

Netcoins Inc. Terms of Service

Last Updated: Jun 28, 2023

PLEASE READ THIS AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND NETCOINS INC. ARE RESOLVED. BY USING THE APPLICATION, YOU ACCEPT THE TERMS OF THIS AGREEMENT.

The Netcoins Platform (including the Netcoins website, web app and mobile application provided to Canadian customers and any web access we provide to the application functions) is part of an overall service (the “Service” or “Services”) operated for legal residents of Canada by Netcoins Inc., a British Columbia corporation (“Netcoins”, “we”, “us” or “our”). The Service provides individual users (“End User”, “User” or “You”) with features and services that include allowing you to buy and sell cryptocurrency.

By using the Services (including the App), you agree to these “Terms of Service” (the “Agreement”) and our [Privacy Policy](#).

We regularly update and modify the Platform. You agree that we may change the operation of the Platform in our sole discretion, at any time and without giving notice. We may also modify this Agreement and the [Privacy Policy](#) at any time. We will notify you on the Platform or via email of any material amendments, and the date of the last update will appear at the top of this Agreement. Your continued use of the Service after the “Last Updated” date on any of these agreements will constitute your acceptance of and agreement to the changes. If you are not willing and able to comply with this Agreement (or as amended), you may not use the Service.

We may develop and provide updates to the Platform, such as upgrades, new features, bug fixes, patches, other error corrections (collectively “Updates”). Updates may also modify or delete in their entirety certain features and functionality. We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the settings of a device using mobile application(s) that are part of the Platform, either (i) the mobile application will automatically download and install all available Updates; or (ii) You may be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge that the Platform may not operate properly if you fail to install Updates. All Updates are part of the Platform and are subject to all terms and conditions of this Agreement.

The Service, including the Platform, is intended for Canadian residents only.

You may not use the Service if you are not a Canadian Citizen or a Permanent Resident of Canada. You also may not use the Service if you are not at least 18 years old (or have not attained any greater applicable age of majority where you reside), do not agree to be bound by the terms of this Agreement, or your use of the Service would violate any laws or regulations that apply to you.

1. Accounts and Transaction Processing

General Account Terms.

As a condition of access to the Service(s), you agree that you will:

- Be a human 18 years or older who has the legal capacity to enter a contract. Accounts registered or operated by minors, “bots” or other automated methods are not permitted.
- Be a Canadian Citizen or Permanent Resident
- Provide your full legal name and valid email address where applicable, and all other device function access and information requested.
- Maintain the security of the device(s) you use to access the Service(s) and your account and password. We provide two-factor authentication and recommend that you use it.
- Take full responsibility for: (i) all activity on your account, and (ii) anything posted or created under your account. You must notify us if you know or suspect that your account has been accessed by any third party.
- Use the Service(s) only for legal and authorized purposes. You must not use the Service(s) in a way that violates any laws or regulations in your jurisdiction.
- When a user purchases/sells cryptocurrency on the Netcoins platform it is considered a crypto contract. A crypto contract imposes rights and obligations on Netcoins as the filer, and each client. Those rights and obligations are contained in the Relationship Disclosure Document provided at account opening.
- Netcoins Inc. is a registered Restricted Dealer in all provinces and territories in Canada, and is subject to the terms and conditions set forth in the decision document found here- <https://www.bcsc.bc.ca/securities-law/law-and-policy/exemption-orders---2002-to-present/s7s4s6s2s7sas7s8s6sds7sfs7s0> as well as NI 31-103 and other applicable Securities legislation.

As a condition of opening an account and ongoing access to the Service(s), You agree that you will NOT do any of the following or facilitate, enable, or assist any third party in doing any of the following:

- Violate our acceptable use policies (as determined in our sole discretion from time to time) for selection of your username and for all content, communications, and behavior relating to the Service. For example, physical abuse, violation of any party’s intellectual property rights, and communication with another user or any of our authorized representatives or customer service personnel that is profane, unlawful, threatening, abusive, libelous, defamatory, pornographic, obscene, ethnically or racially offensive, threatens abuse or retribution, contains slurs and/or is otherwise objectionable in our sole discretion, are grounds for immediately terminating your access to the Service.
- Create or operate another application or service to falsely imply that it is associated with Netcoins Service(s).

- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Platform and other Service(s) without Our express written permission.
- Misrepresent your identity, create a new account, or use other accounts to avoid enforcement of any Netcoins policies, terms, or conditions.
- Disclose in any public posting the contact information of another account holder.
- Trick, defraud, or mislead us and/or other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the networks or services connected to the Platform and/or used to provide the Services.
- Attempt to impersonate another user or person or use the username of another user.
- Sell or otherwise transfer your account.
- Use any information obtained from the Platform to harass, abuse, or harm another person.
- Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise, other than purchases and sales of VC for your own use in compliance with the terms of this Agreement.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform and/or Services.
- Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any system used to provide the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Delete or remove any copyright or other proprietary rights notice.
- Copy, modify, adapt, hack, or interfere with the operation of the Platform and/or Service(s).
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, that modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.

If we believe, in our sole discretion, that you have violated any provisions of this Agreement, we reserve all of the following rights: (1) to take legal action ourselves, (2) to refer any matter to police agencies and/or government regulators, (3) to cooperate in our sole discretion with law enforcement agencies and courts (whether they request information or compel its production by subpoena or other court order), (4) to provide information in our sole discretion regarding any user to government agencies, law enforcement personnel, and courts, including our identity records relating to the user, and (5) to void or reverse any transaction and to confiscate any VC involved in the transaction, if any aspect of the transaction or your actions violated any provision of this Agreement.

Registration.

