Blockchain.com User Agreement

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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.

Save as described below, this user agreement (“Agreement”) is between the Blockchain entity identified in the chart and paragraphs below (“Blockchain.com”, “we”, “us”, or “our”) and you (and the company you work for if you are accessing the Services (as defined below) on behalf of such company) (“you”).

Jurisdiction	Operating Entity
EEA /Switzerland Residents	Blockchain.com Operations (Malta) Limited
US Residents	Blockchain.com, Inc.
UK Residents	Blockchain.com Operations (UK) Limited
Nigeria Residents	BC Access (Nigeria) Limited
Ghana Residents	BC Access (Ghana) Limited

IM Residents	Blue Cube Access (Global) Limited
Rest of World	Blockchain.com Operations (Malta) Limited

* Based on your country of residence which you disclosed to us as part of yo*ur onboarding process. Terms and Conditions for all services provided by* Blockchain.com Operations (Malta) Limited *are available here.*

*IM countries is defined to include: Afghanistan, Algeria, Angola, Barbados, Bolivia, Burkina Faso, Cambodia, Cameroon, Cayman Islands, China, Gibraltar, Haiti, Iraq, Jamaica, Jordan, Libya, Morocco, Mozambique, Myanmar, Nicaragua, Pakistan, Occupied Palestinian Territory, Panama, Philippines, Senegal, Somalia, South Africa, Sudan, Tanzania, Trinidad and Tobago, Turkey, Uganda, United Arab Emirates, Vanuatu and Vietnam.*

The Passive Rewards and Active Rewards (to the extent the same are available to users based on their jurisdiction of residence from time to time) are provided to users irrespective of their jurisdiction of residence by Blockchain.com (BVI) Limited. The terms pursuant to which the Passive Rewards are provided are governed by Section 5.1 (Passive Rewards) of this Agreement. The terms pursuant to which the Active Rewards are provided are governed by Section 5.3 (Active Rewards) of this Agreement.

The Staking Services (to the extent the same are available to users based on their jurisdiction of residence from time to time) are provided to users irrespective of their jurisdiction of residence by Blockchain.com (Cayman) Limited. The terms pursuant to which the Staking Services are provided are governed by Section 5.2 (Staking Services) of this Agreement.

The De-Fi Wallet (to the extent the same is available to users based on their jurisdiction of residence from time to time) is provided to users irrespective of their jurisdiction of residence by Blockchain.com (BVI) III Limited. The terms pursuant to which the De-Fi Wallet is provided are governed by Section 3 (The De-Fi Wallet and Dex Aggregator) of this Agreement. Section 3 (The De-Fi Wallet and Dex Aggregator) shall be governed by the laws of the British Virgin Islands.

1 GENERAL

1.1 By accepting these terms and accessing or using the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement that apply to the Service that you are using, as well as our Privacy Policy, Cookie Policy, API Agreement, Law Enforcement Policy, and Trading Principles (collectively, “Supplemental Agreements”). These additional agreements are incorporated by reference to this Agreement (meaning you also agree to these Supplemental Agreements). For the avoidance of doubt, for the De-Fi Wallet only Section 3 (The De-Fi Wallet and Dex Aggregator) is applicable and constitutes the sole agreement between you and Blockchain.com (BVI) III Limited, no other provision of this Agreement applies.

1.2 You will see a number of capitalized terms in this Agreement. These capitalized terms have already been defined or will be defined in the sentence in which they are used or in Section 18 at the end of this Agreement.

1.3 This Agreement applies to all Blockchain.com services (“Services”) that Blockchain.com may provide to you from time to time, including the Blockchain.com Interface, Blockchain.com Account, Blockchain.com Pay, Passive Rewards, Staking Services, Active 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.blockchain.com/legal/terms.

1.4 You affirm that you are the older of 18 years old or the age of majority as required by your local law 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 proper grant of authority and capacity to enter into this Agreement on behalf of such company.

1.5 We may change the terms of this Agreement and any Supplemental Agreement at any time without prior notice. Any changes will take effect immediately when posted (unless specifically indicated otherwise) 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.

2 ACCESSING THE SERVICES

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

2.2 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 Blockchain.com will not be held responsible for any unauthorized access to the Services (or any harm resulting from such unauthorized access).

2.3 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 always comply with all Applicable Law.

2.4 In order to use some of the Services, you will need to satisfy an onboarding process, along with the terms of our Compliance Program. By accepting our Services you agree to the following conditions in relation to our onboarding process:

(a) **Information required:** You may be required to provide certain information and documentation in line with laws and regulations applicable to you and to us ("Onboarding Information"). For example, we may request additional information to verify your identity or source of funds. We may request personally identifiable information such as network address, name, email, residence 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. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Blockchain or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data. The Privacy Policy contains further details about how we may use this information that you provide and we may collect about you.

(b) **Representations and warranties**: In providing the Onboarding Information, you represent and warrant to us that the Onboarding Information is accurate and complete and you agree to update such Onboarding Information in the event of any changes to your Onboarding Information at any time during the onboarding process or whilst you remain onboarded with us.

(c) **Timing**: You shall comply with any request by us for any Onboarding Information or documents from you by no later than 14 days following the date of any such request (the "Onboarding Information Deadline"). You shall update us of any changes to the information that you have provided to us during your onboarding process by no later than 10 days from the date that you became aware of the relevant change.

(d) **Delay in providing Onboarding Information**: In the event that the requested Onboarding Information is not received by us by the Onboarding Information Deadline, we reserve the right to charge you an administration fee of up to 1.5% of the amounts of Eligible Assets held in your Blockchain.com Trading Account where you hold a Blockchain.com Trading Account as part of receiving the relevant Service.

(e) **Failure to provide Onboarding Information**: If you fail to provide us with the correct Onboarding Information, or keep your information updated, some Services may not be available to you and you might not be able to access your funds.

2.5 We will use the Services to communicate with you, for example via our website or mobile applications. From time to time, we may also communicate with you using the email address or telephone number you provide us. By providing your email address and telephone number, you consent to us contacting you using those forms of communication.

2.6 **Fees**

Blockchain.com may charge a fee for the provision of certain Services or certain features of a particular Service (the “Service Features”). You agree to pay any fees associated with your use of any Service or Service Features. Blockchain.com does not charge fees for deposits but may charge fees for withdrawing your assets. A schedule of our current withdrawal fees can be found on our website and may be updated from time to time.

The manner in which Blockchain.com will debit fees will be determined by the Blockchain.com Services provided. Generally, Blockchain.com will debit fees associated with a particular transaction from the total amount of that transaction. Blockchain.com may charge other fees, or process fees in an alternative manner (for example your use of Blockchain.com Pay may require payment of fees by debit or credit card (see Section 4.2 below for further details), but only with prior written notice to you. We shall post our fees on our website and app and such fees may change from time to time. 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.

2.7 Account closure and offboarding:

(a) We may enable or disable any or all of the Services, your access to such Services and/ or close your Blockchain.com Account. We will endeavour to return your Digital Assets to you, unless our ability to do so is restricted by any law or regulation or it is not possible for us to do so. In the event that we need to send fiat or digital assets to an address other than your Blockchain.com Account or De-Fi Wallet, we reserve the right to charge you a one-off administrative fee of $USD 25 or local currency equivalent.

(b) You may close your Blockchain.com Wallet at any time and for any reason and without prior notice.

(c) Depending on the Services available to you, we may require you to take certain additional actions in order to complete a pending transaction or provide additional information prior to closing your Blockchain.com Account. You are solely responsible for any fees already incurred or associated with your Blockchain.com Account, including but not limited to, any fees from the closing of your Blockchain.com Account, whether incurred directly by you from Blockchain.com, or incurred by Blockchain.com 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.

3 THE DE-FI WALLET AND DEX AGGREGATOR

3.1 For the purposes of this Section 3:

(a) “DeFi Wallet Interface” means (i) the application-hosted user interface labeled as “Wallet”, or any similar designation within the mobile application, (ii) any browser extension, and (iii) any web-based wallet interface, and the services accessible through such interfaces, subject to this Agreement.

(b) “Software” means the non-custodial software code, including mobile applications, and web-based interfaces, developed and made available by Blockchain.com, which allows users to independently store private keys and interact directly with blockchain networks or Third-Party Services, without Blockchain.com taking custody of assets, executing transactions, or acting as an intermediary.

(c) "Perpetuals Software" means the non-custodial software code made available by Blockchain.com Labs Limited through which users may interact directly with Third-Party Services offering perpetual futures contracts or other derivative products. The “Software” and “Perpetuals Software” are collectively referred to as “Softwares Tools”

(d) **“**Third-Party Service**”** means any service, asset, product, protocol, or feature accessible through the DeFi Wallet Interface that is not provided, issued, operated, or maintained by Blockchain.com, including without limitation Digital Assets, assets, decentralized applications (including decentralized exchanges, lending or borrowing protocols, staking or yield-generating protocols), third-party wallets, data or information services, and any service expressly identified as a Third-Party Service under this Agreement.

(e) “Third-Party Service Provider” means any person or entity (other than the Blockchain.com) that provides, issues, operates, controls, or maintains a Third-Party Service, including protocol developers, decentralized autonomous organizations, liquidity providers, and other third parties.

3.2 **De-Fi Access**

(a) The Software to create your De-Fi Wallet is provided to you exclusively by Blockchain.com (BVI) III Limited. Access to the Perpetuals Software and the Predictions Market Protocol is provided to you exclusively by Blockchain.com Labs Limited.

(b) Blockchain.com (BVI) III Limited and Blockchain.com Labs Limited are not registered with, nor regulated by, the U.S. Securities and Exchange Commission or the U.S. Commodity Futures Trading Commission with respect to the creation, offering, or operation of the Software or the DeFi Wallet Interface.

(c) The Software Tools are provided to you solely as a technological interface. Blockchain.com (BVI) III Limited and Blockchain.com Labs Limited do not operate as a financial institution, exchange, introducing broker, adviser, fiduciary, broker, dealer, trading venue or investment service provider.

(d) Blockchain.com (BVI) III Limited and Blockchain.com Labs Limited do not offer, sell, issue, intermediate, arrange, execute, clear, or settle any transactions in Digital Assets, assets, or derivatives, and do not provide investment advice, portfolio management, execution services, or any other regulated financial services.

(e) The roles of Blockchain.com (BVI) III Limited and Blockchain.com Labs Limited are strictly limited to providing access to the Software Tools as a means of communication and user interface enabling you to interact directly with blockchain networks or Third-Party Services.

(f) All transactions are constructed, initiated, and authorized solely by you. The Software Tools do not independently generate, route, or execute transactions and do not exercise any discretion over transaction parameters, counterparties, or outcomes. Blockchain.com does not influence, recommend, or determine any transaction, protocol, or trading strategy and does not provide any form of investment, trading, or execution guidance. The De-Fi Wallet enables you to:

(i) access certain Digital Assets and any other assets supported by the De-Fi Wallet;

(ii) access a digital asset interface that allows you to independently interact with third party decentralized exchanges ("DEXs"), and third party decentralized applications, which may include third-party protocols providing access to perpetual futures contracts or other tradeable instruments;

(iii) view addresses and information that are part of digital asset networks and broadcast transactions; and

(iv) sign on-chain transactions initiated via the De-Fi Wallet and broadcast them to the relevant network.*

* (each a "De-Fi Service" and together the "De-Fi Services")

3.3 **Non-Custodial Nature of the Software**

The Software Tools are non-custodial applications. Blockchain.com never takes possession, custody, or control of your Digital Assets, assets, private keys, seed phrases, or wallets.

All transactions are initiated, authorized, and cryptographically signed by you using your own private keys. You acknowledge that Blockchain.com has no technical ability to access your assets, reverse transactions, recover wallets, or restore access to funds. Your assets are held on public blockchain networks, and control remains exclusively with you at all times.

