

## DIGITAL ASSET TRADING AND CUSTODY ACCOUNT SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of the date you electronically accept the terms and conditions set forth in this Agreement by clicking on the “Accept” virtual button below. This Agreement is made by and among, you (hereinafter “you,” “yours” or “Customer”), INVESTIFI, INC., a Delaware corporation with a principal place of business at 8 The Green, Suite # 7529, Dover, Delaware 19901 (“InvestiFi”), and ETANA TRUST COMPANY, d/b/a ETANA CUSTODY, a Colorado trust company with a principal place of business at 999 17th Street, Denver, Colorado 80202 (“Etana Custody”) (together with InvestiFi, “we,” “us,” or “our” or “ours”), hereinafter, each a “Party” and collectively, the “Parties.”

WHEREAS, Customer desires access to Digital Asset investments;

WHEREAS, Etana Custody provides access to over-the-counter Digital Asset liquidity providers, settlement services for the settlement of Digital Asset purchase and sale transactions and Digital Asset custody services for customers;

WHEREAS, InvestiFi provides software, mobile applications, and other technology solutions through which, when integrated with your Credit Union’s account access and management technology solutions, will permit Customers to communicate orders to purchase or sell digital assets and access digital asset account balances;

NOW, THEREFORE, for good and valuable consideration duly acknowledged as received by the Parties, the Parties agree as follows:

### 1. Digital Asset Trading and Custody Platform Terms and Conditions

#### **1.1. IMPORTANT DISCLOSURES AND CONSIDERATIONS**

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCEPTING OR BY USING THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS, INCLUDING THE SECTION TITLED “DISPUTE RESOLUTION BY BINDING ARBITRATION” (UNLESS YOU OPT OUT AS DESCRIBED BELOW).

#### **1.2. DIGITAL ASSETS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”), THE NATIONAL CREDIT UNION SHARE INSURANCE FUND (“NCUSIF”), OR THE SECURITIES INVESTOR PROTECTION CORPORATION (“SIPC”) AND MAY NOT BE INSURED BY ANY OTHER INSURER, INCLUDING AGAINST THEFT. THE VALUE OF DIGITAL ASSETS IS EXTREMELY VOLATILE AND CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT PERIOD, INCLUDING LOSS OF THE TOTAL VALUE. BUYING AND SELLING DIGITAL ASSETS ARE INHERENTLY RISKY, AND YOU SHOULD CONSIDER THE RISKS BEFORE DECIDING TO BUY OR SELL DIGITAL ASSETS.**

**1.3.** IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE SERVICE, YOUR ETANA CUSTODY ACCOUNT OR BALANCE, OR RELATED TRANSACTIONS, PLEASE CONTACT CUSTOMER SUPPORT VIA EMAIL: [SUPPORT@ETANA.COM](mailto:SUPPORT@ETANA.COM).

**1.4. Definitions.** Capitalized terms used in this Agreement will have the following meanings attributed to them unless the context demands otherwise.

- I. “Balance” and “Settled Balance” have the meanings attributed to them in Section 8.1. “Pending Balance” has the meaning attributed to it in Section 4.5.
- II. “Credit Union” means Frankenmuth Credit Union, with a principal place of business located at 580 North Main Street, Frankenmuth, MI 48734.
- III. “Credit Union Account” means the account at your Credit Union which, in connection with your use of the Service, your Credit Union will allow you (i) to transfer funds to Etana Custody to settle Digital Asset purchase transactions, and any related fees and transaction costs, and (ii) to receive fund transfers from Etana Custody in settlement of any Digital Asset sale transactions net of any related fees and transactions costs.
- IV. “InvestiFi Services” has the meaning set forth in Section 2 2.1 and 2.1.1.
- V. “Digital Asset” means a unit recorded on a decentralized distributed ledger, which is not a “security” as that term is defined under the Securities Act of 1933 or the Securities Exchange Act of 1934 or caselaw decided thereunder, regulations of the Securities and Exchange Commission or under any state law or state regulator’s regulations, administrative orders, or regulations.
- VI. “Service” has the meaning set forth in Section 2 below.

## **2. The Service**

**2.1. InvestiFi Platform and Services.** InvestiFi agrees to provide its software, mobile applications, and other technology solutions (“InvestiFi Platform”) through which, when integrated with your Credit Union’s customer account access and management technology solutions. You will be able

to communicate orders to purchase or sell Digital Assets and access your Digital Asset account balances maintained in your Etana Custody Account (the “InvestiFi Services”).

- 2.2. *Etana Custody Services.*** Subject to any limitations or restrictions otherwise set forth in this Agreement, Etana Custody will offer to sell Digital Assets to you. Etana Custody will maintain custody of any such Digital Assets purchased by you from Etana Custody (“Etana Custody Account”). Etana Custody will offer to purchase from you any Digital Assets held by you in your Etana Custody Account.
- 2.3. *Combined Services.*** Your Credit Union (including its technology and/or financial institution partners as applicable, your “Credit Union”) provides the website, mobile application, or other internet interface (the “Interface”) through which you can initiate buy or sell orders or view your Digital Assets balances and transactions as further described in “Your Use of the Service” below. The funds you use to purchase Digital Assets will be withdrawn from your Credit Union Account that is linked to your Etana Custody Account, and proceeds resulting from the sale of Digital Assets will be credited back to your Credit Union Account. These proceeds will not be credited to your Credit Union Account until they are received by your Credit Union, which may not be until the next Business Day or in some cases longer. At this point, the Service does not allow the deposit of Digital Assets into your Etana Custody Account from other sources or the withdrawal or transfer of Digital Assets, including to other accounts held in your name with Etana Custody or your Credit Union. The Service is provided exclusively by InvestiFi and Etana Custody with support from your Credit Union.
- 2.4. *Only Approved Digital Assets.*** Only Digital Assets approved by your Credit Union, Etana Custody and InvestiFi may be bought, sold and custodied through the Service.
- 2.5. *Representations and Warranties.*** To use the Service, you must, and by entering into this Agreement do, represent, and warrant that you:
- (a) are at least 18 years old (or at least the age of majority in the state in which you reside);
  - (b) have not been suspended or removed from the Service;
  - (c) are legally allowed to purchase, own, and sell Digital Assets and have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party;
  - (d) do not reside (or, if you are a business, are not headquartered) outside of the U.S. and reside in (or, if you are a business, are headquartered in) a state or territory where the Service is available. For the purpose of clarity, the Service is available in all states with the exception of New York;
  - (e) are not identified as a “Specially Designated National” by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and are not placed on the Commerce Department’s Denied Persons List;
  - (f) have a Credit Union Account in good standing with your Credit Union;

(g) are not subject to backup withholding by the U.S. Internal Revenue Service (“IRS”) or a state tax authority, and

(h) agree to receive communications relating to your Etana Custody Account electronically (including through the Interface, email, and secure message) in a manner compliant with the E-Sign Consent. In addition, if you are registering to use the Service on behalf of a legal entity, the person accepting this Agreement represents and warrants that;

(i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization,

(ii) such person is duly authorized by such legal entity to act on its behalf with respect to the Service, and

(iii) the entity has no legal or corporate constraints preventing the entity from using the Service.

