

## FTX.US USER AGREEMENT

*Last updated: May 20, 2020*

Welcome to FTX.US! This is the User Agreement between you and West Realm Shires Services Inc., a Delaware company doing business as FTX.US (“FTX.US” or us). Please read this FTX.US User Agreement (the “Terms”) and our [Privacy Policy](#) (“Privacy Policy”) carefully because they govern your use of the website located at FTX.US and other domain names offering or linking to the website (the “Site”) and cryptocurrency services accessible via the Site and any corresponding mobile application (“App”) offered by FTX.US. To make these Terms easier to read, the Site, our services and App are collectively called the “Services.”

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND FTX.US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 32 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.**

**As with any asset, the value of cryptocurrencies of all types (including those called “stable coins”) can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in cryptocurrency. You should carefully consider whether trading or holding cryptocurrency is suitable for you in light of your financial condition. FTX.US is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons.**

1. Agreement to Terms/Privacy Policy. By using our Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to that entity. Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
2. Changes to these Terms or the Services. We may amend or update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site, to the App and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. The only exception is for changes to the “Dispute Resolution” section, for which you have followed the process in Section 32(g). Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
3. Who May Use the Services? You may use the Services only if you are 18 years or older (or other age of majority in your jurisdiction) and capable of forming a binding contract with FTX.US, and not otherwise barred from using the Services under applicable law. You may not use the Services if you conduct a Prohibited Business or are in a Prohibited Jurisdiction as specified in the appendices thereto. Our Services are offered to persons in our sole discretion as we may choose to not offer the Services or discontinue access to the Services to you or any person or entity for any reason in our sole discretion. We do not accept individuals or entities that we decide not to permit from time to time in our discretion.
4. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“Feedback”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

5. Account Access/Delays in Service. You must register for a FTX.US account to use the FTX.US Services (a "**FTX.US Account**"). By using a FTX.US Account you agree and represent that you will use the Services only for yourself, and not on behalf of any third party, unless you have obtained prior approval from FTX.US. You are fully responsible for all activity that occurs under your FTX.US Account. We may, in our sole discretion, refuse to open a FTX.US Account, or limit the number of accounts that you may hold or suspend or terminate any FTX.US Account or the trading of specific cryptocurrency in your account.

During registration for your FTX.US Account or thereafter upon our request, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the FTX.US Services. Your access to one or more FTX.US Services and the limits that apply to your use of the FTX.US Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number), your source of funds and financial information, and in some cases (where permitted by law), special categories of personal data, such as your biometric information. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.** Further, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to FTX.US with your wireless operator account profile information for the duration of the business relationship. See our Privacy Policy for how we treat your data.

To access the Services, you must have the necessary equipment (such as a smartphone or laptop) and the associated telecommunication service subscriptions to access the Internet. Access to the Services may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays. WE DO NOT REPRESENT THAT THE SITE OR THE SERVICES WILL BE AVAILABLE WITHOUT INTERRUPTION AND WE DO NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED, OR REMAIN OPEN. FTX.US shall not be liable for any losses resulting from or arising out of transaction delays.

6. Account Services. As part of your FTX.US Account, FTX.US provides qualifying users access to accounts for you to store, track, transfer, and manage your balances of cryptocurrency and/or dollars or other supported currency. All cryptocurrency or dollars (or other supported currencies) that are held in your account are held by FTX.US for your benefit. You can load funds into your account from a valid bank account via ACH transfer or wire transfer, or other accepted payment methods such as credit or debit cards. Your balance is in a pending state and will not be credited to your FTX.US Account until after the bank transfer has cleared, usually with 5 business days. We may debit your linked bank account as soon as you initiate payment. Other payment methods may take a longer period to clear, and withdrawals may be limited for a period after a receipt of payments. Your FTX.US Account allows you to hold and transfer US dollars which are held by FTX.US for your benefit at U.S. FDIC-insured banks. FTX.US may impose withdrawal limits on your FTX.US Account from time to time in its discretion. Title to cryptocurrency represented in your FTX.US Account shall at all times remain with you and shall not transfer to FTX.US. Your balances in your FTX.US Account are not segregated and

