

BAM PLATFORM TERMS OF USE

Last Updated: January 17, 2020

This Terms of Use, as amended, supplemented or otherwise revised from time to time in accordance with its terms and conditions ("**User Agreement**"), is a contract between you and BAM Trading Services Inc. ("**BAM**," doing business as "**Binance US**"), a Delaware corporation. If you do not agree to be bound by this User Agreement, please do not use or access our Services (as defined below).

References in this User Agreement to "we", "our" or "us", are to BAM, and references to "you" or "your" are to the person with whom BAM enters into this User Agreement.

You must read in its entirety, agree with, and accept all the terms and conditions contained in this User Agreement, including any documents, materials or information incorporated by reference herein, before you use any Services. Examples of documents, materials or information incorporated by reference include but are not limited to:

- Trading Rules (as defined below);
- Linked Wallet Addendums relating to the operation of specific Linked Wallets that BAM may include from time to time;
- Privacy Policy; and
- any other schedule/addendum that BAM may include from time to time.

In the event of any inconsistency between the User Agreement and any documents, materials or information incorporated by reference, the applicable provisions incorporated by reference shall prevail to the extent of such inconsistency or conflict.

BAM may introduce and provide new Services from time to time and shall notify you through email of any new terms and conditions governing such Services as they are introduced. Such terms and conditions will supplement, form part of the User Agreement and take effect from such date as BAM shall stipulate or in the absence of express stipulation, immediately upon notice being given to you.

By accessing the Website, the BAM APIs (where available), opening any Account with BAM and/or using any Services made available through the Website or the BAM APIs (where available), as the case may be, you agree that you have read, understood and accepted and agree to be legally bound by, all of the terms and conditions contained in this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy, any schedule/addendum that BAM may include from time to time and any other documents, materials or information incorporated by reference into this User Agreement, as amended, supplemented or replaced from time to time.

As this is a legally binding contract, please carefully read through this User Agreement and related notices before using any of our Services. Should you disagree with any of the terms or conditions in this User Agreement, please stop the usage of all Services.

Definitions

In this User Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- "**Account**" means an account of the User opened and maintained with BAM for purposes of procuring any Services.

- "**Airdrop**" has the meaning given to it in the section titled "Certain Risks Relating to Digital Assets" below.
- "**API**" means application programming interface.
- "**BAM APIs**" means the APIs made available by BAM to you as a service, including without limitation such APIs that facilitate your access to the Services and/or the BAM Platform, and any services, functions and features made available through such APIs by or on behalf of BAM.
- "**BAM**" has the meaning ascribed to it in the recital above.
- "**BAM Platform**" means the Digital Assets trading platform described in the section titled "BAM Services" below.
- "**Business Day**" means all days excluding Saturdays, Sundays and any bank holiday in the State of California.
- "**Corporate Account**" means an account in the name of a corporation, legal person, entity or other organization.
- "**Corporate Account Users**" means a corporation, legal person, entity or other organization for whom BAM is maintaining or continuing to maintain one or more Corporate Account(s) for the provision of the Services.
- "**Complaint Offer**" has the meaning given to it in the section titled "User Complaints" below.
- "**Digital Asset**" means any digital asset (also known as a "cryptocurrency" or "virtual currency") including but not limited to bitcoin and ether, which is issued, stored and/or transferred based on the protocol of a computer network known as a blockchain or a public transaction ledger.
- "**Dominant Digital Asset**" has the meaning given to it in in the section titled "Certain Risks Relating to Digital Assets" below.
- "**Email Account**" has the meaning given to it in the section titled "General Terms And Conditions" below.
- "**Enhanced Due Diligence**" has the meaning given to it in in the section titled "BAM Accounts And Access" below.
- "**Fork**" has the meaning given to it in in the section titled "Certain Risks Relating to Digital Assets" below.
- "**Indemnified Persons**" has the meaning given to it in in the section titled "Liability" below.
- "**Instruction**" means any instruction, request or order given to BAM (whether through the BAM APIs or otherwise) in relation to the operation of any Account or to execute any Transaction, through such medium and in such form and manner as BAM may require, and includes any instruction, request, or order to revoke, ignore or vary any previous instruction, request, or order in respect of any Account or Transaction.
- "**Limits**" has the meaning given to it in in the section titled "Transactions" below.
- "**Linked Wallet**" means any wallet or account linked to an Account which is used for the custody of any fiat currency and/or Digital Asset to be traded on the BAM Platform. A Linked Wallet may be operated by BAM or a third party, and may be an omnibus wallet or account linked to multiple Users and/or Accounts.
- "**Linked Wallet Addendum**" means the additional terms and conditions between you and BAM in relation to Linked Wallets operated by BAM or a third party, as set out in the addendums to this User Agreement which are incorporated by reference to this User Agreement.
- "**Market Maker**" means a person who on an organized, continuous and systematic basis enters into Transactions in Digital Assets on the BAM Platform for its own account and thereby creates a market for such Digital Assets. For the avoidance of doubt, a Market Maker is also a User.