- 2.6. *Sharing your information.* To provide the Service, Etana Custody and InvestiFi must coordinate with your Credit Union. You agree that your Credit Union may share your personal information (including information about transactions on your accounts with Credit Union) with us and Etana Custody and InvestiFi may share your personal information (including information about transactions on your Etana Custody Account) with your Credit Union as necessary to provide the Service. In addition, Etana Custody and InvestiFi may disclose your personal information (including transaction information) to third parties that perform services for us, including our affiliates. In addition, Etana Custody and InvestiFi may disclose your personal information: (a) to comply with applicable law; (b) to comply with a properly authorized civil, criminal, or regulatory investigation, or subpoena, or summons by governmental authorities; or (c) to respond to judicial process or regulatory authorities. Etana Custody and InvestiFi may also use your personal information to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability, for our own institutional risk control and for resolving customer disputes or inquiries, and as otherwise permitted by law or this Agreement. Please refer to our Privacy policies for more information about how Etana Custody and InvestiFi collect, use, and disclose your personal information.

Etana Custody – [Privacy Policy](#)

InvestiFi – [Privacy Policy](#)

- 2.7. *Communications:* Etana Custody and InvestiFi will communicate with you about the Service through your Credit Union using various electronic methods, including the Interface, email, or secure message, or by phone if you are contacting Customer Support, or non-electronic methods, including physical mail. When Etana Custody and InvestiFi communicate with you electronically, communication sent to your email of record or otherwise delivered in a manner you agreed to with your E-Sign Consent will be treated as delivered to you, unless you revoke your E-Sign Consent. While you can revoke our E-Sign Consent at any time, your consent to electronic records and communications is required to use the Service. This means that Etana Custody will terminate your access to the Service and close your Etana Custody Account if you elect to revoke your E-Sign Consent (see “Consequences of Closing Your Etana Custody Account”). Please refer to the E-Sign Consent for more information.

- 2.8. Education content:** Education content available in the InvestiFi Platform is for educational purposes only. This information is believed to be accurate at the time of publication, but is subject to change, and should not be construed as investment advice or financial advice. Do your own independent research before making any investment decisions.

### **3. Your Use of the Service**

- 3.1. Digital Assets Purchases and Sales.** You can use the Service to initiate orders through the Interface to buy Digital Assets (“Buy Orders”) and to sell Digital Assets (“Sell Orders”) (each an “Order” and once executed and settled, a “Transaction”). In submitting an Order, you (a) agree to be bound by the Transaction, including the obligation to pay the associated Price and Transaction Fee and/or receive the associated Transaction Proceeds and (b) accept the risks associated with such Transaction. You cannot cancel the Order once you have confirmed it through the Interface.
- 3.2. Single Purchase Limit.** No Buy Orders will be executed through the Service in excess of \$5,000 per transaction or an equivalent amount of Digital Assets (“Purchase Limit”) unless a different limit is displayed to you on the Interface. The Purchase Limit may be changed at any time, and additional limitations on Orders may be imposed at any time, subject to any prior notice requirements required by law.
- 3.3. Exclusive Relationship.** Your relationship with us is conditioned on your continued maintenance of your Credit Union Account with your Credit Union. *See* Section 11.7 below (Closing Your Credit Union Account).
- 3.4. Staking Services Not Permitted.** No staking, nomination, or validation, or substantially similar services by another name will be offered or permitted. You therefore will not be able to use staking, nomination, or validation services through this account, and will not attempt to link your account to another provider of staking services.
- 3.5. No Investment Advice.** InvestiFi or Etana Custody or both may provide you with information about Digital Assets and other digital assets, including investment strategies, from our own research and materials prepared by others. Although based on information generally believed to be reliable, neither InvestiFi nor Etana Custody make any guarantee of the accuracy, truthfulness, completeness, or relevance of any such information. Moreover, neither InvestiFi nor Etana Custody accept any obligation to update or correct this information. This information is designed to be generally educational in nature. It is not intended to be used by you to make an investment decision. Among other things, this information is not personalized or tailored to your investment objectives, including your personal risk tolerance, time horizon and liquidity needs, your individual financial circumstances or goals and may not be suitable for you. You agree that you understand that any statements regarding future prospects or events may not be realized, and that past performance is not necessarily indicative of future performance. Any information

relating to the legal, accounting or tax status of a Digital Asset or Digital Asset investments is not intended to provide legal, accounting or tax advice or to be used by anyone to provide legal, accounting or tax advice. You are urged to seek legal, accounting or tax advice based on your particular circumstances from an independent legal, accounting or tax professional.

#### **4. Buying Digital Assets**

- 4.1. *Transaction Total.*** When you buy Digital Assets, the “Transaction Total” reflects the total U.S. dollar amount you wish to spend. Any applicable Transaction Fee will be deducted from the Transaction Total, and the amount remaining after the Transaction Fee will be used to purchase Digital Assets at the applicable Price displayed in the Interface at the time you initiate the Buy Order (see the “Pricing and Fees” section below for details). For example, if you wish to spend \$100 and the Transaction Fee is 2%, then \$2 will be deducted from such \$100 Transaction Total and \$98 will be used to purchase Digital Assets. The Transaction Total cannot exceed the funds available in your Credit Union Account in U.S. Dollars.
- 4.2. *No Margined or Leveraged Trading.*** The value of the quantity of Digital Assets purchased in any one Transaction may not exceed the Transaction Total less the Transaction Fee at the time of the Transaction.
- 4.3. *Placing Buy Orders.*** You may place Buy Orders through the Interface subject to certain restrictions set forth in this Agreement, including the Purchase Limit. A “buy” Transaction is a sale of Digital Assets from Etana Custody to you. Because the market value of Digital Assets fluctuates, the Price offered to you for your Buy Order is only available for a limited period before expiring. If you still want to complete a Buy Order after the Price expires, you can request that Etana Custody refreshes its quote.
- 4.4. *Execution of Buy Orders.*** Once Etana Custody accepts the Buy Order, the Service will provide you with a Transaction Receipt and your Credit Union will withdraw (or hold for withdrawal) the Transaction Total in U.S. dollars from your Credit Union Account. While Etana Custody will immediately execute your Buy Order at the applicable Price following confirmation (a “Buy Transaction”), settlement of the Buy Transaction will not occur until Etana Custody receives the Transaction Total from your Credit Union.
- 4.5. *Pending Buy Transactions.*** You do not own Digital Assets purchased in a Buy Transaction prior to settlement of the Transaction. During this period, your Etana Custody Account will show a pending amount (“Pending Balance”) of Digital Assets. Because your Pending Balance reflects Digital Assets you do not yet own, it is not part of your Settled Balance, however it may be reflected in balance amounts shown to you through the Interface. You may not place a Sell Order using your Pending Balance.

