

Passfolio Financial Terms of Service

Last updated: July 22, 2020

1. Your Use of Our Services

Your use of any application, software, services, websites, and other related services (collectively, the “Services”) provided by Passfolio Financial, Inc. (“PF”), its subsidiaries, and affiliates (“Us” and “We”) or any third party designated by Us is subject to the terms set out below, including but not limited to, Our Privacy Policy located at <https://passfolio.us/legal>, which is hereby incorporated by reference (collectively, the “Terms” and “Agreement”).

These Terms and any of the documents referred to in the Terms create a legally binding agreement between you and Us. Please read them carefully.

2. Definitions

As used herein, the following definitions shall apply:

- A. “Account Documents” means any trade confirmations, notices, disclosures, account statements, regulatory communications (such as privacy notices), tax-related documents, and any other information, documents, data, and records regarding your Account and the Services (including amendments to this Agreement) delivered or provided to you by Us and any other parties.
- B. “Affiliated Account” means any account you may now or in the future have with Us.
- C. “AML” means anti-money laundering.
- D. “Clearing Broker” means DriveWealth, LLC.
- E. “Cryptocurrencies” and “Cryptocurrency” means certain digital assets such as bitcoin and lumens.
- F. “Downtime” means any time that part or all of the Services are periodically unavailable during scheduled maintenance or unscheduled downtime.
- G. “Entity Account” means an account in the name of PF.
- H. “Forex Partner” means any service We use to transfer funds between you and Us.
- I. “Information Provider” means any company or person who directly or indirectly provides Us with information including Cryptocurrency market data and quotations from Market Actors.

- J. "Login Credentials" means anything such as your username, email, or password that you use to access the Account in anyway.
- K. "Market Actor" means any Cryptocurrency exchanges, brokers, market-makers, liquidity providers, or other types of Cryptocurrency counterparties, trading venues, or intermediaries.
- L. "OFAC" means the U.S. Department of Treasury's Office of Foreign Assets Control.
- M. "PS" means Passfolio Securities, LLC.
- N. "Third-Party Information" means any information provided by an Information Provider or information derived from information provided by an Information Provider.
- O. "USD" means United States Dollar.
- P. "Violation" means We determine, in Our sole discretion, that you have committed a breach or default under this Agreement or Our AML Program.

3. Accepting these Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. If you do not accept the Terms, you will not be able to access the Services.

4. Changes to these Terms

You acknowledge and agree that We may modify this Agreement from time to time. We reserve the right to modify these Terms from time to time. If you continue to use the Services after such modification, you will be deemed to have read, understood, and unconditionally agreed to such changes. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of Our electronically stored copy of the Agreement.

5. Privacy Policy

In order to make the Services available to you and process the transactions contemplated by these Terms, We will have to collect information and/or personal data from you. The information and/or data collected will be used in accordance with our Privacy Policy. We may update the Privacy Policy from time to time, so please periodically review the Privacy Policy.

6. Account Terms

A. Registration for Services

In order to access certain Services, you may be required to provide information about yourself as part of the registration process for the Services or as part of your continued use of the Services.

You must provide a valid email address and password to create your account with Us (“Account”). You understand that you are responsible for maintaining the confidentiality of your password and other Account information. Accordingly, you agree that you will be solely responsible to Us for all activities that occur under your Account, and We are not responsible for problems with your Account due to misuse of your email address and/or password. If you become aware of, or suspect, any unauthorized use of your email address, password, or Account, you agree to notify Us immediately at support@passfolio.us.

B. Account Requirements

There are several requirements related to creation and maintenance of an Account:

- You must be a human to create an Account. Accounts registered by “bots” or other automated methods are not permitted.
- One person or legal entity may maintain no more than one Account.
- In order to open an Account, you must be age 18 or older. We do not target our Services to people under 18, and We do not knowingly permit any individual under 18 years of age to use our Services. If We learn of any user under 18, We will terminate the user’s Account immediately. If you are a resident of a country outside the United States, your country’s minimum age may be older. In such a case, you are responsible for complying with your country’s laws.
- You acknowledge that We will use the email address you provide as the primary method of communication.
- You certify that no person other than yourself has any interest in the Account.
- A breach or violation of any term in the Terms, as determined in Our sole discretion, will result in an immediate termination of your Account and your access to the Services.

C. Your Representations and Responsibilities

- a. Self-Directed Account: You understand that your Account is self-directed, you are solely responsible for any and all orders placed in your Account, and all orders entered by you or on your behalf are unsolicited and based on your own investment decisions or the investment decision of your duly authorized representative or agent. You agree and understand that you have not received and do not expect to receive any investment advice from Us or any of Our affiliates in connection with your orders. Notwithstanding anything in this Agreement, you agree and understand that We accept no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions. You agree and understand that under no circumstances will your use of the Account be deemed to create a relationship that includes the provision of or tendering of investment advice. You acknowledge that neither Us nor any of Our employees, agents, principals, or representatives (i) provide investment advice in connection with this Account, (ii) recommend any Cryptocurrencies, transactions, or orders, or (iii) solicit orders. To the extent research materials or similar information are available through the Services, you understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any Cryptocurrency transactions or to engage in any investment strategies.
- b. Information Accuracy: You: (i) certify that the information contained in your Account application and any other document that you furnish to US in connection with your Account or any Affiliated Account is complete, true, and correct; (ii) authorize Us to contact any individual or firm noted on the documents referred to in subsection (b)(i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to Us as We may request; and (iv) agree that this Agreement, the Account application, and any other document you furnish in connection with your Account is Our property. You shall promptly advise Us of any changes to the information in such agreements and documents in writing within ten calendar days. You authorize Us to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, We agree to provide you a copy of any report so obtained. We may retain this Agreement, the Account application, and all other such documents and their respective records at Our sole discretion. You understand that We may take steps to verify the accuracy of the information you provide to Us in your Account application or otherwise and that We may restrict your access to your Account or take other action We reasonably deem necessary pending such verification.
- c. Commercially Reasonable Efforts: You understand that We use commercially reasonable efforts to provide you with reliable and secure Services. From time to time, interruptions, errors, or other deficiencies in

service may occur due to a variety of factors, some of which are outside of Our control. These factors can contribute to delays, errors in service, or Downtime. You understand that you may experience difficulties in accessing your Account, withdrawing funds or Cryptocurrencies, viewing Third-Party Information, and placing or canceling orders.

