

COINCAP
TERMS OF SERVICE

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Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

The content on this Service is strictly for informational purposes only. CoinCap does not endorse or recommend any particular digital asset, transaction, or purchasing strategy. No content on the CoinCap website nor communications with company personnel constitutes purchase or investment advice, or any offer to purchase or sell any assets or other financial instruments. Independent advice should be sought where appropriate. You acknowledge and agree that all transaction decisions you may make are made solely by you and CoinCap bears no responsibility or liability for the outcome of your decisions.

THE RISK OF LOSS IN BUYING OR SELLING A DIGITAL ASSET (“DIGITAL ASSET”) CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE ALWAYS CAREFULLY CONSIDER WHETHER BUYING OR SELLING A DIGITAL ASSET IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION.

Please read this agreement carefully to ensure that you understand each provision.

1. Use of Our Service

A. Eligibility

This is a contract between you and CoinCap. You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a legally binding contract with CoinCap, and only if you are in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of these Terms. The Service is not available to any Users previously removed from the Service by CoinCap.

B. CoinCap Service

The Service provides real-time market data of cryptocurrencies. By ingesting data from exchanges around the world, the Service is able to calculate a current global average price of assets. In addition to calculating global price, the Service offers insight into exchanges and markets. Users are able to obtain

current exchange rates for available coin pairs. The Service also offers historical data in the form of historical global average data as well as candle data for individual markets.

Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to access and use the Service for your personal use only and as permitted by the features of the Service. **You are prohibited from using CoinCap for any illegal or fraudulent purposes.** CoinCap reserves all rights not expressly granted herein in the Service and the CoinCap Content (as defined below). CoinCap may terminate this license at any time for any reason or no reason.

C. **CoinCap App**

We may make available software to access the Service via an App. To use the App you must have a mobile device that is compatible with the App. CoinCap does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. CoinCap hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for one CoinCap account on mobile devices owned or leased solely by you, for your personal use. You acknowledge that CoinCap may from time to time issue upgraded versions of the App. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license end-user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and CoinCap or its third-party partners or suppliers retain all rights, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. CoinCap reserves all rights not expressly granted under these Terms. If the App is being acquired on behalf of the United States Government, then the following provision applies. The App will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms. The App is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.

D. **Service Rules**

You agree not to engage in any of the following prohibited activities: (i) modifying, disassembling, decompiling or reverse engineering the Service or the app; (ii) renting, leasing, loaning, reselling, sublicensing, or otherwise transferring the App or any content therein to any third party or using the App to provide time sharing or similar services for any third party; (iii) other than as specifically approved in writing, any copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (iv) other than as specifically approved in writing, using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the CoinCap servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that CoinCap grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the

materials, but not caches or archives of such materials); (v) transmitting spam, chain letters, or other unsolicited email; (vi) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (vii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (viii) uploading invalid data, viruses, worms, or other software agents through the Service; (ix) collecting or harvesting any personally identifiable information, including account names, from the Service; (x) using the Service for any commercial solicitation purposes; (xi) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (xii) interfering with the proper working of the Service; (xiii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xiv) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation removing, circumventing, disabling or otherwise interfering with security-related features or features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xv) deleting the copyright and other proprietary rights notices, or (xiv) using the Service for or in connection with any activity that (i) violates any law, statute, ordinance or regulation, including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or (ii) involves proceeds of any unlawful or illegal activity.

E. Prohibited Activity

In connection with your use of the Service, and your interactions with other Users, and third parties you agree and represent you will not engage in any prohibited business or prohibited use, as discussed in these Terms of Service ("**Prohibited Activity**"). The list of Prohibited Activities may be updated by CoinCap at any time at its discretion. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend access to the Service without notice if we determine, in our sole discretion, that your access is associated with a Prohibited Activity.

We also reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request.

F. Digital Asset Prices and Payment Acceptance. Digital Assets are experimental and risky. The Service attempts to provide accurate price information, but this information is volatile and subject to change without advance notice.

G. California Residents. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

2. User Content

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (a) submit or post on or through the Service, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (b) have posted or uploaded to

your social media accounts, including but not limited to Instagram, Twitter, Facebook, Tumblr, Gravatar and Pinterest, which are tagged with any CoinCap promoted hashtag (collectively “**User Content**”) shall be deemed nonconfidential and nonproprietary. By submitting or posting any User Content, you grant to CoinCap and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable and transferable license to copy, publish, translate, modify, delete, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that may be used in connection with the User Content. CoinCap will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information. CoinCap shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. CoinCap retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the User Content.

By submitting or posting User Content on the Service or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (a) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (b) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (c) you are 13 years of age or older; and (d) the User Content does not (1) contain false or misleading information, (2) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (3) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (4) contain any personally identifiable information or any contact information or (5) contain computer viruses, worms or other harmful files. Upon request by CoinCap, you will furnish CoinCap any documentation, substantiation or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold CoinCap and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

CoinCap does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge CoinCap and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected

with: (A) disputes between you and one or more users or any other person or entity, or (B) the use by CoinCap or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to these Terms violates any of your intellectual property rights, copyrights, rights of publicity or privacy, “moral rights,” or rights of attribution and integrity. You acknowledge and agree that CoinCap has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. CoinCap acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If CoinCap becomes aware of any User Content that allegedly may not conform to these Terms, CoinCap may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms. CoinCap has no liability or responsibility to Users for performance or nonperformance of such activities.

