

# Decrypted LTD Corporation (“Decrypto”)

## Terms of Service

LAST UPDATED: May 16, 2022

Welcome, and thank you for your interest in Decrypto Digital Ltd. (“Decrypto,” “we,” or “us”). By accessing our website at Decrypto.com, along with any linked pages owned and operated by us, any related websites, applications, mobile applications, and any other services provided by us (collectively, the “Service”) you agree to be bound by these Terms of Service. These Terms of Service are a legally binding contract between you and Decrypto regarding your use of the Service.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING Decrypto’S PRIVACY POLICY AND ADVISORY AGREEMENT (TOGETHER, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND Decrypto’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY Decrypto AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. WITH THE EXCEPTION OF DISPUTES ARISING FROM THE PLATFORM (WHICH ARE RESOLVED IN ACCORDANCE WITH THE ADVISORY AGREEMENT) AND FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 14, YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND Decrypto ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. (SEE SECTION 14.)

ADDITIONAL TERMS. For the avoidance of doubt, if you are using the Platform (defined below), you are subject to the additional terms as set forth in the Investment Advisory Agreement (the “Advisory Agreement”), which is incorporated by this reference into, and made a part of, these Terms. To the extent that the Advisory Agreement conflicts with these Terms, the terms contained in the Advisory Agreement will control.

1. **1.Decrypto Service Overview.**Decrypto is an investment adviser. Decrypto’s Service includes a crypto asset investment platform (the “Platform”) that allows registered users (each, a “Client”) investment exposure to portfolios (the “Portfolios”) of crypto assets (“Crypto Assets”) that are managed by Decrypto to reflect different investment goals and risk profiles. Clients are individual or institutional investors. Each Client appoints Decrypto as investment adviser with respect to the Crypto Assets placed by the Client in the Client’s account with Decrypto (the “Advisory Account”).
2. **2.Eligibility.**You must be at least 18-years old, or of the legal age in your jurisdiction to form a binding contract if that age is greater than 18 years of age, to register to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18-years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have the right, authority and capacity to bind you to these Terms and you agree to be bound by these Terms set forth herein
3. **3.Accounts and Registration.**To use and/or access most features of the Service, you must register for an account. When you register for an account, you will be asked to provide us with some information about yourself, such as your name, email address, or other contact information (“User ID”). You agree that the information you provide to us upon registration and at all other times, is true, accurate, current and complete, and that you will promptly keep it accurate and up to date with any changes. Failure to do so shall constitute a breach of these Terms of Service, which may result in the immediate termination of your user account. You may not enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person. You will also be required to verify your identity through a third-party identity verification platform, Veriff. When you register, you will be asked to provide a User ID and password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. Any User ID and password provided to you for your access to the Service shall be for your personal use only. If you believe that your account is no longer secure, you agree to immediately notify us of any unauthorized use of your User ID and password at [support@decrypto.com](mailto:support@decrypto.com). When you register an account, you will be required to enter into the Advisory Agreement
4. **4.Fees and Expenses.**For Decrypto’s advisory services provided through the Platform, you agree to pay the fees and bear the expenses set forth in the Advisory Agreement.
5. **5.Licenses.**

1. 5.1 Limited License. Subject to your complete and ongoing compliance with these Terms, Decrypto grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:  
(a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use the Service.
2. 5.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.
3. 5.3 Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("Feedback"), then you hereby grant Decrypto an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to make use of the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. Your feedback is welcome and encouraged. You may submit feedback at any time by emailing us at [support@decrypto.com](mailto:support@decrypto.com)
6. 6. Ownership; Proprietary Rights. The Service is owned and operated by Decrypto. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Materials") provided by Decrypto are protected by intellectual property and other laws. All Materials included in the Service are the property of Decrypto or its third-party licensors. Except as expressly authorized by Decrypto, you may not make use of the Materials. Decrypto reserves all rights to the Materials not granted expressly in these Terms.
7. 7. Third-Party Terms.
  1. 7.1 Third-Party Services and Linked Websites. Decrypto may provide tools through the Service that enable you to export information to third-party services. By using one of these tools, you agree that Decrypto may transfer that information to the applicable third-party service. Third-party services are not under Decrypto's control, and, to the fullest extent permitted by law, Decrypto is not responsible for any third-party service's use of your exported information. Certain content may be furnished by third parties. Such content ("Third Party Content") is not advice created or provided by Decrypto and does not constitute a recommendation to buy, sell, or hold any security or securities. Decrypto does not monitor, supervise or endorse any Third Party Content and no affiliate of Decrypto is responsible or will be liable for any Third Party Content. Reliance on any Third Party Content is at your own risk. The Service may also contain links to third-party websites. Linked websites are not under Decrypto's control, and Decrypto is not responsible for their content, nor the products and services offered by or on third-party websites.