- d. Unavailability of Services in Certain Jurisdictions: You agree and understand that the Services are not provided to, and may not be used by, any person in any jurisdiction where the provision or use thereof would be contrary to applicable laws and regulations. You agree to refrain from using the Services if you begin to reside in a jurisdiction where the Services would violate any of the laws and regulations of such jurisdiction. You agree that you shall not provide incorrect information about your address and will promptly inform Us when you establish residency in a new jurisdiction.
- e. Sole Control over Account: You agree not to share your Login Credentials with any other person. You further agree not to allow any other person to trade for your Account.
- f. No Tax or Legal Advice: You understand and acknowledge that We do not provide tax or legal advice.

7. Third-Party Services and Information

In addition to these Terms, you also agree to be bound by the additional service-specific terms applicable to applications, websites, or services provided by Our partners or other third parties.

From time to time, We may provide you with links to third party websites or services that We do not own or control. Your use of the Services may also include the use of applications that are developed or owned by a third party. Your use of such third party applications, websites, and services is governed by that party's terms and conditions or privacy policies. It is your responsibility to read the terms and conditions and privacy policy of any third party application, website, or service that you visit or use.

You understand that We do not guarantee that the Third-Party Information provided on the Services is accurate, reliable, complete, timely, uninterrupted, error-free, or in the correct order. You agree that your use of the Third-Party Information is at your own risk. You understand and acknowledge that each Information Provider has a proprietary interest in the Third-Party Information that belongs to it. You understand and agree that you may use this Third-Party Information only for your own benefit. You may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide Third-Party Information to any other person or entity without Our written consent. You understand and acknowledge that, at any time, any or all Information Providers may discontinue disseminating any category of Third-Party Information, may change or eliminate any transmission method, and may change

transmission speeds or other characteristics. The Information Providers or Us shall not be liable for any resulting liability, loss or damages that may arise therefrom. You ACKNOWLEDGE AND AGREE THAT WE AND OUR RESPECTIVE OFFICERS AND EMPLOYEES, AND THE INFORMATION PROVIDERS WILL NOT BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR, DELAY, FAILURE, OMISSION, INTERRUPTION, OR NON-PERFORMANCE OF ANY THIRD- PARTY INFORMATION, (B) OUR USE, DISPLAY, OR PROVISION OF SUCH THIRD- PARTY INFORMATION, OR (C) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY ANY SUCH INACCURACY, ERROR, DELAY, FAILURE, OMISSION, INTERRUPTION, OR NON-PERFORMANCE, IN ALL CASES WHETHER OR NOT ANY DAMAGES RESULTED FROM ANY NEGLIGENT ACT OR OMISSION OF ANY SUCH PARTY AND WHETHER OR NOT ANY SUCH PARTY WAS ADVISED IN ADVANCE OF THE LIKELIHOOD OF SUCH DAMAGES.

8. Acceptable Use

While using the Services, you must follow the Acceptable Use Policy (“AUP”) described in this section. “User-Generated Content” includes, without limitation, text, data, articles, images, photographs, graphics, software, applications, designs, features, and other content uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited in connection with your Account.

We may, at any time and without notice, remove any User-Generated Content, and suspend or terminate your Account or your access to the Services if you engage in activities that violate the letter or spirit of this AUP.

We have the right, but not the obligation, to monitor or investigate any User-Generated Content and use of the Services at any time for compliance with this AUP. Our determination of whether a violation of this AUP has occurred will be final and binding, and any action taken with respect to enforcing this AUP, including taking no action at all, will be at our sole discretion.

A. Compliance with Laws and Regulations

Your use of the Services, including the posting or uploading of User-Generated Content, must not violate any applicable laws, including copyright or trademark laws, export control laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Services is in compliance with laws and any applicable regulations.

- i. Customer Identification: To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, you understand that when you open your Account, We may ask for your name, address, date of birth, taxpayer identification number, and other identifying information, or that We may obtain such information from PS that you submitted as part of the process of opening your brokerage account with PS. You hereby authorize

PS to disclose to Us and for Us to receive from PS any such information. You understand We may also ask you for copies of your driver's license, passport, or other identifying documents.

- ii. Notification of Changes: You understand and agree that you are obligated to promptly notify Us of any changes in such information, including your name, address, e-mail address, and telephone number.
- iii. Applicable Laws and Regulations: Transactions in your Account are subject to the applicable laws, regulations, and rules of federal and state governmental and regulatory authorities. In no event will We be obligated to effect any transaction We believes would violate any federal or state law, rule, or regulation, or the rules or regulations of any regulatory or self-regulatory organization.
- iv. Background Checks: You understand that, in furtherance of Our AML program, We may require you to provide Us with additional information or require you to undergo a background check prior to being authorized to use the Services, or at any point thereafter, in accordance with applicable laws and regulations.
- v. Source of Funds: You agree, represent, and warrant that all funds in your Account or any Affiliated Account, or funds exchanged or to be exchanged by you in the future through Us, are not the direct or indirect proceeds of any criminal or fraudulent activity. You understand that you are not allowed to receive funds in your Account or any Affiliated Account from a sender other than yourself. Any funds you receive from a sender other than yourself will be considered unauthorized. You understand that We reserve the right to investigate the source of any funds in your Account or any Affiliated Account and determine, in Our sole discretion, how to handle their disposition. If, following review of any funds in question and the circumstances by which you received them, We determine that you are not the owner of such funds, you understand that We reserve the right to dispose of these funds in accordance with applicable laws and regulations.
- vi. Sanctions Programs: Pursuant to the economic sanctions programs administered by OFAC, We are prohibited from providing services or entering into relationships with certain individuals and institutions. In the event that We are required to block funds associated with your Account in accordance with a sanctions program, or other similar government sanctions programs, you understand that We may: (i) suspend your Account; (ii) terminate your Account; (iii) return funds to the destination of their origin or to an account specified by authorities; or (iv) require that you withdraw funds from you Account within a certain period of time. You agree that We are not responsible for any losses, whether direct or

indirect, that you may incur as a result of Our good faith efforts to comply with applicable laws and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

B. Content Restrictions

You agree that you will not, under any circumstances, post, host, or transmit any User-Generated Content that:

- is unlawful or promotes unlawful activities;
- is objectionable, offensive, deceptive, or harmful;
- is or contains sexually obscene content;
- is libelous, defamatory, or fraudulent;
- is discriminatory or abusive toward any individual or group;
- transmit malware or host phishing pages. You may not perform activities or upload or distribute User-Generated Content that harms or disrupts the operation of the Services or the infrastructure of Us or others, including Our third party providers.
- implies or promotes support or funding of, or membership in, a terrorist organization;
- contains personally identifiable information, sensitive personal information, or confidential information (e.g., addresses, phone number, email addresses, Social Security number, and credit card numbers) unless you have consent from the person to whom the information belongs or who is authorized to provide such consent;
- contains or instills any active malware or exploits, or uses our Services for exploit delivery (such as part of a command and control system); or
- infringes or violates any proprietary right of any party, including patent, trademark, trade secret, copyright, right of privacy, right of publicity, or other rights.