- **"Master Account"** means the primary account for certain Corporate Account Users that is opened and maintained with BAM for purposes of procuring any Services.
- **"Materials"** has the meaning given to it in the section titled "Intellectual Property" below.
- **"Non-Dominant Digital Asset"** has the meaning given to it in in the section titled "Certain Risks Relating to Digital Assets" below.
- **"Personal Account"** means an account in the name of a natural person that is used primarily for personal, family, or household purposes.
- **"Privacy Policy"** means BAM's privacy policy, as amended, supplemented or replaced from time to time.
- **"Restricted States"** mean Alabama (AL), Connecticut (CT), Florida (FL), Georgia (GA), Hawaii (HI), Idaho (ID), Louisiana (LA), New York (NY), North Carolina (NC), Texas (TX), Vermont (VT) and Washington (WA). The list of Restricted States is subject to change at any time. In the event a state becomes a Restricted State, BAM will provide Users residing in that state with notice via email, a notification on BAM's site, or other means deemed necessary regarding their access to the Services.
- **"Sanctions Laws"** has the meaning given to it in the section titled "General Terms And Conditions" below.
- **"Security Breach"** has the meaning given to it in the section titled "General Terms And Conditions" below.
- **"Services"** means the Trading Services, the BAM APIs and the services described in the section titled "BAM Services" below.
- **"SMS"** means short message services.
- **"Staking"** has the meaning given to it in in the section titled "BAM Services" below.
- **"Sub-Account"** means a segregated account nested under a Master Account.
- **"Tax"** or **"Taxes"** means all taxes, duties, levies, charges, imposts and withholdings chargeable by, or payable to, any national, federal, state or municipal taxation or customs/excise authority (including any penalty, fee, or interest payable in connection with any failure to pay or any delay in paying any of the same).
- **"Trademark"** has the meaning given to it in in the section titled "Intellectual Property" below.
- **"Trading Rules"** means the BAM Platform Trading Rules, as reflected on our website, as amended, supplemented or replaced from time to time.
- **"Trading Services"** has the meaning given to it in in the section titled "BAM Services" below.
- **"Transaction"** means any sale, purchase or other transaction in such Digital Asset(s) or such other asset(s) or product(s) as BAM may from time to time permit to be carried out on the BAM Platform.
- **"Transaction History"** has the meaning given to it in in the section titled "Our Communication With You" below.
- **"U.S."** means the United States of America and a "U.S. Person" means any of the following:
 - a United States citizen;
 - a United States resident; meaning (i) a green card holder, or (ii) an individual physically present in the U.S. for 31 days in the current calendar year and 183 days during the three (3) year period that includes the current year and the two (2) years immediately before that, counting: (I) all the days present in the U.S. in the current year, (II). 1/3 of the days present in the U.S. in the first year before the current year, and (III) 1/6 of the days present in the U.S. in the second year before the

- current year; or (iii) an individual designated a resident for U.S. tax purposes; or (iv) an individual with a U.S. mailing address or U.S. telephone number;
- a corporation partnership or entity organized or existing under the laws of any state territory or possession of the U.S.;
- an estate or trust of which any executor, administrator or trustee is a U.S. Person;
- an agency or branch of a foreign entity located in the U.S.;
- a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a U.S. Person;
- a non-U.S. partnership, corporation or entity owned or controlled by a U.S. Person (ownership of 10% or more by a U.S. Person); or
- a partnership, corporation or entity with a U.S. mailing address or U.S telephone number.
- **"USD"** means the lawful currency of the United States of America.
- **"User"** means any individual, corporation, legal person, entity or other organization for whom BAM is maintaining or continuing to maintain one or more Account(s) for the provision of the Services, including you.
- **"User Material"** has the meaning given to it in the section titled "User Material And Feedback" below.
- **"Website"** means BAM's website at <https://www.binance.us>.
- **"2FA"** means two-factor authentication.

BAM Services

- **Eligibility.** To be eligible to use the Services, you must satisfy all of the following conditions or prerequisites:
 - you are an individual, corporation, legal person, entity or other organization with full power, authority and capacity to (i) access and use the BAM Platform and/or the Services and (ii) enter into and deliver, and perform your obligations under, this User Agreement and any agreement entered into pursuant to, or in connection with, the terms of this User Agreement;
 - unless otherwise agreed in writing, you are a U.S. Person but not be a resident of one of the Restricted States;
 - (in the case of an individual) you are at least 18 years old and have full mental capacity to enter into this User Agreement and any agreement entered into pursuant to, or in connection with, the terms of this User Agreement, and to make decisions regarding your transactions;
 - all of your representations and warranties set out in this User Agreement (including, without limitation, the representations and warranties listed in in the section titled "Representations And Warranties" below) and any and all agreement(s) entered into pursuant to, or in connection with, the terms of this User Agreement, being true, accurate, correct and complied with in all respects at all times;
 - you have performed all of your covenants, agreements, obligations or undertakings under this User Agreement and any and all agreement(s) entered into pursuant to, or in connection with, the terms of this User Agreement; and

- such other conditions or prerequisites that BAM or the operators of any Linked Wallets may impose from time to time in its sole and absolute discretion, including but not limited to the Linked Wallet Addendum(s).

BAM shall have the right to terminate, suspend or restrict your access to your Account(s), as well as take any other action as we deem necessary, in the event that you are not, or are no longer, eligible to use the Services. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

- **Digital Assets Trading Platform.** BAM operates the BAM Platform which provides Digital Asset trading services to Users (“**Trading Services**”). Users may carry out the following trades on the BAM Platform:
 - sale of a Digital Asset for fiat money or another Digital Asset; and
 - purchase of a Digital Asset with fiat money or another Digital Asset.

In order to provide a liquid market and prices for Digital Assets, you acknowledge and accept that third parties, which may include affiliates or related corporations of BAM, may act as Market Makers and transact on the BAM Platform as your counterparty.

