

Blockchain.com User Agreement

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Last Updated: 7 December 2023

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 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”).

UK, EEA or Switzerland Residents*	US Residents*	Nigeria Residents*	IM Residents*#	Rest of the World Residents*
Blockchain (LT), UAB	Blockchain.com, Inc.	BC Access (Nigeria) Limited	Blue Cube Access (Global) Limited	Blockchain (LT), UAB

** Based on your country of residence which you disclosed to us as part of your onboarding process.*

IM countries is defined to include: Afghanistan, Algeria, Angola, Barbados, 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 Access (Ireland) 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 Republic of Ireland.

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 Access (Ireland) 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 De-Fi Services

- (a) The software to create your De-Fi Wallet is provided to you exclusively by Blockchain Access (Ireland) Limited (“BC Ireland”).
- (b) The De-Fi Wallet enables you to:
 - (i) access certain Digital Assets supported by the De-Fi Wallet;
 - (ii) access a digital asset browser and link to third party decentralized exchanges (“DEXs”) and third party decentralized applications (the “DEX Aggregator”);
 - (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”)

3.2 Creating a De-Fi Wallet with Blockchain.com software

- (a) The De-Fi Wallet is only capable of supporting certain Digital 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 Digital Assets which we do not support using your De-Fi Wallet.
- (b) When you create the De-Fi Wallet, the De-Fi Wallet software generates a cryptographic private and public key pair that you may use to send and receive any supported Digital Assets via the relevant Digital Assets network.

- (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 Digital Assets previously accessed using your De-Fi Wallet. You may lose access to your Digital Assets via the Blockchain.com Interface.

3.3 Using your De-Fi Wallet

- (a) In order to be completed, any Digital Assets transaction executed using the interface provided by the De-Fi Wallet must be confirmed and recorded in the Digital Assets ledger associated with the relevant Digital Assets network (the “Relevant Asset Network”). Such Relevant Asset Networks are decentralized, peer-to-peer 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.

- (b) Blockchain.com has no control over:

- (i) the data that you provide to form any transaction using your De-Fi Wallet;
- or
- (ii) how transactions are processed in any Relevant Asset Network;

and therefore 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 Wallet can transfer title or right in any Digital Assets or make any warranties whatsoever with regard to title.

- (c) Blockchain.com shall not be liable to you for any malformed transaction payloads created using our software, the De-Fi Wallet or the services our De-Fi Wallet interacts with.
- (d) Once transaction details have been submitted to a Relevant Asset Network, 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.

3.4 Acceptable Use of the De-Fi Services

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

- (a) violate, misappropriate, or infringe the rights of any Blockchain.com entity, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
- (b) are illegal, defamatory, threatening, intimidating, or harassing;
- (c) involve impersonating someone;
- (d) breach any duty toward or rights of any person or entity, including rights of publicity, privacy, or trademark;
- (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like;
- (f) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party (including another user) to protect the De-Fi Wallet or the De-Fi Services;
- (g) disguise your location through IP proxying or other methods;

- (h) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing;
- (i) violate any applicable law or regulation; or
- (j) encourage or enable any other individual to do any of the foregoing.

3.5 Forks

- (a) The underlying protocols that form the Digital 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.
- (b) 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.

3.6 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.

3.7 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. Third party fees are not charged by BC Ireland.

3.8 Use of the DEX Aggregator

- (a) The software for the DEX Aggregator is provided to you by BC Ireland.
- (b) BC Ireland reserves the right to restrict access to the De-Fi Wallet and the De-Fi Services in any jurisdiction at any time at its sole discretion.
- (c) The DEX Aggregator is available only in connection with your De-Fi Wallet along the terms described earlier in this section.

3.9 Third Party Services and DEXs

- (a) The De-Fi Services may connect to third-party services, DEXs, and/or third party decentralized applications ("Third Party Services"). The De-Fi Services enable you to trade assets in a DEX environment through the Blockchain.com 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. We provide access to Third Party Services only as a convenience, do 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.

(b) We make no warranties or representations, express or implied, about such linked Third Party Services, the third parties they are owned and operated by, the information contained on them, the suitability of their products or services, or the assets they make accessible. You acknowledge sole responsibility for and assume all risk arising from your use of any Third Party Services. Third Party Services may provide access to assets which have high risks of illiquidity, devaluation, lockup, or loss.