C. Conduct Restrictions

While using the Services, you agree that you will not under any circumstances:

- harass, abuse, threaten, or incite violence towards any individual or group;

- use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services;
- use the Services in any manner that could damage, disable, overburden, or impair the functioning of the Services;
- use our servers for any form of excessive automated bulk activity (e.g., spamming) or relay any other form of unsolicited advertising or solicitation through our servers;
- impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- create an Account or post any content if you are not over 18 years or age;
- circumvent or attempt to circumvent any filtering, security measures, rate limits, or other features designed to protect the Services, users of the Services, or third parties; and
- attempt to disrupt or tamper with Our servers in ways that could harm Our website or Services, to place undue burden on Our servers through automated means, or to access the Services in ways that exceed your authorization.

D. Services Usage Limits

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Services, use of the Services, or access to the Services without Our express written permission.

E. Privacy

Misuse of the personal information of Services users is prohibited.

Any person, entity, or service collecting data from the Services must comply with Our Privacy Policy, particularly in regard to the collection of users' personal information. If you collect any user's personal information from the Services, you agree that you will only use the personal information you gather for the purpose of which our user has authorized it. You agree that you will reasonably secure any personal information you have gathered from the Services, and you will promptly respond to complaints, removal request, and "do not contact" requests from Our or Services users.

F. API

You agree to access your Account only through the Services. Any other use is not authorized and you agree to refrain from using any application programming interface belonging to Us.

9. Intellectual Property and User-Generated Content

“Your Content” means User-Generated Content that you create or own.

A. Submission

You may upload User-Generated Content while using the Services. You must submit to Us each User-Generated Content that you wish to upload to the Services. All copies of the User-Generated Content you submit will be retained (or destroyed) by Us and will not be returned. You are responsible for retaining a back-up copy of your User-Generated Content.

B. Ownership of User-Generated Content

We do not claim any intellectual property rights over the User-Generated Content that you upload to the Services. You retain ownership of and responsibility for Your Content. If you are posting anything to the Services that you did not create yourself or do not own the rights to, you agree (i) that you are responsible for any content you post; (ii) that you will only submit content that you have the right to post; and (iii) that you will fully comply with any third party licenses related to content you post.

C. Responsibility for User-Generated Content

You are solely responsible for the content of, and for any harm resulting from, any User-Generated Content that you post, upload, link to, or otherwise make available via the Services, regardless of the form of the that content. We are not responsible for any public display or misuse of Your Content.

D. Distribution

We have no obligation to distribute any User-Generated Content you submit, and We will not distribute any User-Generated Content unless and until the User-Generated Content has been approved by Us. If We choose to distribute your approved User-Generated Content through the Services, We will do so in accordance with these Terms.

E. Placement of User-Generated Content

We reserve the right, in Our sole discretion, to make all decisions regarding placement or promotion for User-Generated Content.

F. Our Rights to Content

You acknowledge and agree that Our (or Our licensors) own all legal right, title, and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Us, nothing in these Terms gives you a right to use any of Our trade names, trademarks, service marks, logos, domain names, and/or other distinctive brand features.

Unless you have been expressly authorized to do so in writing by Us, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

G. Removal

We reserve the right to remove any User-Generated Content from the Services for any reason. Such reasons may include, without limitation, (i) your breach of these Terms; (ii) your express termination of the agreement formed by these Terms or of the license grants associated with Your Content; (iii) an assertion or claim that Your Content infringes the intellectual property rights of a third party or otherwise contains illegal content; or (iv) user complaint(s) about the content or quality of Your Content.

H. Moral Rights

You retain all moral rights to Your Content that you upload, publish, or submit to any part of the Services, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against Us, to enable Us to reasonably exercise the rights granted in Section 10.A, but not otherwise.

To the extent this agreement is not enforceable by applicable law, you grant Us the rights We need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Services and provide the Services.

10. License Grant

A. License Grant to Us

We need the legal right to host, publish, and share Your Content. You grant Us and our legal successors an irrevocable, unlimited, worldwide, royalty-free and non-exclusive license to store, parse, adapt, modify, and display Your Content, and make incidental copies as necessary to render the Services and provide the Services. This includes the right to (i) copy Your Content to our database and make backups; (ii) show Your Content to you and other users; (iii) parse Your Content into a search index or otherwise analyze it on our servers; (iv) share Your Content with other users; and (v) perform Your Content.

This license does not Grant Us the right to sell Your Content or otherwise distribute or use it outside of our provision of the Services.

B. License Grant to Other Users

Any User-Generated Content that you post publicly may be viewed by others. You grant each user of the Services a nonexclusive, worldwide license to use, display, and perform Your Content through the Services. If you are uploading content that you did not create or own, you are responsible for ensuring that the content you upload is licensed under terms that grant these permissions to other Services users.

11. Copyright Infringement and DMCA Policy

We support the protection of intellectual property and asks users of the Services to do the same. If you believe that content on the Services violates your copyright, please submit a "Takedown Notice" at dmca@passfolio.us. There may be legal consequences for sending a false or frivolous Takedown Notice. Before sending a takedown request, you must consider legal uses, such as fair use and licensed uses.

It is Our policy, in appropriate circumstances and in Our sole discretion, to disable and/or terminate the Accounts of users who repeatedly infringe or are repeatedly charged with infringing upon the copyrights or other intellectual property rights of Us and/or others.

12. Downtime

You agree and understand that Downtime may happen. You agree and understand that We are not liable or responsible to you for any inconvenience or losses to you as a result of Downtime. Following Downtime, when services resume, you understand that the prevailing market prices may differ significantly from the prices prior to such Downtime.