- 4.6. *Settlement of Buy Transactions.*** The Transaction will settle when Etana Custody transfers Digital Assets to your Etana Custody Account and your Credit Union has delivered the Transaction Total from your Credit Union Account to Etana Custody. Etana Custody will not deliver Digital Assets to your Etana Custody Account unless your Credit Union has provided the funds necessary to settle the Transaction. When the Transaction settles, you will no longer have a Pending Balance for such Transaction and the settled Digital Assets will be reflected as part of your Settled Balance. Etana Custody will use commercially reasonable efforts to settle Buy Orders with your Credit Union within five (5) business days of your execution of the Buy Order.
- 4.7. *Failure to Deliver Transaction Total.*** If your Credit Union does not deliver the Transaction Total from your Credit Union Account sufficient to settle your Buy Transaction in a timely manner, Etana Custody may cancel the Transaction. If Etana Custody is not able to do so without cost to Etana Custody, you authorize Etana Custody to take any action that Etana Custody deems necessary to collect payment for the Transaction allowed under applicable law, including, but not limited to, offsetting against your Settled Balance by deducting or selling your Digital Assets to collect payment for ourselves (which could have adverse consequences to you, including tax liability).

## **5. Selling Digital Assets**

- 5.1. *Transaction Proceeds.*** When you sell Digital Assets, the “Transaction Total” reflects the U.S. dollar amount of Digital Assets you wish to sell before the Transaction Fee is deducted. The Digital Assets will be sold at the Price displayed in the Interface at the time you initiate the Sell Order, and the applicable Transaction Fee will be deducted from the U.S. dollar proceeds before the remaining proceeds (the “Transaction Proceeds”) are transferred to your Credit Union for your Credit Union to credit the Transaction Proceeds to your Credit Union Account (see the “Pricing and Fees” section below for details). For example, if you wish to sell \$100 worth of Digital Assets and the Transaction Fee is 2% then an amount of Digital Assets will be sold to generate gross proceeds of \$100. \$2 will be deducted from such \$100 Transaction Total and \$98 worth of Transaction Proceeds will be credited to your Credit Union Account.
- 5.2. *Placing Sell Orders.*** Subject to certain restrictions set forth in this Agreement, you may place an Order to sell some or all of the Digital Assets associated with your Settled Balance through the Interface. Because the market value of Digital Assets fluctuates, the Price presented for your Sell Order is only available for a limited period before expiring. If you still want to complete a Sell Order after the Price expires, you may request that Etana Custody provide you with a refreshed quote. If you attempt to place a Sell Order for all or substantially all of the U.S. dollar value of your Balance, Etana Custody and InvestiFi may require you to sell your entire Balance.
- 5.3. *No Short Sales.*** You may not sell more of a type of Digital Asset than the quantity held in your Etana Custody Account for that type of Digital Asset.

- 5.4. *Execution of Sell Orders.*** Once the Sell Order is accepted, a Transaction Receipt will be made available to you. While Etana Custody will immediately execute your Sell Order following confirmation (a “Sell Transaction”), you may not receive your Transaction Proceeds immediately.
- 5.5. *Pending Sell Transactions.*** You will not receive the Transaction Proceeds associated with the Sell Transaction until your Credit Union receives the Transaction Proceeds from Etana Custody and your Credit Union credits such proceeds to your Credit Union Account. Until such time, your Credit Union Account may or may not show a pending credit. Your Balance in your Etana Custody account will not reflect any Digital Assets sold pursuant to a Sell Transaction.
- 5.6. *Failure to Deliver Proceeds.*** Etana Custody and InvestiFi will use commercially reasonable efforts to deliver Transaction Proceeds to your Credit Union within five (5) business days of the execution of a Sell Transaction. Your Credit Union is responsible for crediting the Transaction Proceeds to your Credit Union Account. Etana Custody and InvestiFi are not responsible for any failure by your Credit Union to properly credit Transaction Proceeds to your Credit Union Account that Etana Custody has delivered to your Credit Union.

## **6. Order Execution, Rejection and Voided Transactions**

- 6.1. *Order Execution and Rejection.*** Etana Custody and InvestiFi may, in their discretion, elect to delay or cancel all or any part of an Order if Etana Custody or InvestiFi determine delay or cancellation is reasonably necessary to comply with applicable law or if Etana Custody or InvestiFi believe the Order to be erroneous or related to a prohibited use as set forth under this Agreement. Etana Custody and InvestiFi may decline to fulfill your Order for any reason. For example, Etana Custody and InvestiFi may decline to execute your Sell Order in the event your Credit Union Account is unable to receive Transaction Proceeds. Etana Custody and InvestiFi are not liable to you or any third party for any damages resulting from Etana Custody and InvestiFi’s decision to reject Orders.
- 6.2. *Erroneous Orders or Transactions.*** Etana Custody and InvestiFi reserve the right to adjust, cancel, correct, or take any other appropriate action when Etana Custody or InvestiFi deems that an Order or Transaction was initiated by you in error (“Erroneous Order or Transaction”). To the extent Etana Custody and InvestiFi determine that Etana Custody has executed an Order erroneously, Etana Custody and InvestiFi are responsible for resolving such error. However, Etana Custody and InvestiFi are not liable for any damages resulting from Erroneous Orders or Transactions that are not attributable to Etana Custody’s or InvestiFi’s error, or any attempt by Etana Custody or InvestiFi to adjust, cancel, correct, or take action with respect to such Erroneous Orders or Transaction.
- 6.3. *Voided Transactions.*** Etana Custody and InvestiFi reserve the right to void an Order or Transaction if (a) it is an Erroneous Order or Transaction, (b) the Order or Transaction results



from fraud or suspected fraud (c) your Credit Union does not deliver the Transaction Total from your Credit Union Account sufficient to settle your Buy Transaction in a timely manner, or (d) for any other reason permitted under applicable law or this Agreement. If Etana Custody or InvestiFi void an Order or Transaction, your Balance will be adjusted accordingly based on the amount of Digital Assets in the original Order. The dollar value of such Digital Assets may have fluctuated from the time the original Order was executed. Etana Custody and InvestiFi are not liable for any damages resulting from an Order or Transaction that is voided in accordance with this Agreement.