- **Staking Services.**
 - Users that hold certain Digital Assets on BAM may be eligible to stake those assets in a third party proof of stake network via Staking services provided by BAM and its affiliates. Unlike Proof of Work blockchains that rely on miners to verify and validate new blocks in exchange for rewards, Proof of Stake blockchains rely on validators who have put up existing assets as collateral to verify and validate new blocks. The rewards for validators are a proportion of collateral (i.e. of the assets staked), where staking is the process of holding certain Digital Assets in a digital wallet to support the operations of a blockchain network.
 - BAM or its affiliates will stake the Digital Assets that Users designate for Staking services by acting as a transaction validator on the applicable network for the Digital Asset being staked. If BAM successfully validates a block of transactions in a particular Digital Asset, Users may earn a reward granted by that Digital Asset’s network. The reward will be determined by the protocols of the applicable network. BAM will distribute Staking rewards to Users that have designated certain of their Digital Assets after BAM or its affiliates receives the Staking Rewards.
 - Staking services may be made available to Users for Digital Assets where staking functionality is available on BAM. However, Users are not required to stake with BAM to maintain an Account or use BAM’s Services. Users may opt-in or opt-out of Staking services at any time.
 - There is no guarantee that Users will receive a Staking reward when they designate their Digital Assets for Staking services. Users are only eligible to receive a Staking reward if BAM successfully validates a block of transactions in Digital Asset being staked. Users do not have a right to a Staking reward until it is received by BAM or its affiliates, at which time BAM or its affiliates will promptly transfer the User’s portion of the Staking reward to their Account. BAM will use commercially reasonable efforts to stake any Digital Assets for which you are using BAM staking services.
 - In the event that BAM or its affiliates incur a penalty (e.g., through slashing) for its failure to validate a block after being selected by a particular network, BAM shall reimburse Users in the

proportional amount to ensure that Users do not incur a financial loss and are made whole. For the avoidance of doubt, Users shall not be entitled to an amount greater than the amount Users deposited with BAM.

- **Other BAM Services.** In addition to the Trading Services, BAM may make available other services from time to time, to persons deemed to be eligible for such services under BAM's sole discretion, which shall be subject to such terms and conditions as may be prescribed by BAM and published on the Website.
- **Fees.** A full list of BAM's fees can be found on BAM's fee schedule currently in effect as published on BAM's Website. BAM shall have sole and absolute discretion to adjust from time to time the fees BAM may charge Users in connection with the Services, which shall be binding on you if you continue to maintain your Account or use the Services after the effective dates of such fee adjustments. You agree to pay BAM any and all prevailing fees charged by BAM from time to time in connection with the provision or use of the Services.

BAM Accounts And Access

- **Opening of BAM Account.** In order to use the Services, you will need to apply for an Account by (a) providing your real name, email address (temporary, disposable, self-destructive or similar email addresses are prohibited) and such other information as we may require, (b) selecting a password and (c) accepting the terms and conditions of this User Agreement and the Privacy Policy. You will also be required to open and maintain accounts with Linked Wallet operators, and accept the terms and conditions of the Linked Wallet operator and any Linked Wallet Addendum(s) prescribed by BAM in order to use certain Services. We reserve sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever, or limit the number of Account(s) that you may hold. Under no circumstances shall any of the Indemnified Persons be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs arising from our decision to reject your application to open an Account.
- **Identity Verification.** As a money services business registered with the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN), BAM is required to, among other things, identify users on our platform. 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 crime and permit us to keep a record of such information for at least 6 years (see below for details). You will need to complete certain verification procedures before you are permitted to use the Services and your access to one or more Account(s) or the Services, and the limits that apply to your use of the Account(s) or the Services may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number and scans of government-issued identity documents. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your Account(s) plus 6 years beyond the termination of your Account(s). 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, money laundering, terrorist financing or other financial crime, and to take any action we 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 identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, BAM shall have the right to send

you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.

- **Enhanced Due Diligence.** We may require you to submit additional information about yourself or your business, provide records or documentation, or have face to face meetings with representatives of BAM (such process, "Enhanced Due Diligence"). We reserve the right to charge you any costs and fees associated with such Enhanced Due Diligence.
- **Access.** To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the Internet. Your Account(s) or the Services can be accessed directly using the Website or by such other mode of access (including but not limited to through the BAM APIs) as BAM may prescribe from time to time. The use of the Website and other methods may be subject to such additional terms as may be prescribed by BAM.
You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication. We require multi-factor authentication to keep your Account(s) safe and secure. As a result, you may be required to use at least two forms of authentication when accessing your Account(s) and performing certain operations in your Account(s). Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through SMS or a specified and supported 2FA application. If you choose to install and use a 2FA application on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a "rooted" (Android) or "jailbroken" (iOS) device. We reserve the right in our sole discretion to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you. You must update to the most recent operating system(s) supported by BAM or its affiliates on your necessary equipment (such as a computer or smartphone) as soon as such operating system(s) update becomes available. We reserve the right in our sole discretion to limit or suspend the Services offered to you if you attempt to access your Account or the Services on an outdated or unsupported operating system(s).
- **Account Usage (Personal Accounts).** You must ensure that Account(s) registered under your name will not be used by any other person. You must notify us immediately of any breach of security, loss, theft or unauthorized use of your username, password or security information. BAM reserves the right to terminate, suspend or restrict your access to any Account(s) if there is reasonable suspicion by us that the person logged into your Account(s) is not you or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any Account(s).
- **Account Usage (Corporate Accounts).** Corporate Account Users must ensure that Corporate Account(s) registered under your name will not be used by persons that have not completed identity verification, as described in Section 2.2. You must notify us immediately of any breach of security, loss, theft or unauthorized use of your username, password or security information. BAM reserves the right to terminate, suspend or restrict your access to any Corporate Account(s) if there is reasonable suspicion by us that the person logged into your Corporate Account(s) is not the natural person authorized to use the Corporate Account or if we suspect that the Corporate Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities),

damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any Corporate Account(s). At BAM's discretion, Corporate Account Users may access the Sub-Account feature on the BAM Platform. Each natural person associated with a Sub-Account must undergo identity verification, as described in Section 2.2. Only one natural person may be associated with a particular Sub-Account. You must notify us immediately of any breach of security, loss, theft or unauthorized use of your username, password or security information. BAM reserves the right to terminate, suspend or restrict your access to any or all of the Service, if we determine that more than one natural person has access to and/or transacts using the same Sub-Account, or if we suspect that Sub Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any Corporate Account(s).