(c) BC Ireland and its affiliates shall not bear any liability, whatsoever, for any loss or damage caused by any Third-Party Services.

3.10 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.

3.11 Indemnity

You agree that you will indemnify and hold harmless BC Ireland and its 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.

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 in trust 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, 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

5.1.1 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 on the Wallet Reward Account are determined on a monthly basis. To the extent practicable, any changes to the reward rate month-on-month will be announced in advance via the Services.

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

will be paid in the Eligible Reward Asset contained in your Wallet Reward Account.

(e) Daily Reward Computation Method. Daily rewards are calculated using your daily Wallet Reward Account balance and a daily rate that is derived from the applicable reward rate. The rewards will compound on a daily basis and 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) Minimum Holding Period. You are required to hold any Eligible Reward Assets stored in your Wallet Reward Account for at least 7 days, or such other length or period as published via the Services or as may be required by Applicable Law or other considerations (the “Minimum Holding Period”), and you will not be able to withdraw any such Eligible Reward Assets before that time which is subject to change at any time without prior notice.

(h) Cut-off time for Withdrawals after the Minimum Holding Period. After the Minimum Holding Period or such additional period as may be required by any law or regulation applicable to the Blockchain.com Group or the Wallet Reward Account or other considerations, you are able to make withdrawals of Eligible Reward Assets from your Wallet Reward Account (a “Wallet Reward Account Withdrawal”). Once you submit a Wallet Reward Account Withdrawal, your Eligible Reward Assets will be returned promptly in accordance with this Agreement. For large amounts, this may take up to 7 days or longer as may be required by a relevant law or regulation or other considerations.

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

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

5.1.2 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 the Wallet Reward Account, 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. By entering into the Agreement and using the Staking Services, you are consenting that we may in our discretion "stake" eligible Digital Assets held in your Blockchain.com Account in part or in their entirety (the "Staking Services", and the staked Digital Assets, the "Staked Digital Assets"). If you

would like us to stake assets held in your De-Fi Wallet, you will need to open a Blockchain.com Account and transfer such assets to that Blockchain.com Account.

“Staking” is where certain Digital Assets are held in a cryptocurrency wallet to support the operation of a blockchain network. For more information on what staking means and how it works, please see our [FAQ](#) here. We may amend, change or update the Staked Digital Assets at any time and without prior notice.

By receiving Staking Services from Blockchain.com you acknowledge and agree that:

- (a) We make no representation to you that you shall receive any stated percentage of any Staking Rewards (as defined in Section 5.2.2 below);

- (b) Staking may not occur on a continuous basis;

- (c) Staking may not occur on an uninterrupted or error-free basis, and we may not be able to correct all defects or prevent third-party disruptions or unauthorized third party access (and in the event of any such disruptions, any Staked Digital Assets may not generate Staking Rewards); and

- (d) We do not represent to you that any particular Digital Asset will be staked or continue to be staked. We may choose to begin or cease staking any Digital Asset at any time in our sole discretion without prior notice.

The Staking Services will only be offered to those Blockchain.com users at Blockchain.com’s sole discretion and are subject to change or to be paused or discontinued at any time, without prior notice. Staking Services are provided to you exclusively by the Blockchain.com entity outlined in the Agreement or such entity as the Blockchain.com Group shall decide to transfer the staking services to. We may perform any or all of the Staking Services described herein directly or through one or more service provider(s).

Once staked, your Digital Assets will be segregated from your Blockchain.com Account and moved to a new Blockchain.com Staking Wallet. Funds will be staked from the Blockchain.com Staking Wallet to the appropriate network. Depending on the network, you may or may not continue to retain ownership for the period during which the Staked Digital Assets are staked. At no time shall title to the Staked Digital Assets transfer to Blockchain.com. Except as expressly set forth in the Agreement, title to the Staked Digital Assets shall not transfer to any company in the Blockchain.com Group. As the owner of the Staked Digital Assets in your Blockchain.com Staking Wallet, you bear all risk of loss (including, but not limited to, private key loss, slashing, theft and hacking) of such Staked Digital Assets. Blockchain.com shall not have any liability for fluctuations in the fiat currency value of Staked Digital Assets held on your behalf in your Blockchain.com Staking Wallet.

