

# **Terms of Service & User Agreement**

**These Terms of Service and User Agreement (these “Terms”) are a binding contract between you and OTCU TRAD INC. (“we”, “us”, “our”, or “OTCU”). The Terms apply to your access to, and your use of our website at [www.otcu.io](http://www.otcu.io) (the “Website”), our application programming interface (“APIs”), blockchain protocol and our other products or services that link to these Terms (collectively, the “Services”) through our Website.**

**PLEASE READ THESE TERMS CAREFULLY.**

**BY ACCEPTING THESE TERMS, EITHER BY CLICKING “I ACCEPT,” OR BY OTHERWISE ACCESSING OR USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE OR CONSENT TO BE BOUND BY THESE TERMS EITHER (A) ON BEHALF OF YOURSELF AS AN INDIVIDUAL, OR (B) IF YOU ARE ACCESSING THE SERVICES ON BEHALF OF AN ENTITY, ORGANIZATION, OR COMPANY, ON BEHALF OF SUCH ENTITY, ORGANIZATION OR COMPANY FOR WHICH YOU ACT, AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ORGANIZATION OR COMPANY TO THESE TERMS. IF YOU ARE NOT ELIGIBLE OR IF YOU DO NOT AGREE WITH OR CONSENT TO BEING BOUND BY ANY OF THE TERMS, YOU ARE NOT AUTHORIZED TO USE OUR SERVICES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE PROCESSING OF YOUR PERSONAL INFORMATION IN CONNECTION WITH THE SERVICES IN ACCORDANCE WITH OUR PRIVACY POLICY (POSTED ON THIS WEBSITE) WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS.**

**ARBITRATION NOTICE. YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS DESCRIBED IN HEREIN AND**

**UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS PROVIDED THEREIN, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTIONS OR PROCEEDINGS. ADDITIONALLY, YOU AND OTCU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

### **Eligibility Requirements**

**To access and use any of the Services, you must be at least 18 years old and legally able to enter into these Terms. By using the Site and/or Service and agreeing to these Terms, you represent and warrant that: (i) you are of lawful age, and are lawfully able, to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent and warrant that you have legal authority to bind that entity to these Terms; and (ii) neither you nor any person that owns or controls you is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the BVI government, the United Kingdom government, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.**

**The Service is either not available or limited in certain jurisdiction and is restricted in certain jurisdictions where such Services are prohibited by local rules or regulations (“Restricted Locations”). We can add or remove Restricted Locations from the list at any time without notifying you. We also comply with all US, EU and similar sanctions laws, so we are unable to provide the Services to you if you live in a**

**country, or you are on a list of persons banned by these governments from doing business with persons or companies in such jurisdictions. We reserve the right to limit or restrict the Services offered in each jurisdiction to comply with local rules, regulations and/or laws.**

## **Registration and Your Information**

**To use the Service, you may be asked to have or to create an account ("User Account"). To the extent you create a User Account, you agree that you won't disclose your User Account credentials to or allow your User Account to be used by anyone and you'll notify us immediately of any unauthorized use of your User Account. You are solely responsible for all activities that occur under your User Account, or are otherwise referable to your User Account credentials, whether or not you know about them, and you are solely responsible for your conduct, and the tasks and activities you undertake, on or utilizing the Service. We reserve the right to suspend or terminate your User Account if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these Terms (as each may be modified from time to time). Your access to and use of the Service may be suspended at any time, for any reason, in our sole and absolute discretion, without incurring liability of any kind to you as a result of such suspension or termination.**

**Through the Services, you may have access to unhosted blockchain wallets offered by third-party integrated providers ("Wallet"). You acknowledge and understand that, in certain circumstances, such as if you lose or forget your password for your Wallet, you will need to use a Recovery Code to access any cryptocurrency stored in your wallet (the "Recovery Code"). You are solely responsible for the retention and security of your Recovery Code. Your Recovery Code is the only way to restore access to the cryptocurrency stored in your Wallet. Anyone who knows your Recovery Code can access, transfer or spend your cryptocurrency. If you lose your**

**Recovery Code, you may not be able to access, transfer or spend your cryptocurrency. You acknowledge and agree that OTCU does not store and is not responsible in any way for the security of your Recovery Code and you agree to hold OTCU, its affiliates, representatives, agents and personnel harmless and that no such party shall be liable in any way in the event you lose your Recovery Code and cannot access, transfer or spend your cryptocurrency. You bear sole responsibility for any loss of your cryptocurrency due to failure to retain and/or secure your Recovery Code. Should you lose access to your wallet, OTCU cannot recover it and is not liable for your losses.**