- **Safeguarding your Account details, password and API keys.** You undertake to maintain at all times adequate security and control of all of your Account details, passwords, personal identification numbers (PINs), API keys, API secret keys, or any other codes that you use to access your Account(s) or the Services or to send any Instruction to us.
- **Information.** We reserve the right to request for, and you agree to provide, any and all such information and documents which are relevant or necessary in connection with the use of the BAM Platform and/or the Services.
- **Closing your Account.** You may terminate your Account(s) at any time by following the account termination procedures as prescribed by BAM from time to time. You will not be charged for terminating your Account(s), although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

Representations And Warranties

- **Representations and Warranties.** You hereby represent and warrant to BAM at all times that:
 - you have full power, authority and capacity to (i) access and use the BAM Platform and/or the Services and (ii) enter into and deliver, and perform your obligations under, this User Agreement and any agreement entered into pursuant to, or in connection with, the terms of this User Agreement;
 - this User Agreement and any agreement entered into pursuant to, or in connection with, the terms of this User Agreement constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms;
 - if you are an entity, you are duly incorporated, duly organized, and validly exist under the laws of your jurisdiction and have full power to conduct your business, and if you are an individual, you are not less than 18 years of age and have full mental capacity to enter into this User Agreement and any agreement entered into pursuant to, or in connection with, the terms of this User Agreement, and to make decisions regarding your investments or transactions;
 - all consents, permissions, authorizations, approvals and agreements of third parties and all authorizations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency or other organization having jurisdiction over you which are necessary or desirable for you to obtain in order to (i) access and use the BAM Platform and/or the Services and (ii) enter into and deliver, and perform the transactions contemplated under this User Agreement and any agreement entered into pursuant

- to, or in connection with, the terms of this User Agreement, have been unconditionally obtained in writing and have been disclosed in writing to us and have not been withdrawn or amended;
- your access and use of the BAM Platform and/or the Services, your execution and delivery of, and the performance of your obligations under this User Agreement and any agreement entered into pursuant to, or in connection with, the terms of this User Agreement, will not:
 - if you are an entity, result in a breach of or conflict with any provision of your constitution (or equivalent constitutive documents);
 - result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and
 - result in a breach of any applicable laws, rules or regulations or of any order, decree or judgment of any court, any award of any arbitrator or those of any governmental or regulatory authority in any jurisdiction;
 - all documents and information you have provided to BAM are true, accurate, complete and up-to-date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the BAM Platform or to utilize any of the Services; and
 - you will not:
 - breach this User Agreement or any agreement entered into pursuant to, or in connection with, the terms of this User Agreement;
 - violate or attempt to violate any law, statute, or ordinance;
 - violate BAM's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - act in a manner that is defamatory, trade libelous, threatening or harassing;
 - provide false, inaccurate or misleading information;
 - engage in potentially fraudulent or suspicious activity and/or transactions;
 - refuse to cooperate in any investigation or provide confirmation of your identity or the accuracy of any information you provide to us;
 - receive or attempt to receive funds from both BAM and the other User for the same transaction during the course of a dispute;
 - conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties or other liability to BAM, other Users, third parties or you;
 - allow your Account(s) or your balances held in the Linked Wallet(s) to have a negative balance;
 - take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
 - facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

- use an anonymizing proxy;
- use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- use any temporary, disposable, self-destructive, or similar email address when opening any Account and/or using the Services;
- use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website or the Services; or
- take any action that may cause us to lose any of the services from our internet service providers, or other suppliers.

Transactions

- **Trading Rules.** You agree to adhere to, and be bound by, the Trading Rules. BAM may, from time to time at its sole and absolute discretion, amend, supplement or replace the Trading Rules, which shall be binding on you if you continue to maintain your Account(s) or use any of the Services after the effective date of any such amendment, supplement or replacement of the Trading Rules.
- **Market Makers.** You acknowledge, agree, and accept that:
 - one or more Market Makers (which may include affiliates or related corporations of BAM acting in such capacity) may be appointed by BAM to promote liquidity on the BAM Platform, and any such Market Makers may enter into Transactions with you as your counterparty;
 - Market Makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions; and
 - under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity as a result of the market making activities of the Market Makers.
- **Limits.** You may be subject to limits on the value of Transactions, or deposits into or withdrawals out of the Linked Wallet(s) (together, "**Limits**"), stated in USD, that you may transact in a given period (e.g. daily). To view the Limits applicable to you, please check the Website. Your Limits may vary in accordance with BAM's sole and absolute discretion. We reserve the right to change any applicable Limits from time to time in our sole and absolute discretion. If you wish to increase any of the current Limits applicable to you, you may submit a request to our user support. In respect of any such request, we may, in our sole and absolute discretion, increase your Limit, lower your Limit, or maintain your current Limit, in each case subject to any further conditions that we may impose on you.
- **Enhanced Due Diligence.** In respect of any request to increase all or any of the current Limits applicable to you, we may require Enhanced Due Diligence measures to be conducted. We reserve the right to charge you any costs and fees associated with such Enhanced Due Diligence.
- **Unauthorized Transactions.** You are solely responsible for the control and use of your Account(s) and any Instruction sent from your Account(s) is deemed to be authorized and is binding on you. We are not obliged to verify the identity or authority of any person(s) using your Account(s) and we shall be at liberty to accept and place full reliance on any Instruction sent from your Account(s). If you notice any unauthorized or suspicious activity in your Account(s), you must notify us immediately. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits,

business or opportunities), damages or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' reliance on any Instruction sent from your Account(s).

