

Terms of Service

These Terms of Service are a contract (the “Agreement”) between yourself as an individual or entity “you” and SAFE Trust Company, a Wyoming public trust company (“SAFE” or “sFOX”) and supplements the SAFE Custodial Services Agreement (“Custodial Agreement”).

PLEASE READ THIS CAREFULLY – IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND SAFE. By

signing up to use an account with SAFE you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement. If you do not agree to any part of this Agreement or the Custodial Agreement, you may not use the sFOX Site or the Services (as defined below).

1. sFOX SERVICES AND USE

1.1.sFOX Services. Through your sFOX account (“sFOX Account”) and the sFOX Site you are able to buy and sell cryptocurrency and have access to trading algorithms, in addition to certain other services that may be provided by sFOX from time to time, including, among other things, account management tools, general news and information, trading alerts, market data including price and analytics, and educational information (collectively, the “Services”). When using the Services to buy or sell cryptocurrency through your sFOX Account, you are directly buying from, and directly selling to, sFOX. sFOX does not offer exchange or clearance services. sFOX and its affiliates may transact through their own accounts to provide the Services, for purposes including, but not limited to, treasury management and to effect purchases and sales of cryptocurrency by sFOX and its affiliates.

1.2.Eligibility. You must be 18 years old to use the sFOX Site or the Services and represent that you are of such age in doing so. If you are using the Services on behalf of a legal entity, you further represent and warrant that the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and you are duly authorized by such legal entity to act on its behalf. Furthermore, you represent and warrant that you meet the following requirements: (i) you have not previously been suspended or removed from using our Services; (ii) you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which it is a party; (iii) you are not located in, under the control of, or a national of any restricted location or any country to which the United States, Singapore, or the British Virgin Islands have embargoed goods or services; (iv) neither you or any authorized person on your sFOX Account has been identified as a “Specially Designated National” by OFAC; (v) no one employed by you or who is an investor or principal has been placed on the U.S. Commerce Department’s Denied Persons List; and (vi) you will not use our Services if any applicable laws in the country of its incorporation or operation prohibits you from doing so in accordance with this Agreement. sFOX may not make all the Services available in all markets and jurisdictions and may restrict or prohibit use of all or a portion of the Services from certain countries, states, territories, or jurisdictions.

1.3.Permitted Use. You agree and acknowledge that your use of the sFOX Site or the Services will not involve any unlawful or otherwise undesirable activity (as determined by sFOX in its absolute and sole discretion), including, but not limited to dealing in regulated products or services, pseudo-pharmaceuticals, adult content and services, unfair/predatory practices, counterfeit goods, gambling, suspected money laundering, or drug activity. In addition, you represent that your sFOX Account is discretionary in nature, and is not being used primarily for personal, family, or household purposes.

1.4.Limited License. SFO grants you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the sFOX Site and limited and related websites, content, materials, and information (collectively, the “Content”) solely for approved purposes as permitted by sFOX from time to time. Any other use of the sFOX Site is expressly prohibited and all other rights, title, and interest in the sFOX Site is exclusively the property of sFOX and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in

any other way exploit any of the sFOX Site or its related content, in whole or in part. “sFOX” and “sfox.com” and all logos related to the Services or displayed on the sFOX Site are either trademarks or registered marks of sFOX or its licensors. You may not copy, imitate, or use them without our prior written consent.