3.4 **Creating a De-Fi Wallet with Blockchain.com Software**

(a) The De-Fi Wallet is only capable of supporting certain assets, as designated by us and subject to change at any time. We will endeavor to give you notice of any such changes. You will be unable to access any assets which we do not support using your De-Fi Wallet.

(b) When you create the De-Fi Wallet, the Software generates a cryptographic private and public key pair that you may use to send and receive any supported Digital Assets or assets via the relevant network.

(c) It is your responsibility to keep a backup of all De-Fi Wallet credentials, including your passphrases, identifiers, backup phases, private keys and network addresses and you keep this backup outside the Services. If you do not maintain a backup of your De-Fi Wallet data outside the Services, you will not be able to access assets previously accessed using your De-Fi Wallet. You may lose access to your assets via the Blockchain.com Interface.

3.5 **Using your De-Fi Wallet**

(b) In order to be completed, any transaction executed using the De-Fi Wallet Interface must be confirmed and recorded in the ledger associated with the relevant network (the “Relevant Asset Network”). Such Relevant Asset Networks are decentralized networks supported by independent third parties, which are not owned, controlled or operated by Blockchain.com. Blockchain.com has no control over the third parties supporting any Relevant Asset Networks and accepts no liability whatsoever for the actions of such third parties.

(c) Blockchain.com has no control over:

(i) the data that you provide to form any transaction using your De-Fi Wallet;

(ii) how transactions are processed in any Relevant Asset Network;

(iii) the execution, matching, settlement, pricing, margining, liquidation, or outcome of any transaction conducted through a Third-Party Service; or

(iv) the operation, availability, security, performance, or continued functioning of any Third-Party Service, smart contract, decentralized exchange, derivative protocol, oracle, or underlying blockchain network.

(d) For the avoidance of doubt, Blockchain.com does not transmit, route, or execute orders on your behalf but merely provides software that enables you to broadcast user-signed transactions directly to blockchain networks.

(e) Accordingly, Blockchain.com cannot and does not ensure that any transaction details you submit via our Services will be confirmed on the Relevant Assets Network. The transaction details you submit via our Services may not be completed, or may be substantially delayed, by the Relevant Assets Network used to process the transaction. We do not guarantee that the Third-Party

Service can transfer title or right in any Digital Assets, assets or make any warranties whatsoever with regard to title.

(f) Blockchain.com shall not be liable to you for any malformed transaction payloads created using our software, the De-Fi Wallet Interface or the services our De-Fi Wallet interacts with.

(g) Blockchain.com shall not be liable for any losses, damages, or liabilities arising from or relating to failed, delayed, reversed, partially executed, liquidated, or otherwise unsuccessful transactions, whether such outcomes result from network congestion, smart contract behavior, protocol rules, leverage mechanics, oracle failures, or actions taken by Third-Party Service Providers.

(h) Once transaction details have been submitted to a Relevant Asset Network or Third-Party Service, we cannot assist you in cancelling or otherwise modifying your transaction or transaction details. Blockchain.com has no control over any Relevant Asset Network and does not have the ability to facilitate any cancellation or modification requests.

3.6 **Acceptable Use of the De-Fi Services**

You agree not to use the De-Fi Services in any manner that:

(a) violates, misappropriates, or infringes the rights of any Blockchain.com entity, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;

(b) is illegal, defamatory, threatening, intimidating, or harassing;

(c) involves impersonating any person or entity or misrepresenting your identity or affiliation;

(d) breaches any duty toward or rights of any person or entity, including duties of confidentiality, rights of publicity, privacy, or trademark;

(e) involves the transmission of illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;

(f) circumvents, avoids, bypasses, removes, deactivates, impairs, descrambles, or otherwise interferes with any technological, security, sanctions compliance, geolocation, or risk-control measures implemented by us or any of our service providers or any other third party (including another user) to protect the De-Fi Wallet Interface or the De-Fi Services;

(g) misrepresents your location or circumvent geographic or compliance-related restrictions, including through the use of VPNs, proxy services, or other anonymization tools;

(h) interferes with, disrupts, or attempts to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing;

(i) violates any applicable law or regulation, including, without limitation, sanctions, anti-money laundering, and counter-terrorist financing laws or regulations;

(j) involves or facilitates transactions with any person, entity, or jurisdiction that is subject to economic or trade sanctions or embargoes imposed by the United States (including the U.S. Department of the Treasury’s Office of Foreign Assets Control), the United Nations, the European Union, or any other applicable governmental authority;

(k) involves the proceeds of unlawful activity, including but not limited to fraud, theft, ransomware, or other criminal conduct;

(l) is intended to obscure or disguise the origin, destination, or ownership of digital assets in violation of applicable law, including through the use of mixers, tumblers, or other anonymization or obfuscation services;

(m) is intended to evade or facilitate the evasion of any applicable laws, regulations, or compliance requirements; or

(n) encourages, assists, or enables any other person to do any of the foregoing.

3.7 **Forks**

The underlying protocols that form the Digital Assets or assets that are supported by your De-Fi Wallet may be subject to sudden changes in operating rules, known as a "Fork". Forks may materially affect the value, function, and/or the name of Digital Assets supported by your De-Fi Wallet. It is your sole responsibility to inform yourself about any Forks that impact the Digital Assets that you use your De-Fi Wallet to access and to determine how to respond to the upcoming Forks.

In the event of a Fork or other network disruption, there is a risk that:

(i) we may need to temporarily suspend operations in relation to that Fork without providing advance notice to you

(ii) we may decline to support either or both branches of a Fork and may do so without prior notice.

You acknowledge the risks presented by Forks and you accept that Blockchain.com has no responsibility to assist you to move or sell an unsupported branch of a forked protocol and you understand that the unsupported forked Digital Assets may not be made available to you. Blockchain.com 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.

3.8 **De-Fi Wallet Password Management**

(a) With respect to the De-Fi Wallet, Blockchain.com does not receive or store your De-Fi Wallet password, nor any keys, or your individual transaction history. Blockchain.com cannot assist you with De-Fi Wallet password retrieval. You are solely responsible for remembering, storing and keeping secret your De-Fi Wallet password. Any Digital Assets you have associated with such De-Fi 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 access your Digital Assets via your De-Fi Wallet and initiate transactions on your behalf.

(b) When you create a De-Fi Wallet, we strongly recommend that you: (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 De-Fi Wallet; (iii) protect access to your device and your De-Fi Wallet; (iv) promptly notify us if you discover or otherwise suspect any security breaches related to your De-Fi Wallet; and (v) use the backup functionality provided through the De-Fi Wallet and safeguard your backup files. You agree to take responsibility for all activities that occur with your De-Fi Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.

3.9 **Fees**

(a) Blockchain.com does not currently charge a fee for receiving, sending or controlling your Digital Assets via your De-Fi Wallet, except as described below in relation to use of the DEX Aggregator. However, we reserve the right to do so in the future. Network fees (including, without limitation “miner’s fees”) required to use a Relevant 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 are solely responsible for selecting and paying any such fee and Blockchain.com shall not advance or fund such a fee on your behalf. Blockchain.com shall not be responsible for any excess or insufficient fee calculation.

(b) You agree that you shall pay any fees charged to you in connection with the De-Fi Services provided via or in connection with the DEX Aggregator. We reserve the right to change those fees at our discretion. We will disclose the amount of fees we will charge you for the applicable De-Fi Service at the time that you access the De-Fi Service.

(c) You may incur charges from third parties in connection with the De-Fi Services.

3.10 **Use of the DEX Aggregator**

(a) Access to the software for the DEX Aggregator is provided to you by Blockchain.com (BVI) III Limited.

(b) The DEX Aggregator provides a technological means for you to access and interact directly with Third-Party Services, including decentralized exchange protocols and other decentralized applications. Blockchain.com does not operate, control, or manage any such Third-Party Services and is not a party to, counterparty to, agent for, or intermediary in any transaction executed through the DEX Aggregator.

(c) All transactions conducted via the DEX Aggregator are initiated by you and executed directly on applicable blockchain networks or third-party protocols based on your instructions. Blockchain.com does not execute, arrange, match, clear, settle, or otherwise facilitate transactions, nor does it provide pricing, liquidity, or order execution services.

(d) Blockchain.com (BVI) III Limited reserves the right to restrict access to the De-Fi Wallet Interface and the De-Fi Services in any jurisdiction at any time at its sole discretion.

(e) The DEX Aggregator is available only in connection with your De-Fi Wallet along the terms described earlier in this section.

3.11 **Assets**

Certain assets accessible through the Software Tools may reference, track, or be linked to the price or performance of equities or equity-like instruments.

Assets are not shares, securities, or ownership interests in any issuer. Holding or transacting in assets does not confer shareholder rights, voting rights, dividend rights, or any entitlement under securities laws.

Neither Blockchain.com (BVI) III Limited nor Blockchain.com Labs Limited issues, offers, sponsors, controls, or determines the pricing or availability of any such asset.

3.12 **Prediction Market Protocols**

(a) Access to Prediction Market Protocols

The De-Fi Wallet Interface may, from time to time and subject to applicable restrictions, provide a technological interface through which you may independently access Prediction Market Protocols operated by Third-Party Service Providers.

For the purposes of this Agreement, a "Prediction Market Protocol" means a Third-Party Service that enables users to create, access or participate in markets whose outcome depends upon the occurrence or non-occurrence of future events.

(b) Technology-Only Interface

Blockchain.com Labs Limited merely provides software that enables your De-Fi Wallet to communicate directly with Prediction Market Protocols.

Blockchain.com Labs Limited does not own, operate, administer, develop, maintain, sponsor, promote or control any Prediction Market Protocol and is not your broker, exchange, trading venue, intermediary, execution venue, agent, counterparty, clearing house or settlement provider in connection with any Prediction Market Protocol.

(c) Transactions

All transactions involving Prediction Market Protocols are initiated, authorised and cryptographically signed by you using your De-Fi Wallet and are transmitted directly to the relevant blockchain network or smart contracts.

Blockchain.com Labs Limited does not execute orders, determine prices, provide liquidity, route transactions, determine market outcomes, appoint or control oracles, calculate settlements, distribute payouts or otherwise participate in the operation of any Prediction Market Protocol.

(d) Information and Third-Party Content

The availability of any Prediction Market Protocol through the De-Fi Wallet Interface does not constitute a recommendation, endorsement, approval, due diligence assessment or representation by Blockchain.com Labs Limited regarding:

(i) the Prediction Market Protocol;

(ii) any market or event;

(iii) any market outcome;

(iv) any oracle or governance mechanism;

(v) the legality or regulatory status of the protocol; or

(vi) the suitability of any transaction.

Any information displayed through the De-Fi Wallet Interface is provided solely for convenience, may originate from Third-Party Service Providers and could be inaccurate, incomplete or delayed.

(e) Jurisdictional Availability and Compliance

Prediction Market Protocols may be regulated differently in certain jurisdictions. Blockchain.com makes no representation or warranty that any Prediction Market Protocol is lawful, authorised or available in your jurisdiction.

You remain solely responsible for ensuring that your access to and use of any Prediction Market Protocol complies with all applicable laws and regulations.

(f) Risks

Prediction Market Protocols involve significant operational and technological risks. Without limitation, you may lose the entire amount of Digital Assets committed to a Prediction Market Protocol.

Prediction Market Protocols may experience software vulnerabilities, smart contract failures, oracle errors, governance failures, inaccurate market resolutions, cyberattacks, network disruptions, liquidity shortages, forks, protocol upgrades or permanent discontinuation.