13. Risks of Cryptocurrency Trading

You represent that you have read the Passfolio Financial Cryptocurrency Risk Disclosure located in the Passfolio Disclosure Library (<https://passfolio.us/legal>).

14. Cryptocurrency Services

A. Overview

You understand that the Account allows you to place spot purchase and sale orders for Cryptocurrencies supported by the Services. You further agree and acknowledge that your use of the Account and the Services is and shall be only for your personal, non-commercial purpose.

B. Code of Conduct

You agree to abide by the following rules of conduct to ensure that the Services are not used for disruptive or manipulative purposes. All orders that you place must be placed with the purpose of executing bona fide transactions. As a general rule, any trading

activity that disrupts or manipulates Cryptocurrency exchanges or other Cryptocurrency service providers is prohibited. The list below of more specific prohibitions is not exclusive but is intended to provide more clarity on what types of trading activity are prohibited.

- Do not engage, or attempt to engage, in any fraudulent act, or any scheme to defraud, deceive, or trick.
- Do not harass, intimidate, or coerce another person, whether directly or indirectly, to manipulate an order (e.g., (1) to alter a price or quantity, (2) to choose a specific price or quantity, or (3) to cancel or maintain a pending order).
- Do not place orders for the purpose of generating unnecessary volatility or creating a condition in which prices do not or will not reflect fair market values are prohibited. This can include artificially buying and selling around the same price to artificially increase volume, splitting an order in order to create more trade executions and the appearance of more trading activity, or using successive trade executions to show artificial momentum in a particular direction.
- Do not place orders with the sole intent of canceling the bid or offer before execution.
- Any orders that have been pre-arranged with another person for the purpose of creating an artificial execution on any Cryptocurrency exchange are prohibited.
- Do not place orders for the purpose of assisting another person to engage in transactions. This could interfere with customer identification and anti-money laundering programs.
- Do not place simultaneous buy and sell orders that could potentially execute against each other.

C. Absence of FDIC or SIPC Protection

PF is not a broker-dealer of any kind and is not a member of the Financial Industry Regulatory Authority (“FINRA”) or the Securities Investor Protection Corporation (“SIPC”). You understand that your Cryptocurrency purchases are not protected by Federal Deposit Insurance Corporation (“FDIC”) or SIPC insurance, or any other insurance.

D. Rebates and Pass-On of Fees

You understand that We reserve the right to pass on any fees charged by any Market Actor including in connection with the withdrawal of Cryptocurrencies to an external

wallet or any fees related to any enhanced due diligence related to my Account. You further understand that We may receive activity-based rebates from Market Actors in relation to Cryptocurrency transactions.

E. Authorization to Us

You understand that your Account is self-directed. Accordingly, you appoint Us as your agent for the purpose of carrying out your directions to Us in accordance with the terms and conditions of this Agreement. We are authorized to open or close your Account, place and withdraw orders, and take such other steps as are reasonable to carry out your directions. All transactions will be effected only on your order or the order of your authorized delegate, except as otherwise expressly described in this Agreement. Your use of your Account or your grant of access to your Account to any third party is solely at your risk.

F. Relationship with Account

You understand that your Account and the Services are provided to you by Us, and that your Account is separate from any account ("PS Account") you may have with PS. You understand that you will not be able to use margin provided through any account you may have with PS in these Services such as to purchase Cryptocurrencies.

G. Authorization to Clearing Broker

You understand that when you elect to transfer funds from your PS Account to your Account, you are authorizing and instructing PS to instruct the Clearing Broker to accept such instruction to transfer the funds from your PS Account to an Entity Account. You acknowledge that legal title to any such transferred funds will pass to PF to credit your Account and that the Clearing Broker does not have the ability to monitor or recall the funds after such funds have been wired to the external bank account. You understand that, upon transfer from your PS Account, these funds will no longer be provided protection under SIPC coverage. You agree to hold the Clearing Broker harmless with respect to the Clearing Broker accepting and following your instructions to transfer funds from your PS Account to the Entity Account. You hereby authorize and instruct the Clearing Broker to accept all instructions to deposit funds into your PS Account from the Entity Account at the sole instruction of PF or PS. You understand that you may revoke this authorization at any time by terminating your Account. You understand that the assets in your Account are not held at the Clearing Broker. You understand that the Clearing Broker is not involved in the purchase, sale, execution, custody, or trading of Cryptocurrencies, and only takes instructions regarding transferring and depositing funds as described in this Agreement.

H. Authorization to Forex Partner

You understand that when you elect to transfer funds to Us via a Forex Partner, you are authorizing and instructing the Forex Partner to A) accept such funds and B) transfer such funds to an Entity Account. You acknowledge that upon receipt by the Forex Partner of such funds, legal title to any such funds passes to PF to credit your Account.

You agree to hold the Forex Partner harmless with respect to accepting and following Our instructions to transfer such funds to the Entity Account.

You hereby authorize and instruct the Forex Partner to accept all instructions to transfer funds to you from the Entity Account at the sole instruction of PF via a A) deposit of funds into your bank account or B) transfer of funds via an alternate method you specify.

You understand that you may revoke this authorization at any time by terminating your Account. You understand that the assets in your Account are not held at the Forex Partner. You understand that the Forex Partner is not involved in the purchase, sale, execution, custody, or trading of Cryptocurrencies, and only takes instructions regarding transferring and depositing funds as described in this Agreement.

I. Position and Transaction Limits

You understand that your use of the Services is subject to a limit on volume (in USD terms) that you may transact in a given time period. Such limits may vary, at Our sole discretion, depending on a variety of factors, and We may apply higher limits to certain customers at Our sole election. We will make the transaction and position limits applicable to your use of the Services available upon request. Transaction activity, account balances, and any other information or orders available on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or your personal computer is at your own risk and is your sole responsibility. You are and will be solely responsible for, have authorized, and will authorize all orders or instructions appearing in, originating from, or associated with your Account. You agree to notify Us immediately after you discover any potential fraudulent event, but in no event more than twenty-four (24) hours following discovery. Upon request by Us, you agree to report any potential fraudulent event promptly to legal authorities and provide Us a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and Us in any investigation of any potential fraudulent event and you will complete any required affidavits promptly, accurately, and thoroughly. You also agree to allow Us access to your Mobile Device, your computer, and your network in connection with Our investigation of any potential fraudulent event. You understand that if you fail to do any of these things you may encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold Us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, and employees harmless from and against any losses arising out of or relating to your failure to comply with any of your above obligations relating to any potential fraudulent event. You understand and acknowledge that We are not responsible for any unauthorized use of your Account.