- 1.5. E-Sign and Electronic Communications Consent. In our sole discretion, any agreements, applications, or records that you sign or agree to at our request, may be in electronic form. Furthermore, you agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, “Communications”) that sFOX provides in connection with your sFOX Account and your use of the Services. sFOX will provide these Communications to you by either posting them on the sFOX Site, emailing them to you at the primary email address listed in your sFOX profile, communicating to you via instant chat, and/or through other electronic communication such as a text message or mobile push notification. sFOX is likely unable to send Communications in a language other than English, and if you are not fluent in English, you should consider obtaining the services of an interpreter. You understand and agree that if sFOX or its agent sends you an electronic Communication but you do not receive it because either your phone number or primary email address on file are incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, sFOX will be deemed to have provided the Communication to you.
- 1.6. Information Security. You acknowledge that the username or identification numbers used to access your sFOX Account are unique and that you alone have assigned a unique password to such username or identification number. The password you have created to access your sFOX Account is strictly confidential and should only be known to you. You must not share or disclose the password to anyone and assure the confidentiality of your password at all times. You are responsible for protecting your sFOX Account and maintaining adequate security and control of all IDs, passwords, hints, personal identification numbers (PINs), API keys, or any other codes that are used to access the Services and will not share sFOX Account credentials with third parties. Any loss or compromise of the foregoing information or any personal information may result in unauthorized access to your sFOX Account, and any associated external accounts, by third parties and the loss or theft of assets. You are responsible for providing accurate and complete sFOX Account information and for keeping email addresses and telephone numbers up to date in your sFOX Account profile to receive any notices or alerts that sFOX may send Client. sFOX assumes no responsibility for any loss that Client may sustain due to compromise of sFOX Account credentials due to no fault of sFOX or failure to follow or act on any notices or alerts that sFOX may send to you. In the event you believe your sFOX Account information has been compromised, contact sFOX customer support immediately at custody@sfox.com.
- 1.7. Authorized Agent and Third-Party Applications. If you grant permission to an additional user, agent, representative, service provider or any other authorized third party to access or connect to your sFOX Account, either through the third party’s product or service or through the Services, you are fully responsible for all acts or omissions of that agent or third party with respect to your sFOX Account, including all transactions, deposits, withdrawals, or other activities. You acknowledge and agree that you will not hold sFOX responsible for, and will indemnify sFOX from, any liability arising out of or related to any act or omission of any agent or third party with access to your sFOX Account. You may change or remove agent or third-party sFOX Account permissions by contacting customer support at custody@sfox.com.
- 1.8. Title. With respect to any cryptocurrency you sell, transfer or deliver to sFOX, you represent and warrant that you are the lawful owner or possessor of such cryptocurrency with good and marketable title thereto, and you have the absolute right to sell, assign, convey, transfer and deliver such cryptocurrency. You further represent you are the lawful owner or possessor of any external wallet you may use to settle transactions hereunder, and that you have good title thereto and that such wallet is owned and operated for your benefit, and no person or entity, has better rights, title, control or interest in any such wallet.
- 1.9. No Money Transmission. sFOX does not engage in or provide money transmission or money transfer or payments services in connection with the use of the Services. All payments made with respect to the Services are processed and disbursed by regulated financial institutions.

- 1.10. Ownership. The Content and services and all technology, content and other materials used, displayed, or provided in connection therewith, together with all intellectual property rights in any of the foregoing are, as between you and sFOX, are owned by sFOX.
- 1.11. User Content. Subject to the sFOX Privacy Policy, You hereby grant sFOX a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to sFOX using the services or submit or post to the sFOX Site and that is not feedback owned by sFOX or your personal data (the “Client Content”). The foregoing notwithstanding, sFOX will only make Client Content publicly available in an anonymized format. You represent and warrants that (i) you own the Client Content or have the right to grant the rights and licenses in this Agreement, and (ii) the Client Content and use by sFOX of the Client Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. sFOX may remove any Client Content from the sFOX Site for any reason at sFOX’s discretion.
- 1.12. Third-Party Content. In using the sFOX Site, Content, or services, you may view content provided by third parties (“Third-Party Content”). sFOX does not control, endorse, or adopt any Third-Party Content and is not responsible for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, Client’s business dealings or correspondence with such third parties are solely between you and the third parties. sFOX is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that the use of Third-Party Content, and your interactions with third parties, is at your own risk.