(g) Responsibility for Prediction Market Protocols

Prediction Market Protocols are operated exclusively by Third-Party Service Providers. Any claim, dispute or complaint relating to a Prediction Market Protocol, including its operation, market outcomes, settlements, oracle determinations or other protocol functionality, must be directed solely to the relevant Third-Party Service Provider.

Blockchain.com Labs Limited has no obligation to monitor Prediction Market Protocols, investigate disputes, challenge market resolutions, reverse transactions, recover assets, correct oracle determinations or provide customer support relating to the operation of any Prediction Market Protocol.

3.13 **Third-Party Services and DEXs**

(a) The De-Fi Services may connect to Third-Party Services, DEXs, and/or third party decentralized applications. The De-Fi Services enable you to interact with Third-Party Services that may support asset trading functionality in a DEX environment through the DeFi Wallet Interface. When using any Third-Party Services, you understand that you are at no time transferring assets from your De-Fi Wallet to Blockchain.com.

(b) We make available software tools that allow you to independently access Third-Party Services as a convenience only. Blockchain.com does not have control over their pricing and quotes, and do not recommend, warrant or endorse, and are not responsible for the availability or legitimacy of, the content products, services, or assets on or accessible from those Third-Party Services. You are solely responsible for any fees or costs associated with accessing Third-Party Services.

(c) Through the DeFi Wallet Interface, you may be able to access Third-Party Services that support advanced transaction features, including protocols that apply leverage, funding mechanisms, or other automated parameters to transactions.

(d) Blockchain.com does not operate, control, or manage any such Third-Party Services, is not a counterparty to any transaction, and does not take custody of any assets used in connection with such features, including where assets may be temporarily locked, pledged, or referenced by a third-party protocol.

(e) Such features may involve significant risk, including volatility, leverage effects, liquidity constraints, automated protocol actions, and liquidation mechanics. You acknowledge that you bear full responsibility for conducting your own due diligence and for all decisions made when interacting with Third-Party Services offering such features.

(f) Blockchain.com does not monitor or control transactions conducted through blockchain networks or Third-Party Services. You are solely responsible for ensuring that your use complies with applicable law.

(g) Blockchain.com makes no representation or warranty that any Third-Party Service, protocol, or trading platform accessible through the De-Fi Wallet Interface is registered with, authorised by, or in good standing with any governmental or regulatory authority. Access to Third-Party Services is provided on an "as-is" basis solely as a technological interconnection. Blockchain.com does not endorse, recommend, or guarantee the legality, suitability, or regulatory status of any such service.

(h) Neither Blockchain.com (BVI) III Limited, Blockchain.com Labs Limited, nor their respective affiliates shall bear any liability whatsoever for any loss or damage arising from or relating to any Third-Party Services.

3.14 **No Brokerage or Administrative Services**

The Software Tools do not provide brokerage, execution, settlement, clearing, suitability assessment, investment advice, portfolio management, reconciliation, compliance, or administrative services. Blockchain.com does not verify counterparties, assess legality or appropriateness of transactions, or provide audit trails. Any market data or other information displayed is provided for informational purposes only, may be incomplete, inaccurate, or delayed, is provided on an "as-is" basis, and does not constitute a recommendation or solicitation.

3.15 **Unregulated Status and Absence of Regulatory Protections**

(a) You acknowledge that neither Blockchain.com (BVI) III Limited nor Blockchain.com Labs Limited is licensed, authorised, registered, or supervised by the British Virgin Islands Financial Services Commission as a virtual asset service provider, investment business, bank, or financial institution in connection with the Software Tools or the DeFi Wallet Interface.

(b) You acknowledge that the Software Tools and the DeFi Wallet Interface are not regulated, authorised, or supervised by the Malta Financial Services Authority (MFSA) or by any European Union or European Economic Area competent authority or regulator (including any national competent authority responsible for supervision under the Markets in Crypto-Assets Regulation (MiCAR), MiFID II, or other EU financial services regimes).

(c) Because the Software Tools are non-custodial and technology-only, and because your interactions occur directly with blockchain networks and/or Third-Party Services, you acknowledge and agree that you do not benefit from statutory or regulatory protections that may apply to users of regulated financial services.

(d) You acknowledge and agree that any regulatory authorisations, registrations, or licences held by other Blockchain.com group entities do not apply to the Software Tools or your use of the DeFi Wallet Interface, and must not be understood as providing oversight, approval, or protection in connection with your use of the Software Tools or Third-Party Services.

(e) You remain solely responsible for determining whether your access to, and use of, the Software, the Perpetuals Software, Digital Assets, assets, and any derivative or perpetual functionality provided by Third-Party Services is lawful in your jurisdiction and suitable for you.

3.16 **Termination**

We may terminate your access to and use of the De-Fi Services, at our sole discretion, at any time and without notice to you. You may cancel your use of the De-Fi Services at any time by following the account closure instructions in the Blockchain.com Interface. Upon any termination, discontinuation or cancellation of the De-Fi Services, all rights and/or licenses granted to you under this Section 3 shall immediately cease and terminate and you shall forthwith cease the use and/or access of the De-Fi Services in any way whatsoever.

3.17 **Indemnity**

You agree that you will indemnify and hold harmless Blockchain.com (BVI) III Limited, Blockchain.com Labs Limited and their respective affiliates, officers, directors, employees and agents from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the De-Fi Services, (ii) Third Party Services, or (ii) your violation of the terms in this Section 3.

3.18 **Additional Disclosures Regarding the De-Fi Wallet Interface**

In connection with your use of the De-Fi Wallet Interface, you acknowledge and agree to the following disclosures:

(a) Fees and Fee Structure

Transactions initiated through the De-Fi Wallet Interface may result in fees that are determined by blockchain networks, Third-Party Services, or protocol-level mechanisms. In some cases, such mechanisms may allocate a portion of fees to third parties, including Blockchain.com or its affiliates.

Blockchain.com does not control fees imposed by blockchain networks or Third-Party Services.

(b) Conflicts of Interest

Blockchain.com or its affiliates may receive fees, revenue sharing, or other economic benefits in connection with user activity on Third-Party Services accessible through the De-Fi Wallet Interface. Such fee arrangements may create economic incentives for Blockchain.com, including incentives to make certain Third-Party Services, features, or functionality available through the interface.

(c) Transaction Parameters

The De-Fi Wallet Interface may display or pre-populate certain transaction parameters, including estimated fees, slippage tolerances, or other inputs.

These parameters are generated based on software logic or data from Third-Party Services and are provided for convenience only. You are solely responsible for reviewing and approving all transaction parameters prior to submitting any transaction.

(d) Interface Limitations

The De-Fi Wallet Interface may support only certain Digital Assets, protocols, or Third-Party Services and may limit or restrict access based on jurisdiction, technical constraints, or risk considerations.

Blockchain.com does not guarantee access to any specific asset, protocol, or Third-Party Service.

(e) Public Blockchain Risks

Transactions conducted via blockchain networks may be visible on public ledgers and subject to third-party analysis, reordering, or other blockchain-specific risks, including maximal extractable value (MEV). Blockchain.com does not control or prevent such activity.

4 THE BLOCKCHAIN.COM ACCOUNT, INCLUDING THE BLOCKCHAIN.COM TRADING ACCOUNT AND BLOCKCHAIN.COM PAY ACCOUNT

The following terms apply to your use of a Blockchain.com Account. A Blockchain.com Account can be either a Blockchain.com Trading Account (which is associated with your receipt of wallet services provided by Blockchain.com) or a Blockchain.com Pay Account (a non-custodial account that enables you to trade, purchase or sell Digital Assets). By using a Blockchain.com Account, you agree to all of the terms of this Agreement as well as the specific terms of this Section 4. The Blockchain.com Account is provided to you exclusively by the Blockchain.com entity outlined above.

4.1 **Blockchain.com Trading Account Terms.** All Digital Assets held in your Blockchain.com Trading Account will be held by Blockchain.com for your benefit, on a custodial basis. Among other things, this means that:

(a) Except as expressly provided 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 Blockchain.com Group. As the owner of Digital Assets in your Blockchain.com Trading Account, you bear all risk of loss of such Digital Assets. Blockchain.com shall not have any liability for fluctuations in the fiat currency value of Digital Assets held on your behalf in your Blockchain.com Trading Account.

(b) None of the Digital Assets in your Blockchain.com Trading Account are the property of, or shall or may be loaned to, Blockchain.com; Blockchain.com does not represent or treat assets in a user’s Blockchain.com Trading Account as belonging to Blockchain.com. Blockchain.com may not grant a security interest in the Digital Assets held on your behalf in your Blockchain.com Trading Account. Except as required by a facially valid court order, or except as provided in this Agreement, Blockchain.com will not sell, transfer, loan, hypothecate, pledge or otherwise alienate Digital Assets on your behalf in your Blockchain.com 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 Blockchain.com Trading Account. At any time, subject to outages, downtime, restrictions imposed by law or regulation or government order 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 De-Fi Wallet, you may be prompted to set up a backup phrase in order to do so.

(d) In order to more securely custody assets, Blockchain.com may use shared blockchain addresses, controlled by a member of the Blockchain.com Group, to hold Digital Assets held on behalf of customers and/or held on behalf of Blockchain.com. This is known as an “omnibus account”. Your Digital Assets are segregated from other customers' Digital Assets and the Blockchain.com Group’s own Digital Assets in that omnibus account by way of separate ledger accounting entries for customer and Blockchain.com Group accounts. Blockchain.com 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 Blockchain.com accounts, no member of the Blockchain.com 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 Blockchain.com Group.

(e) We may store any Digital Assets you deposit with us in a “hot wallet”, “cold wallet” or other storage method in our sole discretion and we may change how we store such Digital Assets at any time and without prior notice.

4.2 **Blockchain.com Pay Account Terms.** Where you are receiving Blockchain.com Pay Services, you will need to register for a Blockchain.com Pay Account. Your use of the Blockchain.com Pay Account and Blockchain.com Pay Services is subject to the following:

(a) Blockchain.com will send / deliver Digital Assets to the wallet address indicated by you at the time a purchase or sale is made.

(b) Through the Blockchain.com Pay Services, you will be able to purchase and sell Digital Assets from and to us, through our website and through our Participant Sites, subject to the applicable fees displayed at the time of the purchase or sale. The exact prices will be confirmed at the time you place an Order with us. The Order is conditional upon actual receipt by us of the funds for the fees.

(c) When using the Blockchain.com Pay Services, you will be asked to provide us with the address for your wallet and it is your responsibility to provide us with a true, accurate and complete wallet address. Blockchain.com accepts no liability for you providing an incorrect or inaccurate wallet address and by providing a wallet address to us, you confirm that this is the wallet address that should be used for the relevant Order.

4.3 When you place purchase orders in the Blockchain.com 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.

4.4 You may not cancel, reverse or change any transaction in the Blockchain.com 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.

4.5 We may implement transaction limits in the Blockchain.com 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 Blockchain.com Account at our sole discretion.

4.6 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 Blockchain.com Account having a negative balance, we may liquidate any assets held in any account you hold with us (including the Blockchain.com 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. BLOCKCHAIN.COM EARN PRODUCTS

The following terms apply to your use of Passive Rewards (including Flexible Rewards and Fixed Term Rewards), Staking Services and Active Rewards (“Blockchain.com Earn Products”). By using Blockchain.com Earn Products, you agree to all of the terms of this Agreement as well as the specific terms of this Section 5. Blockchain.com Earn Products are provided to you exclusively by the Blockchain.com entity outlined above.

In order to open a Blockchain.com Earn Product, you must be in full compliance with this Agreement. Additionally, you must have opened a Blockchain.com Account and complied with our “Gold” standard KYC/AML requirements. In the event that we determine at our absolute discretion that you are in breach of this Agreement, no longer meet the Blockchain.com Earn Product criteria as set forth by us, or we otherwise deem at our sole discretion to no longer offer you the Blockchain.com Earn Product, we may suspend the provision to you of your Blockchain.com Earn Product and/or close your Blockchain.com Account without prior notice.