2. 7.2 Third-Party Software. The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("Third-Party Components"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.
8. 8. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:
9. (a) use the Service for any illegal purpose or in violation of any local, state, national, or international law;
10. (b) violate any rules, regulations or laws of the Financial Industry Regulatory Authority, Inc., the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;
11. (c) violate any terms and conditions of any Additional Terms (defined below) including the Advisory Agreement;
12. (d) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;
13. (e) violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
14. (f) interfere with security-related features of the Service or any user's enjoyment of the Service, including by: (i) using any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service, (ii) disabling or circumventing features that prevent or limit use or copying of any content, (iii) attempting to decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Service except to the extent that the activity is expressly permitted by applicable law, (iv) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code, (v) disrupting any network, equipment, or server connected to or used to provide the Service, (vi) disabling, overburdening, impairing, damaging or hijacking the operation of any hardware, software or telecommunications equipment or any other aspect of the Service or communications equipment and computers connected to the Service, (vii) accessing, tampering with or using non-public areas of the Service, Decrypto's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Decrypto's providers, (viii) creating a new account with Decrypto, without Decrypto's express written consent, if Decrypto has previously disabled or suspended an account of yours, or (ix) using the Service, without Decrypto's express written consent, for any commercial or unauthorized purpose, (x) gaining unauthorized access to the Service, to other Clients' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service, (xi) bypassing any approved software through which the Service is made available, (xii) framing or linking to any of the materials or information available on the Service, or (xiii) interfering with or disrupting

- the Service, networks or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;
15. (g) provide any false information or perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
  16. (h) sell or otherwise transfer the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials; or
  17. (i) attempt to do any of the acts described in this Section 8 or assist or permit any person in engaging in any of the acts described in this Section 8.
  18. 9. Modification of Terms. We reserve the right to change these Terms on a going-forward basis at any time upon 7 days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon the earliest of your receipt of notice or acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 9, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
  19. 10. Term, Termination, and Modification of the Service.
  20. 10.1 Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 10.2. These Terms of Service, as amended from time to time, will remain in full force and effect while you use the Service or use any content that you have obtained from Decrypto.
  21. 10.2 Termination. If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate. These Terms will also automatically terminate upon termination of the Advisory Agreement. In addition, Decrypto may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason. Decrypto will provide notice of the termination unless a court order or other legal process prohibits the Decrypto from providing such notice. You may terminate your account and these Terms at any time by through the Platform's dashboard or by contacting customer service at support@decrypto.com. Any provisions in these Terms of Service that by their nature or as specified hereunder are intended to continue beyond termination or expiration of these Terms of Service shall survive any termination or expiration of these Terms of Service.
  22. 10.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Decrypto any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5.3, 6, 10.3, 11, 12, 13, 14, and 15 will survive. The

Crypto Assets held in the Advisory Account will be liquidated as set forth in the Advisory Agreement and all assets in the account will be distributed as directed by you.

23. 10.4 Modification of the Services. Decrypto reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Decrypto will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.
24. 11. Indemnity. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Decrypto, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "Decrypto Entities") from and against every claim or demand brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims. These indemnification obligations are in addition to any indemnification obligations set forth in the Advisory Agreement.
25. 12. Disclaimers; No Warranties.
26. 12.1 INVESTMENTS IN CRYPTO ASSETS ARE HIGHLY SPECULATIVE. INVESTMENTS IN CRYPTO ASSETS ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR ANY OTHER GOVERNMENTAL AGENCY. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION, MATERIALS, CONTENT, USER CONTENT, OR THIRD PARTY CONTENT PROVIDED THROUGH THE SERVICE BEFORE MAKING ANY DECISIONS BASED ON SUCH CONTENT. AS A USER OF THE SERVICE, YOU ALONE ARE RESPONSIBLE FOR DETERMINING WHETHER ANY CONTENT, PRODUCT, SERVICE, SECURITY, OR OTHER FINANCIAL INSTRUMENT MENTIONED ON THE SERVICE (OUTSIDE OF THE PLATFORM) IS SUITABLE FOR YOUR PERSONAL FINANCIAL PURPOSES. PAST PERFORMANCE DATA, PERFORMANCE GRAPHS OR OTHER HISTORICAL INFORMATION ARE NOT A GUARANTEE OF FUTURE PERFORMANCE AND SHOULD NOT BE CONSTRUED AS INDICATIVE OF FUTURE RESULTS. YOU SHOULD CONSIDER YOUR INDIVIDUAL INVESTMENT OBJECTIVES AND RISK TOLERANCE BEFORE INVESTING. EXCEPT FOR CONTENT PROVIDED THROUGH ADVISORY SERVICES ON THE PLATFORM, THE CONTENT PRESENTED ON THE SERVICE IS NOT INTENDED TO PROVIDE YOU OR ANYONE ELSE WITH INVESTMENT, LEGAL, TAX, INSURANCE OR ANY OTHER KIND OF PROFESSIONAL ADVICE. YOU SHOULD CONSULT WITH A FINANCIAL, TAX OR LEGAL

PROFESSIONAL FOR ADVICE REGARDING YOUR SPECIFIC FINANCIAL, TAX OR LEGAL POSITIONS AND CIRCUMSTANCES.