cryptocurrency or cash are held in shared addresses or accounts, as applicable. A valid purchase of cryptocurrency that is accepted by FTX.US generally will initiate on the business day we receive your instructions. Purchased cryptocurrency or transferred payments will be credited to your FTX.US Account as soon as funds have settled to FTX.US, which in the case of a bank account or credit or debit card may take up to five business days. If FTX.US cannot complete your transaction for any reason (such as price movement, or an order exceeding the maximum order size), FTX.US will reject the order and notify you of such rejection. You will not be charged for a rejected transaction. When you give us instructions to purchase (buy) cryptocurrency, you cannot withdraw your consent to that purchase unless the purchase is not scheduled to occur until a future date, provided that you may withdraw your consent up until the end of the business day before the date is scheduled to take place. FTX.US does not represent or treat assets in your FTX.US Account as belonging to FTX.US. You acknowledge that your FTX.US Account is not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

The use of the Services is subject to a limit on the amount of volume, you may transact or transfer in a given period (e.g., daily). Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. FTX.US reserves the right to change applicable limits as we deem necessary in our sole discretion. To increase transaction limits or upon our request in our discretion, we may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with FTX.US staff (such process, "Enhanced Due Diligence"). FTX.US reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence.

7. Supported Cryptocurrencies. You may only use the Services in connection with those particular cryptocurrencies shown available for sale and purchase on FTX.US website. Services and supported assets may vary by jurisdiction. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a cryptocurrency transfer in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such cryptocurrency in your FTX.US Account. Under no circumstances should you attempt to use your FTX.US Account to store, send, request, or receive cryptocurrency we do not support. FTX.US assumes no responsibility in connection with any attempt to use your FTX.US Account with any cryptocurrency that we do not support. Unless listed for availability of the FTX.US website, we do not support protocols and/or functionality which supplement or interact with cryptocurrency that you may hold in your FTX.US Account, or with forked protocols, metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a cryptocurrency we support. Do not use your FTX.US Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as FTX.US is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item.

We do not own or control the underlying software protocols which govern the operation of cryptocurrency supported on our platform. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. In particular, the underlying

protocols may be subject to sudden changes that materially affect the availability, value, functionality, and/or the name of the cryptocurrency you store in your FTX.US Account. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information in determining whether to continue to use a FTX.US Account for the affected cryptocurrency. In the event of any such operational change, FTX.US reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the FTX.US platform, including temporarily suspending operations for the involved digital currency(ies), and other necessary steps without notice. FTX.US's response to any material operating change is subject to its sole discretion and includes deciding not to support any new digital currency, fork, or other actions.

8. Fees. In general, FTX.US makes money when you purchase or sell digital currency on our Site. A full list of FTX.US fees for your FTX.US Account can be found through our Website. By using FTX.US Services you agree to pay all applicable fees. FTX.US reserves the right to adjust its pricing and fees and any applicable waivers at any time. We may charge network fees (miner fees) to process a cryptocurrency transaction on your behalf. We will calculate the network fee in our discretion. Bank fees charged to FTX.US are netted out of transfers to or from FTX.US. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional funds to cover bank fees if you desire to complete such a transfer.
  
9. Cryptocurrency Transactions. Once a cryptocurrency transfer is submitted to a cryptocurrency network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to confirmation of the transaction by the cryptocurrency network. A cryptocurrency transfer is not complete while it is in a pending state. Pending cryptocurrency transfers that are initiated from a FTX.US Account may reflect a pending transaction status and may not be available to you for use on the FTX.US platform or otherwise while the transaction is pending.

When you or a third party sends cryptocurrency to a FTX.US Account from an external wallet or account not hosted on FTX.US, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner's fees in order for the transaction to be successful. Insufficient network fees may cause a transfer to remain in a pending state outside of FTX.US's control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating a transfer to FTX.US, you attest that you are transacting in a cryptocurrency that is identified as trading on the FTX.US Website which conforms to the particular FTX.US wallet into which funds are directed. FTX.US incurs no obligation whatsoever with regard to unsupported digital currency sent to a FTX.US Account or supported cryptocurrency sent to an incompatible cryptocurrency wallet address. Erroneously transmitted funds will be lost. We recommend customers send a small amount of cryptocurrency as a test prior to initiating a send of a significant amount of supported cryptocurrency.