5.1 PASSIVE REWARDS – FLEXIBLE AND FIXED TERM REWARDS

5.1.1 Passive Rewards may be offered on a flexible basis (“Flexible Rewards”) or, where available, for a specified fixed term (“Fixed Term Rewards”). The availability of Flexible Rewards and Fixed Term Rewards, Eligible Reward Assets, applicable reward rates, fixed terms and other product conditions may vary by asset, user and jurisdiction and will be displayed through the Services.

5.1.2 **Flexible Rewards**. Eligible Reward Assets that are transferred from your Blockchain.com 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 $1 in value of the Eligible Reward

Asset (the “Initial Transfer”), or such other amount as may be published via the Services, which is subject to change at any time without prior notice.

(b) Minimum Balance. To preserve the integrity of the Initial Transfer, we recommend that you maintain a minimum balance equivalent to $1 in Eligible Reward Assets (the “Minimum Balance”) which is subject to change at any time without prior notice. 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, Blockchain.com reserves the right at its sole discretion to make the Minimum Balance mandatory. In such 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 applicable to Flexible Rewards are variable and may be changed by Blockchain.com from time to time. The applicable reward rate will be displayed through the Services. To the extent practicable, changes will be communicated through 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 will be paid the following month in accordance with this Agreement less any applicable fees or offsets.

(f) Cut-off Time for Transfers into Wallet Reward Account. The cut-off time for a transfer of Eligible Reward Assets from your Blockchain.com 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 Blockchain.com Account to your Wallet Reward Account which occurs after 5.00pm UTC, rewards shall accrue from the following day.

(g) Withdrawals. Subject to Applicable Law, technical limitations of the Services and any restrictions, notice periods, holding periods, warm-up periods or other requirements disclosed through the Services from time to time, You may withdraw Eligible Reward Assets held in Your Wallet Reward Account. Blockchain.com reserves the right, at its sole discretion, to introduce, modify, suspend or remove any such restrictions, notice periods, holding periods, warm-up periods or other requirements where required by Applicable Law, regulatory requirements, risk management considerations, operational necessity or product design considerations. Any withdrawal of Eligible Reward Assets may result in the cessation of future reward accruals in respect of the withdrawn assets from the time such assets are withdrawn. This paragraph applies to Eligible Reward Assets held in Flexible Rewards only.

(h) Withdrawal Processing Times. Subject to Applicable Law, technical limitations of the Services and any restrictions, notice periods, holding periods, warm-up periods or other requirements disclosed through the Services from time to time, You may submit a withdrawal request in respect of Eligible Reward

Assets held in your Wallet Reward Account (a “Wallet Reward Account Withdrawal”). Once you submit a Wallet Reward Account Withdrawal, your Eligible Reward Assets will be returned in accordance with this Agreement and any applicable requirements then in effect. While withdrawals are generally processed promptly, withdrawals of larger amounts may require additional review and processing and may therefore take up to 7 days, or such longer period as may be necessary to comply with Applicable Law, regulatory obligations, risk management procedures, operational requirements or any applicable requirements then in effect.

(i) Impact of Withdrawals and Warm-Up Periods 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). In addition, Blockchain.com may apply asset-specific warm-up periods from time to time, during which newly transferred Eligible Reward Assets will not accrue rewards until the applicable warm-up period has elapsed. The duration and applicability of any warm-up period may vary by Eligible Reward Asset and will be disclosed through the Services. Should the withdrawal of Eligible Reward Assets be subject to any compliance review or other restriction 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 and which is not subject to a warm-up period. 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. For more information regarding network fees, please refer to: https://support.blockchain.com. We may also charge to cover the cost of providing the withdrawal service to you. Such fees may vary from time to time and will be displayed on our website.

(k) Withdrawal Destination. Following a Wallet Reward Account Withdrawal, any Eligible Reward Assets together with accrued rewards shall be returned to your Blockchain.com 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 to the extent permissible and practicable, we will provide you with written notice.

(J) Automatic Allocation. Where available, you may elect through the Services to automatically allocate eligible Digital Assets held in your Blockchain.com Account to Flexible Rewards ("Automatic Allocation"). If enabled, eligible Digital Assets may be automatically allocated to Flexible Rewards and, where necessary to facilitate a transaction or your use of the Services, transferred back to your Blockchain.com Account. You may enable or disable Automatic Allocation at any time through the Services, subject to any processing times or other conditions disclosed through the Services.

5.1.3 **Fixed Term Rewards**

(a) Fixed Terms. Where available, you may allocate Eligible Reward Assets to Fixed Term Rewards for a fixed period selected from the terms made available through the Services (a "Fixed Term"). Available Fixed Terms may vary by Eligible Reward Asset and may include, without limitation, 1, 3, 6, 9 or 12 months.

(b) Reward Rate. The reward rate applicable to Fixed Term Rewards will comprise (i) the Flexible Rewards rate applicable to the relevant Eligible Reward Asset on each day rewards are calculated, which may vary from time to time, plus (ii) the fixed additional reward rate applicable to the relevant Eligible Reward Asset and Fixed Term (the "Boost Rate"). The applicable Boost Rate will be displayed to you before you enter into the Fixed Term and will remain fixed for the duration of that Fixed Term. From time to time, Blockchain.com may also make available an additional promotional reward rate (a "Superboost Rate") to certain Eligible Reward Assets, Fixed Terms, users or other eligible circumstances. Any Superboost Rate will be provisional and subject to the eligibility criteria, duration, limits and other conditions communicated to you through the applicable Blockchain.com interfaces before it applies. The availability and terms of any Superboost Rate may vary and are not guaranteed for any future Fixed Term or renewal.

(c) Lock-up. Eligible Reward Assets allocated to Fixed Term Rewards cannot be withdrawn, transferred, sold or otherwise made available to you before expiry of the applicable Fixed Term, except where Blockchain.com determines otherwise in accordance with Applicable Law or as expressly made available through the Services.

(d) Accrual and Payment. Fixed Term Rewards accrue daily and, unless otherwise disclosed through the Services, will be credited at the end of the applicable Fixed Term. The applicable rate, Fixed Term, maturity date and estimated rewards will be displayed to you before confirmation.

(e) Maturity. Unless you have selected automatic renewal, upon expiry of a Fixed Term the relevant Eligible Reward Assets and accrued Fixed Term Rewards will be allocated to Flexible Rewards and will thereafter be subject to the applicable Flexible Rewards rate and terms.

(f) Automatic Renewal. Where available, you may elect to have a Fixed Term automatically renew at maturity. If automatic renewal is enabled, the Eligible Reward Assets and accrued rewards will be allocated to a new Fixed Term of the same duration at the Flexible Rewards rate and Boost Rate then available for that Fixed Term. Those rates may differ from the rates applicable to the preceding Fixed Term.

(g) Auto-Renewal Election. You may enable or disable automatic renewal through the Services before the applicable maturity date, subject to any operational cut-off disclosed through the Services.

(h) Availability. Blockchain.com may introduce, withdraw or modify the Fixed Terms and Boost Rates available for future Fixed Terms at any time. Any such change will not alter the Boost Rate applicable to an existing Fixed Term before its maturity.

5.1.4 **Consent to rehypothecate Eligible Reward Assets**

(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 and for such period as the Eligible Reward Assets remain in Flexible Rewards or Fixed Term Rewards, you transfer to Blockchain.com all rights, title and interest in and to such Eligible Reward Assets with all attendant rights of ownership, and accordingly Blockchain.com may, subject to any law or regulation applicable to it 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 Blockchain.com'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 Blockchain.com's own risk.

(b) You acknowledge that, with respect to transferred Eligible Reward Assets used by Blockchain.com pursuant to this Section: (i) you may not be able to exercise certain rights of ownership of such assets; (ii) Blockchain.com may receive compensation in connection with using the Eligible Reward Assets in its business to which you have no claim or entitlement; (iii) you are not entitled to any profits, income or losses that Blockchain.com may generate from any use of the Eligible Reward Assets, (iv) any reward rates are not conditional on or tied to Blockchain.com's income or profits, whether generated directly or indirectly as a result of the use by Blockchain.com of an Eligible Reward Asset or otherwise, and (v) Blockchain.com may experience losses in certain situations for which you are not responsible. Your Wallet Reward Account represents an obligation of Blockchain.com to transfer to you upon your request (subject to any restriction on such requests set out in this Agreement or under any law or regulation) an equivalent amount of the Eligible Reward Assets in your Wallet Reward Account. However, in the unlikely event that Blockchain.com's total liabilities exceed its available financial resources, any claim you have against Blockchain.com for the return of assets equivalent to your Eligible Reward Assets will rank *pari passu* with Blockchain.com'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. Blockchain.com 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) For the avoidance of doubt, except with respect to Eligible Reward Assets pursuant to this section, Blockchain.com does not and shall not obtain any ownership interest whatsoever in your Digital Assets; provided, however, that Blockchain.com may set off any matured obligation due from you against any matured obligation owed by Blockchain.com regardless of the nature of the payment obligation or how it arose. If the obligations are denominated in different Digital Assets or currencies, Blockchain.com may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

5.1.3 If you are resident in Canada, Italy, Japan, Kosovo, Pakistan, Palestine, Russia, Swaziland, Taiwan, and the United States, you are not currently eligible for a Wallet Rewards Account.

5.2 STAKING SERVICES.

5.2.1 Provision of Staking Services.

Subject to the terms and conditions hereof, you may request Blockchain.com to stake eligible Digital Assets in your Blockchain.com Trading Account, and we or one of our affiliates may, in our/its sole and absolute discretion, facilitate the staking of such assets to third-party service providers or protocols in accordance with the terms of this Section 5.2 and any other applicable provisions of this Agreement (the “Staking Services”). By utilizing these Staking Services, you consent to staking, in our sole and absolute discretion, eligible Digital Assets held in your Blockchain.com Trading Account, in whole or in part (such eligible assets, the “Eligible Staked Digital Assets”; the assets actually staked, the “Staked Digital Assets”). You are not required to use the Staking Services and participation is fully optional. If you want to utilize the Staking Services, you must do so through your Blockchain.com Trading Account.

“Staking” means holding certain Digital Assets 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 list of Eligible Staked Digital Assets at any time without prior notice.

The Staking Services will only be offered to eligible users, in Blockchain.com’s sole and absolute discretion, and may be changed, paused, or discontinued at any time without prior notice. Staking Services are provided to you by the Blockchain.com entity identified in the Agreement or any other Blockchain.com Group entity to which such services may, at the Blockchain.com Group’s sole and absolute discretion, be transferred. We may perform any Staking Services directly or through third-party service providers, custodians, and validator operators, and we may use hot or cold storage, as determined solely by us in accordance with our security policies.

You agree and understand that by accessing or using Staking Services following any change to these terms and conditions, your access or use of Staking Services shall constitute your agreement to the amended terms, and you agree to be legally bound by its terms and conditions as amended. You should, therefore, read this Agreement from time to time.

5.2.2 Mechanics of Staking Services.

Once staked, your Staked Digital Assets will be segregated from your Blockchain.com Trading Account and moved to a Blockchain.com Staking Wallet, from which they will be staked to the applicable network. Depending on the network, you may or may not retain ownership during the staking period. Staked Digital Assets may be locked and unavailable for sale, transfer, or withdrawal during any applicable bonding and unbonding periods, and until related blockchain operations following any staking or unstaking request are completed (see Section 5.2.3 below). Except as expressly set forth in this Agreement, title to the Staked Digital Assets shall not transfer to Blockchain.com or any Blockchain.com Group company. As the owner of the Staked Digital Assets in your Blockchain.com Staking Wallet, you bear all risk of loss of such Staked Digital Assets, including but not limited to, private key loss, slashing, theft, and hacking. We are not liable for fluctuations in the fiat currency value of Staked Digital Assets held on your behalf in your Blockchain.com Staking Wallet or otherwise.