J. Multi-Factor Authentication

You understand that, at Our discretion, you may be required to use at least two (2) forms of authentication when accessing your Account and performing certain operations in your Account. Forms of multi-factor authentication in addition to your email,

username, and password may include verification tokens delivered through SMS or a specified and supported two-factor authentication (“2FA”) application. If you choose to install and use a 2FA application on a device, you understand that you do so at your own risk, including the risk that the operating system has been tampered with in any way. We reserve the right in Our sole discretion to prohibit access from or by any device, including one 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 authenticate you.

K. Account Review and Acknowledgment

You understand that it is your sole responsibility to review your transaction history, trade confirmations, and any notices from Us promptly upon receipt, and that your Account Documents will evidence all activity in your Account for the stated period. You waive any right to dispute any transaction unless you notify Us of any objections within two calendar days from the date trade confirmations are sent, and Account Documents will be considered binding on you unless you notify Us of any objections within ten calendar days after such records are posted on the Services. In all cases, We reserve the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transaction or you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. You agree that it is your sole responsibility to review your trade confirmations on a regular basis in order to meet the period set forth above. You understand and agree that for the purposes of review and acknowledgment, you agree to be deemed to have reviewed your transaction history and all notices on at least a monthly basis. If for any reason you are unable to do so, or you do not receive Our communications, it is your responsibility to contact support@passfolio.us and notify Us immediately.

L. Account Restriction or Closure

You understand that We may, in Our discretion and at any time, prohibit or restrict the trading of Cryptocurrencies in your Account. You further understand that either We or you may close your Account or deactivate or block access to your Account at any time and for any reason. Closing an account will not affect any rights and obligations incurred prior to the date of account closure. If there is a Cryptocurrency balance remaining in your Account, you agree to provide Us with a Cryptocurrency address upon providing Us notice of closure, or within seven calendar days of receiving written notice of closure from Us, so that We can return the remaining Cryptocurrency to you. If you fail to do so, you hereby agree that We are permitted to sell any remaining Cryptocurrency on the open market at the prevailing market price and return the proceeds (less fees, costs, expenses, charges, obligations [including, but not limited to, attorney and court fees or transfer costs of funds or Cryptocurrencies], and damages) to any valid bank account linked to your Account. In the event that the costs of closing your Account exceeds the value in your Account, you will be responsible for reimbursing Us. You will remain liable to Us for all obligations incurred in your Account, pursuant to this Agreement, or

otherwise, whether arising before or after closure of your Account or termination of this Agreement.

M. Account Suspension and Investigation

You acknowledge and agree that We have the right to immediately (i) cause your Account or any Affiliated Account, to the extent permitted by any other customer agreement with Us, to be suspended, (ii) cause the funds and assets in your Account and any Affiliated Account to be frozen, and (iii) investigate your Account, until a determination has been made, if (A) We suspect, in Our sole discretion, any such accounts to be in violation of this Agreement, Our AML program, or any applicable laws or regulations; (B) We are required to do so by a government or regulatory authority, court order, or facially valid subpoena; (C) your Account or any Affiliated Account is subject to any pending litigation, investigation, or governmental proceeding; (D) your Account or any Affiliate Account has a negative balance; (E) your ACH deposit was returned to your bank; (F) We believe that there is unusual activity in your Account or any Affiliated Account or suspect that you are using the Services or Account in an unauthorized or inappropriate manner; or (G) you have not accessed your Account in two (2) or more years. We will provide you with notice of any such suspension of the Account if legally permitted to do so.

15. Custody

Cryptocurrencies in your Account will be stored as part of the Services in one or more, potentially omnibus, cryptocurrency wallets. We shall track the balance and ownership of Cryptocurrencies in your Account, and you understand that you can view the balance of Cryptocurrencies in your Account on the Services. We shall use commercially reasonable efforts to securely store the private keys associated with your Cryptocurrencies.

16. Cryptocurrency Orders

A. Order Types

You understand that the Services allows the following types of Cryptocurrency orders to be placed:

- i. Market Orders: Market orders may be submitted either in USD amounts or in Cryptocurrency amounts. You understand the Services may (A) collar market buy orders by using limit orders priced up to 5% above the last ask price, and (B) may collar market sell orders by using limit orders priced up to 5% below the last bid price. If you place a market order, you agree to pay or receive the prevailing market price at the time your market order is executed, subject to the specific clarification above relating to buy and sell orders. You understand that the execution price may be significantly higher or lower than anticipated at the time you placed the order.

- ii. Limit Orders: To avoid buying a Cryptocurrency at a higher price and possibly exceeding your purchasing power, you understand your option to enter a limit order. A limit order may be “good till cancelled” which means the order remains valid until (A) it is executed or (B) you cancel the order. You also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price you specify, and are good until you cancel them, provided, however, that We may in Our sole discretion cancel any limit order that remains unexecuted for at least thirty calendar days.

B. No Margin or Options

The Services do not include Cryptocurrency margin or options trading.

C. Order Placement

You understand that all orders for the purchase of Cryptocurrencies given for your Account will be executed in reliance on your promise that an actual purchase is intended, and that We reserve the right to require full payment in cleared funds prior to the acceptance of any order. You understand that you are not permitted to place a Cryptocurrency buy order with Us unless you have enough funds available in your Account or any Affiliated Account to satisfy your order. You further understand that you are not permitted to place a Cryptocurrency sell order with Us unless you have enough Cryptocurrencies available in your Account or any Affiliated Account to satisfy your order. You agree that it is your responsibility to cancel any order that you do not want to be filled. You understand that you may not be able to cancel an order prior to it filling and that We are not liable to you for the completion of an order after you have submitted a cancellation request.

D. Title

You understand that any order for Cryptocurrency that you place and that We fill will result immediately in your Account being credited the amount of such Cryptocurrency and you obtaining title to such Cryptocurrency. The amount of Cryptocurrency that you purchase will be reflected in the Services. After you obtain title to such Cryptocurrency, you may sell all or a portion of the Cryptocurrency using the Services.