## **7. Pricing and Fees**

- 7.1. Price.** The “Price” means the price in U.S. dollars presented in the Interface at any given time in connection with a proposed Buy Order or Sell Order. Etana Custody will trade with you on a riskless principal basis, meaning that rather than maintaining an inventory of Digital Assets to sell to you, Etana Custody will source liquidity from over-the-counter liquidity providers or market-makers. The Price Etana Custody and InvestiFi display to you is based on (a) what Etana Custody believes is the market price of the Digital Asset at the time, which is typically related to the price of Digital Assets on large United States exchanges plus (b) a “Spread,” the difference between the price bid or offered by a liquidity provider. The Spread is intended to compensate Etana Custody for price movement and average expected execution costs to Etana Custody. The Price may be different than any price that you may see on any Digital Assets exchange or trading venue. The Spread may differ based on volatility, the amount of time the specific Price is available to trade, and the volume of Digital Assets that you are attempting to buy or sell among other factors Etana Custody and InvestiFi will not separately calculate or disclose the Spread Etana Custody earns on each Transaction. The Spread is separate, distinct from, and, in addition to, any Transaction Fee.
- 7.2. Transaction Fees.** The “Transaction Fees” displayed through the Interface will be assessed for the execution of Orders through the Service and are subject to change. You should carefully review the transaction fees displayed on the confirmation screen before confirming any order. Transaction Fees will be charged to compensate InvestiFi and your Credit Union for their respective roles in providing the Service to you.
- 7.3. Transaction Confirmation.** A “Transaction Confirmation” will be provided for each transaction and will include, among other information, a confirmation number, the date, the Price, and applicable Transaction Fee. You will be able to review Transaction Confirmations through the Interface.
- 7.4. Account Fees.** Etana Custody will not charge you a fee to open or maintain your Etana Custody Account. However, your Credit Union may charge you fees associated with your Credit Union Account, which may include fees for use of the Service (“Credit Union Account fees”). Credit Union Account ‘fees are governed by the separate terms you enter into with your Credit Union, not this Agreement, and are therefore not fees attributable to us or our administration of the Service.

## **8. Holding Digital Assets**

- 8.1. *Your Balance.* In addition to executing Buy Orders and Sell Orders on your behalf, Etana Custody will hold Digital Assets you own (your “Settled Balance”) on your behalf in your Etana Custody Account. Your Pending Balance and Settled Balance are collectively referred to in this Agreement as your “Balance.”
- 8.2. *Your Ownership Interest.* You do not own any specific, identifiable Digital Assets, but instead your ownership interest is for a specified amount of Digital Assets reflected in your Settled Balance (see “Omnibus Account” below), the price of which may fluctuate. Except as set for the below in Section 8.3, Etana Custody and InvestiFi have no right, interest, or title in or to your Settled Balance or your Etana Custody Account. Etana Custody and InvestiFi will not transfer, sell, loan, pledge, or encumber Digital Assets associated with your Settled Balance or your Etana Custody Account without instruction or consent, except as directed by law enforcement subject to a court order.
- 8.3. *Custodial Relationship.* You agree that (i) all property held in your Etana Custody Account under this Agreement is a “financial asset” for purposes of UCC Section 4-8-102(a)(9)(iii); (ii) ETANA is a “securities intermediary” for purposes of UCC Section 4-8-102(a)(14); (iii) your Etana Custody Account is maintained by Etana Custody and any other account maintained by Etana Custody for your benefit is a “securities account” within the meaning of UCC Section 4-8-501(a), and (iv) you have a security entitlement to any property held in the Etana Custody Account.
- 8.4. *Omnibus Account.* Etana Custody will hold your Settled Balance in one or more omnibus accounts on the decentralized peer-to-peer networks used to transfer the Digital Asset or Assets. Etana Custody holds on your behalf (“Digital Assets Network”) together with Digital Assets owned by other users of the Service. However, at no time will your Settled Balance be commingled with Digital Assets that Etana Custody owns.
- 8.5. *Nature of Digital Assets.* You agree that (i) Digital Assets held in your Etana Custody Account are of a type customarily traded in a recognized market, (ii) the prices of such Digital Assets are considered volatile and that it would not be necessary under UCC Section 4-9-611(b) to give notice of any proposed disposition of such Digital Assets, (iii) the market value will be the prices or bid or offer quotations for such Digital Assets published on the Coinbase trading platform, and (iv) in the absence of a price on the Coinbase trading platform, Etana Custody may use any generally recognized source for prices or bid or offer quotations for any Digital Asset in the Custody Account, in our sole, commercially reasonable discretion.

## **9. Your Obligations When Using the Service**

- 9.1. *Security.*** To use the Service, you must have or create secure credentials to access the Interface. Only you are authorized to use our secure credentials to access the Service. If you are an entity, only authorized users on your Credit Union Account are authorized to use your secure credentials. You are required to maintain and safeguard your secure credentials and ensure that the Service is only used in accordance with this Agreement. You are required to abide by any applicable terms of service and security requirements described on the Interface when accessing the Service.
- 9.2. *Personal or Entity Information.*** You must provide any information required when creating an Etana Custody Account or when prompted through the Interface or otherwise. You represent and warrant that any information you provide to us, or your Credit Union is accurate and complete. You must keep your name, taxpayer identification number and contact information, such as your current mailing address, email address, and telephone number, up to date on your Credit Union Account. If you are an entity, you must keep certain other information updated with your Credit Union, including any necessary or appropriate resolutions or certifications of authority with respect to your Credit Union Account and your Etana Custody Account.
- 9.3. *Email Address.*** If any email communication is returned as undeliverable, Etana Custody and InvestiFi retain the right to suspend your access to the Service until you provide and confirm a new and valid email address to your Credit Union.
- 9.4. *Residence or Headquarters.*** If your contact information changes, you must notify your Credit Union immediately. If the jurisdiction in which you reside (or, if you are a business, the jurisdiction where you are headquartered) changes, Etana Custody may in our discretion (a) allow your Etana Custody Account to remain open and active; (b) terminate your Etana Custody Account (see “Consequences of Closing Your Etana Custody Account”); (c) suspend your Etana Custody Account for up to thirty (30) days; (d) transition your Etana Custody Account to a third-party custodian; or (e) take any combination of these actions Etana Custody and InvestiFi deem necessary or appropriate, in our discretion, to comply with applicable law.
- 9.5. *Unauthorized Orders and Transactions.*** You are responsible for all Orders and Transactions, including related instructions, using your Etana Custody Account or the Service, including all authorized or unauthorized access to your Etana Custody Account and use of your secure credentials through the Interface, and related liability due to your actions or negligence, to the maximum extent permitted by law. Orders made using your credentials are treated as authorized by you, unless you provide us notification that the security of your secure credentials has been compromised prior to our receipt of any unauthorized Order. If you did not authorize a particular Order or Transaction, suspect fraudulent activity or believe there has been an error with respect to your Etana Custody Account, you must immediately contact Customer Support via email at [support@etana.com](mailto:support@etana.com). Etana Custody and InvestiFi are not responsible for any losses from your Credit Union Account.