## **Cross-Border Payments**

**OTCU allows users to make cross-border payments in fiat currencies and digital assets (both stablecoins and cryptocurrencies) through our integrated third-party partner financial institutions. Transactions are processed in real time and are subject to local and international regulations, including KYC (Know Your Customer) and AML (Anti-Money Laundering) compliance. Transaction finality is enforced, meaning once a transfer is confirmed on the blockchain, it cannot be reversed.**

## **Acceptance, Change or Termination**

**By accessing or using the Services, purchasing Services, registering for a User Account with us, executing these Terms, or accepting an order that references these Terms, you are accepting and agreeing to these Terms and the policies and guidelines referenced herein. If you do not agree to these Terms then you may not use the Services. Your continued use of the Service following the posting of any amendments or restatement of the Terms or other policies and procedures on the Service constitutes acceptance of those changes.**

## **Feedback**

**We welcome your feedback and suggestions on how to improve the Service, whether with respect to new features or functionality. All submissions, suggestions, ideas, and other feedback regarding the Services (the “Submission”), communicated to OTCU including through the Services, is and shall become the sole and exclusive property of OTCU. OTCU is not required to treat any Submissions as confidential, and will not incur any liability as a result of any similarities that may appear in future OTCU endeavors. OTCU will have exclusive ownership of all present and future existing rights, including all commercial rights, to the Submission of every kind and nature in perpetuity throughout the universe, without acknowledgment or compensation to you. You acknowledge that you are responsible for whatever material you submit, and that you, not OTCU, have full responsibility for the Submission, including its legality, reliability, appropriateness, novelty, and copyright. OTCU has the right but not the obligation to monitor and edit or remove any activity or content in accordance with our Privacy Policy posted on the Website, as updated from time to time. OTCU takes no responsibility and assumes no liability for any content posted by you or any third party.**

## **Conduct Guidelines.**

**You represent and warrant that all information that you provide to OTCU on or through the Service is accurate, complete and truthful. OTCU and its agents are entitled to rely upon the information you provide as true, accurate and complete without independent verification. As a condition to accessing or using the Services, you agree that you will not at anytime: (a) engage in or attempt to engage in any conduct or business activity violate any applicable laws; (b) infringe on or**

**misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Service; (c) use the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner; (d) use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Service or to extract data; (e) interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks; (f) post or create content or communications on the Service that are, in our sole discretion, libelous, defamatory, profane, obscene,**

## **Intellectual Property**

**The Service are proprietary to OTCU and its licensors and must not be used other than strictly in accordance with these Terms. OTCU grants to you a limited, non-exclusive, non-transferable, non-sublicensable, fully revocable right to use Service for the purposes of accessing and using the Service strictly in accordance with these Terms. You agree not to use the Service in any manner or for any purpose other than as expressly permitted by this Terms. Except as expressly authorized, you will not, and will not attempt to (i) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service (except to the extent content included in the Service is provided to you under a separate license that expressly permits the creation of derivative works), (ii) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service, (iii) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas, (iv) use scraping techniques to mine or otherwise scrape data, or (v) resell or sublicense the Service, or use the Service to**

**provide software as a service or any cloud-based, time sharing, service bureau or other services. You will not use our Marks in any way unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you. For the purposes of these terms, “our Marks” means any trademarks, service marks, service or trade names, logos, trade dress and other designations of source, origin, sponsorship, certification or endorsement of OTCU. or its affiliates or their respective licensors.**

## **Fees**

**You may be charged fees for access to some or part of the Service you use, including without limitation blockchain network fees, unless such fees are undertaken by your integrated service provider. Through the Service, you are able to connect with various third-party services providers (“Third-Party Service Providers”) such as our partner financial institutions, decentralized exchanges and Wallet providers. Additional fees may apply for Third-Party Services Providers, unless such fees are undertaken by the integrated service provider used to access our Services. Those fees may change at any time without notice. The amount of fees applicable to the Service will be made visible to you at the time that you access the Service. Rates that appear in the OTCU application are calculated with fees applied. You agree that under no circumstances shall OTCU incur any liability, of any kind, to you arising from or relating to fees charged to you by such Third-Party Service Providers linked to or accessed through the Site or the Service.**