2. CREATING AN SFOX ACCOUNT

- 2.1. Registration. In order to use any of the Services, you must first register with SAFE and provide certain information. SAFE may, in its absolute and sole discretion, refuse to allow you to establish an sFOX Account.
- 2.2. Privacy Policy. SFOX will take commercially and reasonable steps to protect your personal information in accordance with applicable laws. If you are a customer of sFOX, Inc. or SAFE Trust Company, Inc., the information sFOX collects is governed by U.S. law. By accessing or using the sFOX Services or otherwise providing information to us, you consent to the processing and transfer of information in and to the applicable countries. Please see our Privacy Policy (our “Privacy Policy”) for more information.
- 2.3. Fraud Prevention and Identity Verification. In order to use certain features of the Services and to help the government fight the funding of terrorism and money laundering activities, you may be required to provide sFOX with certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number). In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update sFOX if any information changes. You hereby authorize sFOX to, directly or through third parties make any inquiries sFOX considers necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your email address, phone number, name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action sFOX reasonably deems necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests. If applicable, you further authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber details, if available, to us and service providers for the duration of the business relationship, for identity verification and fraud avoidance. See our Privacy Policy for how sFOX treats your data.

3. TRADING

- 3.1. Buy. After successfully completing the applicable verification procedures, you may purchase cryptocurrency by linking a valid payment method or depositing fiat currency. You authorize sFOX to initiate debits from your selected payment method(s) or cryptocurrency balance in settlement of your purchase transactions. Although sFOX will attempt to deliver the cryptocurrency to you as promptly as possible, funds may be debited from your selected payment method before the cryptocurrency is delivered to your sFOX Account. To secure the performance of your obligations under this Agreement, you grant to sFOX a lien on and security interest in and to the balances in your account except with respect to any cryptocurrency under the Custodial Agreement.
- 3.2. Sell. After successfully completing the applicable verification procedures, you may sell cryptocurrency by linking a valid payment method or providing a valid cryptocurrency wallet address. You authorize sFOX to debit your sFOX Account(s) and initiate payment to your selected payment method(s) or wallet in settlement of your sell transactions. Your receipt of funds will vary depending on various factors.
- 3.3. Transaction Limits. The use of all Services is subject to a limit on the amount of volume you may transact or transfer in a given period, stated in U.S. Dollar terms. Your transaction limits may vary depending on your payment method, identity verification steps you have completed, and other factors. sFOX reserves the right to change applicable limits as sFOX deems necessary in our absolute and sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request via the sFOX Site or by contacting custody@sfox.com. sFOX may require you to submit additional information about yourself or your business, provide records, or arrange for meetings with sFOX representatives. Please note, these limits are different and in addition to any transaction limits at your credit union.
- 3.4. Acceptance, Reversals and Cancellations. sFOX will make reasonable efforts to accept trades or transactions, but sFOX is under no obligation whatsoever to accept any specific transaction or order, and may discontinue services in our sole discretion in accordance with this Agreement. You cannot cancel, reverse, or change any transaction marked as complete or pending. You authorize sFOX or your credit union or its designee to debit any linked bank account via ACH or other methods and acknowledge that all transactions to/from your bank account comply with this Agreement and are in accordance with U.S. law and standard banking (including ACH) guidelines. In the event of over or duplicate payment by sFOX, or if your payment is not successful or if your payment method has insufficient funds, you authorize sFOX, in its absolute and sole discretion, either to cancel the transaction or to debit any other payment methods, including sFOX Account balances or other linked accounts, including any accounts that may be indirectly linked to you by way of a financial data aggregation services, in any amount necessary to complete or reverse the transaction as appropriate. The quotes provided on the sFOX platform are for informational purposes only and should not be construed as an offer or solicitation. The quotes provided by sFOX are indicative, not binding to sFOX and may not represent the lowest or best prices available in the market. If a transaction is executed as a result of a quote that is later determined (by sFOX in its sole discretion) to be materially erroneous or misrepresentative, sFOX reserves the right to reverse such transaction provided that sFOX shall not be liable for any losses or damages resulting from reliance on such quotes or the reversal of such transaction. sFOX reserves the right to, but is under no obligation to, refuse to process, or to cancel or reverse, any purchases or sales, or any applicable transactions or payments, in its sole discretion, even after funds have been credited to or debited from your account(s), under the following circumstances: (a) if the transaction, in our absolute and sole discretion, constitutes an abusive use of the platform; (b) involves an error with respect to price, quantity, or other parameters; (c) is required by law or if sFOX suspects the transaction involves or potentially involved (or has a high risk of involvement in) restricted businesses as described in 1.3, money laundering, terrorist financing, fraud, or any other type of financial crime; (d) to restrict trade size or frequency or limit API use which, in our absolute and sole discretion, burdens the platform; or (e) in response to a subpoena, court order, or other government order. In such instances described hereunder, sFOX may reverse, cancel, or refuse to process the payment or transaction and sFOX is under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the reversed or canceled transaction and you hereby release us from all liability in relation to any action taken by us under this section. In the event of such reversal, cancellation, or refusal to process, sFOX will notify you as promptly as reasonable after such reversal, cancellation, or refusal to process.