- **Retention of Transaction Information.** To facilitate compliance with global industry standards for data retention, you agree to permit us (but agree to not require us) to keep a record of all Transaction information for the lifetime of your Account(s) plus 6 years beyond the termination of your Account(s).

Your Instructions And Authorizations

- **Instructions.** You are solely responsible for accurately entering any Instruction, including but not limited to all the necessary information in order to enable us to carry out any Instruction. BAM is not obliged to verify the accuracy or completeness of any such information or Instruction, or for monitoring or refusing to process duplicate Instructions. Your Instructions shall be irrevocable and unconditional and shall be binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent. Your Instruction shall not be considered to be received by BAM unless and until it has been received by BAM's server. Additionally, BAM's records of all Instructions shall be conclusive and binding on you for all purposes.
- **Our Discretion.** You acknowledge and agree that BAM may, in its sole and absolute discretion for any reason or no reason whatsoever, refuse to act upon or defer acting on any Instruction, or seek further information with respect to the Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' refusal or delay in acting upon any Instruction.
- **Your Identity or Authority.** We shall not be under any obligation to verify the identity or authority of any person giving any Instruction and the authenticity of such Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, arising from any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services or transaction made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity or authorization in the terms of such Instruction.
- **Notification of Instructions.** BAM may transmit a notification to you upon receipt of any deposit or withdrawal Instruction from you. You are responsible to ensure that the details in any such notification transmitted to you are in accordance with your Instruction. Completion notification that an Instruction and/or a Transaction has been effected by BAM may be provided to you via electronic communications. Any such completion notification transmitted to you shall be deemed to have been received by you immediately after transmission. You are required to contact us if you do not receive any completion notification within the time usually required for a similar notification to be received.
- **Credit/Debit Authorization.** You hereby authorize BAM to credit or debit (or provide settlement information to third parties for the purposes of the third party crediting or debiting) your Digital Assets and/or fiat monies from your Account(s) or any of the Linked Wallet(s) in accordance with your Instruction. We reserve the right not to effect any Transaction if you have insufficient fiat monies or Digital Assets in your Account(s) or the Linked Wallet(s) (i.e. less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction).

Our Communication With You

- **Account Communication.** You agree and understand that all communication with you will be via email or another method that BAM may prescribe from time to time. We will use the email address on record for your Account as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record shall be considered valid and binding for all purposes. If any email communication is returned as undeliverable, we retain the right to block your Account(s) and access to the Services until you provide and confirm a new and valid email address.
- **Account History.** Information on your past Transaction(s) ("**Transaction History**") will be made available on the BAM Platform. Your Transaction History contains all of your trading activity on the BAM Platform. We will use commercially reasonable efforts to ensure that the information contained in the notices we send you and your Transaction History is reasonably accurate and reliable.
- **Account Review and Acknowledgment.** It is important for you to understand that it is your sole responsibility to review your Transaction History and any notices or communications sent by us. If for any reason you are unable to do so, or you do not receive our notices or communications, it is your responsibility to notify us immediately.

Suspension, Termination, And Cancellation

- **Suspension, Termination, and Cancellation.** We may from time to time in our sole and absolute discretion: (a) refuse to complete or block, cancel or reverse any Transaction you have authorized or instructed, (b) terminate, suspend or restrict your access to any or all of the Services, (c) terminate, suspend or restrict your access to any or all of your Account(s), and/or (d) refuse to transmit information or Instructions to third parties (including but not limited to third-party Linked Wallet operators), in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where:
 - we are required to do so by any applicable law or regulation, or any court or authority to which we are subject in any jurisdiction;
 - we have determined or suspect that you have breached any terms and conditions in this User Agreement (including the Linked Wallet Addendum(s) or any other documents, materials or information incorporated by reference herein), Trading Rules and/or the Privacy Policy;
 - we have determined or suspect that you have breached any terms and conditions imposed by the operator of any Linked Wallet or you have revoked any authorization provided to us in the Linked Wallet Addendum(s);
 - we have determined or suspect that any Transaction is unauthorized, erroneous, fraudulent or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorized or unlawful manner;
 - we have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime;
 - use of your Account is subject to any pending or ongoing litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;

- you have taken any action that may circumvent our controls such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time;
- you have not complied with the terms under the User Agreement (including the Linked Wallet Addendum(s) or any documents, materials or information incorporated by reference herein), Trading Rules and/or the Privacy Policy; or
- you have terminated the Linked Wallet(s) that you are required to maintain to use certain Services or you have not complied with the terms and conditions imposed by the operator of any Linked Wallet(s) or you have revoked the authorizations provided to us in the Linked Wallet Addendum(s).

You hereby acknowledge and agree that our decision to take certain actions, including, without limitations, to terminate, suspend or restrict your access to your Account(s) or the Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with the terms of this section.

Liability

- **Indemnification.** You agree to keep (a) BAM, (b) BAM's shareholders, joint venture parties, affiliates and related corporations and entities, and (c) the officers, directors, employees, representatives, agents, suppliers and service providers of all of the persons and entities described in (a) and (b) ((a), (b) and (c) collectively, the "**Indemnified Persons**"), fully indemnified and held harmless from and against any and all losses, liabilities, costs, claims, charges, actions, demands and expenses (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur, suffer or which may be made against them as a result of, or in relation to (i) any sum or obligation expressed to be payable or liable to be performed under this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy and/or any agreement entered into pursuant to, or in connection with, the terms of this User Agreement, the Trading Rules, the Linked Wallet Addendums and/or the Privacy Policy not being paid or performed by you by the time, on the date and otherwise in the manner specified in this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy and/or such other agreement, (ii) any breach of representation, warranty, agreement or undertaking by you under this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy and/or any agreement entered into pursuant to, or in connection with, the terms of this User Agreement, the Trading Rules, the Linked Wallet Addendums and/or the Privacy Policy, (iii) any breach or violation by you of any law, rule or regulation, or the rights of any third parties, and/or (iv) any act, omission, negligence, breach, offence or default committed or attributable to you.
- **Limitations of Liability.** In no event shall any of the Indemnified Persons be liable to you or any other person or entity for any loss of business, profits or opportunities, or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of or in connection with our Website, the BAM Platform, your Account(s), the Services, this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy and/or any agreement entered into pursuant to, or in connection with, the terms of this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy or otherwise. Our liability, and the liability of the Indemnified Persons, to you or any third parties in any circumstance is limited to the actual amount of loss or damage which is caused directly and is reasonably

foreseeable by our breach of this User Agreement, and shall not in any event exceed USD 3,000. Such sum shall be paid as liquidated damages by us to you in full and final settlement and satisfaction of our entire liability and the Indemnified Persons' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of this User Agreement. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