E. Order Handling

You agree and understand that We do not guarantee that any order that you place will be filled. You further agree and understand that We reserve the right to cancel any order or part of an order if such order was placed during a scheduled or unscheduled Services downtime, violates this Agreement, or is non-marketable.

F. Order Execution

You understand that the method, counterparty, broker (if any) and venue (if any) used for the execution of any order that you place shall be determined by Us in Our sole good faith discretion.

G. Price Fluctuations

The price or amount of Cryptocurrency received is likely to differ from the quote provided on entry of an order, especially during periods of high volume, illiquidity, fast movement, or volatility in the marketplace, and you may receive partial executions of an order at different prices. You understand that We are not liable for any price fluctuations. You also understand that price quotes generally are for smaller orders, and that larger orders are relatively more likely to receive executions at prices that vary from the quotes.

H. Erroneous Trades or Orders

You understand that We reserve the right, but have no obligation, to declare a transaction null and void that We consider to be erroneous. We may consider a transaction to be erroneous when its price is substantially inconsistent with the prevailing price at the time of execution (each, an "Erroneous Transaction"). You agree that you are responsible for ensuring that the appropriate price and order type is entered into the Services when you place an order to buy or sell Cryptocurrency with Us. You acknowledge and agree that a simple assertion by you that a mistake was made in entering an order, or that you failed to pay attention to or update an order, shall not be sufficient to establish it as an Erroneous Transaction. You further acknowledge and agree that if We determine that a given transaction is an Erroneous Transaction, (i) We may declare it null and void, in whole and in part, even if you do not agree to cancel or modify it, in which case you will return the Cryptocurrency or fiat currency received in the Erroneous Transaction and (ii) We might not declare it null and void for any reason, including where the counterparty cannot be compelled to return the Cryptocurrency or fiat currency it received in the Erroneous Transaction.

17. Right of Offset; Remedies for Breach

A. Right of Offset

In the event that you fail to provide sufficient funds, have a negative USD balance in your Account or any Affiliated Accounts, have a negative Cryptocurrency balance in your Account, or have an ACH transaction returned to your bank, We, at Our option and without notice to you, (i) may charge a reasonable rate of interest; (ii) may offset any negative Cryptocurrency balances in your Account by buying the necessary amount of Cryptocurrencies with the funds in your PS Account or any Affiliated Account to offset such negative balances; and (iii) otherwise may offset any and all debts owed to US by liquidating or otherwise transferring any assets in your Account or any Affiliated Account. We may also charge any consequential loss to your Account.

B. Remedies for Breach

You understand and agree that if you commit a Violation, We shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided in this Agreement. you understand and agree that, in the event of one or more Violations, We may at any time, at Our sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Services or related services and your ability to trade, (ii) refuse to accept any of your transactions, (iii) refuse to execute any of your transactions, (iv) terminate your Account, and (v) debit from your Account or any Affiliated Account any damages suffered by Us as a result of the Violation. You further acknowledge and agree that if We determine, in Our sole discretion, that you have colluded, coordinated, or collaborated with any other Services user to commit a Violation, you and that user will be jointly and severally liable for the whole value of any damages to which We are entitled under this Agreement and any such amounts may be debited, in Our sole discretion, from your Account, such other user's account, or in each case, any Affiliated Account.

18. Withdrawals

You understand and agree that, in order to send Cryptocurrencies in your Account to an external wallet that you control (such process, a "Withdrawal"), you may be required to provide proof of identity, control over bank accounts associated with your Account or Affiliated Accounts, and control over such wallet, among other information. You represent that you have sole control over any wallet to which you send Cryptocurrencies in connection with such a Withdrawal. You further understand and agree that We may delay any requested Withdrawals if We perceives a risk of fraud or illegal activity or if the Withdrawal otherwise violates Our AML program, and you understand that We may verify Withdrawal wallet addresses with third-party AML service providers. You understand that, once initiated on the network associated with the Cryptocurrency subject to the Withdrawal, Withdrawals will typically be processed at the speed of such network, but that in certain situations, Withdrawals may be delayed in connection with any latency, congestion, disruption, or other delay of such network. You understand that We cannot reverse a Withdrawal that has been broadcast to a Cryptocurrency network. You also understand that We reserve the right to cancel any pending Withdrawal as required by law or in response to a subpoena, court order, or other binding government order.

19. Effect of Attachment or Sequestration of Account

We shall not be liable for refusing to obey any orders given by or for you with respect to your Account that has been subject to an attachment or sequestration in any legal proceeding against you, and We shall be under no obligation to contest the validity of any such attachment or sequestration.

20. Tax Reporting; Tax Withholding

The proceeds of sale transactions will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

A. U.S. Persons

This subsection is applicable if you are a U.S. person (including a U.S. resident alien) as such term is defined in section 7701(a) of the Internal Revenue Code of 1986, as amended ("U.S. Person"). Under penalties of perjury, you certify that the taxpayer identification number that you have provided or will provide to Us or any of Our affiliates in connection with an account opening (including any taxpayer identification number on any Form W-9 that you have provided or will provide) is your correct taxpayer identification number. You certify that you are not subject to backup withholding. If a correct Taxpayer Identification Number is not provided to Us, you understand you may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by Us or any of Our affiliates. You further understand that if you waive tax withholding and fail to pay sufficient estimated taxes to the IRS, you may be subject to tax penalties.

B. Non-U.S. Persons

This subsection is applicable if you are not a U.S. Person. You certify that you fully understand all the information on any Form W-8BEN that you have submitted or will submit to Us or one of Our affiliates in connection with an account opening. Under penalties of perjury, you declare that (i) you have examined all the information on any Form W-8BEN that you have submitted or will submit to Us and (ii) to the best of your knowledge and belief all such information is true, correct, and complete. you authorize Us or Our Affiliates to provide any such Form W-8BEN to the Clearing Broker, any of Our Affiliates, or any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you am the beneficial owner. you agree that you will submit a new Form W-8BEN to Us within thirty calendar days of any certification made on any previously submitted Form W-8BEN becomes incorrect.

21. Communications

A. Electronic Signatures

You agree to transact business with Us electronically. By electronically signing an application for an Account, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of the Services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations.