When you send cryptocurrency from your FTX.US Account to an external address, such transfers are executed at your instruction by FTX.US. You should verify all transaction information prior to submitting instructions to us. FTX.US shall bear no liability or responsibility in the event you enter an incorrect blockchain destination

address. We do not guarantee the identity or value received by a recipient of a transfer initiated by you. Cryptocurrency transfers cannot be reversed once they have been broadcast to the relevant cryptocurrency network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. FTX.US does not control the cryptocurrency network and makes no guarantees that a cryptocurrency transfer will be confirmed by the network.

We may refuse to process or cancel any pending transfers as required by law or any court or other authority to which FTX.US is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further FTX.US Services and/or before permitting you to engage in transactions beyond certain volume limits.

We may allow you to initiate a cryptocurrency transfer to a FTX.US customer by designating that customer's email address. If you initiate a cryptocurrency transfer to an email address, and the recipient does not have an existing FTX.US Account, we will invite the recipient to open a FTX.US Account. If the recipient does not open a FTX.US Account within 60 days, we will return the relevant cryptocurrency to your FTX Account.

If FTX.US elects to offer recurring transaction availability, and you initiate recurring transactions, you authorize us to initiate recurring electronic payments in accordance with your selected cryptocurrency or payments, such as recurring automated clearing house (ACH) debit or credit entries from or to your linked bank account. Your recurring transactions will occur in identical, periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or FTX.US cancels the recurring order. If you select a bank account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the ACH credit or debit will be executed on the next business day, although the cryptocurrency fees at the time of the regularly-scheduled transaction will apply. If your bank is unable to process any electronic ACH debit entry, we will notify you of cancellation of the transaction and may avail itself of remedies set forth in these Terms to recover any amount owed to FTX.US. You agree to notify FTX.US in writing of any changes in your linked bank account information prior to a recurring transaction. FTX.US may, at any time, terminate recurring transactions by providing notice to you.

10. Password Security; Contact Information. You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your FTX.US Account(s) by third-parties and the loss or theft of any cryptocurrency and/or funds held in your FTX.US Account(s) and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your information up to date in your FTX Account in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer screen with someone else when you are logged on to your FTX.US Account. FTX.US will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials. In the event you believe your FTX.US Account(s) information has been compromised, contact us immediately at [support@ftx.us](mailto:support@ftx.us).

11. Unauthorized and Incorrect Transactions. When a transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible by email at [support@ftx.us](mailto:support@ftx.us). Check your transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions to. In any event and without limitation, we are not responsible and you release us from damages and agree to not commence any Disputes (as such term is defined below) for any claim for unauthorized or incorrect transactions unless you have notified us within one (1) year from the first date such transaction posted to your account.
12. Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize FTX.US, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your dollar or cryptocurrency balance in your FTX.US Account or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any transaction or transfer in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if FTX.US suspects the transaction violates our policies and procedures or creates risk to FTX.US, FTX.US will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.
13. Debts. In the event that there are outstanding amounts owed to us hereunder, including in your FTX.US Account, FTX.US reserves the right to debit your FTX.US Account accordingly and/or to withhold amounts from funds you may transfer to your FTX.US Account.
14. Your Content. Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as "User Content". FTX.US does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content. By making any User Content available through the Services you hereby grant to FTX.US a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by FTX.US on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

15. Limited License for Website and Apps. We grant you a limited, nonexclusive, nontransferable license, subject to these Terms, to access and use the FTX.US Services, FTX.US Site, and related content, materials, information (collectively, the "Content") solely for purposes approved by FTX.US from time to time. Any other use of the FTX.US Site or Content is expressly prohibited and all other right, title, and interest in the FTX.US Services, FTX.US Site or Content is exclusively the property of FTX.US and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of FTX.US. "FTXUS.com", "FTX.US", "and all logos related to the FTX.US Services or displayed on the FTX.US Site are either trademarks or registered marks of FTX.US or its licensors. You may not copy, imitate or use them without FTX.US's prior written consent.