- **No Warranties.** The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Website, the BAM Platform, any of your Account(s) or the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely or error-free. We will make reasonable efforts to ensure that Transactions on the BAM Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.
- **Safety and Security of your Computer and Devices.** BAM is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware 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 us. BAM's user support will never ask to screen share or otherwise seek to access your computer or Account(s); similarly, we will not ask for your 2FA codes. Always log into your Account(s) through the Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
- **No Liability for Breach.** We are not liable for any breach of this User Agreement or any agreement entered into pursuant to, or in connection with, the terms of this User Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any laws, rules or regulations.

User Complaints

- **Complaints.** In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant, in the manner described on our user support webpage. BAM will then open a support ticket and a user complaints officer ("**Complaint Officer**") will consider your complaint. The Complaint Officer will consider your complaint without prejudice based on the information you have provided and any information that we have based on our records. Within thirty (30) Business Days of our receipt of your complaint, the Complaint Officer will use reasonable endeavors to address points raised in your complaint and the Complaint Officer may: (i) offer to resolve your complaint in the way you have requested; (ii) reject your complaint and set out the reasons for the rejection; or (iii) offer to resolve your complaint with an alternative proposal or solution. In exceptional circumstances, if the Complaint Officer is unable to respond to your complaint within thirty (30) Business Days, the Complaint Officer will use reasonable endeavors to send you a holding response indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Complaint Officer will respond to your complaint (which will be no later than thirty (30) Business Days from our receipt of your complaint).

- **Offers.** Any offer of resolution made to you will only become binding on us if accepted by you. An offer of resolution will not constitute any admission by us of any wrongdoing or liability regarding the subject matter of the complaint.

Data Protection

- **Personal Data.** You agree to and consent to the collection, use, disclosure, and processing of personal data you provide to us and your personal data in accordance with BAM's Privacy Policy.
- **You warrant and represent that:**
 - before providing any such personal data to us, you have read and understood our Privacy Policy and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and
 - you have obtained all necessary consents from each individual to whom such personal data relates for the disclosure of such individual's personal data to BAM and/or other relevant parties as specified in the Privacy Policy for such persons' collection, use and/or disclosure for the purposes specified therein, that such consents have not been withdrawn, that such disclosure is made in accordance with all applicable data protection and data privacy laws, and that such data is accurate, up to date and relevant when disclosed.

Intellectual Property

- As between you and us, we and/or our licensors retain ownership of all right, title and interest (including intellectual property rights) in and to the information, data, text, images, links, sounds, graphics, videos and/or other material provided to you through the Website or such other mode of access (including but not limited to through the BAM APIs) as BAM may prescribe from time to time or the Services (including copyright in all works and other subject matter) ("**Materials**") and the BAM APIs, and any improvements, enhancements or modifications thereto made by us or any third party. No part of the same may be reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, or transmitted in any manner or by any means or stored in an information retrieval system without our prior written permission and/or that of the relevant rights owner. You may not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Materials or the BAM APIs save as expressly permitted under the terms of this User Agreement.
- You may only access and use the Materials on the Website (or such other mode of access (including but not limited to through the BAM APIs) as BAM may prescribe from time to time) for personal, non-commercial uses (save that enterprise users may access and use the Materials for internal business purposes) and shall not modify the Materials in any manner. Except for the foregoing, no rights or licenses, express or implied, are hereby granted to you with respect to any of our intellectual property rights or under any patents, copyrights or trade secrets as a result of our course of dealings with you hereunder.
- You may not, without our permission, "deep-link" to any part of the Website, "frame" or "mirror" any Materials contained on the Website on any other server. You agree not to use the Website and/or the Materials in any manner which breaches any applicable law or regulation or causes or which may cause an infringement of any third-party rights.
- In the event that you are authorized by us to download software or Materials associated with such software from the Website, the software, including any files, images incorporated in, linked to or generated by the software, and data accompanying the software is licensed to you subject to your compliance with any

relevant license terms and conditions accompanying such software or as we may from time to time notify you of.

- The Trademarks, service marks and logos ("**Trademarks**") used and displayed on or through the Website or the Services are registered and unregistered Trademarks of the relevant mark owners of BAM and our licensors. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website, without our written permission or that of other Trademark owners. We prohibit the use of the Trademarks, any entity name, trade name, company name of ours or any other Trademark owned by us as a "hot" link to any website unless establishment of such a link is approved in advance by us in writing.

