COINCAP.IO TERMS OF SERVICE Last Modified: March 2021

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND AND AGREE TO EVERY PORTION OF THESE TERMS BEFORE USING ANY PART OF THE SERVICES.

These terms of services (these "Terms" or the "Terms") govern your relationship with CoinCap.io, which is owned by ShapeShift AG and operated by ShapeShift Global Limited (collectively, "CoinCap," "we," "our," or "us") and access or use of CoinCap.io and any other product offered in connection with the CoinCap brand, including any website ("Website"), Application Programming Interfaces ("API"), and the CoinCap mobile device software ("App") (collectively, the "Services"). By accessing or using any part of the Services, or clicking a button or checking a box marked "I Agree" (or substantially similar language), you acknowledge that you have read, understood, acknowledge, and agree to: (i) be bound by these Terms in full; and (ii) to our privacy policy, which is incorporated into these Terms ("Privacy Policy") and includes certain rights granted to us for the collection and use of your information. These Terms apply to any visitor of a Website, user of the Services, and any other person who registers for or otherwise accesses or uses the Services (each, a "User"). Certain parts of the Services may be subject to additional terms that we may specify from time to time, and your use of such Services is subject to those additional terms. Such additional terms are hereby incorporated into these Terms.

We may, in our sole discretion, modify or update these Terms from time to time, so you should review this page periodically. When we change these Terms in a material manner, we will update the date at the top of this page. Your continued use of the Services after any such change constitutes your acceptance of such change to these Terms. If you do not agree to any portion of these Terms or any future terms of service including future versions of these Terms, you must not use or access (or continue to access) the Services.

INVESTMENT DISCLAIMER: Any content published on the Services is strictly for informational purposes only. We do not endorse or recommend any particular digital asset, transaction, or purchasing strategy. Content on any Website or your communications with any of our personnel should not be construed as purchase or investment advice. We highly encourage you to seek independent professional investment advice prior to using the Services. You acknowledge and represent that all transaction decisions made in connection with your use of the Services are made solely by you and ShapeShift will have no liability for any of your decisions. THE RISK OF LOSS IN BUYING OR SELLING A DIGITAL ASSET CAN BE SUBSTANTIAL, THEREFORE YOU SHOULD CAREFULLY CONSIDER WHETHER BUYING OR SELLING A DIGITAL ASSET IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION BEFORE BUYING OR SELLING A DIGITAL ASSET.

1. Our Services.

- a. <u>License Grant.</u> Subject to your full compliance with these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to access and use our Services for your personal use only. You are prohibited from using our Websites for any illegal, fraudulent, or professional purposes. We reserve all rights not expressly granted in these Terms and we may terminate this license at any time for any reason or no reason.
- b. Eligibility to use the Services. You shall not use the Services unless you are in full compliance with these Terms and all applicable laws. You shall not use any part of the Services if you cannot form a legally binding contract with us. Any use of or access to the Services by anyone under 18 is prohibited. Currently, we do not allow Users residing or present in the following jurisdictions to use the Service: the State of New York, the State of Washington, any jurisdiction sanctioned by the United States Treasury's Office of Foreign Assets Control, or any other jurisdiction that we determine to present a high risk of fraud. You shall not use the Services if: (i) you reside or are present in one of the jurisdictions listed in the previous sentence; (ii) we determine that you violated these Terms; or (iii) we have removed or suspended you from using the Services. Suspension or Termination of the Services. You acknowledge that we may, without prior notice to you: suspend the Services; change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits the on the Services.
- c. <u>Services Rules.</u> You shall not engage in any of the following (each, a "Prohibited Activity"): (i) modifying, disassembling, decompiling, or reverse engineering any portion of the Services; (ii) renting, leasing, loaning, reselling, sublicensing, or otherwise transferring any portion of the Services to any third-party; (iii) use any portion of the Services to provide time sharing or similar services for any third-party; (iv) copying, distributing, or disclosing any part of the Services in any medium, including by any automated or non-automated "scraping"; (v) writing, using any automated system, including "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to our servers than a human can reasonably

produce in the same period of time by using a conventional on-line web browser (except that we grant 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 those materials, but not caches or archives of such materials); (vi) transmitting spam, chain letters, or other unsolicited email in connection with the Services; (vii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (viii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ix) uploading invalid data, viruses, worms, or other software agents through the Services; (x) collecting or harvesting any personally identifiable information from the Services; (xi) using the Services for any commercial solicitation purposes; (xii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity in connection with the Services; (xiii) interfering with the proper working of the Services; (xiv) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xv) bypassing the measures we may use to prevent or restrict access to the Services, including 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 Services or the content of the Services; (xvi) deleting any of our copyright and other proprietary rights notices; or (xiv) using the Services for or in connection with any activity that (1) 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 (2) involves proceeds of any unlawful or illegal activity.