## **Digital Millennium Copyright Notice.**

**OTCU respects the intellectual property of others, and we ask you to do the same. If you or any third-party believes its**

**copyright rights have been infringed on our Services, the copyright(s) owner (“Complaining Party”) should send notification to Our Designated Agent (as identified below) immediately. To be effective, the notification must include: (i) a physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party; (ii) identification of the copyrights(s) claimed to have been infringed; (iii) information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted; (iv) identification of the material that is claimed to be infringing the Complaining Party’s copyrights(s) that is to be removed and information reasonably sufficient to permit us to locate such materials; (v) a statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyrights that is allegedly infringed.**

**Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512© (“DMCA”), our Designated Agent for notice of claims of copyrights infringement can be contacted at the addresses below.**

**Designated Agent for Claimed Infringement: OTCU TRAD INC.  
1225 CYPRESS AVE # 2113 LOS ANGELES, CA 90065 Legal  
Department. Legal@OTCU.io**

**You acknowledge, accept and agree that if we receive a notice of a claim of copyright or**

**other intellectual property infringement, we may immediately remove the identified materials from our Service without liability to OTCU or any other party and that the claims of the Complaining Party will be referred to the United States Copyright Office for adjudication as provided in the DMCA. Please note that this procedure is exclusively for notifying OTCU and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. Allegations that other intellectual property right is being infringed should be sent to Legal@OTCU.io OTCU may, in its sole discretion, terminate the accounts of those who are accused of copyright infringement or other intellectual property rights.**

## **Intellectual Property**

**For any image, footage, text, audio, design or any other content that you upload, create, transmit or post to or through the Service (“User Content”), you represent and warrant that: (i) User has all necessary rights to submit User Content to the Service and grant the licenses set forth herein; (ii) OTCU will not need to obtain licenses from any third party with respect to use, publication, royalties or other fees, costs or expenses; (iii) User Content does not infringe any third party’s rights, including intellectual property rights and privacy rights, in any way; and (iv) User Content complies with these Terms and all applicable laws. Subject to your compliance with these Terms, OTCU grants User a limited, non-exclusive, non-assignable, non-sub-licensable, revocable, license to use the Service as it is provided to you by OTCU solely for your personal or internal business use and only in a manner that complies with these Terms and all legal requirements that apply to you or your use**

**of the Service. Notwithstanding the foregoing, OTCU reserves the right to and may revoke this license at any time, in its sole discretion. No licenses or rights are granted to User herein by implication or otherwise under any intellectual property rights owned or controlled by OTCU or its licensors, except for the licenses and rights expressly granted in these Terms. You agree that you will not contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of OTCU intellectual property (whether registered or unregistered). You may not at any time, adopt or use, without OTCU' prior written consent any word or mark which is similar to or likely to be confused with OTCU' intellectual property. You are advised that OTCU will aggressively enforce its intellectual property rights to the fullest extent of the law. User grants OTCU a worldwide license to use User Content in connection with the Service.**

**All trademarks, service marks, trade names, trade dress and related intellectual property rights in the Services are proprietary to OTCU. You may not use, reproduce or display any of the OTCU' trademarks except upon OTCU' prior written consent. The Service and its entire contents, features, and Service (including but not limited to all web pages, user interfaces, information, design, software, source code, text, displays, graphics, images, videos, and audio recordings, and the design, selection, and arrangement thereof) are owned, controlled, or licensed by OTCU, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly provided in these Terms, you may not copy, display, distribute, transmit, transfer, link to, reproduce, license, frame, alter, create derivative works of, reverse engineer, or republish all or any portion of the Site for any commercial or public purpose without OTCU' prior written consent. You may, however, view information available on the Site for your informational purposes. You may download from the Service materials, except for software or source code, but only for your personal or internal business purposes only. You**

**acknowledge and agree that you do not acquire any ownership rights of any kind by downloading materials from the Service. Your use of the Services, including the Service, imposes on you an obligation of appropriate use and conduct, which includes, but is not limited to, not causing an unreasonable or disproportionately large processing load on our Services or systems, not engaging in any conduct that restricts or inhibits use of the Services by others, and not introducing or transmitting any virus, worm, Trojan horse or other material that may harm or disrupt our Services or systems. Unauthorized use of the Services, misuse of passwords, or misuse of any information or material posted on this Service is strictly prohibited. You may use the Services, including the Service, only for lawful purposes and you agree not to use the Services in any way that violates any applicable federal, state, local, or international law or regulation.**