User Material And Feedback

- If you provide any reviews, posts, information, data and comments on the Website (through our "**Contact Us**" pages or otherwise), via our Services, or to us ("**User Material**"), you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable, transferable license to do all acts comprised in the intellectual property rights in respect of such User Material, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute or develop the same in all forms of media whether now known or in the future invented, for the purposes of operating the Website and for our business purposes (including where permitted by law, data analytics). You represent and warrant that you own or have the necessary rights, consents and permissions to grant the foregoing rights to us, and that your User Materials are your own original works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third party. You agree and acknowledge that: (i) we are not responsible for any User Material (whether provided by you or by third parties) which may be made available on the Website, and (ii) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.
- We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Website (including any User Material) which in our sole opinion is unlawful, violates the terms of this User Agreement or could subject us or any of our affiliates, directors, employees, officers or third-party service providers to liability. We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your user accounts (if any), or suspending your access to the Website. We shall also have the right to restrict, refuse or ban you from any and all future use of any other product, service and/or facility provided or offered by us.
- Any feedback and suggestions submitted to us via the Website or through the Services shall be deemed and remain our property, and we shall be free to use and disclose, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We shall not be subject to any obligations of confidentiality or privacy regarding such submitted information except as agreed by the relevant BAM group entity having the direct customer relationship or as otherwise specifically agreed or required by law.

Certain Risks Relating To Digital Assets

- **Forks.** It is possible that planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets may occur from time to time in such a way as to result in the creation of one or more related versions of an existing Digital Asset (each instance of any such change, a "**Fork**"). Such Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one or more such versions of a Digital Asset

(each a "**Dominant Digital Asset**") and the partial or total abandonment or loss of value of any other versions of such Digital Asset (each a "**Non-Dominant Digital Asset**"). We are under no obligation to support a Fork of a Digital Asset that you hold in your Account, whether or not any resulting version of such Forked Digital Asset is a Dominant Digital Asset or a Non-Dominant Digital Asset. If we elect, at our sole and absolute discretion, to support a Fork of a Digital Asset, we will make a public announcement through the Website. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' (i) decision to support such Fork or the timing of implementation of such support, or (ii) decision to not support a Fork of any given Digital Asset, including the determination to support, continue to support, or cease to support any Dominant Digital Asset or Non-Dominant Digital Asset.

- **Airdrops.** We shall have sole and absolute discretion to decide whether or not to support any distributions, dividends or "airdrops" of Digital Assets to Accounts and/or Linked Wallets operated by us (collectively, "**Airdrops**"), regardless of whether or not you would have received such Airdrops if you held your Digital Assets outside of the Accounts and/or Linked Wallets operated by us. We have no obligation to distribute and/or support any Airdrop and shall bear no liability to Users or any other persons for failing to do so.
- **Risks.** You acknowledge and accept the following risks, in addition to risks published by BAM through one or more risk disclosures on its Website, relating to the use of the BAM Platform and the Services:
 - the risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
 - the price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
 - Digital Assets are not legal tender, not backed by any government, and Accounts operated by BAM are not subject to any deposit insurance protection;
 - legislative and regulatory changes or actions at the national or international level may adversely affect the use, transfer, trade and value of Digital Assets;
 - Digital Asset blockchains may Fork, and we may not support the Forked Digital Asset promptly or at all;
 - Transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental Transactions may not be recoverable;
 - some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other User initiates or completes the Transactions on the BAM Platform;
 - the value of Digital Assets may be derived from or influenced by the continued willingness of market participants to trade fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
 - the nature of Digital Assets may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by BAM may prevent access to, or use of, your Digital Assets;
 - BAM may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Services;

- BAM having Digital Assets on deposit or with any third party in a custodial relationship has attendant risks, which include security breaches, risk of contractual breach, and risk of loss; and
- Digital Assets blockchains may become congested or become nonoperational because of attacks, bugs, hard forks, or other unforeseeable reasons.
- **Use of the Services is entirely at your own risk.** BAM does not provide any financial, investment, business, accounting, tax, legal, or other advice to you. All Transactions are executed automatically, based on your Instructions, and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.
- **Digital Asset Delisting.** We may from time to time in our sole and absolute discretion, remove one or more Digital Assets from the BAM Platform such that Users will no longer be able to access such Digital Assets as part of the Trading Services and will be no longer able to maintain balances in such Digital Assets or make any deposits or withdrawal thereof, in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where we are required to do so by any applicable law or regulation (including, without limitation, any U.S. federal or state securities laws), or any court or authority to which we are subject in any jurisdictions. You hereby acknowledge and consent to that our ability to take such delisting actions, including, without limitations, to cancel your outstanding Instructions for delisted Digital Assets and require you to remove delisted Digital Assets within a reasonable period of time, beyond which you will no longer be able to access the delisted Digital Assets. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with the terms of the section titled "Certain Risks Relating to Digital Assets".

General Terms And Conditions

- **Website Accuracy.** Although we intend to provide accurate and timely information on the Website, the Website (including, without limitation, all content, materials and information in the Website or referred to in the Website) 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, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, agreements, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for any such decisions. Links to third-party websites (including, without limitation, content, materials and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Website.
- **Account Access and Security.** In order to access the Services, users are required to provide an email address and create a password. BAM offers second factor authentication via a User's electronic device through a 2FA application that BAM may determine from time to time in its sole and absolute discretion. Users are responsible for keeping electronic devices through which the Services are accessed safe and maintaining adequate security and control of any and all security details that are used to access the Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices

or security details may result in unauthorized access of a User's Account(s) by third parties and the loss or theft of any fiat currency or Digital Assets held in your Account(s) and/or the Linked Wallet(s). Users must keep security details safe at all times. For example, passwords need to be safeguarded and not shared or made visible to others.