Any such reversal, cancellation, or failure to process any transaction as described above will result in an administrative fee of \$150 which will be applied and processed as authorized herein. You acknowledge that the authorization you provide herein will remain in full force and effect until you notify sFOX in writing that you wish to revoke this authorization and acknowledge that sFOX requires at least two weeks prior written notice in order to cancel this authorization.

3.5.ERISA. Unless you notify sFOX to the contrary in writing, you represent at all times during the term of this Agreement that the assets subject to this Agreement are not and will not be those of an (a) an employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) that is subject to Title I of ERISA, (b) a plan to which Section 4975 of the Internal Revenue Code of 1986, (the “Code”) as amended applies or (c) an entity the assets of which are considered to hold “plan assets” of such an employee benefit plan or plan by virtue of such employee benefit plan’s or plan’s investment in the entity as determined in accordance with Section 3(42) of ERISA. You agree that you will promptly notify sFOX in the event that the foregoing representation ceases, or will in the future cease, to be true. If during any period when the assets of constitute “plan assets” for purposes of ERISA or the Code, you continuously represent that

(a) the entering into and performance of this Agreement and the provision of any services and Transactions contemplated under this Agreement do not and will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code and (b) neither sFOX nor any of its affiliates is acting as a “fiduciary” within the meaning of Section 3(21) of ERISA or Section 4975 of the Code with respect to any of your assets involved in this Agreement or any service or transaction hereunder (including in connection with the retention or exercise of its rights under this Agreement or in connection with any service or transaction). You agree that you will promptly notify sFOX in the event that the foregoing representations cease, or will in the future cease, to be true.

3.6. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. sFOX does not deduct any amount for taxes when you enter into a transaction, and you are solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority in any nation with respect to any such transaction. All amounts set out, or expressed to be payable hereunder by you to sFOX shall be deemed to be exclusive of any value added tax (“VAT”). If VAT is chargeable, you shall pay to sFOX an amount equal to such VAT.

3.7.Modification or Discontinuance of Services. sFOX may, in our absolute and sole discretion, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of the Services. sFOX will use reasonable efforts to notify you prior to such modification or discontinuance of Services, but you acknowledge and agree that this may not be possible in all circumstances and sFOX may not provide notice until after such modification or discontinuance.

3.8.Suspension, Restriction, and Cancellation of Services. sFOX may restrict, suspend or terminate your access to the Services in our absolute and sole discretion, immediately and without prior notice, and delete or deactivate related information and files, including, for example, in the event that you breach any terms of this Agreement or you take any action that sFOX deems abusive or as circumventing sFOX controls. Suspension, restriction, or termination of your sFOX Account shall not affect the payment of fees or other amounts you owe to sFOX. In the event that your sFOX Account is suspended or terminated, sFOX will immediately cancel all open orders associated with your sFOX Account, block all withdrawals and bar the placing of further orders until resolution or Account cancellation. sFOX will use reasonable efforts to notify you prior to such restriction, suspension, or termination, but you acknowledge and agree that this may not be possible in all circumstances and sFOX may not provide notice until after such restriction, suspension, or termination.

