your interaction with Bdtcoin.co and your ability to use, transfer or exchange Digital Assets.;

(g) transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Once you send Digital Assets to an address, you may lose access to your Digital Assets 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 Digital Assets. Digital Assets mistakenly sent to an address we do not control may not be recoverable.;

(h) some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction;

(i) the value of a Digital Asset may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;

(j) there is no assurance that a person who accepts a Digital Asset as payment today will continue to do so in the future;

(k) the volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time. In addition, price and liquidity are subject to significant fluctuations that may be unpredictable. The price (which can go up or down and even drop to zero) and liquidity of Digital Assets have been subject to large fluctuations in the past and may be subject to large fluctuations in the future.;

(l) the nature of Digital Assets may lead to an increased risk of fraud or cyber attack;

(m) the nature of Digital Assets means that any technological difficulties experienced by Bdtcoin.co may prevent the access or use of your Digital Assets; and

(n) any bond or trust account maintained by Bdtcoin.co for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

**13.2** 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 service 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.

**13.3** 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.

## **14 GENERAL PROVISIONS**

### **14.1 Intellectual Property**

(a) Unless otherwise indicated by us, the Services and any other material or content provided by Bdtcoin.co, and all intellectual property rights therein, are the property of Bdtcoin.co or our licensors or suppliers. We do not give any implied license for the use of the contents of the Services.

(b) You accept and acknowledge that the material and content contained in or delivered by 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 Services as set forth in this Agreement.

(c) You further acknowledge that any other use of content from 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 Services on any copy you make of the material but failing to do so shall not prejudice Bdtcoin.co's intellectual property rights therein.

(d) You may not sell or modify materials derived or created from 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 Services without our express, written permission.

(e) Any rights not expressly granted in this Agreement to use the materials contained on or through the Services are reserved by Bdtcoin.co in full.

**14.2** Bdtcoin.co 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. See our Law Enforcement Policy for additional details on how we respond to such third party requests.

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

#### **14.4** Death of account holder

(a) 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 authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died.

(b) 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.

(c) 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.

## **15 FEEDBACK AND COMPLAINTS**

**15.1** If you provide any suggestions, ideas, feedback, or recommendations to us regarding the Services, we may use this Feedback for any purpose and without any obligation to you. By providing us with Feedback, you give us a worldwide, perpetual, irrevocable, transferable, sublicensable, fully-paid and royalty-free license to use and exploit in any manner any and all Feedback. By submitting Feedback, you waive any moral rights to the fullest extent permitted under law.

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

## **16 REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY**

**16.1** 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) will not use the Services if you are prohibited by any Applicable Law from doing so.

**16.2** 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 Wallet Account, or credentials without authorization;

(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 authorized 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.

**16.3** We endeavor 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. We cannot and do not guarantee the timeliness, accuracy or completeness of any information (whether pricing, exchange rate or otherwise) provided in connection with any Digital Asset or your holding or trading of or in the same. 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.

**16.4** BDTCOIN.CO 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 BDTCOIN.CO ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (A) 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 (B) THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU ACKNOWLEDGE THAT BDTCOIN.CO MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END USER, AND THAT BDTCOIN.CO'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 BDTCOIN.CO OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

**16.5** You agree to indemnify and hold harmless Bdtcoin.co, its affiliates, subsidiaries, directors, managers, members, officers, employees, and other customers, 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 Services; or (b) a reversal of payment instructions by you which results in a negative account balance; (c) breach of this Agreement or any other policy; (d) false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; or (e) violation of any rights of any other person or entity; provided however, that you shall not indemnify Bdtcoin.co for claims or losses arising out of Bdtcoin.co's gross negligence or willful misconduct as determined by final order of a court of competent jurisdiction. This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this Agreement.

#### **16.6 Limitation of Liability**

(a) Bdtcoin.co shall not be liable to you or anyone else for any loss or injury resulting directly or indirectly from your use of the Services, including any loss caused in whole or part by any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including, but not limited to, those arising from the negligence of Bdtcoin.co or contingencies beyond its control in procuring, compiling, interpreting, computing, reporting, or delivering Bdtcoin.co, the Services thereon or the information therein. In no event will Bdtcoin.co be liable to you or anyone else for any decision made or action taken by you in reliance on, or in connection with your use of the Services or the information therein.