When you create an account on the Platform you must provide complete, accurate registration information, and you must keep your information updated when changes occur. You must provide acceptable identification to comply with the rules set by the regulatory agencies that govern anti-money laundering and terrorist financing laws in Canada, such as The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and our Anti-Money Laundering/Know Your Customer (AML/KYC) compliance program. Persons who are on a government list of persons who are restricted from conducting business, and persons who are subject to any sanctions, may not open a Netcoins account or use the Service. Netcoins has the regulatory obligation to assess account appropriateness for all users, and reserves the right to deny or limit a user an account based on that assessment.

As a condition of access to the Service, You represent and warrant that You are not: (a) located in, under the control of, or a national or resident of any country to which Canada has embargoed goods or services, (b) identified as a "Specially Designated National," (c) listed on the United Nations Suppression of Terrorism list, and (d) a person who is subject to any law, regulation, or list of any government authority that would prohibit or limit Our ability to conduct business with You. You further represent and warrant that You will not use the Platform if the laws of Your country or jurisdiction prohibit You from doing so consistent with these Terms of Service.

As a further condition of using the Service, You: (i) certify that the information You provide when opening and maintaining an account is complete, true, and correct; (ii) authorize Netcoins to contact any individual or firm noted on documents provided to Us and any other normal sources of debit or credit information to verify and update Your information; (iii) authorize anyone so contacted to furnish such information to Us as we may request. You will inform Us in writing of any changes to Your information within ten (10) calendar days of the change. You authorize Us to obtain reports and provide information to others concerning Your creditworthiness and business conduct. Upon Your request, We will provide You with a copy of any report so obtained.

Authorization.

When a virtual currency / cryptocurrency (VC) or fiat transaction is initiated using your credentials, we will assume that you authorized the transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly processed, you must contact us as soon as possible by email at support@netcoins.ca. It is important that you regularly check your fiat and VC balances and your transaction history and notify us as soon as possible of any unauthorized or incorrect transactions. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this section. The longer You wait to notify Us of any unauthorized transaction the more likely it is that You will not recover lost assets.

Security.

You are responsible for maintaining the security of your account, including selecting a unique, secure password and keeping your password confidential. You may not permit access to your account by any third parties, whether human or automated, and allowing such access is grounds for terminating your account. You acknowledge that the internet is not a secure network and agree that You will not send any confidential information, including, without limitation, account numbers or passwords, in any unencrypted channel. You acknowledge that communications transmitted over the internet and computers connected to the internet may be accessed by unauthorized or unintended third parties. You agree to hold Netcoins and its affiliates, and their respective directors, officers, employees and agents harmless for any unauthorized access to Your account regardless of the cause.

Deposit and Withdrawal of Fiat (CAD or USD).

You may deposit and withdraw funds denominated in CAD or USD using the Platform, either by wire transfer or by Interac eTransfer (referred to as “funds transfer” in the section below) .

(A) *Overview.* You understand that Your use of any funds transfer function is subject to the disclosures in this Section and agree that You have received and reviewed these disclosures. Your use of any funds transfer function is also subject to the disclosures provided and acknowledgements that you accept when you initiate a funds transfer function using the Platform.

(B) *Transfer Limits.* We impose certain minimum and maximum limits on funds transfer services. Applicable limits are specified in the Platform when you request funds transfer services.

(C) *Fees.* We assess certain fees and charges for funds transfer services. The applicable fees are specified in the Platform, and you are required to indicate your acceptance of the fee to be charged when you request funds transfer services.

(D) *Processing Delays.* You may see a deposit included in Your CAD or USD balance shortly after you initiate the deposit using the Service. However, it may take 1-5 business days business days, but sometimes longer, for us to confirm receipt of your CAD or USD deposit with our own financial institutions. Netcoins provides no guarantee regarding the amount of time it may take to load Fiat to the Platform.

(E) *Confidentiality.* We may disclose information to third parties about You as well as the Fund Transfers effectuated out of the Account in the following circumstances:

- Where it is necessary or helpful for completing or correcting transactions and resolving claims regarding transactions;
- To verify the existence and condition of the account to a third party;
- To comply with a valid request by a government agency a court order, or other legal or administrative reporting requirements;
- If You give Us written permission;

- To Our employees, auditors, affiliates, Service Providers, or attorneys as needed;
- To prevent, investigate or report possible illegal activity;
- To authorize funds transfers; or
- Otherwise as necessary to fulfill our obligations under this Agreement.

Please see Our Privacy Policy for further details.

(F) *Liability.* In no event will We be liable to You for any equitable, consequential (including lost profits, indirect, extraordinary, incidental, punitive, or special damages). For instance, We will not be liable to You if:

- You do not have enough funds in Your Netcoins account or your bank account (as applicable) to complete the funds transfer;
- We have placed a hold or other limit on Your account in connection with any legal, regulatory, or administrative process, or in connection with Our anti-money laundering and compliance obligations;
- A technical malfunction occurred that You were aware of at the time of the transaction;
- We suspect that the requested funds transfer is unauthorized; or
- Circumstances beyond Our control prevent completion of the funds transfer or otherwise cause a funds transfer to be delayed, or completed incorrectly or inaccurately.

Fiat Holdings.

The Fiat (CAD or USD) balance in your account will be held in an account belonging to Us at Our bank. Your fiat deposits will be held separate from Netcoins corporate funds and Netcoins will not use your fiat funds for its operating expenses or any other corporate purpose. Your CAD and USD balance is not covered by the CDIC or any other agency. We do not pay interest on your fiat balance. If any interest is paid by banks we use to hold your fiat deposits, we will retain such interest.

Deposit and Withdrawal of Virtual Currencies (VC).

You may use the Platform to initiate a transfer of the VC held in your Netcoins account to another wallet, or to transfer VC from another wallet into your Netcoins account. We charge fees for withdrawal of VC as indicated on the Platform when you execute a withdrawal transaction. Fees may vary depending on the VC. These fees are established in our discretion and may be changed without prior notice.