3.9.Fees. An applicable trading fee, as indicated on the sFOX Site, applies to all transactions, and will vary depending on the pricing methodology or algorithm you choose to execute the transaction. You further understand that sFOX may also receive remuneration from any counterparty on a portion of such charges, commissions, or fees and that sFOX will retain such rebates as part of our overall compensation. In addition to trading fees, sFOX may also charge fees as further described in sections 3.4 and 3.9.

4. STAKING

sFOX may offer technological services to eligible accounts to allow them to directly “stake” certain cryptocurrency assets of their own in a third-party proof of stake network.

Staking functionality is not available for all cryptocurrency networks and even where staking may be available, sFOX will determine in its sole discretion whether to offer its technological services to allow staking to eligible accounts for any specific cryptocurrency.

If you choose to use our technological services to stake your cryptocurrency in a third party proof of stake network, sFOX, or one of its affiliates, will facilitate you with our technological tools so that you can directly and on your own stake your assets in the network and have your assets participate in the transaction validation process on the applicable network for the cryptocurrency you stake. Upon the successful validation of a transaction in an applicable network, you may earn a reward granted by the relevant cryptocurrency network. The reward you are granted is determined by the protocols of the applicable network. sFOX will display its technological tools to effectively permit you to receive from the network any earned rewards and shall charge you a technological fee for the use of sFOX’s technological tools as described in this section. All rewards are distributed directly from the cryptocurrency network to your wallet. The amount of the fee charged by sFOX is available within your account and will be disclosed prior to the time at which you choose to stake your cryptocurrency. You have no right to a reward until it is distributed by the network. Unless otherwise specified, the “rewards rate” disclosed for any cryptocurrency is an annualized historical rate based on the staking rewards generated by third parties in providing staking services for that cryptocurrency over the last thirty (30) days. This rate is an estimate and may change over time.

SFOX CANNOT AND DOES NOT GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS, INCLUDING THE REWARDS RATES.

Some cryptocurrency networks subject staked assets to a penalty (“slashing”) if the transaction validator representing those assets incorrectly validates a transaction. sFOX will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event they are, unless otherwise provided in this Agreement, sFOX will replace your assets at no additional cost and as a service included in the technological fee.

Some cryptocurrency networks require that a certain amount of staked assets be restricted from sale or transfer (locked-up) for a certain period of time while staking. sFOX may also impose additional sale or withdrawal limitations for particular cryptocurrencies.

Certain cryptocurrencies and the underlying protocols offer stakers the ability to vote on matters related to the governance of protocol-level issues. sFOX in its sole discretion will determine whether it will develop technological tools to support voting for such assets, and may cease supporting voting at any time in its sole discretion. To the extent that sFOX, its affiliate, or the relevant cryptocurrency supports delegated voting it will comply with your instruction to vote for your cryptocurrencies. If sFOX, its affiliate, or the relevant cryptocurrency does not support delegated voting, sFOX will vote with the protocol’s recommendation.

5. ASSUMPTION OF RISK, LIMITS OF LIABILITY, AND INDEMNITY

5.1. Assumption of Risk. You acknowledge that there are risks associated with using the Services and the sFOX Site, including risk that the underlying protocols of supported networks undergo material changes to their operating rules, risk of failure of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your sFOX Account. Furthermore, you acknowledge that the Services involve inherent uncertainties and are subject to significant risks and you further accept such potential risks associated with the Services and assume full

responsibility for such risks. As such, except in the case of its malfeasance or gross negligence, and then subject to Limitations of Liability in Section 6.5, sFOX will not be responsible or liable to you for any such related losses and takes no responsibility for use of the Services that involves user error such as forgotten passwords, incorrectly construed transactions, or mistyped wallet addresses; server failure or data loss; corrupt files; unauthorized access, or; any unauthorized third party activities, including without limitation the use or introduction of computer viruses, or other malware, phishing, spoofing or other means of attack against you or the sFOX Site or Services. You further accept and acknowledge that sFOX will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the SFOX Site or the Services, regardless of the cause. Cryptocurrency is not covered by the National Credit Union Share Insurance Fund, Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any other governmental, quasi-governmental, regulatory, or industry-backed insurance or protection program of any kind.