d. <u>Suspension or Termination of your Account.</u> You acknowledge that we may permanently or temporarily terminate or suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any part of these Terms. We may, without prior notice: suspend, restrict, or terminate your access to any portion of the Services if: (i) we are required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using the Services in connection with a Prohibited Activity; (iii) any of your wallet addresses are subject to any pending litigation, investigation, or government proceeding; (iv) we reasonably believe there to be a

heightened risk of legal or regulatory non-compliance associated with your use of the Services; (v) our service partners or other contractors are unable to support any aspect of your use of the Services; (vi) you take any action that we deems, in our sole discretion, as circumventing our internal controls; or (vii) for any other reason or no reason in our sole discretion. If your use of the Services is terminated or suspended, you acknowledge that you will remain bound by these Terms. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. You acknowledge that we will have no liability for your interactions with other Users, or for any User's action or inaction. If we suspend or terminate your use of the Services, in whole or in part, for any reason, we will use commercially reasonable efforts to provide you with notice of our actions except where a court order or other legal process prohibits us from providing you with such notice. You acknowledge our decision to take certain actions, including limiting access to, suspending, or terminating your use of the Services may be based on confidential criteria that are essential to our risk management and security protocols and that we are under no obligation to disclose the details of its risk management and security procedures to you. We will have no liability for any action taken by us substantially consistent with or authorized by this section.

e. Third-Party Integrations. You acknowledge that the Services may contain links or integrations to third-party materials that are not owned or controlled by us, including smart contracts (each, a "Third-Party Service"). We do not endorse or assume any responsibility for any Third-Party Service. IF YOU ACCESS A THIRD-PARTY SERVICE FROM THE SERVICES OR SHARE ANY CONTENT ON OR THROUGH SUCH THIRD-PARTY SERVICE, YOU ACKNOWLEDGE THAT: YOU DO SO AT YOUR OWN RISK; THESE TERMS AND OUR PRIVACY POLICY MAY NOT APPLY TO SUCH THIRD-PARTY SERVICE; YOU MAY BE REQUIRED BY SUCH THIRD-PARTY TO AGREE TO CERTAIN ADDITIONAL TERMS OR CREATE AN ACCOUNT; AND THAT CERTAIN THIRD-PARTY SERVICES MAY PUBLISH TO A PUBLIC BLOCKCHAIN INFORMATION YOU SEND TO SUCH THIRD-PARTY. You shall not hold us liable for any damages you incur related to your use of any Third-Party Service. You acknowledge that your dealings with or participation in promotions any advertiser that connects with you through your use of the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertiser. You acknowledge that we will not be liable for any loss or

- damage of any sort relating to your interactions with any such advertiser.
- f. DEX Trading. Through our Services, we offer the ability to connect to a Third-Party Service that allows you to trade digital assets on a decentralized exchange ("DEX"). You expressly acknowledge that we do not control or maintain the DEXs you may connect with through our Services and you further acknowledge that we will have no liability for any interaction you have with a DEX. Further, you also acknowledge that we cannot reverse or refund any transaction that occurs on a DEX. You acknowledge that prior to completing a trade on a DEX, you have the sole responsibility to conduct diligence on the DEX, the assets being traded, and the underlying smart contract(s).
- g. <u>CoinCap Market Data Services</u>. One of the Services is our provision of real-time market data of cryptocurrencies ("Market Data"). By using data from exchanges around the world, the Market Data Services calculates a current global average price of certain assets. In addition to calculating global price, the Market Data Services offer insight into exchanges and markets. Users are able to obtain current exchange rates for available coin pairs. The Market Data Services also offers historical data in the form of historical global average data as well as candle data for individual markets. Through our Market Data Services, we attempt to provide accurate price information, but you acknowledge that this information is volatile and subject to change without advance notice.
- h. Disclaimer of Warranties. YOU ACKNOWLEDGE THAT WE PROVIDE THE SERVICES ON BOTH AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY REGARDING THE SERVICES AND EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DOES NOT GUARANTEE THAT: THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THE SERVICES WILL BE AVAILABLE UNINTERRUPTED, AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, SECURE, OR ERROR-FREE; ANY CONTENT PROVIDED TO YOU IN CONNECTION WITH THE SERVICES, INCLUDING MARKET DATA WILL BE ACCURATE, RELIABLE, OR CORRECT: ANY OF THE SERVICES' DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY.