### **Warranty Disclaimers**

**TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE SERVICES AND ALL CONTENT THEREIN ARE PROVIDED BY OTCU ON AN “AS AVAILABLE” AND “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES AND OTCU MATERIALS ARE FREE OF ERRORS; (B) DEFECTS WILL BE CORRECTED; (C) THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) INFORMATION COMMUNICATED THROUGH THE SERVICES ARE ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO, RELIANCE ON, AND USE OF THE SERVICES OR ANY CONTENT THEREIN IS AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT,**

**MATERIAL AND/OR DATA. WITHOUT LIMITING THE FOREGOING, WE MAKES NO REPRESENTATION OR WARRANTY AS TO THE QUALITY, RELIABILITY, COMPLETENESS, ACCURACY, TIMELINESS, AVAILABILITY, SECURITY OR SERVICE OF THE SERVICES OR ANY CONTENT THEREON. WE WILL NOT BE LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA, THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT, OR FOR THE DELETION OF, OR THE FAILURE TO STORE. OTCU MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE SERVICES MAY NOT BE CONTINUOUSLY AVAILABLE DUE TO MAINTENANCE OR REPAIRS OR DUE TO COMPUTER PROBLEMS OR CRASHES, DISRUPTION IN INTERNET SERVICE OR OTHER UNFORESEEN CIRCUMSTANCES. THE SERVICES AND ASSOCIATED CONTENT ARE INTENDED FOR USE AND DISPLAY ONLY WHERE ITS USE AND DISPLAY ARE PERMISSIBLE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.**

**OTCU DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS ON OR FROM ANY OF THE SERVICES AND CONTENT THEREIN, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD-PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITES OR MATERIALS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS CONTAINED THEREIN, (C) THE UNAVAILABILITY OF ANY OF THE SERVICES OR ANY PORTION THEREOF, (D) YOUR USE OF ANY OF THE SERVICES, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY OF THE SERVICES.**

**ANY DEALINGS WITH ANY THIRD PARTIES (INCLUDING ADVERTISERS AND/OR SPONSORS) APPEARING ON THE SITES OR MATERIALS PROVIDED OR MADE AVAILABLE IN CONNECTION WITH PARTICIPATION IN ANY OFFERINGS AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH ACTIVITIES ARE SOLELY BETWEEN YOU AND SUCH ADVERTISER OR OTHER THIRD PARTIES. WE ARE NOT RESPONSIBLE FOR EXAMINING OR EVALUATING, AND WE DO NOT WARRANT THE OFFERINGS OF, ANY OF THESE BUSINESSES OR INDIVIDUALS OR THE CONTENT OF THEIR WEBSITES. OTCU DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE ACTIONS AND CONTENT OF ALL THESE AND ANY OTHER THIRD PARTIES. YOU SHOULD CAREFULLY REVIEW THEIR PRIVACY STATEMENTS OR POLICIES AND OTHER TERMS OR CONDITIONS OF USE OR SERVICE. OTCU IS NOT RESPONSIBLE OR LIABLE TO ANY PARTY WHO PARTICIPATES IN ANY SUCH DEALINGS.**

### **No Professional Advice or Fiduciary Duties**

**All information provided in connection with your access and use of the Service should not and may not be construed as legal, financial or professional advice. You should not take, and should refrain from taking, any action based on any information contained on the Site or in the Service, or any other information we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord or telegram content, news feeds, tutorials, tweets and videos. Before you make any financial, legal or other decisions involving the Service or use thereof, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. You further agree that the only duties and obligations that we**

have are expressly set out in these Terms (including in the Privacy Policy).