VC Deposits. You may deposit VC to your Netcoins wallet ONLY from an external wallet that you own and control. By depositing VC you represent and warrant to us that you are the owner of and control the source wallet. We will receive deposits of VC to your account that you initiate from an external wallet. A VC deposit to your Netcoins account cannot be reversed once properly initiated. When You initiate a deposit of VC into Your account, You are solely responsible for accurately executing the deposit. We are not responsible for any VC until the VC is successfully deposited into the wallet address We provided to You and confirmed by the relevant blockchain record. We are

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not responsible for any delays or losses in connection with a VC deposit and are not obligated to assist or support You with respect to an unsuccessful VC deposit. If we provide any support to You relating to unsuccessful deposits, we do not guarantee that Our assistance will result in the successful completion of a transaction or recovery of any VC.

VC Withdrawals. You may withdraw VC from your Netcoins wallet ONLY to an external wallet that you own and control. By requesting withdrawal of VC you represent and warrant to us that you are the owner of and control the destination wallet. We will execute withdrawals of VC from your account to an external wallet based on your written instructions submitted using the Platform. Netcoins cannot reverse a withdrawal that has been broadcast to a VC network. You are exclusively responsible for ensuring that a withdrawal is being made to the correct or intended wallet address.

VC transfers require processing time and the total time can vary significantly, including both the normal processing time associated with a specific VC's network, and delays from other causes, including latency, congestion, disruption, and other causes beyond our control.

We may, in our sole discretion, delay, modify prohibit, or reverse, in whole or in part, any requested withdrawal, including in instances where: (a) We need further identify confirmation to comply with anti-money laundering policies, (b) We suspect that Your actions, the wallet address, or the withdrawal itself may be fraudulent or that you are violating the Terms of Service, (c) Your account has or would have an insufficient balance to cover actual or anticipated fees, or (d) as required by law or in response to a subpoena, court order, or other binding government order. We may require confirmation of the identity of the recipient before executing the requested transfer. We may decline to process a transfer if we are unable to confirm to our satisfaction (in our sole judgment) that the transfer complies with all applicable laws and regulations.

You accept all risks involved in withdrawing VC from your account. We are not liable for losses resulting from inaccurate, incomplete, or misleading details that You provide, or for any failure, error or delay in processing a withdrawal.

IF, FOR ANY REASON, YOUR ACCOUNT IS IN ARREARS, OR A FUNDING TRANSACTION FAILS OR IS REVERSED BY A BANK, PAYMENT PROCESSOR OR SIMILAR ENTITY, RESULTING IN A BALANCE OWING TO US, YOU AGREE THAT WE MAY, WITHOUT NOTICE TO YOU, LIQUIDATE ANY VIRTUAL CURRENCY ASSOCIATED WITH YOUR ACCOUNT IN ORDER TO REPAY ANY SUCH AMOUNTS OWING TO US. TO THE EXTENT THERE IS ANY SHORTFALL IN AMOUNTS OWING TO US, YOU AGREE TO PROMPTLY PAY US SUCH AMOUNTS.

Support for Specific Virtual Currencies and Functionality. The Platform and the Service support deposit, purchase, sale, and withdrawal of a limited set of VCs. The VCs that are supported may be changed from time to time in our sole discretion. Do not attempt to store or withdraw from your wallet any VCs that are not explicitly supported by the Platform, as such transactions are not supported and may result in loss of your assets.

We will attempt to give you 30 days' notice before withdrawing support for a VC but may do so without advance notice if we determine in our sole discretion that it is prudent to act immediately in response to regulatory changes, changes in the VC rules and protocols, compliance concerns, our assessment or reassessment of applicable regulations, our evaluation of market conditions, and/or reliability and reputation of the VC. In case of a change in VC rules and protocols, such as a "Fork" or "airdrop," We may elect to take any steps that we consider reasonable to protect the security and safety of the Platform, without giving You advance notice. We will determine how to manage any "airdrop" in our sole discretion, including deciding how and whether to incorporate airdropped VC into the Platform, distribute it to You, liquidate it and distribute resulting assets to you, or do nothing, and we may charge fees that we deem reasonable for services in processing airdrops. You understand and accept the risks of Airdrops and other similar events and agree that ownership in the Platform of a VC for which an Airdrop is occurring does not by itself grant entitlement to the airdropped VC.

You agree that We are not responsible for any loss of value resulting, directly or indirectly, from any Fork, airdrop, or similar operating change. If we determine that we will no longer support a specific VC, We may elect to assist you with respect to that VC but We have no further obligation or responsibility to do so.

Unless specifically announced on the Platform, We support only the basic purchase and sale transfer functionality of each VC. We do not support any other protocols and/or functionality that may have been developed to interact with a supported VC. This exclusion includes but is not limited to: metacoins, side chains, colored coins, derivative, enhanced, or forked protocols, tokens, or coins, protocol governance, and/or any smart contract functionality. Do not use your Netcoins account to attempt to receive, request, send, store, or engage in any type of transaction or functionality other than basic transfers from one wallet to another. Our Platform is not configured to process any additional functionality. Any attempted transactions in such items may result in loss of the item; Netcoins shall have no liability for any losses relating to additional protocols or functionality associated with a VC.

Virtual Currency Storage.

Netcoins does not itself maintain custody of (or otherwise hold) the virtual currency assets owned by You and held in your Netcoins account. We use third party services, including BitGo Trust Company, Inc. ("BitGo") and/or Fireblocks Inc. ("Fireblocks") as custodians of any VC you transfer to your Netcoins account or purchase through the Platform. You agree that You, and the third-party custodians, are solely responsible for the security of your VC assets and You agree to be bound by the terms and conditions of BitGo and Fireblocks.