Staked Digital Assets in your Blockchain.com Staking Wallet are not our property, are not loaned to us, and we will not grant a security interest in them. Except as required by Applicable Law or this Agreement, we will not sell, transfer, loan, hypothecate, pledge, or otherwise alienate Staked Digital Assets on your behalf in your Blockchain.com Staking Wallet unless instructed by you or compelled by Applicable Law or a court of competent jurisdiction to do so. You control the Digital Assets held on your behalf in your Blockchain.com Staking Wallet. Subject to any applicable lock-up period (see Section 5.2.4 below), outages, downtime, legal or regulatory requirements, and our applicable policies, you may withdraw such Digital Assets from your Blockchain.com Staking Wallet only by sending them to your Blockchain.com Trading Account. The minimum amount required for utilizing the Staking Services for any Digital Asset is determined by us at our sole and absolute discretion and may change at any time without prior notice.

Staking, unstaking, and reward accrual are subject to protocol-specific processing, bonding, and unbonding periods. We will submit staking and unstaking operations on your behalf on a commercially reasonable efforts basis. We may net customer staking and unstaking requests for a given Eligible Staked Digital Asset during processing periods and submit only the aggregate change to the relevant protocol or provider. Your unstaking request is irrevocable, and you will not receive rewards that have not yet been distributed as of the time of your unstaking request. Staking Services may not be uninterrupted or error-free. Disruptions outside our control may prevent performance of Staking Services and the earning of Staking Rewards (as defined below).

5.2.3 Earning Staking Rewards.

To earn Staking Rewards (as defined below), you must expressly opt in to the Staking Rewards Program by clicking the relevant tab on the Blockchain.com website or app (the “Staking Rewards Program”) and transferring the Digital Assets you intend to be eligible for staking to your Blockchain.com Staking Wallet. If you participate 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 Blockchain.com Earn section of our website from time-to-time subject to the terms hereof and any fees, offsets, or any legal or regulatory requirements or other considerations. We will determine the applicable percentage and timing of these remittances, and additional fees may apply pursuant to this Agreement, in each case, in our sole and absolute discretion. There is no guarantee that you will actually receive any Staking Rewards; any published percentage is an estimate only, may change at any time in our sole and absolute discretion without prior notice, and may be greater or less than the rewards we receive from the protocol. We may discontinue staking rewards at any time without prior notice. If the applicable network distributes any Staking Rewards in unstaked form, we will use commercially reasonable efforts to stake those Staking Rewards. We may correct reward calculation or distribution errors and debit, claw back, or net any overpayments against future Staking Rewards or other balances within a reasonable period after discovery. For the avoidance of doubt, the amount of your Staked Digital Assets and any Staking Rewards you may receive are treated on an individual basis.

5.2.4 Lock-up Period.

Staked Digital Assets are subject to protocol-specific bonding and unbonding periods during which they are restricted from transfer or sale. When your Digital Assets are staked, you are subject to the applicable bonding period and 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 the asset is bonded. “Unbonding” is the action of requesting to unlock tokens, and the “unbonding period” is the time the delegator waits before the staked asset is unlocked and available for transfer or sale. When you request to unstake, we will initiate blockchain operations to wind down participation in the relevant protocol to the extent of your request. These operations may take a commercially reasonable period of time to complete in addition to any protocol unbonding period. We may determine the overall bonding and unbonding period (the “Lock-up Period”) in our sole and absolute discretion, which may be longer than the applicable network-specific bonding or unbonding period.

For certain Digital Assets, such as ETH, once staked they may not be unstaked or transferred for an unknown period. The anticipated bonding or unbonding period of any network is subject to change and is outside our control. We are not responsible for losses due to any extension, whether permanent or temporary, of the Lock-up Period. Early termination of this Agreement will not accelerate the Lock-up Period.

5.2.5 Slashing Penalty.

A determination by the applicable token protocol that the Staking Services have been erroneously operated may result in a “slashing penalty” and non-payment of the applicable Staking Rewards by such token protocol. We will use commercially reasonable efforts to ensure that our third-party service providers perform in accordance with applicable protocol rules to prevent any slashing of your Staked Digital Assets. If a slashing penalty is incurred, we may, in our sole and absolute discretion, replace affected Staked Digital Assets, except where the penalty results from: (i) protocol-level failures or malfunctions (including maintenance, bugs, errors, upgrades, and outages); (ii) your acts or omissions; (iii) acts or omissions of any third-party service provider; (iv) acts by a hacker or other malicious actor; or (v) Force Majeure Events. Slashing may result in partial or total loss of Staked Digital Assets and/or associated rewards.

5.2.6 Governance and Voting; Network Events.

Certain protocols permit stakers to vote on matters related to the governance of protocol-level issues. We may or may not support governance or voting for Eligible Staked Digital Assets and may cease support at any time without notice. Where delegated voting is unavailable, we may vote on your behalf in a commercially reasonable manner, including in line with protocol recommendations.

In the event of a Fork, Airdrop, or other network event, we may take any action we deem appropriate to protect the security and safety of Digital Assets, including recalling, suspending, or terminating staking early, adjusting terms, or declining to support one or more branches or distributions.

5.2.7 Service Availability; No Guarantee.

Staking may not occur on a continuous, uninterrupted, or error-free basis. Delays, outages, or disruptions, including due to network congestion, protocol events, or third-party failures, may prevent or delay staking operations and the earning or distribution of staking rewards. Any statements about reward rates, distribution frequency or timing, or bonding and unbonding timelines are estimates or targets only and are not binding commitments.

We make no guarantees regarding the underlying networks of the Eligible Staked Digital Assets. If a network fails, you may lose all or part of your Staked Digital Assets and Staking Rewards. We are not responsible for Staked Digital Assets lost due to a network failure, failure of the network to upgrade, or otherwise. In entering into this Agreement, you are not relying on any representation, warranty, or other statement by Blockchain.com except as expressly set forth in this Agreement.

5.2.8 User Acknowledgements; User Representations and Warranties.

By participating in the Staking Services, you acknowledge and agree that:

(a) We make no representation to you that you shall receive any stated percentage of any Staking Rewards;

(b) Staking may not occur on a continuous, uninterrupted, or error-free basis;

(c) We may be unable to correct all defects or prevent third-party disruptions or unauthorized access, and during such disruptions Staked Digital Assets may not generate Staking Rewards;

(d) Regulatory authorities may not have reviewed or passed on the merits, legality, or fungibility of Digital Assets or the use, holding, or staking of Digital Assets;

(e) The staking of Digital Assets or the use of the Staking Services may become subject to regulatory controls that limit, restrict, prohibit, or otherwise impose conditions on such activities;

(f) We do not represent that any particular Digital Asset will be, or will continue to be, staked. We may begin or cease staking any Digital Asset at any time, in our sole and absolute discretion, without prior notice;

(g) In providing the Staking Services, we act on your instructions to pass your staking or unstaking requests to third-party service providers. We do not control the actions of these staking providers, and they may fail to perform as expected, which could result in slashing or a loss of your Staked Assets and rewards. We do not guarantee the performance of any third-party staking providers and are not responsible for any losses that may result from their actions or failures. You are responsible for conducting your own due diligence before choosing to use the Staking Services.

By participating in the Staking Services, you represent and warrant that:

(a) You have the right to transfer Staked Digital Assets in accordance with this Agreement, free and clear of liens and encumbrances, and that such Digital Assets were acquired in compliance with Applicable Law;

(b) You are a knowledgeable, experienced, and sophisticated party that fully understands the use, holding, and staking of Digital Assets and related protocols, as well as the benefits and risks thereof;

(c) You have not relied on us for any tax or accounting advice concerning this Agreement or the Staking Services provided hereunder, and you have made your own determination as to the tax and accounting treatment of any Staked Digital Assets or any Staking Rewards or funds received or to be received hereunder; and

(d) You are capable of bearing the economic risk of using, holding, and staking Digital Assets, including without limitation the risk of loss or forfeiture of any Staked Digital Assets.

5.2.9 Limitations of Liability; Indemnification.

Notwithstanding anything to the contrary in this Agreement, we will not be liable for: (i) slashing penalties; (ii) protocol operating changes, Forks, Airdrops, bugs, maintenance, upgrades, outages, or other protocol-level failures; (iii) bonding or unbonding delays, processing delays, or queue backlogs; (iv) acts or omissions of third-party service providers, custodians, or validator operators; (v) any failure to achieve estimated or historical reward rates, undistributed rewards, or auto-staking of rewards; or (vi) losses arising from governance or voting decisions, unsupported branches, or distributions, in each case to the maximum extent permitted by Applicable Law.

In addition to your indemnity obligations under Section 3.11, Section 15.5, and elsewhere in this Agreement, you agree to indemnify and hold harmless

Blockchain.com, its affiliates and subsidiaries, and each of their directors, managers, members, officers, employees, representatives, agents, and other customers from and against any claims, demands, actions, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to your or any other person's use of your credentials or Blockchain.com Trading Account in connection with: (a) use of the Staking Services; and (b) instructions (including any governance or voting instructions), except to the extent resulting from our gross negligence or willful misconduct as determined by final order of a court of competent jurisdiction.

5.2.10 Fees; Taxes; Eligibility; Suspension; Set-Off.

Applicable fees will be disclosed in the Services, may vary by Digital Asset, protocol, and jurisdiction, and may change at any time without notice. Staking Rewards are remitted net of fees. You are solely responsible for determining and meeting your tax and legal obligations related to the Staking Services and any related transactions. Your access to the Staking Services is subject to eligibility, onboarding, and compliance requirements that we may change at any time without notice. We may refuse, suspend, or terminate your access at any time, in our sole and absolute discretion, without notice, including based on eligibility or compliance considerations. We may set off, net, or apply a lien over Staking Rewards or other balances in your Blockchain.com Staking Wallet to satisfy fees, adjustments, or other matured obligations owed to us by you.

5.2.11 *If you are resident in Afghanistan, Algeria, Angola, Barbados, Burkina Faso, Cambodia, Cameroon, Cayman Islands, China, Gibraltar, Haiti, Iraq, Jamaica, Jordan, Libya, Morocco, Mozambique, Myanmar, Nicaragua, Nigeria, Occupied Palestinian Territory, Pakistan, Panama, Philippines, Senegal, Somalia, South Africa, Sudan, Tanzania, Trinidad and Tobago, Turkey, Uganda, United Arab Emirates, Vanuatu, or Vietnam, you are not currently eligible for Staking Services.*

5.3 ACTIVE REWARDS

With our Active Rewards program, you can earn rewards on certain types of Digital Assets in return for: (a) allowing us to lock-up the Digital Assets you make available for the Active Rewards product for a fixed period; and (b) agreeing to a price at which we may purchase the relevant Digital Assets from you at the end of that fixed period.

5.3.1 Entering the Active Rewards and the Corresponding Lock-up. You participate by transferring a fixed amount of eligible Digital Assets from your Blockchain.com Account into an Active Rewards Account. The eligible Digital Assets will be transferred to the Blockchain.com vault for a fixed period of time. During that period, the relevant Digital Assets will cease to be available to you in your Blockchain.com Trading Account. In exchange, you will receive from us a return which is fixed on a weekly basis. Such Digital Assets will be locked up for up to one (1) week, meaning that, during this time, you will not be able to trade or liquidate them. The lock-up periods start and end at the same time each week, on Mondays at 1700 UCT or such other time as we may set from time to time at our sole discretion and without prior notice. The end of each lock-up period is referred to as the “Expiration Time”.