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Due to the disclaimers in this section, we strongly recommend that you only use the Services to manage, buy, sell, or trade small amounts of digital assets. If any issues arise in connection with the Services, we will make reasonable efforts to resolve such issues, but you acknowledge that we will have no liability for any bugs, errors, or other problems that result in loss of your funds or digital assets. You acknowledge that the Services may contain more or fewer features or be licensed under different terms than previous versions. You acknowledge that we reserve the right to make changes to the Services at any time for any reason, without prior notice, and any reliance on the current services available on the Services areat your own risk. Without limiting any disclaimer of warranty or other limitation specified in this section, you acknowledge that the Services are not suitable for commercial use, and that the Services may contain errors affecting its proper operation.

The disclaimers and exclusions under these Terms will not apply to the extent prohibited by applicable law. Federal law, some states, provinces, and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the exclusions in this section may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

i. <u>California Residents.</u> The provider of services is ShapeShift Global Limited. 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. Intellectual Property; Security; Privacy.

a. <u>Our Proprietary Rights.</u> You acknowledge that the Services and all materials on the Services, or transferred by the Services, including,

software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music ("CoinCap Content"), and all intellectual property rights related to CoinCap and CoinCap Content ("Intellectual Property Rights"), are our exclusive property (and our licensors). Except as explicitly provided in these Terms or in any applicable additional terms and conditions, nothing in these Terms will 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.

- b. <u>Ideas</u>. You may choose to or we may invite you to submit comments or ideas about the Services, including about how to improve the Services or our products (each, an "Idea"). By submitting any Idea, you acknowledge that your disclosure is gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission of an Idea, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.
- c. <u>Privacy.</u> All of our data collection, protection, processing, and transfer practices are listed in our <u>Privacy Policy</u>. If any part of these Terms conflicts with the Privacy Policy, the Privacy Policy will govern.

3. Additional App Terms.

a. Generally. To use the App, you must have a mobile device that is compatible with the App. We do not guarantee that the App will be compatible with your mobile device. You may be required by your wireless provider to use mobile data in connection with the App and may incur additional charges from your wireless provider for using this data. You acknowledge that you are solely responsible for any such charges and we will have no liability for such charges. We hereby grant you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for one Account on mobile devices owned or leased solely by you for your personal use ("App License"). The App License is not a sale of the App (or any copy of the App), and we and our third-party partners or suppliers retain all rights, title, and interest in the App (and any copy of the

- App). Any attempt by you to transfer any of the rights, duties, or obligations in connection with the App License, except as expressly provided for in these Terms, is void and of no legal effect. You acknowledge that we may release future versions of the App, which may be automatically downloaded to your mobile device and replace a prior version of the App. You consent to such automatic upgrading on your mobile device and acknowledge 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. We reserve all rights in the App not expressly granted under these Terms. When you download and operate the App for the first time, you may be required to create an account.
- b. Apple App Store Terms. This section applies to all Users who obtain the App from Apple's App Store. You and we acknowledge that: (i) these Terms are solely between you and us; (ii) Apple, Inc. and its affiliates or subsidiaries ("Apple") are not a party to these Terms; and (iii) Apple has no responsibility for the App or its related content. Your use of the App must comply with the applicable Apple's App Store terms of service or use. If a conflict arises between Apple's App Store terms and these Terms, then Apple's App Store terms of service or use will prevail. The App License is limited to use on Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that the App may be accessed and used by other accounts associated with you via "Family Sharing" or volume purchasing. You and we acknowledge that Apple has no obligation to provide you with any maintenance and support services with respect to the App. We are solely responsible for any product warranties of the App, whether express or implied by law, to the extent not effectively disclaimed elsewhere in these Terms. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely our responsibility. You acknowledge that Apple is not responsible for addressing any claims of you or any third-party relating to the App and your possession or use of the App, including: (iv) product liability claims; (v) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (vi) claims arising under consumer protection, privacy, or similar legislation. You and we acknowledge that, if any third-party claim that the App or your possession and use of the App infringes that third-party's intellectual property rights, we, 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 shall comply with any applicable third-party terms of agreement when using the App. You and we acknowledge that Apple is a third-party beneficiary of these Terms as relates to your license of the App, and that, upon your acceptance 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 App against you as a third-party beneficiary of these Terms.