You authorize and instruct Us to hold Your VC (whether purchased on the Platform or deposited into Your Account). We may hold Your VC together with the VC of other users in omnibus accounts or wallets. Netcoins maintains an internal ledger system to track the VC held in your Netcoins account. The VC held in your Netcoins account is held in trust for the benefit of the account owner (you).

Netcoins has licensed software from Digital Asset Services Limited (trading as Coincover) to provide additional security for keys to virtual currency assets held by Netcoins using Fireblocks. Netcoins has obtained an insurance backed guarantee, theft cover and theft protection from Coincover for the virtual currency assets held in Fireblocks, excluding losses arising from the gross negligence, willful misconduct or fraud of an employee or representative of Netcoins. The guarantee covers theft of cryptocurrency owned or managed by Netcoins to the maximum of coverage level. The coverage amount under the Coincover guarantee is reviewed periodically by Netcoins. Coincover is incorporated in England and Wales with registered number 113561137 and is authorized and regulated by the Financial Conduct Authority (No. 790558).

We have selected Service Providers that we believe are reputable and reliable, but we are not responsible for their business operations. You acknowledge and accept that the law determining treatment of Your VC if You, Netcoins, or any custodial Service Provider becomes insolvent is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict, including but not limited to You being treated as an unsecured creditor and/or the total loss of Your VC.

Cancellation, Termination, and Suspension.

You can close your account at any time in the Netcoins App or by contacting us using the contact information provided below. If you are unsatisfied with our services, please email us at (support@netcoins.ca).

Netcoins may refuse to provide you with an account, or suspend or terminate your account or specific account functions, at any time in its sole discretion, with or without a reason, and without prior notice. We will not be liable to you or to any other party for such refusal, suspension, or termination. Following suspension or termination of your account, we retain all of our legal rights under this Agreement (in law and equity).

Upon termination of your account for any reason, your account may be deactivated and/or deleted. You may no longer be able to access your account or the Platform. Cancellation or termination of your account will not entitle you to any refunds for VC or anything else you purchased through your account. However, except as otherwise provided herein, you will retain ownership of any VC that you have legitimately purchased in compliance with applicable law and all provisions of this Agreement. On termination of your account you will remain liable for any amounts due to us and for any transaction fees associated with closure of your account.

Upon termination or cancellation, You must provide Us with transfer instructions, together with all other information that We reasonably request, to transfer any remaining VC out of Your account. All such transfers must be completed within ninety (90) days following account deactivation or cancellation. We may delay or refuse to effectuate a transfer or termination, in Our sole discretion, if we consider it appropriate based on compliance or other legal factors.

Service Providers.

Our Service uses third-party Service Providers to perform some functions. By using the Service, You authorize us to use third-party Service Providers in delivering the Service, including the following providers, and accept the following specific terms:

- Our bank receives funds into our bank account when you initiate an interac e-transfer or wire deposit from your bank account, and processes interac e-transfer or wire transactions from our bank account to yours when you request a withdrawal from your Netcoins account.
- BitGo Inc. and/or BitGo Trust Company, Inc. (collectively "BitGo"), and/or Fireblocks Inc. provide wallet services to us and act as custodians for the virtual currency that you transfer to your account or purchase through the Netcoins Platform.
- Jumio Corporation provides Know-Your-Customer services. During the process of creating an account, you will upload identification documents to Jumio for verification of your identity and qualification to perform transactions. Jumio uses personal information, facial recognition, document information, and other data provided by third parties.

Each of our Service Providers has applicable terms of service, and those terms will apply to You when they provide services supporting your account. Terms of service of these Service Providers are available for your review at the time you interact with them to provide them with information, or from Netcoins by written request. Although we believe that our Service Providers have implemented reasonable and appropriate terms of service and limitations of their liability, we have no control over and assume no responsibility for their terms of service or their implementation of such terms. We also assume no responsibility to notify you of any changes in their terms of service.

2. Buying and Selling Virtual Currency (Cryptocurrency)

Overview.

You may create a Netcoins account using the Platform and deposit supported virtual currencies ("VC") and funds denominated in Canadian Dollars (CAD) and U.S. Dollars (USD) into your account. You can then use the Platform to purchase or sell several types of VC that the Platform supports. The Platform allows purchase and sale of VC for CAD or USD. When you buy or sell VC, we charge a fee for performing the transaction and earn money based on the difference between buy and sell prices.

General Terms.

These terms apply to any purchases you make using the Service(s):

- You appoint Netcoins as Your agent for the purposes of (a) supporting Your activities with respect to the Services, (b) carrying out Your instructions in accordance with these Terms of Service, and (c) taking any action that Netcoins reasonably and in good faith deems

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necessary or advisable to accomplish the purposes of these Terms of Service. You authorize Netcoins to place, withdraw, modify, suspend, cancel, terminate, or alter, in any fashion, orders and transactions You place through the Platform, as well as take any other actions that Netcoins deems appropriate to carry out Your instructions.