B. Telephone Conversations and Electronic Communications

You understand and agree that We may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, We do not

consent to the recording of telephone conversations by any third party or you. You acknowledge and understand that not all telephone or electronic communications are recorded by Us, and We do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. You also acknowledge and agree that We maintain and retain records of all information, activity, and communications relating to your Account and use of the Services.

C. Oral Authorization

You agree that We shall be entitled to act upon any oral instructions given by you so long as We reasonably believe such instruction was actually given by you or your authorized agent.

D. Consent to Electronic Delivery of Documents; Electronic Delivery System

By agreeing to electronic delivery, you are giving your informed consent to electronic delivery of all Account Documents, other than those you have specifically requested to be delivered in paper form. Account Documents may be sent to you at the mailing address for your Account or the email address that you have given to Us in your Account application or at such other address as you may hereafter give Us in writing or by email at least ten calendar days prior to delivery. All communications so sent, whether in writing or otherwise, shall be deemed given to you personally when sent or posted by or on behalf of Us, whether actually received or not. You agree that if We send an email to the email address on record for your Account, this constitutes "written notice" from Us to you, and that the date of receipt is considered to be the date of transmission. You understand that it is your sole responsibility to ensure that any emails from Us are not marked as SPAM. You acknowledge that Our primary methods of communication with you include (A) posting information via the Services, (B) sending email(s) to your email address of record, and (C) providing you with notice(s) that will direct you to the Services where you can read and print such information. Unless otherwise required by law, We reserve the right to post Account Documents on the Services without providing additional notice to you. Regardless of whether or not you receive an e-mail notification, you agree to check the Services regularly to avoid missing any information, including time-sensitive or otherwise important communication. Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted e-mails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold Us, Our affiliates, and Us and Our affiliates' respective officers and employees harmless for any such access regardless of the cause.

E. Responsibility to Review Account Documents

You agree to promptly and carefully review all Account Documents when they are delivered and notify Us in writing within ten calendar days of delivery if you object to the information provided, except that the shorter time period provided in Section 14.K shall control in the case of trade confirmations. If you fail to object in writing within ten

calendar days of delivery, We are entitled to treat such information as accurate and conclusive.

F. Costs

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. We will not charge you additional online access fees for receiving electronic delivery of Account Documents.

G. Revocation of Consent

Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying Us in writing of your intention to do so. you also understand that you have the right to request paper delivery of any Account Document that the law requires Us to provide you in paper form. You understand that if you revoke or restrict your consent to electronic delivery of Account Documents or request paper delivery of same, We, in Our sole discretion, may charge you a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to you electronically, restrict or close your Account, or terminate your access to the Services. You understand that neither your revocation or restriction of consent, your request for paper delivery, nor Our delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

H. Duration of Consent

Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or Us revoke it. You understand that it may take up to three business days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.

I. Hardware and Software Requirements

You understand that in order to receive and download electronic deliveries, you must have access to the Internet, a valid e-mail address, and the ability to download such applications as We may specify and to which you have access. You agree that you can download, save, or print any Account Documents you receive via electronic delivery for your records. You will maintain a valid e-mail address and continue to have access to the Internet.

22. Payments and Refunds

Refunds for payments to Us are granted at Our sole discretion.

23. Disclaimer of Warranties

Your use of the Services is at your sole risk. We provide the Services “as is” and “as available,” without warranty of any kind. We expressly disclaim all warranties, whether express, implied, or statutory, regarding Our website and the Services including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement.

We do not warrant (i) that the Services will meet your requirements; (ii) that the Services will be uninterrupted, timely, secure, or error-free; (iii) that the information provided through the Services is accurate, reliable or correct; (iv) that any defects or errors will be corrected; (v) that the Services will be available at any particular time or location; (vi) that the Services are free of viruses or other harmful components; (vii) that your use of the Services will not result in any loss of assets by you. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content, or other material obtained from the Services.

24. Legal Process

You acknowledge and agree that We, as well as Our service providers, their respective officers, directors, agents, employees, and representatives (collectively, the “PF Representatives”), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which any of such PF Representatives reasonably and in good faith believe to be valid. We or any PF Representatives may, but are not required to, notify you of such process by electronic communication. We or any PF Representative may charge you for associated costs, in addition to any legal process fees. You agree to indemnify, defend, and hold all of the PF Representatives harmless from all actions, claims, liabilities, losses, costs, attorney’s fees, or damages associated with compliance with any process relating to you or your Account that any PF Representative reasonably believes in good faith to be valid. You further agree that you and any PF Representative may honor any legal process, regardless of the method or location of service.

25. Limitation of Liability

Except as otherwise provided by law, you understand and agree that Us; as applicable our parent, subsidiaries, affiliates, partners, officers, directors, agents, and employees; the Clearing Broker; and the Clearing Broker’s respective officers, directors, employees, and agents (each such entity, an “Indemnified Party” and collectively the “Indemnified Parties”) shall not be liable for any expenses (including legal expenses and attorneys’ fees), losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines, and taxes of any kind or nature (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, or otherwise) (collectively, “Losses”) by or with respect to any matters pertaining to your Account, your use of the Services, and other services provided by the Indemnified Parties under this Agreement, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Our or the Clearing

Broker's gross negligence or willful misconduct. You also understand and agree that Indemnified Parties will have no responsibility or liability to you in connection with the performance or non-performance by any Market Actor or other third party (including banks) of their obligations relative to your Account. You further understand and agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government actions or restrictions, force majeure events, or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive, or exemplary damages (including lost profits, trading losses and damages) that you may incur in connection with your Account, your use of the Services, and other services provided by Indemnified Parties under this Agreement. you ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICES TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.

You understand and agree that We will not be liable to you or any third party for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from:

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Services;
- any modification, suspension, or discontinuance of the Services;
- the Services generally or the software or systems that make the Services available;
- unauthorized access to or alterations of your transmissions or data;
- statements or conduct of any third party on the Services;
- any other user interactions that you input or receive through your use of the Services; or
- any other matter relating to the Services.