- c. <u>Google Play Store Terms.</u> If you downloaded the App from Google's Play Store and a conflict arises between Google's Play Store terms and these Terms, then you acknowledge that Google's Play Store terms will prevail.
- d. Special Terms for US Government Purchases. If any part of the Services, namely the App, is being acquired on behalf of the United States Government, then the following provision applies. The App or other product 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 Services 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 Services.

4. Miscellaneous.

a. <u>Indemnification.</u> You shall indemnify us and our agents or licensors, and any employees, contractors, agents, officers, and directors of ours, and those of our agents or licensors, against any damages related to: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) noncompliance with any part of these Terms, including any inaccuracies of representations or statements made by you; (iii) your violation of any third-party right, including any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted by you to us including misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other person's access and use of the Services on your behalf.

- b. Limitation of Liability. You acknowledge that we will not be liable for any damages caused to you related to: (i) any hacking, tampering, or other unauthorized access or use of the Services; (ii) errors, mistakes, or inaccuracies of content on the Services; (iii) personal injury or property damage, of any nature, resulting from your access to or use of the Services; (iv) any interruption or cessation of transmission to or from the Services; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Services by any third-party; or (vi) the defamatory, offensive, or illegal conduct of any third-party. In no event will we, our agents, directors, employees, suppliers, or licensors be liable to you for any damages exceeding the greater of: the amount you paid to us in connection with the Services; or US\$100.00. The foregoing limitations and exclusions will apply whether the alleged or actual liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation is intended to apply to the fullest extent permitted by law in the applicable jurisdiction. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this section may not apply to you. These Terms give 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 these Terms will not apply to the extent prohibited by applicable law.
- c. Governing Law. These Terms will be governed by the internal substantive laws of the United Kingdom, without respect to its conflict of laws principles. Notwithstanding the preceding sentence with respect to the substantive law, any arbitration conducted pursuant to these Terms will be governed by the applicable rules of arbitration in the United Kingdom. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You consent to submit to the personal jurisdiction of the federal and state courts located in the United Kingdom for any actions for which may bring against you. 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 our copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights, including any provisional relief required to prevent irreparable harm. You consent to London, England being the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision in the next section is found to be unenforceable.

- d. Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND US TO ARBITRATE ANY DISPUTES IN CONNECTION WITH THESE TERMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. If you have a dispute with us in connection with these Terms or your use of the Services, you shall first contact us via email at legal@shapeshift.com and attempt to resolve the dispute with us informally. If you and we cannot resolve any dispute after 60 days from your initial email notifying us of the dispute, you and we each consent to resolve any related claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach of these Terms, exclusively by binding arbitration in accordance with the applicable rules of arbitration in the United Kingdom. The arbitration will be conducted in London, England, in English. If you are using the Services for commercial purposes, each party will be responsible for paying any arbitration fees, administrative, and arbitrator fees in accordance with applicable arbitration rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) the arbitration organization may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from such arbitration organization; (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 with us described in this section. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section will be deemed as preventing us from seeking injunctive or other equitable relief from any applicable court as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.
- e. <u>Assignment.</u> You shall not assign or transfer these Terms or any rights granted under these Terms. Any attempted assignment or transfer in violation of this section will be void and of no legal effect.
- f. Notice. We may notify you as required by law or are for marketing or other business-related purposes via email, a tangible written notice, or through posting of such notice on our Websites. We reserves the right to determine the form and means of providing notifications to

you or other Users, provided that you may opt out of certain means of notification as described in these Terms. We will not be liable for any damages or delays caused by any automatic filtering you or your network provider applies to emails.

- g. Entire Agreement/Severability. These Terms, together with any additional terms, amendments, and any additional agreements you may enter into with us in connection with the Services, constitute the entire agreement between you and us concerning the Services. If any portion of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such portion will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect.
- h. <u>No Waiver</u>. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.
- Contact. Please contact us by submitting a request by emailing our customer support <u>here</u> or making a support request <u>here</u> with any questions regarding these Terms or the Services. You may also write to us at: ShapeShift Global Limited, 21 Holborn Viaduct, London, UK, EC1A 2DY.