- The prices at which we buy and sell specific VC, the charge for buy/sell transactions, and the cost of any other Services offered for which there is a charge, are provided when you initiate a transaction using the Platform. Purchases of VC must be in CAD or USD. You will receive CAD or USD in your account when you sell VC.
- You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Platform and Services. You further agree to promptly update account and banking information, and personal details, including your email address, phone number, address so that we can complete your transactions and contact you as needed.
- You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your CAD or USD balance for any such amounts upon making your purchase. If any purchase or service you make is subject to recurring charges, then you consent to our charging your CAD or USD balance on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.
- You agree that Netcoins is not responsible for any delay in the settlement of a transaction resulting from circumstances beyond Our reasonable control, or the failure of any other person or party (including You) to perform all necessary steps to enable the completion of a transaction.
- If there is a pricing error when you buy or sell VC (that is, the buy or sell price shown is substantially inconsistent with the market price at the time of execution) Netcoins reserves the right to correct such errors, and/or reverse the erroneous transaction, even if Netcoins has already made or received payment.
- Access to the Platform may be degraded or unavailable during periods of significant volume or volatility. This could result in the inability to buy or sell and to delays in support response. Netcoins works to provide excellent service, but Our Platform is subject to interruptions in operation and we do not guarantee that any order will be executed, accepted, or recorded. Netcoins shall not be liable for any losses arising out of transaction delays. There is also no guarantee that a submitted order will be filled. Netcoins reserves the right to refuse or cancel any order placed through the Platform and Service for any reason, including, but not limited to, order size, market conditions, Your breach of this Agreement, actual, potential, or perceived violation of any applicable laws, rules or regulations, abnormal market conditions, significant disruption in trading of the underlying VC or the market or an exchange where it is traded, insufficient or inadequate funds in the Account (including all commission, charges, taxes and any amount in addition to the price of the VC that Netcoins reasonably considers is necessary), inability to access required liquidity, and any other reasonably identified risk considerations. If Netcoins refuses or cancels an order, Netcoins will not have any liability to you for the refusal or cancellation.

- We may restrict funding methods and limit funding amounts for Your account. To prevent fraud and reduce risk, We may at any time, without liability to You, place holds on Your account that restrict Your ability to (1) deposit and/or purchase VC, (2) withdraw fiat funds and/or (3) withdraw Your VC.
- If we determine in our sole discretion that the VC you hold was wrongfully acquired or was acquired by violating a provision of this Agreement, we have the right to, but are not obligated to, act in response to such wrongful acts as we deem fair and appropriate, in our sole discretion.
- You own the VC you purchase using the Platform. However, account ownership is not transferable, and the Platform does not allow transfers of assets between accounts.
- You are permitted to transfer funds ONLY to and from bank accounts that are held in the same name as your Netcoins account.

Order Placement and Execution of Trades.

The following process is used to receive and process your VC trades:

- Netcoins uses third parties (the “Liquidity Providers”) to execute buy and sell orders. To operate the Service, we obtain a private transaction price from the Liquidity Provider, incorporate a spread into the price, and present to You in the Platform an offered buy or sell price.
- You will have approximately six seconds to accept a displayed quote price and initiate a transaction. If the price is not accepted within the window during which the quote is displayed, the price will be updated.
- When you place an order for purchase of VC, You are committing to deliver the agreed amount of CAD or USD. When you place an order for sale of VC, You are committing to deliver the agreed amount of VC from your account. For a purchase, You must have a sufficient CAD or USD balance to pay for the VC and the Netcoins transaction fee for the trade. For a sale, You must have a sufficient VC balance available for the amount you wish to sell and the Netcoins transaction fee for the trade.
- Based on net trading activity of all customers (buy and sell activity), Netcoins monitors Virtual Currency Inventory against commitments to customers and liquidity providers.
 - o In the event net VC purchases exceed sales (Netcoins VC inventory is low)- Netcoins then purchases the corresponding amount of virtual currency from the designated Liquidity Provider (LP) to replenish inventory to reflect the net increase in customer balance of virtual currency. Netcoins sends Fiat to the Liquidity Provider and receives Virtual Currency.
 - o In the event net VC sales exceed purchases (Netcoins VC inventory is high), then Netcoins sells the corresponding amount of virtual currency to the designated Liquidity Provider (LP) to reduce inventory to reflect the net decrease in customer balance of virtual currency. Netcoins sends virtual currency to the Liquidity Provider and receives fiat.

- o This settlement with the liquidity provider usually occurs multiple times a week based on trading activity / volume.
 - o The contract in place with the liquidity providers is between each Liquidity Provider and Netcoins Inc.
- To purchase VC, Your Account must have available funds greater than the purchase price of the VC plus any associated fees. You agree to make all payments for the purchase without set-off, counterclaim or deduction. Any purchase order accepted by Us without sufficient CAD or USD in Your Account is subject to liquidation at Your expense. In our sole discretion, we may permit You to buy VC using funds we anticipate receiving from You in a CAD or USD deposit, before we have confirmed receipt of that deposit. VC purchases you make using pending deposit funds will be displayed in your Account and delivered to you but will be subject to a hold (and cannot be withdrawn) until your CAD or USD deposit is confirmed.

3. Staking

Overview.

Netcoins offers optional Staking Services (referred to as “staking”) throughout the Platform. Staking allows you to use your Virtual Currency (VC) custodied on the Platform to generate rewards by validating transactions on eligible proof-of-stake blockchain networks. Please visit our staking [information page for further details on how staking works](#).

General Terms.

- To participate in staking, You must “opt-in” to staking after opening an account with Netcoins. By continuing, you are accepting the staking terms and conditions outlined in this agreement as well as the staking risks outlined in the Risk Statement.
- Prior to staking a particular VC, You must accept and acknowledge the asset specific staking risks as outlined in the Crypto Asset Statement.
- When staking VCs, You agree to the VC specific staking terms, including but not limited to any applicable lock-up periods, reward cycles, reward payout methods, un-staking procedures, and any other VC and network specific staking parameters.
- Once a You opt-in, You may designate the quantity (a portion or the entire balance) of the eligible VC to stake. Netcoins will remit into the Your account the applicable staking rewards attributable to the staked VC after the rewards have been generated and received by Netcoins.
- Netcoins provides staking as an opt-in accessible service only and bears no liability for any loss incurred by You because of such services, including those losses resulting from on-chain contract security breaches or market volatility.
- You may stop accessing staking at any time through Your client account, in accordance with un-staking procedures of the VC network. There may be a delay before your VC is unstaked and available for use (also referred to as an unbonding period).
- Depending on the network, there may be a delay before your VC is eligible to participate in

- the transaction validation process and earn rewards (also referred to as a bonding period).
- Netcoins retains the right to terminate, suspend or modify the rules concerning the Staking Services in its sole discretion.