(b) IN NO EVENT SHALL BDTCOIN.CO, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS,

EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR: (I) ANY AMOUNT GREATER THAN THE VALUE, IN U.S. DOLLARS, OF THE DIGITAL ASSETS AT ISSUE IN THE CLAIM AT THE TIME OF THE TRANSACTION OR EVENT GIVING RISE TO THE CLAIM; OR (II) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, PUNITIVE 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 BDTCOIN.CO HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY DIGITAL ASSETS AS DAMAGES, OR SHALL YOU BE ENTITLED TO SPECIFIC PERFORMANCE OR ANY OTHER SIMILAR REMEDY. YOU AND WE AGREE THAT ANY CALCULATIONS OF DAMAGES BASED IN ANY WAY ON THE VALUE OF DIGITAL ASSETS SHALL BE BASED ON THE LOWEST VALUE OF THE DIGITAL ASSETS DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

(d) 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 VIRUSES, 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 EVENT (INCLUDING BUT

NOT LIMITED TO (I) ACTS OF GOD, NATURE, COURT OR GOVERNMENT; (II) FAILURE OR INTERRUPTION IN PUBLIC OR PRIVATE TELECOMMUNICATION NETWORKS, COMMUNICATION CHANNELS OR INFORMATION SYSTEMS; (III) ACTS OR OMISSIONS OF ACTS OF A PARTY FOR WHOM BDTCOIN.CO IS NOT RESPONSIBLE; (IV) DELAY, FAILURE, OR INTERRUPTION IN, OR UNAVAILABILITY OF, THIRD PARTY SERVICES AND SITES; (V) STRIKES, LOCK-OUTS, LABOUR DISPUTES, WARS, TERRORIST ACTS AND RIOTS; AND (VI) VIRUSES, MALWARES, OTHER MALICIOUS COMPUTER CODES OR THE HACKING OF BDTCOIN.CO'S SYSTEMS).

(e) THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

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

## **17 MISCELLANEOUS**

**17.1** It is your responsibility to determine what, if any, taxes apply due to your use of Bdtcoin.co Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Bdtcoin.co is not responsible for determining whether taxes apply to your Digital Assets transactions or for collecting, reporting, withholding or remitting any taxes arising from any Digital Assets transactions.

**17.2** A party's failure or delay to enforce, or partially enforce, any provision of this Agreement shall not be construed as a waiver of any rights.

**17.3** A party shall not be deemed to have breached this Agreement if that breach was due to a Force Majeure Event (and the nonbreaching party shall not be permitted to recover any losses or damages for such breach).

**17.4** In the event that any provision of this 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 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 Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

**17.5** This 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 Agreement without prior written consent of Bdtcoin.co, which may be withheld in Bdtcoin.co's sole discretion. We may assign rights or delegate duties under this Agreement in our sole discretion.

**17.6** You and Bdtcoin.co are independent contractors for purposes of this Agreement. Nothing in this Agreement shall create any partnership, joint venture, agency, consultancy or trusteeship.

**17.7** This Agreement, along with the Supplemental Agreements, constitute the entire agreement among the parties with respect to the subject matter described in this Agreement and shall.

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

For purposes other than technical support requests, you may contact us by registered e-mail: [support@bdtcoin.co](mailto:support@bdtcoin.co).

With an electronic copy to: [admin@bdtcoin.co](mailto:admin@bdtcoin.co).

Please note, however, that all formal legal documents and claims must be formally and properly served on the correct Bdtcoin.co entity according to governing law.

## **18 DISPUTE RESOLUTION FOR ALL USERS**

**18.1** Any dispute between you and us arising out of or relating to our products, services, this Agreement or our relationship as created by this Agreement (whether arising out of contract, tort, statute or any other manner) shall be settled in binding JAMS arbitration, in accordance with the Federal Arbitration Act under the JAMS Streamlined Arbitration Rules & Procedures; 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.

**18.2** The arbitration will be conducted by a single, neutral JAMS arbitrator mutually agreed upon by the parties and shall take place in the United States, in the English language. In the event that JAMS is unavailable to administer the arbitration, another administrator will be selected by the parties or, if the parties cannot reach an agreement, the court (as dictated by the forum selection clause herein) shall select the administrator. The arbitrator shall apply the law of the state of Florida, 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 authorized by law, and the arbitration decision may be enforced in any court in Miami-Dade County, Florida. The arbitrator shall resolve the dispute and is empowered with the exclusive authority to resolve any dispute relating to the scope, interpretation, applicability or enforceability of these terms or the formation of this Agreement, including the arbitrability of any dispute and any contention that all or any part of this Agreement is unconscionable, void or voidable. 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 brought under this Section shall be entitled to reasonable costs and attorneys' fees to the extent permitted. 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 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 Miami-Dade County, Florida, applying Florida law.