5.3.2 Auto-Enrollment and Withdrawals. If you continue to keep your Digital Assets in the Active Rewards product, you will be auto-enrolled for the subsequent week at the Expiration Time each week until such time as you unsubscribe from the Active Rewards product. You will be unsubscribed immediately at the Expiration Time for the lock-up period during which you gave notice of your intention to unsubscribe from the product. As such, you should consider carefully whether the Active Rewards product is suitable for you and whether you will not need access to your Digital Assets during the periods that they are locked or otherwise illiquid.

5.3.3 Day 1 Lock-Up Value and Strike Price. The USD value of your Digital Assets at the start of the lock-up period shall be referred to in this Agreement as the “Day 1 Lock-Up Value”. Before the start of the lock-up period, we shall provide you with a certain USD price for your Digital Asset, referred to as the “Strike Price”. The Strike Price will be promptly updated following the Expiration Time each week.

5.3.4 Blockchain.com Purchase Right. At the end of the lock-up period, if the market price of the Digital Asset that you have used to subscribe for the Active Rewards product exceeds the Strike Price, we retain the right and will have the option to purchase the Digital Assets you have locked up with us at the Strike Price (the “Blockchain.com Purchase Right”). The market price of the relevant Digital Asset will be determined by us, in our sole discretion, using appropriate publicly available source data.

5.3.5 End of the Lock-up Period. If, at the time that the lock-up period ends:

(a) we exercise the Blockchain.com Purchase Right, you will receive Digital Assets in an amount equivalent to the Day 1 Lock-Up Value calculated by reference to the Strike Price. All amounts settled and paid to you will be in the form of the Digital Asset deposited. No fiat or stablecoin equivalent will be issued;

(b) we do not exercise the Blockchain.com Purchase Right, you will receive Digital Assets equivalent to the Digital Assets you have deposited with us; and

(c) the market price for the Digital Assets that you have locked up with us is at or drops below the Strike Price, you will receive from us the same amount of Digital Assets that you deposited with us (e.g., if you deposited 1 BTC, you will receive back 1 BTC).

In respect of (a) to (c) above you will receive all amounts denominated in the same type of Digital Assets as the Digital Assets deposited in your Active Rewards Accounts. Under no circumstances will an equivalent amount be allocated to you in fiat.

You can learn more about the Active Rewards program HERE.

6 SWAP

We may provide Swap for your use with the Blockchain.com Account. The following terms apply to your use of Swap. By using Swap, you agree to all of the terms of this Agreement as well as the specific terms of this Section 6. Swap is provided to you exclusively by the Blockchain.com entity outlined above.

6.1 Through Swap, the Blockchain.com Interface 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.

6.2 We may, at our sole discretion, require you to provide additional information pursuant to our Compliance Program before participating in Swap or receiving funds.

6.3 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 and without prior notice. For example, and without limitation, we may do so if we suspect any risk of fraud, crime, breach of this Agreement, or illicit activity.

6.4 We may implement Swap transaction limits in our sole discretion at any time and for any reason and without prior notice. 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 at our sole discretion at any time and for any reason and without prior notice.

7 LOCKBOX

The following terms apply to your use of Lockbox. By using Lockbox, you agree to all of the terms of this Agreement as well as the specific terms of this Section 7. Lockbox is provided to you exclusively by the Blockchain.com entity outlined above.

7.1 We may advertise to you a Blockchain.com Lockbox hardware device to be used in connection with the De-Fi Wallet or the Blockchain.com Account or other Services. A Lockbox is manufactured, offered, sold and supported (if applicable) by third parties, not Blockchain.com. You have no relationship, contractual or otherwise, with Blockchain.com 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, and assume no responsibility or liability whatsoever for any Lockbox as part of the Services. We shall not be responsible for any damages whatsoever 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.

7.2 Blockchain.com does not receive or store, and assumes no responsibility or liability whatsoever for, 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.

7.3 When you set up a Lockbox, you agree to: (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 further 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.

7.4 At no point will Blockchain.com 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.

7.5 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 to Blockchain.com. 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.

8 AIRDROP PROGRAM

The following terms apply to your use of the Airdrop Program. By using the Airdrop Program, you agree to all of the terms of this Agreement as well as the specific terms of this Section 8. The Airdrop Program is provided to you exclusively by the Blockchain.com entity outlined above.

8.1 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 any Blockchain.com entity, and we accept no liability and assume no responsibility for such Digital Assets. You are solely responsible for researching and understanding all of the aspects and implications of the Digital Assets network subject to the Airdrop. You may not rely on any of our statements concerning the Digital Assets.

8.2 Each Airdrop shall be subject to any terms displayed in the Services. The Airdrop may also be subject to additional terms set by the network creator or developer.

8.3 There is no purchase necessary to receive Digital Assets in an Airdrop. However, you must have a Blockchain.com Account. Blockchain.com may charge fees in connection with the Airdrop programme which may vary from time to time.

8.4 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 Blockchain.com 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. Blockchain.com reserves the right, at our sole discretion, to modify or suspend any Airdrop requirements at any time without prior notice, including the amount previously advertised as available.

8.5 Eligibility

8.5.1 You may not be eligible to receive Digital Assets from an Airdrop in your jurisdiction. Blockchain.com reserves the right to block Airdrops to certain jurisdictions at its discretion. In the event that you have multiple Blockchain.com Accounts with Blockchain.com, you are only eligible to receive Digital Assets from an Airdrop in one Blockchain.com Account.

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

8.5.3 In addition to any other eligibility criteria set forth in this Agreement or otherwise determined by Blockchain.com, to receive an Airdrop, participants must have a Blockchain.com Account containing a positive balance of the relevant Token (a “Verified Account”).

8.5.4 Blockchain.com reserves the right to disqualify any user that Blockchain.com deems ineligible for an Airdrop at its sole discretion and for any reason whatsoever without prior notice (including for breach of this Agreement or by engaging in conduct that Blockchain.com considers inappropriate or unacceptable).

8.5.5 Tokens will be credited to the Eligible User’s Verified Account on a date and time determined by Blockchain.com. Upon completion of an Airdrop, Blockchain.com will notify the Eligible User that Tokens were credited to that Eligible User’s Verified Account.

8.5.6 Airdrops are not transferable and no substitutions or cash equivalents are permitted.

8.5.7 Blockchain.com's decisions in any matter in relation to any Airdrop are final and Blockchain.com will not entertain any requests for appeal or review.

9 EXCHANGE

The following terms apply to your use of Exchange. By using Exchange, you agree to all of the terms of this Agreement as well as the specific terms of this Section 9. The Exchange is provided to you exclusively by the Blockchain.com entity outlined above.

9.1 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 Blockchain.com 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 without prior notice. In the event of any inconsistency between this Agreement and the Trading Principles, this Agreement shall govern with respect to matters relating to this section.

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

9.3 General Obligations

(a) **Number of Blockchain.com Accounts**. We may limit the number of Blockchain.com Accounts that you may create or maintain. We may also terminate or suspend any Blockchain.com Account that exceeds such limit, and liquidate, freeze or refund positions and funds associated with such Blockchain.com 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) **Blockchain.com Account Access**. In the normal course of business, we will require you to provide login credentials ("Credentials") to access your Blockchain.com 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 accept no responsibility or liability for the use of any 2FA application nor any damage caused by a 2FA application, device, software or method.

(d) **Exchange Communications**. Blockchain.com 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. Blockchain.com may, in its sole discretion, 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 Blockchain.com 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, as any communications relating to transactions are for discussion purposes only, and no communications submitted via the chat will serve as the basis for an order or executing an order. All orders must be executed via Exchange's order process.

(e) **Account Information**. You will be able to view certain details of your account history up to a specific period of time, as determined by Blockchain.com in our sole discretion and which may be subject to change at any time without prior notice. 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.

9.4 Deposits and Withdrawals to your Blockchain.com Account

9.4.1 Funding your Blockchain.com Account. In order to complete a Digital Assets transaction, you will need sufficient funds in your Blockchain.com Account prior to executing the order, either in the form of Digital Assets or fiat currency, depending upon the order type you select. Blockchain.com may not support all funding methods at all times and may alter the funding methods at any time without prior notice. You are solely responsible for your use of any external account, provider, or service used to transfer funds to your Blockchain.com Account. The timing associated with any deposit will vary and may depend in part upon the performance of third parties unrelated to Blockchain.com. We shall not be responsible for damages resulting from any order, including but not limited to, failed or delayed funding.

9.4.2 Treatment of Fiat Funds. We shall hold fiat currency deposited by you in your Blockchain.com Account for your benefit and on your behalf in an account at a third-party bank. For USD- denominated balances, we may hold your deposit balance in a combination of USD fiat currency, USDC and USD Paxos stablecoin ("USDP"), and by using Exchange you agree that we may manage such balances by converting your USD fiat currency to USDC, USDP or both in our discretion as part of those management services. Accordingly, any USD balance that is shown in your Blockchain.com Account may comprise any combination thereof. Each such account is separate from Blockchain.com'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.

9.4.3 Withdrawing Funds from Your Blockchain.com Account. In the event that the balance of available funds in your Blockchain.com 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. Subject to compliance considerations, regulatory requirements or other controls which we may apply in our sole discretion, requests may be delayed or canceled.

9.4.4 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 in any way whatsoever for any damages, losses, or otherwise resulting in whole or in part from such website or provider.

9.4.5 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 at any time without advance notice.

9.4.6 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 Blockchain.com Account having a negative balance, we may liquidate any assets held in any account you hold with us (including the Blockchain.com 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 and you will be liable for all such costs, damages and any fines or fees which we or a third-party may assess.

9.4.7 Erroneous Deposits. In the event that any amount of fiat currency or Digital Assets is deposited into your Blockchain.com Account in error in connection with a transaction or otherwise (an "Erroneous Deposit"), you must notify Blockchain.com immediately and return the Erroneous Deposit as soon as possible. In the event you do not return the Erroneous Deposit to Blockchain.com, you shall be indebted to Blockchain.com in the amount of the Erroneous Deposit and Blockchain.com shall have the right to debit this amount from your Blockchain.com Account in whole or in part until such time as the full amount has been returned. In addition, Blockchain.com may, but is under no obligation to, take whatever further action it considers necessary in order to recover the Erroneous Deposit. Until the full amount of the Erroneous Deposit is returned to Blockchain.com, you remain fully responsible for settling the balance and we may engage debt collectors to pursue any outstanding debt on our behalf and you will be liable for all such costs, damages and any fines or fees which we or a third-party may assess.

9.5 Trading on the Exchange

9.5.1 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 and we will not be responsible whatsoever for any delays or for any orders that are not executed.

9.5.2 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 an order. You must review all of the details of an order prior to entering such an order on the 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 Blockchain.com's cancellation practices.

9.5.3 Blockchain.com Own Account Dealing: Any member of the Blockchain.com 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 Blockchain.com acting in such a capacity.

9.6 Fees

You must pay any fees associated with your use of Exchange. Generally, Blockchain.com will debit fees for orders from the total cost of your order. Blockchain.com 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 without prior notice. 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.

10 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.blockchain.com/legal/api-terms.

11 THIRD PARTY CONTENT

11.1 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 GENERAL RISK FACTORS

12.1 Blockchain.com does not provide any 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, suggest, advise or endorse that you purchase or sell Digital Assets, or make any purchase of any good or service. Before engaging in any transaction or any other 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 assume all liability and responsibility 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 or otherwise prohibited or limited by any rule or regulation. Your use of the Services requires you to bear all attendant risks and Blockchain.com expressly disclaims any and all liability or responsibility for any such risks. We list some of the potential risks below but this list is not intended to cover all potential risks or otherwise be comprehensive and you acknowledge that you may be subject to and liable to significant other potential risks.