Staking Partner and Custody.

Netcoins provides staking through a partnership with one or more approved staking service providers. These partners either manage operators of validator nodes or operate validator nodes directly. Netcoins does not operate validator nodes itself. Your assets are staked from dedicated custodial wallets through Netcoins' qualified custodian.

Staking Rewards.

You earn rewards from the network, not from Netcoins. Netcoins simply connects You to the staking service providers (validators) and the network where VC is staked and rewards are earned. Reward rates are determined by the network, they can change at any time.

Netcoins regularly and periodically determines, for each client using the Staking Services during a relevant 'epoch' or 'reward cycle', the amount of staking rewards earned by the client during that reward cycle. In order to earn rewards in a given reward cycle Your VC must have been staked and completed its bonding and be eligible to earn rewards under the rules of the underlying protocol prior to the reward cycle starting. Netcoins distributes rewards to You per reward cycle as soon as they are made available to Netcoins from the staking service provider, minus applicable fees. Netcoins does not guarantee that You will receive any specific staking reward. You have no right to rewards associated with staking unless, and until they are received by Netcoins pursuant to a successful validation transaction, at which time the applicable reward is transferred to Your account balance. Any estimate of a rewards percentage provided by Netcoins is an estimate only, based on publicly available Network information, and may change at any time.

In rare cases, a determination by a VC network, which is outside of the control of Netcoins, may result in the Staking Services having been operated erroneously. This may result in a "slashing penalty" and/or the non-payment of expected staking rewards. Netcoins has no obligation to compensate You for any slashing penalty or any similar loss, fine or penalty. More details on these risks can be found in the Crypto Asset Statements.

Network Lockups and Unstaking.

Staked assets must be unstaked before you can sell or withdraw them. This can take a few hours or weeks, depending on the rules of the network. Depending on the network, you may not receive staking rewards during the unstaking process.

Service Fees.

Netcoins has the right to charge fees in connection with Your participation in staking. A schedule of these fees is available on or through Netcoins' [website](#) and on the Platform. Fees are subject to

change, at Netcoins' sole discretion, and You are responsible for accessing the fee schedule prior to participating in staking. Netcoins may offer lower fees for certain assets on a promotional basis and these promotional fees may differ among Netcoins users. You will be notified if you receive a promotional fee offer.

Netcoins third party service provider is also entitled to a fee for providing its staking service, this fee is deducted from the total reward as they are earned. The remaining portion is distributed to Netcoins. Netcoins then charges a fee for the Netcoins staking service by deducting a percentage of the net staking rewards. The remainder of the reward is distributed to users.

Asset Specific Staking Terms

Certain staking terms and conditions will vary depending on the asset and the specific parameters set by the network. These asset specific conditions are outlined in the "Crypto Asset Statements" and may include the following details:

- **Bonding / Activation Period:** Outlines the estimated time period a user must wait before their staked assets start to earn rewards on the network
- **Unstaking Procedures:** Any relevant procedures as it relates to unstaking assets, including unbonding / deactivation periods and timelines
- **Reward Details:** Includes reward cycles, payout periods, whether rewards are distributed in staked or unstaked form.

Disruptions and Errors

While Netcoins takes steps to ensure staking is accessible at all times, it cannot guarantee unimpeded or uninterrupted access to such service, nor can it guarantee that there will be no disruptions or errors. In the case of impeded or interrupted access, disruptions, or errors, any staked Crypto Assets may not generate staking rewards. Netcoins will communicate directly with You through the Platform to advise You of potential, pending, or current events that could adversely impact the provision of staking. Netcoins reserves the right to correct errors with the distribution and calculation of rewards as it relates to the Netcoins Staking Service.

Regulatory Changes Impacting the Provision of Staking Services

Provincial and federal legislative or regulatory changes, rules, interpretations, and judicial decisions, or determinations by securities regulatory authorities, including the BCSC, may affect Netcoins' ability to offer the Staking Services and could adversely affect the value, use and transfer of Your Crypto Assets, the operations of any Netcoins service, including the Staking Services, the tax treatment of these services, and the ability for You to cease such services in an expeditious manner. Netcoins will communicate as soon as possible with You through direct email and through the Platform to ensure minimum disruptions to staking in the event of a regulatory change that could adversely impact the provision of the Staking Services.

4. Legal Disclaimers

Risks Associated with Virtual Currency.

It is important to understand that purchasing virtual currency involves risk. By using the Service, you acknowledge and accept the following:

- VC can be purchased and sold in the Platform for consumer collection, use and consumption. The VCs available in the Platform are virtual currencies that act as a substitute for government-issued currency and are not intended as investments or “securities” as defined by Provincial Securities Acts. You represent that in using the Platform you do not intend to invest in any enterprise or enter into an investment contract. Neither the Service nor the Platform shall be considered a solicitation for, or offering of, any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.
- By purchasing VC using the Service, you represent that you are able, without impairing your financial condition, to bear the economic risk of being unable to recover the amounts you choose to spend purchasing VCs.
- Market prices for VCs are subject to significant volatility; factors beyond Your control and Our control can result in market price changes that adversely affect the value of VC you hold. There can be no assurance that any VC will retain its value, or any expectation that its value will increase.
- Regulations for virtual currencies may change, and new government actions, interpretations, and policies may affect the future operation of the Platform, and the use and value of your VCs.
- There are inherent risks associated with using Internet-based storage and payment mechanisms. Risks include hardware, software and network failures or errors, and malicious actions by other parties, including unauthorized access to information stored in relation to your account and fraudulently accessing or transferring your funds and VC.
- Netcoins does not control the underlying software protocols that govern the operation of any VC available for trading on the Platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. These protocols are subject to sudden changes in operating rules (“Forks”), that can materially affect the value and function of the VC. You accept the risks of Forks and other operating changes to VCs available through the Platform.