- 9.6. *Receipt of Unpurchased Digital Assets.*** If your Balance or Etana Custody Account reflects the receipt of Digital Assets that you (a) did not purchase by submitting a Buy Order or (b) otherwise did not pay for (including if your attempted payment was reversed or declined by your Credit Union) you may not sell such Digital Assets pending resolution of the error. If you sell any Digital Assets you did not purchase, Etana Custody and InvestiFi will deny your claim of such sale and may recover any Transaction Proceeds from you.
- 9.7. *Prohibited Uses.*** You are prohibited from using your Etana Custody Account, the Service, or the Interface for any illegal purpose, including, but not limited to, money laundering, engaging in fraud or attempted fraud, or manipulating the Digital Asset markets.
- 9.8. *Taxes.*** You may have tax liability that arises from Buy Orders and Sell Orders, including Final Sell Orders, executed by Etana Custody on your behalf. Etana Custody and InvestiFi (or your Credit Union acting on our behalf) will provide you with IRS Forms 1099 in a manner described in “Communication” and Etana Custody and InvestiFi will report any Form 1099 filings to the IRS. It is your responsibility to determine whether, and to what extent, you have tax liability as a result of Transactions conducted in connection with the Service, and to report and remit, the correct amounts of taxes to the appropriate tax authorities. If you become subject to backup withholding by the IRS or a state tax authority, you must notify your Credit Union immediately. If Etana Custody and InvestiFi are informed that you are subject to backup withholding, Etana Custody and InvestiFi may withhold Transaction Proceeds in order to comply with the IRS directive or state equivalent or Etana Custody and InvestiFi may freeze, restrict, or terminate your access to the Service and close your Etana Custody Account.
- 9.9. *Assignment.*** You may not assign, sub-license, sub-contract, or alter your rights or obligations under this Agreement, without our prior written consent. Etana Custody and InvestiFi may at any time assign this agreement to another party, including but not limited to a successor or affiliate.

## **10. Risks You Assume When Using the Service**

- 10.1. *Digital Asset Networks.*** Etana Custody and InvestiFi do not control the Digital Asset Networks and therefore are not responsible for the services provided by the Digital Asset Networks, specifically verifying and confirming the transactions. Etana Custody and InvestiFi cannot cancel or reverse a transaction request that has been submitted to a Digital Asset Network: once submitted, it cannot be cancelled or modified. Likewise, Etana Custody and InvestiFi have no control over the Digital Asset Networks and therefore cannot ensure that any transaction request Etana Custody submits to a Digital Asset Network will be completed. As a result, you assume the risk associated with any delay or any failure attributable to a Digital Asset Network.
- 10.2. *Forks and Airdrops.*** The Service and your Etana Custody Account only supports certain specified Digital Assets (“Supported Digital Assets”). Etana Custody and InvestiFi are not required to allow you to use the Service in connection with any Digital Asset that has been

created as a result of a “fork” (a change to a network’s protocol which creates a permanent diversion in a digital asset) or received through an “airdrop” (sending a digital asset to a public wallet address, whether or not the owner of the public wallet address is anticipating or interested in accepting the digital asset). Etana Custody and InvestiFi, together with your Credit Union, will exercise commercially reasonable judgment to determine which post-fork Digital Assets are Supported Digital Assets. As a result, you assume the risk associated with forks and airdrops, including the risk that you may not be able to sell or withdraw forked or airdropped Digital Assets from your Etana Custody Account through the Service or otherwise.

**10.3. *Market Volatility.*** Particularly during periods of high volume, illiquidity, fast movement, or volatility in the marketplace for Digital Assets or U.S. dollars, the Price at which a trade is executed may be different from any prevailing market price. You understand that Etana Custody and InvestiFi are not liable for any such price fluctuations in the event of a market disruption or unforeseen circumstances (as described in the this Agreement), Etana Custody and InvestiFi may do one or more of the following: (a) suspend your access to the Service, or (b) prevent you from completing any Orders or other actions via the Interface. Following any such event, when the Service resumes, prevailing market rates and the Price may differ significantly from the rates and Price that were available prior to such event.

**10.4. *Other Trading Activity, Conflicts.*** Etana Custody and InvestiFi engage in trading Digital Assets for other customers and for our own accounts to facilitate customer transactions on a riskless principal basis. Etana Custody and InvestiFi may have interests that differ from or conflict with your interest, including the potential risk that immediately before, during, or after, Etana Custody and InvestiFi have a proposed or actual Order from you Etana Custody and InvestiFi may execute a trade for other clients in the same or opposite direction as you.

**10.5. *Service Disruptions.*** While Etana Custody and InvestiFi strive to provide you with best-in-class service without any disruptions or delays, no service provider can guarantee service without interruption. Access to the Service may be disrupted or unavailable due to circumstances beyond our control, technological failures or due to scheduled or unscheduled maintenance. This could result in the inability to complete Buy Orders and Sell Orders for a period of time and may also contribute to delays in communication with you regarding the Service. The Service being unavailable for a period of time could have consequences to you, particularly if the Price differs significantly from the rates and Price available prior to such event.

## **11. Your Etana Custody Account**

**11.1. *No Joint Accounts and Access to Transaction Proceeds.*** At this time, you may not maintain an Etana Custody Account jointly with any other person. Because the Service is linked to your Credit Union Account, any other owners or authorized users on your Credit Union Account will have access to your Transaction Proceeds. If you do not wish for such owners or authorized users to have access to Transaction Proceeds, you should not link such Credit Union Account to the Service.

**11.2. *Freezing Your Etana Custody Account.*** You may request to freeze or unfreeze your Etana Custody Account by contacting Customer Support via email at [support@etana.com](mailto:support@etana.com). Your request to freeze or unfreeze your Etana Custody Account will not be complete until Etana Custody and InvestiFi have had a reasonable time to act on it. While your Etana Custody Account is frozen, your access to all or part of the Service will be suspended, but your Etana Custody Account may still fluctuate in value. Etana Custody and InvestiFi are not liable for any loss in value in your Etana Custody Account as a result of those fluctuations while the Service, or your access to your Etana Custody Account, is frozen. Etana Custody may close your Etana Custody Account if it is frozen for an extended period of time (60 days or more) upon providing notice to you.

**11.3. *Closing Your Etana Custody Account.*** You may request to close your Etana Custody Account at any time by contacting Customer Support via email at [support@etana.com](mailto:support@etana.com) (“Etana Custody Account Closure Request”). You can only close your Etana Custody Account if you have sold all Digital Assets in your Etana Custody Account, meaning you have a Balance of zero (see “Liquidating your Etana Custody Account” and “Consequences of Closing Your Etana Custody Account”). Your Etana Custody Account will not be closed until Etana Custody has had a reasonable time to act on your request. Closure will not affect any rights or obligations that you had before Etana Custody closed your Etana Custody account.