**18.3** By entering into this Agreement, you expressly waive your right to a trial by jury and right to participate in a class action lawsuit. You further agree that the arbitration will take place on an individual basis, that class arbitrations and class actions are not permitted, and that you are agreeing to give up the ability to participate in any class action. For avoidance of doubt, you are agreeing to give up the ability to bring a lawsuit in court (except small claims discussed herein); and you are giving up the ability to bring or participate in a class action in any form or forum, even if your dispute is determined not to be subject to arbitration.

**18.4** If an arbitrator (or a court, if a court determines it can evaluate the issue) decides that applicable law precludes enforcement of any of Section 17 as to a particular claim or request for a remedy, then that claim or remedy (and only that claim or that remedy)

must be severed from the arbitration and may be brought in court as set forth in Section 17.2. An arbitrator (or a court, if a court determines it can evaluate the issue) may sever any portion of this Section 17 that it finds to be unenforceable, except for the prohibitions on any claim being handled on a class or representative basis. If, however, the waiver of class or consolidated actions is deemed invalid or unenforceable as it relates to a particular claim or dispute, neither you nor we are entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 17.2. This provision does not prevent you or us from participating in a class-wide settlement of claims.

**18.5** This Section 17 will survive any termination of your relationship with us. If any provision of this Agreement shall be deemed unlawful, invalid or otherwise unenforceable, then that provision shall be deemed severable from this Agreement. Severing any such provision from this Agreement shall not affect the validity and enforceability of any remaining provisions, except as otherwise noted herein.

## **19 DEFINITIONS**

**Airdrop Program means the provision of Digital Assets by Bdtcoin.co at no cost and on the terms set forth in this Agreement.**

**API** means application programming interface. For the avoidance of doubt, APT is not a Service and is governed by a separate agreement.

**Bdtcoin.co Group means the Bdtcoin.co group of companies under the common control of Bdtcoin.co Group Holdings, Inc..**

**Compliance Program means the requirements set by Bdtcoin.co 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.**



**Digital Assets** means any digital assets, digital currency, cryptocurrency, cryptoasset, stablecoin, tokenised asset (or other such similar term) accepted by Bdtcoin.co, but does not include a derivative of a Digital Assets, or a security, as defined under Applicable Law.

**Eligible Reward Assets** means any Digital Assets eligible for transfer to the Wallet Reward Account, which shall be as published via the Services from time to time.

**Exchange** means the electronic trade execution system that is used for trading Digital Assets on the terms set forth in Section 9.

**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.

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

**Hard Fork** means a permanent protocol divergence of a Digital Asset in a block chain.

**Lockbox** means the electronic hardware key management device supported by the Wallet but provided by a third party as set forth in Section 7.

**Restricted Location** means any sanctioned country according to the up-to-date lists of the US Office of Foreign Assets Control (OFAC), the United Nations, the European Union and any EU Member State, HM Treasury (UK) or equivalent authority;

**Services means any (a) Bdtcoin.co website (including Explorer), mobile and desktop applications or other Bdtcoin.co platforms; and (b) the products and services made available by Bdtcoin.co, including, without limitation Wallet, Swap, Lockbox, the Airdrop Program, Exchange, and our APIs. Notwithstanding the foregoing, Services, as that term is used in this Agreement, does not include the Margin product. The use of Margin is exclusively governed by the Margin Agreement available at [exchange.Bdtcoin.co/legal/margin](https://exchange.Bdtcoin.co/legal/margin).**

**Swap** means the noncustodial conversion service that allows you to exchange one Digital Assets for another Digital Assets or for fiat currency on the terms set forth in Section 6.

**Trading Account** means the functionality within the Wallet that permits you to buy and hold Digital Assets on a custodial basis with Bdtcoin.co.

**User Account means an account in a customer's name kept by Bdtcoin.co for the benefit of such customer for use in connection with the 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 Bdtcoin.co's Wallet Reward Account.**

**Wallet** means the wallet software published by Blockchain Access (Ireland) Limited, consisting of software that permits you to self-custody Digital Assets, organize network addresses, view transaction history and transact in Digital Assets as set forth in Section 3.

**Wallet Account means an account, opened by you with Bdtcoin.co, through which you may access Wallet and your Wallet Reward Account, if applicable.**

**Wallet Reward Account** means your Wallet Reward Account, opened by you with Bdtcoin.co, which resides within your Wallet Account.