- **Third-Party Services.** You may be required to open Linked Wallet(s) with third parties in order to access certain Services. Your relationship with the third-party service providers will be governed by the terms and conditions of the third-party service provider. In addition, we may impose, and you agree to be bound by, the additional terms and conditions as set out in the Linked Wallet Addendum(s). You further agree that BAM may, from time to time at its sole and absolute discretion, amend, supplement or replace the Linked Wallet Addendum(s), which shall be binding on you if you continue to maintain such Linked Wallets to use any of the Services after the effective date of any such amendment, supplement or replacement of the Linked Wallet Addendum(s).
- **Export Controls & Sanctions.** Your use of the Services and the Website may be subject to international export controls and economic sanctions requirements. By trading Digital Assets on the BAM Platform or accessing any Services, you agree that you will fully comply with any and all such requirements. You are not permitted to transact in Digital Assets or use any of the Services if (a) we are prohibited from providing Services to you under any applicable laws and regulations, including but not limited to the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the U.S. Department of Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto ("**Sanctions Laws**") as amended, supplemented or replaced from time to time; or (b) you intend to transact or deal with any person in breach of any of the Sanctions Laws.

You represent and warrant to you, and to the knowledge of you, any of your directors, officers, or employees are not directly or indirectly owned or controlled by any person or entity currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets Control, nor are directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any U.S. government sanctions authority, including the U.S. Treasury Department's Office of Foreign Assets Control.

- **Amendments to User Agreement/Trading Rules/Linked Wallet Addendums/Privacy Policy.** We shall have sole and absolute right to amend, supplement and/or replace the terms and conditions of this User Agreement, the Trading Rules, the Linked Wallet Addendums and/or the Privacy Policy from time to time, which will be announced to all Users on the Website. By continuing to maintain your Account(s) or use the Services after the effective date of modification, the modified terms and conditions of this User Agreement, the Trading Rules, the Linked Wallet Addendums and/or the Privacy Policy shall be binding on you. Copies of the most up-to-date version of the User Agreement, Trading Rules, Linked Wallet Addendums and the Privacy Policy will be made available on the Website.
- **Relationship of the Parties.** You acknowledge and agree that: (a) BAM is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity, and (b) no communication or information provided to you by us shall be considered or construed as any form of advice.
- **Privacy of Others.** If you receive information about another User through the BAM Platform or from utilizing any Services, you must keep the information confidential and only use it in connection with the Services and always in accordance with applicable laws and regulations. You must not disclose or distribute any User's information to a third party or use the information in any manner except as reasonably necessary to effect a Transaction.

- **Email Security.** You shall keep the email account associated with your Account ("**Email Account**") secure against any attacks and unauthorized access. You are required to notify BAM immediately if you have knowledge or have reason for suspecting that the security of your Email Account has been compromised or if there has been any unauthorized use of your Email Account. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any person by reason of or arising from or as a consequence of any access (whether authorized or not) to your Email Account by any person, any breach of security of your Email Account, or any transactions, instructions or operations effected by you or purported to be effected by you through your Email Account.
- **Security Breach.** If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cybersecurity attack) affecting you and / or BAM (together a "**Security Breach**"), you must immediately lock your Account via the disable account function on the Website or via any other method as may be prescribed by BAM from time to time, contact our user support, and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage, or report any Security Breach. Failure to provide prompt notification of any Security Breach may be considered in our determination of the appropriate resolution of the matter.
- **Contact Information.** You are responsible for keeping your email address and other contact information up to date in your Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach) from time to time.
- **Taxes.** It is your responsibility to determine what, if any, Taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. BAM is not responsible for determining whether any Taxes apply to your Transaction, or for collecting, reporting or remitting any Taxes arising from any Transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to goods and services tax (or its equivalent), sales tax, income tax, duties, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which Taxes apply to you, and it is your responsibility to pay such Taxes to the appropriate tax authority. All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to BAM to the extent necessary to ensure that BAM receives the amount equal to the sum which would have been due to BAM had no such deduction or withholding been required.
- **Unclaimed Property.** If we hold your assets, and we are unable to contact you and have no record of your use of the Services for several years, applicable laws and regulations may require us to report our holdings of such fiat monies or Digital Assets as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such fiat monies or Digital Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges in respect of such unclaimed monies or Digital Assets, as permitted by applicable laws and regulations.
- **Entire Agreement.** This User Agreement (including any documents, materials or information incorporated by reference herein) sets forth the entire understanding between you and BAM with respect to the Services.

- **Section Headings.** Section headings in this User Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this User Agreement.
- **Transfer.** This User Agreement (including any documents, materials or information incorporated by reference herein) is personal to you and you are not permitted to novate, transfer or assign your rights, interests, liabilities and/or obligations to anyone else without our prior written consent. However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer or assign this User Agreement (including any documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition or other corporate reorganization involving BAM.
- **Security Interests.** You undertake not to create any security over your fiat monies or Digital Assets held in any of your Accounts or the Linked Wallets without our prior written consent.
- **Invalidity.** If any provision of this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy or any other documents, materials or information incorporated by reference in this User Agreement is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other provisions in this User Agreement, the Trading Rules, the Linked Wallet Addendums, the Privacy Policy or any other documents, materials or information incorporated by reference in this User Agreement.
- **Enforcement of Our Rights.** BAM's rights and remedies under this User Agreement are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement. Any failure or delay on the part of BAM to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.
- **Language.** These terms and conditions may, at BAM's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.
- **Third-Party Rights.** Nothing expressed or referred to in this User Agreement will be construed to give any person other than the parties to this User Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This User Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this User Agreement and their successors and permitted assigns.
- **Survival.** All provisions of this User Agreement which by their nature extend beyond the expiration or termination of this User Agreement, including, without limitation, the sections relating to Definitions, Suspension, Termination or Cancellation, Liability, User Complaints, Data Protection, Intellectual Property, User Material and Feedback, General Terms and Conditions, will continue to be binding and operate after the termination or expiration of this User Agreement.
- **Governing Law and Jurisdiction.** This User Agreement shall be construed in accordance with and governed for all purposes by the laws and public policy of the State of California applicable to contracts executed and to be wholly performed within such state. Any dispute or controversy arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereover. The arbitration shall be held in San Francisco County or in such other place as the parties hereto may agree.