**11.4. *Liquidating Your Etana Custody Account.*** Etana Custody will be unable to process your Etana Custody Account Closure Request until you initiate a Sell Order for any remaining Balance you have at that time (“Final Sell Order”). You acknowledge that the price of Digital Assets may decline between the time you submit your initial Etana Custody Account Closure Request and the execution of the Final Sell Order, you alone bear the risk of any such price decline. Like all Sell Orders, you are responsible for any Transaction Fee incurred in connection with the Final Sell Order. Please see the “Taxes” section above and the “Consequences of Closing Your Etana Custody Account” section below for additional information regarding the tax and other implications of liquidating your Etana Custody Account.

**11.5. *Consequences of Closing Your Etana Custody Account.*** Any time your Etana Custody Account is closed, whether you voluntarily or as a result of your action (for example, your change of residence to a different state, your withdrawal of your E-Sign Consent, your closure of your Credit Union Account) or inaction (for example, account inactivity for a period of two years or longer), or by us as set forth in “Reasons Etana Custody may Suspend or Terminate your Etana Custody Account” below, there could be adverse consequences. For example, the Final Sell Order could result in losses, the Transaction Fee, and/or tax liability as further described in the sections “Liquidating your Etana Custody Account” and “Taxes” above.

**11.6. *Payable on Death (POD) Beneficiary.*** It is the responsibility of the Credit Union to notify Etana Custody of a member’s death prior to closing the member’s Credit Union account(s). Member acknowledges that they are establishing an individual digital asset custody account with no beneficiary designation. Member understands, acknowledges, and agrees that when Etana Custody is notified of a member’s death, Etana Custody will liquidate all digital assets held for

the member within seven (7) business days from the date of notification received from the Credit Union;

- i. If the member's account has not been closed, Etana Custody will transfer the proceeds from the liquidation to the member's Credit Union account(s) and the proceeds from the liquidation will be subject to the governing terms of service for the Credit Union account; or
- ii. If the member's Credit Union account(s) have been closed, Etana Custody will deliver the proceeds from the liquidation to the Credit Union at which time the Credit Union is responsible for notification and distribution of the proceeds according to the Credit Union's established policies and procedures.

**11.7.***Status of Your Credit Union Account.* If you close your Etana Custody Account, your Credit Union may elect to terminate your Credit Union Account or convert your Credit Union Account to a different account type. Please review the separate terms governing the Credit Union Account for more information.

**11.8.***Closing Your Credit Union Account.* If you close your Credit Union Account ("Credit Union Account Closure"), Etana Custody may treat the Credit Union Account Closure as an Etana Custody Account Closure Request. You must initiate a Final Sell Order (unless your Balance is zero) before Etana Custody can process the Etana Custody Account Closure Request. If you do not initiate a Final Sell Order within a reasonable time, Etana Custody may initiate a Final Sell Order on your behalf. Etana Custody will provide notice to you before initiating a Final Sell Order on your behalf, unless Etana Custody legal is unable to do so for legal or regulatory reasons (for example, if Etana Custody is subject to a court order) or if providing notice is not practical under the circumstances (for example, because the account owner is deceased). In addition, Etana Custody will be unable to process a Final Sell Order if prohibited by law (for example, because the recipient is sanctioned). See "Liquidating your Etana Custody Account" and "Consequences of Closing your Etana Custody Account." Your Credit Union is responsible for delivering the Transaction Proceeds to you and Etana Custody is not responsible for any failure by your Credit Union to do so. However, Etana Custody may, in our sole discretion allow you to maintain the Etana Custody Account and if so, Etana Custody may request and receive additional information from your Credit Union or from you directly so that Etana Custody and InvestiFi can continue to provide the Service and otherwise comply with applicable law.

**11.9.***Reasons Etana Custody may Suspend or Terminate your Etana Custody Account.* Etana Custody may suspend or terminate your access to the Service and to your Etana Custody Account for any reason, including if Etana Custody determines, in our sole discretion, that (a) you are no longer eligible to participate in the Service; (b) you have violated this Agreement; (c) you have engaged in suspicious or fraudulent activity in connection with the Service or otherwise used the Service in an attempt to defraud us or any person; (d) Etana Custody is notified of a court order or other

legal process (including garnishment, divorce, bankruptcy, or any equivalent processes) relating to you; (e) Etana Custody receives legal documentation or notice from your Credit Union confirming your death or otherwise receive information leading us to believe you have died; (f) you control another account with us that is subject to suspension or closure by us for any reason; (g) your Etana Custody Account has remained in an inactive status for a period of two years or longer; or (h) Etana Custody believes it is required to do so in order to comply with applicable law, in addition, Etana Custody may, in its sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of the Service.

**11.10. *Suspension or Termination by Etana Custody.*** If Etana Custody notifies you of our decision to close your Etana Custody Account, you must initiate a Final Sell Order. If you do not initiate a Final Sell Order within a reasonable time, Etana Custody may initiate a Final Sell Order on your behalf. Etana Custody will provide notice to you before initiating a Final Sell Order on your behalf unless Etana Custody is unable to do so for legal or regulatory reasons (for example, if Etana Custody is subject to a court order) or if providing notice is not practical under the practical under the circumstances (for example, because the account owner is deceased). In addition, Etana Custody will be unable to process a Final Sell Order if prohibited by law (for example, because the recipient is sanctioned). See “Liquidating your Etana Custody Account” and “Consequences of Closing Your Etana Custody Account.” If Etana Custody suspends your Etana Custody Account, your access to all or part of the Service will be suspended, but your Etana Custody Account may still fluctuate in value. Etana Custody and InvestiFi are not liable for any loss in value in your Etana Custody Account as a result of those fluctuations while the Service, or your access to your Etana Custody Account, is frozen. See “Reasons we may Suspend or Terminate your Etana Custody Account.”

## **12. DISCLAIMER OF WARRANTIES AND LIMITATION OF OUR LIABILITY**

**12.1. *Disclaimer of Warranties.*** EXCEPT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ETANA CUSTODY AND INVESTIFI AND OUR SERVICE PROVIDERS (INCLUDING YOUR CREDIT UNION) EXPRESSLY DISCLAIM AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED., INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE TITLE AND NON-INFRINGEMENT AS TO THE SERVICE INCLUDING THE INFORMATION, CONTENT, AND MATERIALS CONTAINED THEREIN. YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH THE SERVICE MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, UNFORESEEN CIRCUMSTANCES (FORCE MAJEURE EVENTS) OR OTHER DISASTERS INCLUDING THIRD-PARTY DISTRIBUTED DENIAL-OF-SERVICE ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE SERVICE.



Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this subsection may not apply to you.