If you comply with these Terms, FTX.US grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

With respect to any App that you acquire from the Apple App Store or use on an iOS device, Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries, are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

16. General Prohibitions. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination,

bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, FTX.US's name, any FTX.US trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without FTX.US's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, FTX.US's computer systems, or the technical delivery systems of FTX.US's providers;

(d) Attempt to probe, scan or test the vulnerability of any FTX.US system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by FTX.US or any of FTX.US's providers or any other third party (including another user) to protect the Services;

(f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by FTX.US or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use any meta tags or other hidden text or metadata utilizing a FTX.US trademark, logo URL or product name without FTX.US's express written consent;

(i) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

(k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(l) 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 the Services;

(m) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(n) Impersonate or misrepresent your affiliation with any person or entity;

(o) Violate any applicable law or regulation; or

(p) Encourage or enable any other individual to do any of the foregoing.

FTX.US is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if



we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

17. Links to Third Party Websites or Resources. The Services (including the App) may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.
18. No Assurance of Accuracy. Although we intend to provide accurate and timely information on the FTX.US Site, the content provided through the Services may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the FTX.US Site or through the App are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for cryptocurrency, is for informational purposes only and FTX.US makes no representations or warranties to its accuracy.
19. Promotions. From time to time, FTX.US may make available special offers or conduct promotions for qualifying customers. Subject to applicable laws, FTX.US or the issuer of a cryptocurrency subject to an offer or promotion may establish qualifying criteria to participate in any special promotion its sole discretion. FTX.US may revoke any special offer at any time without notice. Once cryptocurrency has been deposited in a user's cryptocurrency FTX Account, that cryptocurrency becomes the property of the FTX.US user with all applicable property rights, including those noted in these Terms. FTX.US shall have no obligation to make special offers available to all customers. FTX.US makes no recommendation and does not provide any advice about the value or utility of any cryptocurrency subject to a promotion.
20. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your FTX.US Account(s).
21. No Investment Advice or Brokerage. For the avoidance of doubt, FTX.US does not provide investment, tax, or legal advice, nor does FTX.US broker trades on your behalf. All FTX.US trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. FTX.US may provide educational information about cryptocurrency. Information may include, but is not limited to, blog posts, articles, links to to third-party content, news feeds, tutorials, and videos. The information provided does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the content as such. FTX.US does not recommend that any cryptocurrency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any cryptocurrency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. FTX.US will not be held responsible for the decisions you make to buy, sell, or hold cryptocurrency based on the information provided by FTX.US or others.
22. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing,

spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from FTX.US. Always log into your FTX.US Account(s) through the FTX.US Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

23. Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by withdrawing your balances and sending us an email at [support@ftx.us](mailto:support@ftx.us). Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive: Sections 5, 6, 9, 12, 13, 14, 15, 17, 19, 21, 22, 23, this 24, 25, 26, 27, 28, 29, 30, 31, and 32.

If FTX.US suspends or closes your account, or terminates your use of FTX.US Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits FTX.US from providing you with such notice. You acknowledge that FTX.US's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to FTX.US's risk management and security protocols. You agree that FTX.US is under no obligation to disclose the details of its risk management and security procedures to you.

You will be permitted to transfer cryptocurrency or funds associated with your FTX.US Account ninety (90) days after account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order.

24. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.
25. Indemnity. You will indemnify and hold FTX.US and its officers, directors, employees and agents, harmless 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 (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms.
26. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER FTX.US NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, EXPECTED GAINS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FTX.US OR ITS SERVICE PROVIDERS HAS

BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL FTX.US, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR FTX.US ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, 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 FTX.US SITE OR THE FTX.US SERVICES, OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF FTX.US HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF FTX.US'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW.. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE FTX.US SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FTX.US SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. FTX.US DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE FTX.US SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. FTX.US DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE FTX.US SERVICES AND FTX.US SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT FTX.US WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA.

FTX.US makes no representations about the accuracy, order, timeliness or completeness of historical cryptocurrency price data available on the FTX.US Site. FTX.US will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but FTX.US makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 28 are intended to apply only to the extent permitted under New Jersey law.

27. Death of Account Holder. 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 FTX.US Account and during this time, no transactions may be completed until:(i) your designated fiduciary has opened a new FTX.US Account, as further described below, and the entirety of your FTX.US 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. 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 FTX.US 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 FTX.US Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your FTX.US Account. Pursuant to the above, the opening of a new FTX.US Account by a designated fiduciary is mandatory following the death of a FTX.US Account owner, and you hereby agree that your fiduciary will be required to open a new FTX.US Account and provide the information required under these Terms in order to gain access to the contents of your FTX.US Account.