TO THE EXTENT NOT PROHIBITED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY BREACH OF ANY TERM IN THE TERMS, NEGLIGENCE, OR OTHER DEFAULT SHALL NOT EXCEED THE AMOUNT OF \$100. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

A. Automated Systems

You consent to the use of automated systems or service bureaus by Us, the Clearing Broker, and the Clearing Broker's affiliates in conjunction with your Account, including

automated order entry and execution, record keeping, reporting and account reconciliation, and risk management systems (collectively "Automated Systems"). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure of any computer hardware or software used by an Indemnified Party, or any telecommunications lines or devices used an Indemnified Party, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to you. You understand and agree that Indemnified Parties will have no liability whatsoever for any of my Losses arising out of or relating to a System Failure, Downtime, or any erroneous order or trade that prevents you from fulfilling your obligations under this Agreement, provided that you use commercially reasonable efforts to prevent or limit such erroneous order, trade, System Failure, or Downtime.

B. Indemnification

You agree that the Indemnified Parties shall have no liability for; and you agree to indemnify, defend, and hold harmless Indemnified Parties from; all Losses that result from: (i) your or your agent's misrepresentation or alleged misrepresentation, error of judgment, or act or omission, (ii) Indemnified Parties following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions, (iii) any activities or services of the Indemnified Parties in connection with your Account (including any technology services, reporting, trading, research or capital introduction services), or (iv) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to you. If you are a California resident, you hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If you are a resident of another jurisdiction, you hereby waive any comparable statute or doctrine. Further, if you authorize or allow third parties to gain access to the Services, including your Account or PS Account, you will indemnify, defend and hold harmless Us and Our respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. We do not warrant against loss of use or any direct, indirect or consequential damages or Losses to you caused by Our assent, expressed or implied, to a third party accessing your Account or PS Account or associated information, including access provided through any other third party systems or sites.

You agree to indemnify and hold the Indemnified Parties harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties arising out of or relating to (1) an assertion that Your User-Generated Content or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) Your violation of any rights of a third party; (3) any breach by You of your obligations under

these Terms; (4) Your unlawful and/or unauthorized use of, or activities in connection with the Services; (5) Your violation of any applicable law; (6) Your access to, use of, or inability to use the Services; and (7) any negligent acts, omissions or willful misconduct by You. The foregoing indemnities shall survive expiration or termination of these Terms.

C. Legal Costs

You agree to indemnify Us for actual, reasonable legal costs and expenses directly related to your Account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation that arise or relate to you or your use of your Account or the Services. You understand that, as a result, We will be entitled to charge your Account for such costs without notice, including legal and enforcement related costs that We incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and We may place any amounts garnered from you in a separate account, and will pay to you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such actions relate to a specific asset in your Account, that asset may not be transferred out of your Account until the matter is resolved.

26. Cancellation and Termination

A. Account Cancellation

It is your responsibility to properly cancel your Account. You can cancel your Account at any time by emailing support@passfolio.us and then following the specific instructions provided to you in Our response.

B. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. However, barring legal requirements, We will delete your Account and Your Content upon termination of the Services by either party (though some information may remain in encrypted backups). This information cannot be recovered once your Account is cancelled.

C. Our Right to Terminate

We reserve the right to suspend or terminate your access to all or any part of the Services for any reason, with or without notice, at any time. We also reserve the right to refuse service to anyone for any reason at any time.

27. Event of Death

You agree that in the event of your death, the representative of your estate or the survivor or survivors shall give Us written notice thereof as soon as practicable, and We may, before or after receiving such notice, take such actions, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in your

Account as We may deem advisable to protect Us against any tax, liability, penalty, or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of your death, We shall not be responsible for any action taken on orders made prior to the actual receipt of notice of death and a reasonable amount of time thereafter for Us to take the required measures. Further, We may in Our discretion close your Account without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. You shall continue to be liable to Us for any net debit balance or loss in said Account in any way resulting from the completion of transactions initiated prior to the receipt by Us of the written notice of the death or incurred in the liquidation of your Account, and for all other obligations pursuant to this Agreement. Such notice shall not affect Our rights under this Agreement to take any action that We could have taken if you had not died.

28. Miscellaneous

A. Governing Law

The Terms, and your relationship with Us under the Terms, shall be governed by the laws of the State of California, without regard to conflict of law provisions. You and Us agree to submit to the exclusive jurisdiction and venue of the courts located in the County of San Francisco, California.

B. Complete Agreement

The Terms, the documents referred to in these Terms, and terms and conditions contained in your Account statements and trade confirmations constitute the whole legal agreement between you and Us and govern your use of the Services (but excluding any services which We may provide to you under a separate written agreement), and completely replace any prior agreements between you and Us in relation to the Services.

C. Relationship of the Parties

You agree and understand that nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth in this Agreement.

D. Notices

You agree that We may provide you with notices, including those regarding changes to the Terms, by email or postings on Our website or Services.

E. Non-Assignability

You may not transfer, assign, charge, or otherwise dispose of these Terms, or any of your rights or obligations arising under them, without our prior written consent. Any unauthorized assignment and delegation by you is void.

We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising under it, at any time during its term.

F. Interpretation

Throughout these Terms, each section includes titles. These section titles are not legally binding. These section titles are for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions of this Agreement.

Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or,” when used in this Agreement, has the inclusive meaning represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires, words using the singular or plural number also include the plural or singular number, respectively.

G. Binding Effect; Assignment

This Agreement shall bind your heirs, assigns, executors, successors, conservators, and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. We may assign, sell or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.

H. Website Postings

You agree and understand that We may post other specific agreements, disclosures, policies, procedures, terms and conditions that apply to your use of the Services or Account on the Services (“Website Postings”). You understand that it is your continuing obligation to understand the terms of the Website Postings, and you agree to be bound by the Website Postings as are in effect at the time of your use.

I. Customers

The Services are offered only in jurisdictions where they may be legally offered. The Services shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. You understand that We are based in the United States.

J. Change of Control

You understand that in the event that We or substantially all of the assets used in connection with providing the Services is or are acquired by or merged with a third-party entity, We reserve the right, in any of these circumstances, to transfer or assign the information We collected from you as part of such merger, acquisition, sale, or other change of control.

K. Severability, No Waiver, and Survival

You agree that if We do not exercise or enforce any legal right or remedy which is contained in the Terms (or which We have the benefit of under any applicable law), this will not be taken to be a formal waiver of Our rights and that those rights or remedies will still be available to Us.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid or unenforceable, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

All provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, debts owed, general use of the Services, disputes with Us, and general provisions, shall survive the termination or expiration of this Agreement.

L. Amendments

These terms may only be modified by a written amendment signed by an authorized representative of Us.

M. Questions

Questions about the Terms should be sent to support@passfolio.us.