5.2.Forks. You agree and understand that the underlying protocols of supported cryptocurrency networks are subject to changes in operating rules or other valid operational protocol (a so-called “Fork”) that may result in more than one version (each, a “Forked Network”) and sFOX holding an identical amount of cryptocurrency associated with each Forked Network. You further agree and understand that Forks may materially affect the value, function, and/or name of the cryptocurrency you may have with sFOX. In the event of a Fork, you agree and understand that sFOX may temporarily suspend our operations (with or without advance notice to you) while it chooses, in our sole and absolute discretion, which Forked Networks to support. You agree and understand that in our best estimation SFOX is unlikely to support most Forked Networks and that the cryptocurrency of most Forked Networks will likely not be made available to you.

You acknowledge and agree that if sFOX determines in its sole discretion to not support a Forked Network (each, an “Unsupported Forked Network”) you have no right, claim, or other privilege to any cryptocurrency of the Unsupported Forked Network. With regard to an Unsupported Network SFOX may, in its sole discretion, elect to:

- a) Abandon or otherwise not pursue obtaining cryptocurrency of the Unsupported Forked Network;
- b) Determine your balance at the time of the Fork, account for the resulting cryptocurrency as your property, and make them available to you via a one-time withdrawal mechanism, subject to the withholding and retention by us of any amount reasonably necessary, as determined in our sole discretion, to fairly compensate us for the efforts expended to make such cryptocurrency available; or
- c) In rare circumstances, pursue and retain the resulting cryptocurrency as belonging solely to us. You acknowledge and agree that sFOX will only notify you in the event that it elects to pursue option (b).

In order to ensure access to cryptocurrency related to both Forked Networks following a Fork, you must withdraw your cryptocurrency prior to any Fork.

5.3. SUITABILITY. SFOX MAKES NO GUARANTEES OR RECOMMENDATIONS OF ANY KIND, NOR DOES IT PURPORT TO OFFER ANY INVESTMENT ADVICE OF ANY KIND. THE RISK OF COMPLETE LOSS IN TRADING OR HOLDING ANY TYPE OF CRYPTOCURRENCY CAN BE SUBSTANTIAL AND IS LIKELY. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF THE SFOX SITE AND THE SERVICES AND SHOULD TAKE INTO CONSIDERATION YOUR PARTICULAR FINANCIAL SITUATION IN DETERMINING WHETHER USING THE SERVICES OR TRADING CRYPTOCURRENCIES IS SUITABLE FOR YOU. YOU HEREBY REPRESENT THAT YOUR SFOX ACCOUNT IS COMPLETELY DISCRETIONARY IN NATURE, AND IS NOT BEING USED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

5.4.sFOX Site Accuracy and Availability. sFOX makes no representation or warranty that the sFOX Site, or the server that makes it available, is free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. Except in the case of sFOX malfeasance or gross negligence, and then subject to Limitations of Liability in Section 6.5, sFOX will not be responsible or liable to you for any

loss of any kind, from action taken, or taken in reliance on content, material, or information contained on the sFOX Site. Links to third-party materials may be provided as a convenience but are not controlled by us. You acknowledge and agree that sFOX is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the sFOX Site. You acknowledge that the prices displayed on the sFOX Site are proprietary and not taken directly from any one source, and therefore may not match the prices that you see elsewhere (including prices quoted on certain exchanges or marketplaces). You further acknowledge that the triggering of your transaction is linked to the prices sFOX quotes on the sFOX Site. sFOX attempts to display prices on an ongoing basis and to have the currently applicable prices displayed on the sFOX Site as quickly as possible, however, the market for cryptocurrency is extremely volatile and prices often change faster than communication speed, which could result in “stale” prices being displayed on the SFOX Site. In addition, there will be times when circumstances beyond SFOX’s control may prevent the SFOX Site from displaying prices or otherwise impact the prices being displayed.