(a) Hardware, software or connections required to interact with a Digital Assets network might fail or 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. Blockchain.com shall not be liable or responsible whatsoever for any communication failures, disruptions, errors, distortions or delays or other potential adverse events or adverse consequences 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. Blockchain.com has no control over any cryptocurrency network and shall not be liable or responsible whatsoever 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 or other potential adverse events or adverse consequences you may experience.

(c) When placing a “market order” in a Digital Asset, your order will be promptly executed 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 materially 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. Blockchain.com shall not be liable or responsible whatsoever for any such price differences or other potential adverse events or adverse consequences you may experience.

(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. Blockchain .com shall not be liable or responsible whatsoever for any such price differences or other potential adverse events or adverse consequences you may experience.

(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, judicial 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 Blockchain.com 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 that we do not control may not be recoverable.

(h) 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 be materially adversely impacted or otherwise disappear.

(i) There can be no assurance that a person who accepts a Digital Asset as payment today will continue to do so in the future.

(j) The volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant losses 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.

(k) The nature of Digital Assets may result in an increased risk of fraud, theft, hack or cyber attack.

(l) The nature of Digital Assets is such that any technological difficulties experienced by Blockchain.com may prevent the access or use of your Digital Assets.

12.2 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.

12.3 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.

13 GENERAL PROVISIONS

13.1 Intellectual Property

(a) Unless otherwise indicated by us, the Services and any other material or content provided by Blockchain.com, and all intellectual property rights therein, are the property of Blockchain.com 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 on or enable others to infringe on 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 Blockchain.com'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 Blockchain.com in full.

13.2 Blockchain.com 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.

13.3 Depending on the Services used by you, Blockchain.com reserves the right, at our sole discretion, to create and maintain certain records of your activity and communications relating to your Blockchain.com Account or De-Fi Wallet.

13.4 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 Blockchain.com Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Blockchain.com Account, as further described below, and the entirety of your Blockchain.com 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 Blockchain.com 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 Blockchain.com Account, as determined by us based on Applicable Law and 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 Blockchain.com Account.

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

14 FEEDBACK AND COMPLAINTS

14.1 If you provide any suggestions, ideas, feedback, or recommendations to us regarding the Services (“Feedback”), 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 legal or other rights to the fullest extent permitted under law.

14.2 In responding to Feedback, we shall use commercially reasonable efforts to supply email-based support services, but cannot guarantee immediate responses, especially during times of high volume.

15 REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

15.1 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.

15.2 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 Blockchain.com Account or De-Fi Wallet, 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.

15.3 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 provide no guarantee whatsoever to 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 and you assume all liability for any such decisions or actions.

15.4 BLOCKCHAIN.COM 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 BLOCKCHAIN.COM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. 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 BLOCKCHAIN.COM MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END USER, AND THAT BLOCKCHAIN.COM’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 BLOCKCHAIN.COM OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

15.5 You agree to indemnify and hold harmless Blockchain.com, 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 Blockchain.com 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; (e) violation of any Applicable Law; or (f) violation of any rights of any other person or entity; provided however, that you shall not indemnify Blockchain.com for claims or losses arising out of Blockchain.com'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.

15.6 Limitation of Liability

(a) Blockchain.com 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 Blockchain.com or contingencies beyond its control in procuring, compiling, interpreting, computing, reporting, or delivering Blockchain.com, the Services thereon or the information therein. In no event will Blockchain.com 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 BLOCKCHAIN.COM, 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 THEIR SUBSEQUENT VALUE (WHICHEVER IS LESSER); 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 BLOCKCHAIN.COM 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 BASED ON YOUR JURISDICTION OR THE GOVERNING LAW.

(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 BLOCKCHAIN.COM 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 BLOCKCHAIN.COM'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.

15.7 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.

16 MISCELLANEOUS

16.1 It is your responsibility to determine what, if any, taxes apply due to your use of Blockchain.com Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Blockchain.com 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.

16.2 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.

16.3 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).

16.4 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.

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

16.6 You and Blockchain.com are independent contractors for the purposes of this Agreement. Nothing in this Agreement shall create any partnership, joint venture, agency, or consultancy.

16.7 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.

16.8 For technical support requests only, you may submit a request via our Support tool at: https://support.blockchain.com.

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

Blockchain.com, Inc., 251 Little Falls Drive, Wilmington DE 19808, USA

With an electronic copy to: legal@blockchain.com.

Please note, however, that all formal legal documents and claims must be formally and properly served on the correct Blockchain.com entity according to Applicable Law.

17 DISPUTE RESOLUTION FOR ALL USERS

17.1 Arbitration Agreement and Exceptions

Any Dispute between you and us shall be settled in binding arbitration, except for the following types of Disputes:

Disputes about Arbitrability. Any Disputes arising out of or related to the interpretation or application of this Section 17, including Disputes about the enforceability, revocability, scope, or validity of the Dispute Resolution section or any portion of this Section 17 (including the Batch Arbitration provision set forth in Section 17.4) shall be resolved in a court of competent jurisdiction, not arbitration.

Small Claims Court Disputes. If a Dispute could be brought in a US small claims court in the county or parish in which you reside, then it must be brought in that small claims court, not arbitration, provided that it remains in that court and is not removed or appealed to a court of general jurisdiction. Any disagreement about whether a Dispute is within the jurisdiction of a small claims court will be resolved by the small claims court in the first instance.

IP Rights Disputes. Disputes about or related to infringement or misuse of intellectual property (“IP”) rights (e.g., trademarks, trade dress, domain names, trade secrets, copyrights, and patents) must be resolved outside of arbitration (e.g., in a court of competent jurisdiction). If a Dispute contains an IP cause of action (which is not arbitrable under this agreement) and other causes of action that are arbitrable, the arbitrable causes of action must proceed in arbitration and the IP cause of action must proceed outside of arbitration. IP Disputes shall not be stayed solely on the grounds that there exists a pending arbitration of arbitrable causes of action.

Securities Laws Disputes. Disputes about whether you or we have violated state or federal securities laws shall be resolved by a court of competent jurisdiction. If a Dispute contains causes of action under the state or federal securities laws and other causes of action that are arbitrable, then the arbitrable causes of action must proceed in arbitration and the state or federal securities laws causes of action must proceed in a court of competent jurisdiction.

Public Injunction. Nothing in this Agreement will waive, preclude or otherwise limit your right to file a representative action solely to obtain a public injunction.

17.2 Arbitration Procedure

The arbitration will be administered by JAMS, subject to the JAMS Rules and Procedures then in effect, including any Mass Arbitration Procedures and Guidelines applicable to the Dispute, except as modified by this Agreement. If an administrator is unavailable or unwilling to administer the arbitration consistent with this Agreement, and the parties cannot agree on an alternative provider that will do so, then you or we may petition a court of competent jurisdiction to appoint an administrator that will do so.

The arbitration will be conducted by a single, neutral arbitrator selected by the parties from the JAMS's roster of arbitrators. The arbitrator shall be appointed in accordance with JAMS's strike and rank process set forth in Rule 15 of the Comprehensive Arbitration Rules & Procedures. The arbitration shall take place in the United States, in the English language.

The arbitrator shall apply the law of the state of Texas, without regard to its conflict of laws principles. The arbitrator may award any relief that a court of competent jurisdiction could award, and the arbitration decision may be enforced in any court in Dallas County, Texas. Applicable limitations periods (including statutes of limitations) shall apply in arbitration like in court. An arbitral award shall have no preclusive effect in any other proceeding involving other Users. 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 arbitrator shall have the authority to award sanctions against parties and their counsel consistent with the standard set forth in Federal Rule of Civil Procedure 11.

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. You and we (and your and our counsel, if represented) agree to work together in good faith to ensure that arbitration remains efficient and cost-effective for all parties.

17.2.1 Confidentiality

Any information exchanged between us in an arbitration may be used solely for that arbitration. We may not use information obtained from the other party in one arbitration proceeding in another arbitration proceeding. You and we also agree to keep any information exchanged between us in any arbitration proceeding confidential between us, you, your and our attorneys, and the arbitrator. To the extent additional persons require access to information exchanged for purposes of the arbitration, you and we agree to negotiate in good faith for the entry of a protective order that will impose similar confidentiality obligations.

17.2.2 Attorneys’ Fees and Costs

The parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Dispute was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or we need to invoke the authority of a court of competent jurisdiction to compel arbitration, the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Formal Complaint Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.

17.3 Waiver of Class, Collective, Representative, Mass Actions, and Other Non-Individualized Relief

YOU AND WE AGREE THAT, EXCEPT AS SPECIFIED IN THE BATCH ARBITRATION PROVISION SET FORTH IN SECTION 17.4, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, LITIGATED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION (SUCH AS A MASS ARBITRATION) BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED, LITIGATED, OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Subject to this Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this provision are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and we agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in a court of competent jurisdiction consistent with the other terms of the Agreement. By entering into this Agreement, you expressly waive your right to a trial by jury. This provision does not prevent you or us from participating in a class-wide settlement of claims.

17.4 Batch Arbitration

You and we agree to abide by this Batch Arbitration provision in the event that: (a) there are twenty-five (25) or more individual arbitration demands of substantially similar nature filed by us against you and other customers or by you and others against us, and (b) such arbitration demands are filed with the assistance of the same law firm, group of law firms, or organizations. Arbitration demands will not be deemed "substantially similar" if they involve claims seeking relief in connection with alleged losses of assets arising from different facts and circumstances. Arbitration demands that trigger the application of this Batch Arbitration provision can be administered in arbitration only pursuant to the provisions of this Batch Arbitration Provision.

If this Batch Arbitration provision is triggered, JAMS shall:

a. administer the arbitration demands in batches;

b. appoint a single, different arbitrator for each batch unless the parties agree otherwise; and

c. provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, and one in-person or video hearing (if any) in a format to be determined by the arbitrator that shall be convenient for the parties. You and we agree that if the Dispute is subject to this Batch Arbitration process, you will personally appear at any hearing (with counsel, if you are represented).

The number of batches will depend on the number of arbitration demands that were filed. The batching methodology is set forth below:

a. If there are more than 25 but fewer than 2,000 arbitrations, then there will be 20 batches.

b. If there are 2,000 or more arbitrations, then they will be batched into batches of 100 arbitrations per batch.

c. In deciding which arbitration demands will go in which batch, JAMS shall make the batches as equal as possible in terms of cumulative amount demanded and number of arbitration demands.

You and we (and your and our counsel, if represented) agree to cooperate in good faith with JAMS to implement the Batch Arbitration process, including the payment of single filing and administrative fees for each Batch, as well as any steps to minimize the burdens and costs of arbitration. You and we (and your and our counsel, if represented) agree to work together in good faith throughout the Batch Arbitration process to streamline procedures, modify the number of arbitrations to proceed per batch as appropriate, increase efficiencies, and seek to resolve Disputes.

You and we agree that arbitrations administered pursuant to this Batch Arbitration provision may be administered concurrently to the extent administratively feasible.

Arbitrators appointed pursuant to this Batch Arbitration provision shall issue separate awards for each User involved in a batched proceeding.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

17.5 Severability, Survival, and Venue

You and we agree to sever arbitrable Disputes (which shall be resolved in arbitration) from Disputes that are not arbitrable (which shall be resolved in court). 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.

Notwithstanding the foregoing, if the Batch Arbitration provision would otherwise apply to the Dispute, but a court of competent jurisdiction determines that the Batch Arbitration provision is unenforceable as to the Dispute or a portion of the Dispute (and all appeals have been exhausted or the ruling is otherwise final), or JAMS or a JAMS arbitrator refuses to apply all of the provisions of the Batch Arbitration provision as written, then the affected Dispute or portion of the Dispute cannot proceed in arbitration and may proceed in a court of competent jurisdiction consistent with the other terms of the Agreement unless the parties agree otherwise in writing.