28. Unclaimed Property. If FTX.US is holding funds (whether fiat currency or cryptocurrency) in your account, and FTX.US is unable to contact you and has no record of your use of the Services for several years, applicable law may require FTX.US to report these funds (including fiat currency and cryptocurrency) as unclaimed property to the applicable jurisdiction. If this occurs, FTX.US will try to locate you at the address shown in our records, but if FTX.US is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property.
29. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 32 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and FTX.US are not required to arbitrate will be the state and federal courts located in Alameda County in California, and you and FTX.US each waive any objection to jurisdiction and venue in such courts.
30. Dispute Resolution.
  - (a) Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and FTX.US agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and FTX.US are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
  - (b) Exceptions. As limited exceptions to Section 32(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
  - (c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county, city (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. To the extent the location of the arbitration hearing is more than 100 miles from a

location of FTX.US offices, FTX.US reserves the right to appear by video conference to the fullest extent permitted by law.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 32(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND FTX.US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Effect of Changes on Arbitration. Notwithstanding the provisions of Section 3 "Changes to Terms or Services" above, if FTX.US changes any of the terms of this Section 32 "Dispute Resolution" after the date you most recently accepted these Terms, you may reject any such change by sending us written notice (including by email to [support@ftx.us](mailto:support@ftx.us)) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of FTX.US's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and FTX.US in accordance with the terms of this Section 32 "Dispute Resolution" as of the date you most recently accepted these Terms.

(h) Severability. With the exception of any of the provisions in Section 32(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

### 31. General Terms.

(i) Reservation of Rights. FTX.US and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(j) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between FTX.US and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between FTX.US and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise,

without FTX.US's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. FTX.US may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. In the event that FTX.US is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

(k) Notices. Any notices or other communications provided by FTX.US under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(l) Waiver of Rights. FTX.US's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of FTX.US. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. These Terms shall not be construed to waive rights that cannot be waived under applicable state laws in the state where you are located.

(m) Relationship of the Parties. FTX.US is an independent contractor for all purposes. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and FTX.US to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or FTX.US to be treated as the agent of the other.

(n) Force Majeure. We shall not be liable for delays, failures to execute trades, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, denial of service attacks, hacking, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is substantially beyond our control or not directly caused by us and shall not affect the validity and enforceability of any remaining provisions.

32. Contact Information. If you have any questions about these Terms or the Services, please contact FTX.US at [support@ftx.us](mailto:support@ftx.us) or by registered or certified mail to the following address:

West Realm Shires Services, Inc. d/b/a FTX US

2000 Center St 4th Fl

Berkeley CA 94704

## APPENDIX 1: Prohibited Businesses and Prohibited Jurisdictions

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By opening a FTX.US Account, you confirm that you will not use FTX.US Services in connection with any of following businesses, activities, practices, or items:

We prohibit businesses who use or intend to use its services in connection with any of following businesses, activities, practices, or items:

- o Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes

- o Restricted Financial Services: Check cashing, bail bonds; collections agencies.

- o Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder

- o Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen

- o Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis

- o Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs

- o Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body

- o Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)

- o Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features

- o Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs

- o Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

- o High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

We prohibit access to our Services in the following jurisdictions:

- Any jurisdiction that is subject to the sanctions programs administered by the U.S. Treasury and other governing bodies.
- New York and Washington
- Any jurisdiction that we may determine poses elevated financial risk, legal liability, or violates card network or bank policies



## APPENDIX 2: E-Sign Disclosure and Consent

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This policy describes how FTX.US delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

### **Electronic Delivery of Communications**

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your FTX.US Account(s) and your use of FTX.US Services. Communications include:

- Terms of use and policies you agree to (e.g., the FTX.US User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the FTX.US website, emailing them to you at the primary email address listed in your FTX.US profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

### **Hardware and Software Requirements**

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;
- A valid email address (your primary email address on file with FTX.US); and
- Sufficient storage space to save past Communications or an installed printer to print them.

### **How to Withdraw Your Consent**

You may withdraw your consent to receive Communications electronically by contacting us at [support@ftx.us](mailto:support@ftx.us) . If you fail to provide or if you withdraw your consent to receive Communications electronically, FTX.US reserves the right to immediately close your Account or charge you additional fees for paper copies.

### **Updating your Information**

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if FTX.US sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, FTX.US will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team.