**12.2.***Limitation of Liability.* TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW ETANA CUSTODY AND INVESTIFI AND OUR SERVICE PROVIDERS (INCLUDING YOUR CREDIT UNION, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES) WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ALL DAMAGES INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT DAMAGES, LOST PROFITS, TRADING LOSSES OR OTHER DAMAGES THAT RESULT FROM YOUR USE OR LOSS OF USE OF THE INTERFACE OR THE SERVICE OR ANY THIRD-PARTY CONTENT, OUR INABILITY TO RECEIVE ORDERS OR INSTRUCTIONS THROUGH THE INTERFACE OR THE SERVICE, THE LOSS OR CORRUPTION OF DATA THROUGH THE INTERFACE OR THE SERVICE, AND ANY INCONVENIENCE OR DELAY. THIS IS TRUE EVEN IF ETANA CUSTODY AND INVESTIFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR EVEN IF SUCH LOSSES WERE FORESEEABLE. ETANA CUSTODY AND INVESTIFI AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH ETANA CUSTODY AND INVESTIFI DO NOT HAVE DIRECT CONTROL (SEE, “UNFORESEEN CIRCUMSTANCES” BELOW). IF YOU ARE LOCATED IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**12.3.***Unforeseen Circumstances.* ETANA CUSTODY AND INVESTIFI AND OUR SERVICE PROVIDERS (INCLUDING YOUR CREDIT UNION) WILL NOT BE RESPONSIBLE FOR ANY FAILURE TO PERFORM OUR DUTIES AND WILL NOT BE LIABLE HEREUNDER FOR ANY LOSS OR DAMAGE IN ASSOCIATION WITH SUCH FAILURE TO PERFORM, INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PRICE FLUCTUATION IN DIGITAL ASSETS, INCLUDING AS A RESULT OF ANY CIRCUMSTANCE OR EVENT WHICH IS BEYOND OUR (OR OUR AGENT’S) REASONABLE CONTROL THAT ADVERSELY AFFECTS OUR ABILITY TO PROVIDE THE SERVICE. SUCH CIRCUMSTANCES INCLUDE ANY EVENT CAUSED BY, ARISING OUT OF, OR INVOLVING: (A) AN ACT OF GOD; (B) ACCIDENT, FIRE, WATER, OR WIND DAMAGE OR EXPLOSION; (C) ANY COMPUTER SYSTEM, OR OTHER EQUIPMENT FAILURE OR MALFUNCTION CAUSED BY ANY COMPUTER VIRUS OR OTHER MALICIOUS CODE OR THE MALFUNCTION OR FAILURE OF ANY COMMUNICATIONS MEDIUM OR ANY PHISHING OR SPOOFING OR OTHER ATTACK; (D) ANY INTERRUPTION OF THE POWER SUPPLY OR OTHER UTILITY SERVICE; (E) ANY STRIKE OR OTHER WORK STOPPAGE, WHETHER PARTIAL OR TOTAL; (F) ANY DISRUPTION OF, OR SUSPENSION OF TRADING IN THE DIGITAL ASSET MARKETS; (G) ACTS OF WAR OR TERRORISM, (H) EPIDEMICS OR PANDEMICS, (I) GOVERNMENTAL, REGULATORY OR COURT ORDERS, OR CHANGE IN LAW, REGULATION, ORDINANCE OR RULE, OR (J) ANY OTHER SIMILAR EVENT.

**12.4. Credit Union Disclosures.** You understand, acknowledge, and agree that the Digital Assets purchased by you through the Service:

- are not federally insured;
- are not obligations of your Credit Union;
- are not guaranteed by your Credit Union;
- are or may be heavily speculative and volatile;
- may have associated fees;
- may not allow member recourse; and
- are being offered by a third party.

### **13. Dispute Resolution by Binding Arbitration**

PLEASE READ THIS DISPUTE RESOLUTION BY BINDING ARBITRATION SECTION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU, ON THE ONE HAND, AND ETANA CUSTODY OR CRYPTOFI OR BOTH, ON THE OTHER, SUBJECT TO THE TERMS AND OPTOUT OPTION SET FORTH BELOW.

**13.1. Scope of “Disputes by Binding Arbitration.”** By agreeing to this Agreement, you, and Etana Custody and InvestiFi agree to resolve any Disputes through final and binding arbitration as discussed herein, except as set forth under “Exceptions to Agreement to Arbitrate” subsection below. You and Etana Custody and InvestiFi agree that any and all past, present and future dispute, claims, or causes of action arising out of or relating to your use of the Service, your use of the Etana Custody Account, this Agreement, or any other controversies or disputes between or among you, Etana Custody and InvestiFi or any of our affiliates, licensors, distributors, suppliers or agents, whether arising prior to or after you agreed to this Agreement (collectively, “Dispute(s)”), will be determined by arbitration unless (a) you opt out as provided in the “Opt-Out of Agreement to Arbitrate” subsection below or (b) your Dispute is subject to an exception to this agreement to arbitrate set forth in the “Exceptions to Agreement to Arbitrate” subsection below. You and Etana Custody and InvestiFi further agree that any arbitration pursuant to this subsection will not proceed as a class, group, or representative action.

**13.2. Informal Dispute Resolution.** Etana Custody and InvestiFi want to address your concerns without the need for a formal legal dispute. Before filing a claim against either Etana Custody or InvestiFi or both, you agree to try to resolve the Dispute informally by contacting Customer Support at Etana Custody, Attn: Legal Department, [support@etana.com](mailto:support@etana.com). Similarly, Etana Custody and InvestiFi will undertake reasonable efforts to contact you (if Etana Custody and InvestiFi have contact information for you) to resolve any claim Etana Custody or InvestiFi may possess before taking any formal action, unless Etana Custody and InvestiFi have a legal or regulatory obligation to do otherwise. If a Dispute is not resolved within 30 days after the initial notification of the Dispute is sent, you or Etana Custody and InvestiFi may initiate an arbitration proceeding as described below.

**13.3.***Opt-Out of Agreement to Arbitrate.* If you do not wish to be subject to “Dispute Resolution by Binding Arbitration,” you may opt out of “Dispute Resolution by Binding Arbitration” by sending a written notice to Customer Support at Etana Custody, Attn: Legal Department, [support@etana.com](mailto:support@etana.com) within thirty (30) days of first accepting this Agreement. You must date the written notice, and include your first and last name, your address, your Credit Union’s name, and a clear statement that you do not wish to resolve disputes with either Etana Custody or InvestiFi or both through arbitration. If no written notice is submitted by the 30-day deadline, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except with regard to the exceptions set forth in “Exceptions to Agreement to Arbitrate” subsection below. By opting out of the agreement to arbitrate, you will not be precluded from using the Service, but you, on the one hand, and Etana Custody or InvestiFi, on the other, will not be permitted to invoke the mutual agreement to arbitrate to resolve Disputes under the terms otherwise provide herein.

**13.4.***Judicial Forum for Disputes.* Except as otherwise required by applicable law, in the event that this “Dispute Resolution by Binding Arbitration” section is found not to apply, the exclusive jurisdiction and venue of any Dispute (other than small claims actions) will be the state and federal courts located in City and County of Denver, Colorado, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You, Etana Custody and InvestiFi both further agree to waive our rights to a jury trial.