CoinCap has the absolute right to remove and/or delete without notice any User Content within its control that it deems objectionable. You consent to such removal and/or deletion and waive any claim against CoinCap for such removal and/or deletion. CoinCap is not responsible or liable for failure to store posted content or other materials you transmit through the Service. You should take measures to preserve copies of any data, material, content or information you post on the Service or any other sites or platforms.

3. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “**CoinCap Content**”), and all Intellectual Property Rights (defined below) related thereto, are the exclusive property of CoinCap and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein or in any applicable additional terms and conditions, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any CoinCap Content, absent specific consent in writing from CoinCap. Use of the CoinCap Content for any purpose not expressly permitted by these Terms is strictly prohibited.

For the purposes of these Terms, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to or We may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“**Ideas**”). By submitting any Ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place CoinCap under any fiduciary or other obligation, and that we are free to use the Ideas without any additional compensation to you, and/or to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, CoinCap does not waive any rights to use similar or related ideas previously known to CoinCap, or developed by its employees, or obtained from sources other than you.

4. Privacy

CoinCap respects the privacy of its users by not requesting any information that is unnecessary for the use of the Service or to comport with our obligations under applicable law.

You accept that CoinCap will comply willingly with all legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to protect CoinCap and our users.

We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to and processed in Switzerland. By accepting these Terms, you expressly allow us to export data outside of the jurisdiction in which you reside or are located when you access CoinCap.

5. Security

CoinCap cares about the integrity and security of your personal information, and stores all personal information provided by users in an encrypted fashion. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

6. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by CoinCap. CoinCap does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and [CoinCap's Privacy Policy](#) do not apply to your use of such sites. You expressly relieve CoinCap from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that CoinCap shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

7. Suspension, Termination and Cancellation

We may, without prior notice, suspend the Service, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage or other limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or CoinCap may suspend, restrict, or terminate your access to any or all of the Services if: (i) we are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using the Service in connection with a Prohibited Activity; (iii) use of your account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity; (iv) our service partners are unable to support your use; (v) you take any action that CoinCap deems as

circumventing CoinCap's controls, including, but not limited to, opening multiple accounts, consummating transactions for the benefit of a third party or abusing promotions which CoinCap may offer from time to time. We may also suspend or terminate your account or access to the Service for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You are solely responsible for your interactions with other CoinCap Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. CoinCap shall have no liability for your interactions with other Users, or for any User's action or inaction.

If CoinCap suspends or terminates your use of the Service, in whole or in part, for any reason, we will use commercially reasonable efforts to provide you with notice of our actions unless a court order or other legal process prohibits CoinCap from providing you with such notice. You acknowledge that CoinCap's decision to take certain actions may be based on confidential criteria that are essential to CoinCap's risk management and security protocols. You agree that CoinCap is under no obligation to disclose the details of its risk management and security procedures to you.

8. Indemnity

You agree to defend, indemnify and hold harmless CoinCap and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Service, including any data or content transmitted or received by you; (b) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (d) your violation of any applicable law, rule or regulation; (e) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

The Service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from CoinCap or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, CoinCap, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

CoinCap does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and CoinCap will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement will not apply to the extent prohibited by applicable law.

10. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall CoinCap, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, this service.

To the maximum extent permitted by applicable law, CoinCap assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (c) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (d) any interruption or cessation of transmission to or from the Service; (e) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (f) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (g) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall CoinCap, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to CoinCap hereunder or one hundred u.s. dollars (usd \$100.00), whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if CoinCap has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state or jurisdiction. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

11. Governing Law, Arbitration

A. **Governing Law.** These Terms shall be governed by the internal substantive laws of the Canton of Zug, Switzerland, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the courts in Zug Switzerland for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any

provisional relief required to prevent irreparable harm. You agree that Zug Switzerland is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

B. **Arbitration.** Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from CoinCap. For any dispute with CoinCap, you agree to first contact us at support@CoinCap.zendesk.com and attempt to resolve the dispute with us informally. In the unlikely event that CoinCap has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “Claims”), by binding arbitration by in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers’ Arbitration Institution (“**Arbitration Institution**”) in force on the date on which the notice of arbitration is submitted in accordance with those rules. The arbitration will be conducted in Zug, Switzerland, in English, unless you and CoinCap agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any Arbitration Institution fees, administrative and arbitrator fees in accordance with Arbitration Institution rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) Arbitration Institution may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from Arbitration Institution; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing CoinCap from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

12. **Additional App Store Terms**

A. **App from Apple App Store.** The following applies to any App you acquire from the Apple App Store (“**Apple-Sourced Software**”): You acknowledge and agree that these Terms are solely between you and CoinCap, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to CoinCap as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to CoinCap as provider of the

software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, CoinCap, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and CoinCap acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

13. General

A. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CoinCap without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

B. **Notification Procedures and Changes to these Terms.** CoinCap may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by CoinCap in our sole discretion. CoinCap reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. CoinCap is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. CoinCap may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

C. **Entire Agreement/Severability.** These Terms, together with any additional terms, amendments and any additional agreements you may enter into with CoinCap in connection with the Service, shall constitute the entire agreement between you and CoinCap concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

D. **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and CoinCap's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

E. **Contact.** Please contact us by submitting a request to us at <https://CoinCap.zendesk.com/hc/en-us/requests/new> with any questions regarding these Terms. You may also write to us at: ShapeShift AG, Attn: CoinCap, Gartenstrasse 6, 6300 Zug Switzerland.