Virtual Currency Withdrawals: Third Party Risk, Wallet Ownership and Control

As the account owner, You acknowledge that you are fully responsible for any transfers of virtual currency / cryptocurrency (VC) initiated through your account to a platform, website or wallet not owned, controlled or endorsed by Netcoins in any way. You readily acknowledge that due to the nature of VC, transactions are irreversible and once sent out, coins cannot be pulled back by Netcoins. Additionally, you acknowledge full liability of transfers made to any third party platform, website or wallet from your Netcoins Account.

By using the Service, you acknowledge and accept the following:

- Netcoins has no relationship with any third party platforms or websites and is not obligated to perform KYC/AML checks on external parties that have no contractual relationship to Netcoins.
- Third party platforms or websites utilized by the user may use global blockchain and cryptocurrency protocols, however they are not customers of Netcoins now or in the past.
- Transfer of VC from your Netcoins account to an external website, platform or wallet is done at your own risk.
- VC transactions on the blockchain are not reversible or refundable.
- Netcoins does not provide investment advice to customers in any form.
- Netcoins does not execute transactions for customers at any time.
- You have full control of Your Netcoins account, all transactions are initiated and confirmed by You.
- When initiating a withdrawal, VC is transferred by You, and not as the result of any deficiency or hack of our systems.
- Netcoins is not liable for activity on your account, especially when that activity interacts with other parties off our platform without our knowledge or agency thereby.
- Netcoins is not liable for any losses, real or perceived, stemming from the use of third-party websites.
- References to services such as brokerage, investment and other services provided by a third party without a relevant license are not material to the users relationship with Netcoins.
- You acknowledge that it is solely your responsibility to conduct your own due diligence on any third party(ies) you are associated with, or platforms they intend on sending VC to.

Netcoins conducts appropriate procedures with regard to identifying you, the account owner, prior to your use of our services. Netcoins is not a bank, payment facilitator, or other analogous entity. We provide a platform for customers and businesses to effect purchase and sale of VC, any transactions that took place off our platform were conducted using decentralized blockchain technology which is neither a service Netcoins provides nor an arena in which we were able to assist with or are responsible for administration of.

Taxes and Advice.

None of the information You may receive from Netcoins shall be construed as providing any legal, accounting, estate, actuary, or tax advice. You are responsible for obtaining appropriate legal, accounting, estate, actuary, and tax advice from Your own sources.

We may collect sales tax on transactions performed on the Platform if your province of residence requires us to collect such taxes.

It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper tax authority if any taxes are due as a result of transactions you perform using the Platform. You acknowledge that we, or our designated service providers, may make certain reports to tax and other governmental authorities regarding transactions processed using the Services. If any Taxes are due based on your use of the Services, you will pay those taxes or reimburse us if we are required to pay them.

Intellectual Property Rights.

Ownership and Copyright Notice: Our Platform and all associated content provided as part of the Service is the property of Netcoins, Inc. and is protected by Canadian and international copyright, trade dress, trademark, and/or other applicable laws.

Trademarks and Service Marks: “Netcoins” and the other trademarks and service marks used on the Platform and the trade dress of the Platform are the property of Netcoins Inc. or our business affiliates and Service Providers. You acknowledge our exclusive right to use those of the trademarks, service marks and trade dress used herein that belong to Netcoins, and you agree not to use or seek to register any of our trademarks or service marks (or any confusingly similar marks) or a confusingly similar trade dress anywhere in the world.

Limited License to Access the Platform: Netcoins grants to you a limited, revocable, non-exclusive license to view the Platform, including files and images contained in or generated by the Platform in ordinary use, its look-and-feel, visual design elements, and accompanying data (collectively, “Software”), for personal use only and not for commercial resale, and only during the term of this Agreement and while you comply with each of the provisions herein.

Exclusion: Netcoins does not grant you any title, interest, or rights other than the foregoing limited license in any element of the Software or Services, content, computer code, data, Media, or any other property whatsoever. You may not sell, redistribute, or reproduce any element of the Services, nor may you decompile, reverse-engineer, disassemble, or otherwise convert any part of the Services to a human-perceivable form.

User Submissions: If you submit comments, ideas, feedback or suggestions about the Service, including without limitation suggestions for improvements, you agree that we are free to use and disclose such comments, ideas, and suggestions without additional compensation to you. You hereby grant us a perpetual, irrevocable, paid up, royalty free, nonexclusive, sublicensable,

Netcoins Inc.

transferable, worldwide license to edit, copy, publish, distribute translate or implement your submitted feedback, comments, ideas, and suggestions and/or use them for any other purpose.

Electronic Signatures and Electronic Delivery of Documents.

Applicable law and the operation of the Platform requires us to give you certain information “in writing”. By using the Service and the Platform you consent to receive information electronically and give your general consent to use electronic records and signatures throughout our relationship with you. Before you use any of our Services (as defined below), you must review and consent to the terms below. The Services and the Platform are designed to operate electronically and to accept actions you take within the Platform as legal signatures. Thus, if you do not consent to these terms, or if you withdraw your consent, we will not be able to provide you with the Services.

The disclosures, notices, agreements, fee schedules, statements, records, documents, authorizations, and other information we provide to you, or that you sign or agree to at our request (“Communications”), may be in electronic form (“Electronic Records”). We will also use electronic signatures and obtain them from you as part of our transactions with you. Our Communications are produced in English.

Electronic Records may be delivered to you in the Platform or by email. We may always, in our sole discretion, provide you with any Communication via paper, even if you have authorized us to provide it electronically.