**13.5.***Arbitration Procedure and Fees.* You, Etana Custody and InvestiFi agree that the American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes in effect at the time arbitration is sought (“AAA Rules”). Those rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. If for any reason the AAA is unable or unwilling to arbitrate the dispute, Etana Custody and InvestiFi may agree on an alternative arbitrator, or, if Etana Custody and InvestiFi are unable to agree, Etana Custody and InvestiFi will use another national or regional arbitration group and in such event the AAA Rules will be applied to any circumstance that is not addressed by the rules of the chosen arbitrator. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration). Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator, in accordance with the AAA Rules. The arbitrator(s) will be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this subsection, if either you or Etana Custody or InvestiFi seek injunctive relief that would significantly impact other users of the Service as reasonably determined by either you or us, you, Etana Custody and InvestiFi each agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. You, on the one hand, and Etana Custody and InvestiFi, on the other, will each select one arbitrator, and the two party-selected arbitrators will select the third, who will serve as chair of the arbitral panel. That chairperson will be a retired judge, or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has

been met, the sole arbitrator appointed in accordance with this subsection will make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either you or us or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding, and any award will be confidential.

**13.6. *Procedures for Smaller or Larger Disputes.*** In a Dispute involving \$10,000 or less, the arbitration will be conducted solely on the basis of the documents that you submit to the arbitrator(s), unless the arbitrator determines that a telephonic or in-person hearing is necessary. In a Dispute involving more than \$10,000 any hearing will be held via videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. If a hearing is warranted, arbitration will be conducted in the county where you reside or such other location as you and Etana Custody and InvestiFi may agree. If Etana Custody and InvestiFi elect arbitration, Etana Custody and InvestiFi will pay all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules. However, if the value of the relief sought is \$10,000 or less, at your request, Etana Custody and InvestiFi will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator(s) finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the AAA Rules. Both you and Etana Custody and InvestiFi will bear the expense of their own attorneys' fees, except as otherwise required by law. This "Dispute Resolution by Binding Arbitration" section will be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

**13.7. *Arbitration Will Proceed Individually.*** You, Etana Custody and InvestiFi collectively agree that the arbitration of any Dispute will proceed on an individual basis, and neither you, on the one hand, nor Etana Custody and InvestiFi, on the other, may bring a claim as a part of a class, group, collective, coordinated, consolidated, or mass arbitration (each a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against either Etana Custody or InvestiFi or both will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants, and (b) counsel for the claimants are the same, share fees, or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

**13.8. *Class Action and Collective Arbitration Waiver.*** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU, ON THE ONE HAND, NOR ETANA CUSTODY AND INVESTIFI, ON THE OTHER, WILL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE AND DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND

UNCONDITIONALLY WAIVED ANY CHALLENGE TO THE VALIDITY OF THIS SUBSECTION WILL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

**13.9.***Exceptions to Agreement to Arbitrate.* Notwithstanding your and our agreement to arbitrate Disputes, you, on the one hand, and Etana Custody and InvestiFi, on the other, each retain the right (a) to bring an individual action in small claims court, and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights, or for any other equitable relief as may be applicable.

**13.10.***Survival and Severability of "Dispute Resolution by Binding Arbitration."* This "Dispute Resolution by Binding Arbitration" section will survive the termination or expiration of this Agreement. With the exception of the "Class Action and Collective Arbitration Waiver" subsection above if a court or arbitrator decides that any part of this "Dispute Resolution By Binding Arbitration" subsection is invalid or unenforceable, then the remaining portions of this "Dispute Resolution By Binding Arbitration" subsection will remain valid and in force in the event that a court or arbitrator finds that all or any portion of the "Class Action and Collective Arbitration Waiver" subsection to be invalid or unenforceable, then the entirety of this "Dispute Resolution By Arbitration" section will be deemed void and any remaining Dispute must be litigated in court pursuant to the "Judicial Forum for Disputes" subsection.

#### **14. Miscellaneous**

**14.1.***Complaints.* If you would like to make a complaint about your use of the Service or your Etana Custody Account, please contact Customer Support at [support@etana.com](mailto:support@etana.com).

**14.2.***Governing Law.* This Agreement, your Etana Custody Account, your use of the Service, and any Order or Transaction pursuant to this Agreement, and all other matters arising under it will be governed by the laws of the State of Colorado, without regard to the conflicts of law provisions thereof.

**14.3.***English Language Controls.* Any translation of this Agreement, our receipts, our communications, or any other language relating to us or the Service is provided solely for your convenience. The meaning of all such language is subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**14.4.***Amendment.* Etana Custody and InvestiFi may revise or supplement this Agreement from time to time. The revised version will be effective at the time Etana Custody and InvestiFi post it, unless otherwise noted. If our changes to this Agreement reduce your rights or increase your

responsibilities Etana Custody and InvestiFi will provide you with prior notice of such change as required by applicable law. If you do not agree with any changes to this Agreement, you must immediately stop using the Service and request closure of your Etana Custody Account.

**14.5. *Waiver.*** No waiver of any provision of this Agreement will be deemed to have occurred by the failure or delay by either Etana Custody or InvestiFi or both in exercising any right or remedy provided in this Agreement and any exercise of such right or remedy in whole or in part, by either or both of us will not preclude any other or further exercise of any other right or remedy. The rights and remedies provided in this Agreement are separate, independent, and cumulative, and not exclusive of any rights or remedies to which Etana Custody or InvestiFi are at any time entitled anywhere, whether by operation of law or otherwise.

**14.6. *Whole Agreement.*** This Agreement, together with any other documents incorporated herein by reference, including any Exhibits hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**14.7. *Severability.*** If any provision(s) of this Agreement is deemed unenforceable or void, that provision(s) will be limited and construed to make it enforceable, or, if such limitation or construction is not possible, that provision(s) will be deemed stricken from this Agreement with the other terms remaining in full force and effect.

**14.8. *Third-Party Beneficiaries.*** A person who is not a party to this Agreement has no right to enforce any provision of this Agreement, except that (a) your Credit Union is a third-party beneficiary of the section “Sharing your Information” and may enforce the language entitling your Credit Union to share your personal information with us and (b) our service providers (including your Credit Union) are third-party beneficiaries of the sections “Buy and Sell Digital Assets”, “Purchase Limit”, “Transaction Fees”, “Secure Credentials”, “Prohibited Uses”, “Assignment”, “Market Volatility”, “Disclaimer of Warranties”, “Limitation of Liability”, and “Unforeseen Circumstances” and may enforce those provisions.

**14.9. *Survival.*** All provisions of this Agreement which by their nature extend beyond the expiration of termination for this Agreement, will survive the termination or expiration of this Agreement.

☐ I confirm that I am not subject to backup withholding by the IRS or state tax authorities.

☐ I agree to Etana Custody’s E-Sign Consent and Privacy Policy.

☐ I agree to InvestiFi’s E-Sign Consent and Privacy Policy.

By clicking “Accept” below you acknowledge that you have reviewed and agree to the terms and conditions of this Agreement.