## **Indemnity**

**You will indemnify, defend and hold harmless OTCU and its affiliates and its and their respective officers, directors, employees, agents and representatives (the "OTCU Parties"), from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of, relating to or in any way connected with (i) your access to or use of the Service, (ii) your User Content, (iii) Third Party Service, or (iv) your violation of these Terms.**

## **Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OTCU OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, MEMBERS, SHAREHOLDERS, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE SERVICES. OTCU'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY USE OF (OR INABILITY TO USE) THE SERVICE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF FORSEEABLE, WILL NOT EXCEED US\$100. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELATION OR TERMINATION OF YOUR ACCOUNT. CERTAIN APPLICABLE LAWS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE OTCU PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.**

### **Disputes with Third Parties**

**OTCU IS NOT AFFILIATED WITH ANY THIRD-PARTY SERVICES ACCESSED OR MADE AVAILABLE THROUGH THE SERVICE OR ANY THIRD PARTY USING THE SERVICE, INCLUDING OTHER USERS. ANY DISPUTE YOU HAVE WITH ANY THIRD-PARTY SERVICES OR OTHER THIRD PARTY USING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY COMMUNITY OR A CREATOR OR USER OF A COMMUNITY, IS DIRECTLY BETWEEN YOU AND THAT THIRD PARTY. YOU IRREVOCABLY RELEASE OTCU FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THOSE DISPUTES. YOU WILL TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS, PARTICULARLY IF YOU MEET OFFLINE OR IN PERSON. YOU ASSUME ALL RISK WHEN ENGAGING THE SERVICES OF ANY OTHER USER AND IN CONNECTION WITH USING THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY RISKS ASSOCIATED WITH SHARING CONFIDENTIAL INFORMATION WITH ANY OTHER USER. IN SUCH INSTANCE, YOU AGREE TO HOLD OTCU HARMLESS AND RELEASE OTCU FROM ANY ASSOCIATED CLAIMS.**

**Acknowledgment of Certain Risks; Other Disclaimers; Release of Claims**

**By accessing and using the Service, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of Digital Assets. You further understand that the markets for these Digital Assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Solana are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your Digital Assets, or any Digital Assets you acquire, including through a third-party exchange accessed via the Swapper may lose some or all of their value and you may suffer loss due to the fluctuation of prices of tokens and/or significant price slippage and cost. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge that we are not responsible for any of these variables or risks and that we cannot be held liable for any resulting losses that you experience while accessing or using the Service. You accept all consequences of using the Service, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Service for performing Digital Asset transactions.**

**You expressly agree that you assume all risks in connection with your access and use of the Service and your interaction therewith. You further expressly waive and release the OTCU Parties from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Service and your interaction therewith. If you are a California**

resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## **Dispute Resolution**

Except as described in Exceptions and Opt-Out below, you and OTCU agree that every dispute arising, relating to or in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration.

Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND OTCU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

**Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

**Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 12 (Dispute Resolution and Arbitration) within 30 days after the date that you agree to these Terms by sending an email to support@OTCU.io that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once OTCU receives your Opt-Out Notice, this Section 12 (Dispute Resolution and Arbitration) will be void and any action arising out of these Terms will be resolved as set forth in Governing Law and Venue. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

**Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). OTCU’ address for notice is: 1225 CYPRESS AVE # 2113 LOS ANGELES, CA 90065 Legal Department. support@OTCU.io. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or OTCU may commence an arbitration proceeding.

**Arbitration Proceedings.** Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the

**JAMS Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or OTCU must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.**

**Arbitration Relief. Except as provided in the Section titled “No Class Actions”, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator’s award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator’s award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator’s application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.**

**No Class Actions. YOU AND OTCU AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and OTCU agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.**

**Governing Law and Venue. These Terms, your access to and use of the Services, and any claim or dispute you may bring against OTCU, its affiliates, subsidiaries, parent companies, members, shareholders, agents and assigns, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law rules or principles that would cause the application of the**

**laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of New York and the United States, respectively, sitting in the State of New York, and Manhattan.**

## **Termination**

**Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Services at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.**

## **Severability**

**If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.**

## **Assignment**

**These Terms, including any rights and licenses under these Terms, may not be transferred or assigned by you in whole or in part, by operation of law or otherwise, without the prior written consent of OTCU. If OTCU sells its assets to or is acquired by another company, or if it merges with another company, you, by using the Services, authorize OTCU to assign these Terms and the information you provided to OTCU or that OTCU collected while you used the Services in connection with such sale or merger.**

## **Consent to Electronic Communication.**

**By using the Services, you consent to receiving electronic communications from us regarding your use of the Services, or for operational and informational purposes. You also agree that by using the Services, you affirmatively consent to OTCU using electronic records or your digital signature to satisfy any statute, regulation, or rule of law requiring that such information be provided in writing and that you have not withdrawn such consent.**