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 Dallas County, Texas, applying Texas law.

This Section 17 will survive any termination of your relationship with us.

18 DEFINITIONS

“Airdrop Program” means the provision of Digital Assets by Blockchain.com 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.

“Blockchain.com Group” means the Blockchain.com group of companies under the common control of Blockchain.com Group Holdings, Inc.

“Blockchain.com Account” means an account in a customer’s name kept by Blockchain.com for the benefit of such a customer for use in connection with the Exchange, the Airdrop Program, Swap, the Blockchain.com Trading Account and the Blockchain.com Pay Account. For the avoidance of doubt, no Blockchain.com Account is associated with a Wallet unless on terms explicitly set out in this Agreement the Wallet is linked to one of the foregoing services or Blockchain.com’s Wallet Reward Account.

“Blockchain.com Pay Account” means a Blockchain.com Account that you are required to set up in order to receive the Blockchain.com Pay Services.

“Blockchain.com Pay Services” means the services detailed at Section 4.2 through which you create a non-custodial account (the “Blockchain.com Pay Account) that enables you to trade, purchase or sell Digital Assets.

“Blockchain.com Trading Account” means the functionality within the Wallet that permits you to buy and hold Digital Assets on a custodial basis with Blockchain.com.

“Compliance Program” means the requirements set by Blockchain.com 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.

“De-Fi Wallet” means the wallet software published by Blockchain.com (BVI) III 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.

“Digital Assets” means any digital assets, digital currency, cryptocurrency, cryptoasset, stablecoin, tokenised asset (or other such similar term) accepted by Blockchain.com, 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 may not be supported by Blockchain.com.

“Hard Fork” means a permanent protocol divergence of a Digital Asset in a blockchain.

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

“Order” means a request for the Blockchain.com Pay Services.

“Participant” means third party firms that refer you to Blockchain.com in order to purchase and / or sell Digital Assets through the Blockchain.com Pay Services.

“Participant Sites” means Participants’ mobile applications and websites.

“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) Blockchain.com website (including Explorer), mobile and desktop applications or other Blockchain.com platforms; and (b) the products and services made available by Blockchain.com, including, without limitation Blockchain.com Account, Blockchain.com Pay Services, 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.blockchain.com/legal/margin. For the avoidance of doubt, “Services” shall not include the De-Fi Wallet.

“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.

“Wallet Reward Account” means your Wallet Reward Account, opened by you with Blockchain.com, which resides within your De-Fi Wallet.

19 AI SERVICES

19.1 AI Services

19.1.1 Access to AI tools, features, products, and services (including but not limited to June) (the "AI Services") is provided to you by Blockchain.com (BVI) III Limited (including any successor or assign).

19.1.2 The terms pursuant to which the AI Services are provided are governed by Section 19 (AI Services) of this Agreement.

19.1.3 The AI Services may enable you to access AI-powered tools that generate and process natural language and other content in response to user inputs. Features may evolve over time and are subject to ongoing development and improvement.

19.2 Use of AI Services

19.2.1 We grant you a revocable, limited, non-exclusive and non-transferable access to use the AI Services. Your access and use of the AI Services is conditioned on your compliance with the terms of this Section 19 (AI Services).

19.2.2 You may use AI Services by submitting data, information, prompts, or materials (“Input”) into the AI Services, and the AI Services may generate data, information, or materials in response to Input (“Output”). You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to the AI Services.

19.2.3 Third-party models accessible through the AI Services are made available to you as third party services (including Large Language Models, “LLM”) and may be subject to additional third-party terms in the AI Services or related documentation. Your access to and use of such third-party models may require you to review and accept the relevant terms and conditions before proceeding. The models currently available can be consulted via the AI Services interface and are subject to change at any time. By accessing any third-party LLM or other services via the AI Services, you agree that such use may be subject to any applicable terms.

19.3 Content

19.3.1 As between you and us, you (a) retain all right, title, and interest in and to all Input, and (b) own all Output. To the extent permitted by applicable laws, we hereby assign to you all right, title, and interest—if any—in and to Output.

19.3.2 Blockchain.com (BVI) III Limited may copy, display, modify, distribute, and use Input only to the extent necessary to provide the AI Services, and you authorize Blockchain.com (BVI) III Limited to process Input for all such purposes.

19.4 Rewards

19.4.1 Through using the AI Services, we may offer different ways for eligible participants to earn intangible points or rewards (“Rewards”) for completing certain activities or tasks and meeting certain performance criteria or other requirements that we determine. Rewards are not, and may never convert to, accrue to, be used as basis to calculate, or become any other tokens or virtual assets or distribution thereof. Rewards are virtual items with no monetary value. Rewards do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of value. Rewards are not transferable between users, and you may not attempt to sell, trade, or transfer any Rewards, or obtain any manner of credit using any Rewards. Any attempt to sell, trade, or transfer any Rewards or tokens redeemable for or representing any Rewards will be null and void.

19.4.2 We may change or modify the Rewards program in our discretion without notice at any time, including the amounts or types of Rewards, reallocating Rewards, and discontinuing or terminating, temporarily or permanently, all or any part of the Rewards program. If you do not meet the relevant criteria and requirements for a Reward, you violate our terms and policies, including those in this Agreement, or you engage in abusive, fraudulent, or bad faith behavior, we may revoke or not provide Rewards to you.

19.5 Training and Improvements

19.5.1 We will not store or use your Input or Output to train any large language model, whether provided by us or by a third party. We may transmit your Input solely as necessary to provide the AI Services to you.

19.5.2 We may use your feedback and usage data, e.g. information how you interact with AI services, including information about Output, but not the content within the Output itself - to fine-tune and improve the AI Services. You can find more information at our Privacy Policy and Cookie Policy. However, we will never use Output in a way where your Output becomes part of the underlying large language model in a way that influences future behavior.

19.6 Disclaimers

19.6.1 The content provided in the AI Services is generated by an artificial intelligence language model. You are interacting with an artificial intelligence system. The Output generated is automatically created and may not always reflect factual accuracy. Due to the nature of artificial intelligence and machine learning, information generated by the AI Services may be incorrect or inaccurate. Please verify any Output before relying on it for decision-making.

19.6.2 The AI Services are not human and are not a substitute for human oversight. The AI Services are not intended for use in, or in association with, the operation of any hazardous environments or critical systems that may lead to serious bodily injury or death or cause environmental or property damage, or to make legal, tax, or financial decisions. Output generated by the AI Services may not be protectable as intellectual property.

19.6.3 Output may resemble or be duplicative of data, information, and materials created by the AI Services for others. We do not provide any represent or warranty that Output (a) does not and will not incorporate or reflect the data, information, prompts, or materials of others, (b) will not violate, misappropriate, or otherwise infringe upon the intellectual property or other proprietary rights of another person or entity, or (c) will not be reproduced in the same or similar way to another user of the AI Services.

19.6.4 To the extent possible under applicable law, we have no obligation or liability to you with respect to any claim arising from your use of generative AI features of the AI Services: (a) that arises from your Output that either alone or as combined by you infringe or misappropriate any third party's intellectual property rights; (b) if you interfere with or fail to enable available filters, guardrails, or other tools, or disregard instructions on how to properly use the AI Services; (c) if your use of the AI Services breaches the terms of this Section 19 (AI Services) or this Agreement; (d) arising after you receive notice to stop using the AI Service or feature of the AI Service; (e) arising from Output that you know or reasonably should know may infringe or misappropriate any third party's intellectual property rights; and (f) alleging that your use of the Output infringes on a third party's trademark or related rights. To the fullest extent possible under applicable law, you are responsible for your use of Outputs generated by the AI Services.

19.6.5 You agree not to use the AI Services for any purpose that may be deemed a prohibited practice under the EU AI Act, including but not limited to biometric categorization, subliminal manipulation, or the creation of social scoring systems.

19.6.6 The AI Services are not intended to replace human judgment. Users must ensure that all decisions made using the Output of the AI Services are subject to human review and validation.You are responsible for disclosing to third parties when content you generate using the AI Services has been created or materially influenced by the AI Services.

19.6.7 You are encouraged to report any issues with the Output, including factual inaccuracies or problematic results, through the designated feedback mechanism available in the platform. This helps us improve the reliability and safety of the AI Services.

19.7 Pro Tier

19.7.1 By upgrading to "Pro" tier ("June Pro"), you gain access to enhanced features and benefits not available in the free tier. The specific features associated with June Pro may be detailed on the service interface. These features may be updated from time to time and include, but are not limited to:

i. Higher usage limits;
ii. Access to our newest models, which may be exclusive to June Pro users;
iii. Early access to new features and platform updates; and
iv. Enhanced opportunities to collect Rewards.

19.7.2 We reserve the right to add, modify, or remove June Pro features at our sole discretion. We will attempt to provide you with reasonable notice of any material and adverse changes to your June Pro features.

19.7.3 Access to June Pro requires payment of a monthly fee (“Pro Fee”) plus any applicable taxes. The current Pro Fee will be disclosed to you at the time of purchase.

19.7.4 Your June Pro access will automatically renew each month. By providing a payment method, you authorize us to charge the then-current monthly Pro Fee to your designated payment method at the beginning of each new billing cycle.

19.7.5 We reserve the right to change the Pro Fee. We will provide you with advance notice of any price changes. Your continued use of June Pro after a price change becomes effective constitutes your agreement to pay the new Pro Fee.

19.7.6 You may cancel June Pro at any time through your account settings. The cancellation will take effect at the end of your current billing period. You will retain access to June Pro features until that time.

19.7.7 We may terminate or suspend your access to June Pro immediately, without prior notice or liability, for any reason, including for a breach of these Terms of Service.

19.7.8 All Pro Fees are non-refundable. We will not issue refunds or credits for any partial billing periods or for any features you did not use.

20 Explorer

20.1 Explorer

20.1.1 Access to the Explorer, including its website, application programming interfaces ("Explorer API") and related features (collectively, the "Explorer") is provided to you by Blockchain Access (Ireland) Limited.

20.1.2 The terms pursuant to which the Explorer is provided are governed by this Section 20 (Explorer).

20.1.3 The Explorer enables you to access blockchain data, transaction information, wallet addresses, smart contract information and other publicly available blockchain-related information for informational purposes only.

20.2 Explorer API

20.2.1 Subject to these Terms, we grant you a revocable, limited, non-exclusive, non-transferable licence to access and use the Explorer API.

20.2.2 Certain features of the Explorer API may require payment of fees. Any applicable fees, billing terms and usage limits will be disclosed to you before purchase or subscription and may be updated from time to time. By purchasing or subscribing to a paid Explorer API plan, you authorise us to charge the applicable fees using your selected payment method.

20.3 Disclaimers

20.3.1 The Explorer and the Explorer API are provided "as is" and "as available", without any representation or warranty of any kind, whether express, implied or statutory, including any warranty regarding availability, uninterrupted access, accuracy, completeness, reliability, merchantability, fitness for a particular purpose or non-infringement.

20.3.2 Blockchain data is obtained from public distributed ledger networks and third-party sources. We do not guarantee that any information displayed through the Explorer or Explorer API is accurate, complete, current or error-free.

20.3.3 To the fullest extent permitted by applicable law, we shall not be liable for any loss or damage arising from or relating to your access to or use of the Explorer or the Explorer API, including any interruption, delay, inaccuracy, omission, unavailability or reliance on any information made available through the Explorer.

20.3.4 The Explorer and the Explorer API are provided solely for informational purposes and do not constitute investment advice, legal advice, tax advice, financial advice or any recommendation to engage in any transaction involving crypto-assets or any other assets.