27. 12.2 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. EXCEPT AS SET FORTH IN THE ADVISORY AGREEMENT, Decrypto DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. EXCEPT AS SET FORTH IN THE ADVISORY AGREEMENT, Decrypto DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND Decrypto DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
28. 12.3 EXCEPT AS SET FORTH IN THE ADVISORY AGREEMENT, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR Decrypto ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE Decrypto ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.
29. 12.4 THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION 12 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Decrypto does not disclaim any warranty or other right that Decrypto is prohibited from disclaiming any legal rights under applicable U.S. federal securities laws or any other under applicable law whose applicability is not permitted to be contractually waived.
30. 13. Limitation of Liability.
31. 13.113.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE Decrypto ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY Decrypto ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. EXCEPT AS PROVIDED IN SECTION 14.6, AS SET FORTH IN THE ADVISORY AGREEMENT,

AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE Decrypto ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO ACTUAL EXPENSES, LOSSES, DAMAGES, LIABILITIES, DEMANDS, CHARGES OR CLAIMS THAT ARE THE DIRECT RESULT OF AN ACT OR OMISSION TAKEN OR OMITTED BY Decrypto WHICH CONSTITUTES GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, NOT TO EXCEED THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO Decrypto FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

32. 13.213.2 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

33. 14Dispute Resolution and Arbitration.

34. 14.1Generally.In the interest of resolving disputes between you and Decrypto in the most expedient and cost effective manner, and except as described in Section 14.2 and 14.3, you and Decrypto agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND Decrypto ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Notwithstanding the foregoing, this Section 14 is not intended to resolve disputes arising out of the Platform. Such disputes are to be resolved as set forth in the Advisory Agreement.

35. 14.2Exceptions.Despite the provisions of Section 14.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

36. 14.3Opt-Out.If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 14 within 30 days after the date that you agree to these Terms by sending a letter to Decrypto Digital Ltd., Attention: Legal Department –



Arbitration Opt-Out, 1037 NE 65th Street, #82225, New York, NY 98115 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once Decrypto receives your Opt-Out Notice, this Section 14 will be void and any action arising out of these Terms will be resolved as set forth in Section 15.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

37. 14.4 Arbitrator. Any arbitration between you and Decrypto will be settled under the Federal Arbitration Act and administered by Judicial Arbitration and Mediation Services (“JAMS”) under JAMS’ Rules and Procedures (the “JAMS’ Rules”), as modified by these Terms. The JAMS’ Rules and additional information about JAMS are available on the JAMS’ website or by contacting Decrypto. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the investment business. The Parties agree that the arbitrator shall apply the substantive law of Washington to all state law claims, that limited discovery shall be conducted in accordance with JAMS’ Rules, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted.
38. 14.6 Fees. If you commence arbitration in accordance with these Terms, Decrypto will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the JAMS’ Rules. Any arbitration hearing will take place at a location to be agreed upon in King County, Washington, but if the claim is for US\$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the JAMS’ Rules in the county of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by JAMS’ Rules. In that case, you agree to reimburse Decrypto for all monies previously disbursed by it that are otherwise your obligation to pay under the JAMS Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits. The Parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.
39. 14.7 No Class Actions. YOU AND Decrypto 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, unless both you and Decrypto agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

40. 14.8 Modifications to this Arbitration Provision. If Decrypto makes any future change to this arbitration provision, other than a change to Decrypto's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Decrypto's address for Notice of Arbitration, in which case your account with Decrypto will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
41. 14.9 Enforceability. If Section 14.7 or the entirety of this Section 14 is found to be unenforceable, or if Decrypto receives an Opt-Out Notice from you, then the entirety of this Section 14 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 15.2 will govern any action arising out of or related to these Terms.
42. 15. Miscellaneous.
43. 15.1 General Terms. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Decrypto regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
44. 15.2 Governing Law. These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles. You and Decrypto submit to the personal and exclusive jurisdiction of the state courts and federal courts located within King County, Washington for resolution of any lawsuit or court proceeding permitted under these Terms. Disputes shall not be resolved in any other forum or venue. We operate the Service from our offices in Washington, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
45. 15.3 Privacy Policy. Please read the Decrypto Privacy Policy <https://decrypto.com/legal/privacy> (the "Privacy Policy") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Decrypto Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
46. 15.4 Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we

may post on or link to from the Service (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

47. 15.5 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
48. 15.6 Contact Information. The Service is offered by Decrypto Digital Ltd., located at 1037 NE 65th Street, #82225, NY, New York 98115. You may contact us by sending correspondence to that address or by emailing us at support@decrypto.com.
49. 15.7 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
50. 15.8 No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
51. 15.9 International Use. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.
52. 16. Notice Regarding Apple. This Section 16 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Decrypto only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) 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 the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these 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 of these Terms. You hereby represent and warrant that: (a) 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 (b) you are not listed on any U.S. Government list of prohibited or restricted parties.