None of the Staked Digital Assets in your Blockchain.com Staking Wallet 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 Staking Wallet as belonging to Blockchain.com. Blockchain.com may not grant a security interest in the Staked Digital Assets held on your behalf in your Blockchain.com Staking Wallet. Except as required by Applicable Law, or except as provided in the Agreement, Blockchain.com 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 law or regulation 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 5.2.3 below), outages, downtime, requirements under any applicable law or regulation and other applicable policies, you may withdraw your Staked Digital Assets by sending it to a different blockchain address controlled by you or a third party. In the event you wish to transfer Digital Assets into the Blockchain.com Staking Wallet, you may be prompted to set up a backup phrase in order to do so.

5.2.2 Earning Staking Rewards. In order to earn any rewards on any Staked Digital Assets resulting from the Staking Services, you must expressly opt-in by clicking on the relevant tab on the Blockchain.com website or app (the “Staking Rewards Program”) and transferring the Digital Assets that you intend to be eligible for staking to a Blockchain.com Staking Wallet. If you are participating in the Staking Rewards Program, we will remit to you the applicable percentage of staking rewards resulting from such Staked Digital Assets (the “Staking Rewards”) as shown on the Blockchain.com Earn section of the Blockchain.com website subject to any fees, offsets or requirements under any law or regulation or other considerations. We will determine the applicable percentage and timing of these remittances and additional fees may apply pursuant to the Agreement. You acknowledge and agree that there is no guarantee that you will actually receive any Staking Rewards and that any applicable percentage is an estimate only and not guaranteed. It may change at any time in our sole discretion without prior notice and it may be more or less than the actual staking rewards we receive from the applicable protocol and we may, at any time without prior notice, discontinue the offering of staking rewards.

Blockchain.com cannot guarantee that the Staking Services will be uninterrupted or error-free. Disruptions may occur that are outside our control that may prevent performance of the Staking Services and the earning of any Staking Rewards.

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

for Ethereum holders staking ETH, once your Digital Assets are staked, they cannot be unstaked or transferred for an unknown period of time.

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

5.2.5 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 and 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.

11.2 In the event you use the Modulr services, you hereby agree to this Agreement and the additional terms and conditions of Modulr (available [here](#)).

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 (LT), UAB, Upės str. 23, Vilnius, Lithuania

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 Any dispute between you and us arising out of or relating to our products, services, this Agreement or our relationship as created by this Agreement (whether arising out of contract, tort, statute or any other manner) shall be settled in binding JAMS arbitration, in accordance with the Federal Arbitration Act under the JAMS Streamlined Arbitration Rules & Procedures; provided, however, nothing in this Agreement will waive, preclude or otherwise limit your right to (i) bring an individual action in a US small claims court or (ii) file a representative action solely to obtain a public injunction.

17.2 The arbitration will be conducted by a single, neutral JAMS arbitrator mutually agreed upon by the parties and shall take place in the United States, in the English language. In the event that JAMS is unavailable to administer the arbitration, another administrator will be selected by the parties or, if the parties cannot reach an agreement, the court (as dictated by the forum selection clause herein) shall select the administrator. The arbitrator shall apply the law of the state of Florida, without regard to its conflict of laws principles. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitration decision may be enforced in any court in Miami-Dade County, Florida. The arbitrator shall resolve the dispute and is empowered with the exclusive authority to resolve any dispute relating to the scope, interpretation, applicability or enforceability of these terms or the formation of this Agreement, including the arbitrability of any dispute and any contention that all or any part of this Agreement is unconscionable, void or voidable. You agree that the arbitrator shall have the authority to order relief, and you agree to abide by all decisions and awards rendered in such a proceeding, which shall be final and conclusive. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding brought under this Section shall be entitled to reasonable costs and

attorneys' fees to the extent permitted. If the arbitrator(s) or administrator imposes filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. If the invalidity or unenforceability of a provision causes a dispute to proceed in a court instead of arbitration, the parties agree that such court must be located in Miami-Dade County, Florida, applying Florida law.

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

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

17.5 This Section 17 will survive any termination of your relationship with us. If any provision of this Agreement shall be deemed unlawful, invalid or otherwise unenforceable, then that provision shall be deemed severable from this Agreement.

Severing any such provision from this Agreement shall not affect the validity and enforceability of any remaining provisions, except as otherwise noted herein.

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

“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.