5.5. Limitation of Liability; No Warranty. IN NO EVENT SHALL SFOX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SFOX SITE OR THE SERVICES, OR THIS AGREEMENT. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. SFOX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SFOX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SFOX SITE, ANY PART OF THE SFOX SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. sFOX makes no representations about the accuracy or completeness of any data, including historical price data, available on the sFOX Site. sFOX will make commercially reasonable efforts to ensure that requests for electronic debits and credits are processed in a timely manner but sFOX makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.

5.6. Indemnification and Hold Harmless. Except in the case of sFOX’s malfeasance or gross negligence, you agree to indemnify and hold harmless sFOX, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, from any loss, damage, cost, action, claim or demand (including attorneys’ fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement; your use of, or conduct in connection with, the Services; or your violation of any law, rule or regulation, or the rights of any third party.

5.7. Release. To the fullest extent permitted by applicable law, you release sFOX and the other sFOX parties from responsibility, liability, claims, demands, or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a California entity, you hereby waive your rights under California Civil Code § 1542, which provides: “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.”

5.8. Counterparty failure. sFOX utilizes the services of third-party providers to perform the Services (including without limitation, execution and settlement of trades made to fill client’s orders in the platform). In the event that any of these third-party providers become insolvent or otherwise unable to fulfill their obligations (“Third- Party Failure”), sFOX may be unable to settle your orders and as a result, you may lose some or all of your account balance (excluding for the avoidance of doubt, any settled assets you are holding in custody with SAFE Trust Company pursuant to the Custodial Agreement). sFOX, may, in its sole discretion and solely for the purposes of expediting the execution of the Services, decide to settle any client order with sFOX’s funds before the corresponding transaction with a third-party provider is settled. Upon such Third Party’s Failure, sFOX shall be entitled to clawback, or reverse, any transaction, or transfers with and from you, even after funds have

been debited from your account(s) to cover such losses. By using the Services, you acknowledge and agree that sFOX shall not be liable for any losses or damages resulting from the insolvency or failure of any third-party provider utilized by sFOX to facilitate the Services. Additionally, you acknowledge and agree that you are solely responsible for the risks associated with the Services and that you should carefully consider and manage such risks before engaging in any trades on the sFOX platform.

7. GENERAL PROVISIONS

7.1. Contact Us. Please contact us at custody@sfox.com with any feedback, questions, or complaints

7.2. Amendments. sFOX may amend or modify this Agreement, in our absolute and sole discretion, by posting on the sFOX Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that sFOX shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services. Except as prohibited by law, your use of the Services subsequent to changes provided to you in the manner described herein is your agreement to be bound by such changes.

7.3. Entire Agreement. This Agreement, the Privacy Policy incorporated by reference herein and the SAFE Custodial Agreement comprise the entire understanding and agreement between you and sFOX as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind, and every nature between and among you and sFOX. Section headings in this Agreement are for convenience only, and shall not govern the meaning or interpretation of any provision of this Agreement.

7.4. Assignment. You may not assign any rights and/or licenses granted under this Agreement. sFOX reserves the right to assign our rights without restriction, including without limitation to any sFOX affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

7.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable under or by any regulation, law, court of competent jurisdiction, or any government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

7.6. Change of Control. Should sFOX be acquired by or merged with a third-party entity, sFOX reserves the right, in any of these circumstances, to transfer or assign the information sFOX has collected from you as part of such merger, acquisition, sale, or other change of control.

7.7. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, those sections pertaining to suspension or termination, sFOX Account cancellation, general use of the sFOX Site, disputes with sFOX, and general provisions, shall survive the termination or expiration of this Agreement.

7.8. Governing Law. You agree that the laws of the State of Wyoming, U.S.A, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and SAFE Trust Company, Inc.

7.9. Force Majeure. sFOX shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence

which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

7.10.No Waiver. This Agreement shall not be construed to waive rights that cannot be waived under applicable governing laws where you are located.