Sometimes the law, or our agreement with you, may require you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this ESIGN Consent will automatically cover those Communications as well.

Your consent covers all Communications. Your consent remains in effect until you give us notice that you are withdrawing it. Withdrawal of consent will result in the termination of your account and your access to the Platform. Your withdrawal of consent will become effective after you have withdrawn all VC and fiat from your account and paid any amounts due to Us so that your account can be closed. To withdraw your consent, you must contact us by email at compliance@netcoins.ca using the subject “Withdraw Consent”.

You agree that we may satisfy any obligation we have to provide you with copies of our [Privacy Policy](#) by keeping it available for review in the Platform.

To use the Platform and receive Electronic Records, you must have an active email address that you have provided to us, a device that will run either the iOS or Android versions of the Platform and a connection to the internet. You confirm that you have appropriate hardware and software to receive and review Electronic Records, and that you have an active email account.

Disclaimers and Limitations of Liability.

Netcoins endeavors to provide reliable access to the Service. However, our Services are subject to various modes of failure and loss of data, some of which are beyond Our control. Further, because user information, passwords, and other key data are transmitted over publicly accessible networks (such as mobile data communications networks and the internet) as well as being stored on servers connected to these networks, there is an inherent risk that this information will be intercepted or improperly accessed by third party actors.

Your use of the Service(s) is at your own risk, and on an “as-is” and “as-available” basis. You assume the risk of using the wallet. We do not warrant, endorse, guarantee, or assume responsibility for any product or service offered by a third party. Third-party links on the Netcoins platform may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

You assume the risk of conducting transactions over the Internet and agree that we have no liability for security breaches unless we are grossly negligent.

You assume the risk of losses due to your use of the Service, including without limitation losses from: (i) hardware failures, (ii) data losses, (iii) user error, such as forgotten passwords or incorrectly construed smart contracts or other transactions; (iii) failure of or corruption of wallets; and (iv) improper activities of others, including without limitation deploying viruses, phishing, or otherwise attacking the Service and/or Platform, or your associated digital wallet.

You agree that you have had whatever opportunity you deem necessary to investigate the Services, and the laws, rules, or regulations that may be applicable to VC transactions and that you are not relying upon any statement of law or fact made by Netcoins relating to the legality of these transactions.

You agree that You will not consider any information you receive from Netcoins and/or its affiliates as investment advice, and that You do not expect to receive any investment advice from Netcoins and its affiliates. You agree that Your use of the Platform will not be deemed to create a relationship that includes the provision of or tendering of investment advice. To the full extent permitted by law, Netcoins hereby excludes all warranties of any kind, either express or implied, statutory (including, but not limited to, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

We do not warrant that the information we provide or that is provided by wallet or blockchain providers is accurate, reliable, or correct; that the Services will meet your requirements; that the Services will be available at any time or location; that the Services will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the services are free of viruses and other harmful components. Any subject matter obtained through the Service is downloaded at your own risk – you are solely responsible for any damage to your property or loss of data that results from such download. We make no representations or warranties about the time required to complete the processing of a transaction.

To the extent permitted by law, Netcoins (and its officers, directors, agents, Service Providers, and employees) shall not be liable for any damages or losses resulting in any way from:

- Information or keywords you provide while using the Service(s).
- Your use of or inability to use Service(s).
- Loss of VC and/or loss of access to VC in the Services.
- Your failure to secure your device(s) and your account information.
- Interception of data or other unauthorized access to data by a third party.
- Any modification, price change, suspension, or discontinuance of the Service(s).
- Viruses or other malicious software, glitches, bugs, errors or inaccuracies resulting from access to the Service(s).
- Damage to your device(s) while using the Service(s).
- The behavior, actions, and inactions of other users of the Service(s).
- Actions taken by Netcoins in response to violations of the Terms of Service, [Privacy Policy](#), and Our other policies, as amended from time to time.
- Any effects of changes in Netcoins operations, policies and Terms of Service on you or any business you conduct, including without limitation the need to modify your practices to comply with such changes.
- The technical operating and transmission features of the Service(s), including without limitation the transfer of unencrypted content over various networks.
- Acts (or failures to act) of third-party hardware, software, and network service providers.

Each exclusion and limitation of our liability stated herein applies to all forms of damages or losses, whether direct, indirect, incidental, special, consequential, or exemplary, and including but not limited to, damages for loss of profits, goodwill, reputation, use, cost of procuring substitute goods or services, personal injury, diminution of value or any other intangible losses (even if Netcoins has been advised of the possibility of such damages).

Some jurisdictions restrict the disclaimer of warranties and/or exclusion of damages, so such disclaimers and exclusions may not apply to you.

You acknowledge and agree that we have relied on the representations, warranties, disclaimers, and limitations of liability in this agreement (which reflect a reasonable and fair allocation of risk

between the parties and form an essential part of the bargain) in entering this Agreement and allowing you to access the Service, including the Platform. We would be unable to provide the Service without these provisions.

If despite the provisions herein, Netcoins is found to be liable for damages to you or another party, our aggregate liability is limited to the greater of (i) the transaction fees you paid for the Services within the three months preceding the event causing the claimed liability, and (ii) \$100.

Indemnification.

You will defend, indemnify, and hold harmless Netcoins and its shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "Indemnified Parties") from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, the Services; (b) any Content you provide; (c) your violation of this Agreement, the [Privacy Policy](#), or any other policy established by Netcoins or (d) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, Netcoins (or, at Netcoins' discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Indemnified Party wishes to settle, and if so, on what terms.

Force Majeure.

Netcoins will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of Netcoins, including without limitation any pandemic, flood, extraordinary weather conditions, earthquake, or other act of God, fire, act of war, terrorist act, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction. In the event of a market disruption or Force Majeure, Netcoins may do one or more of the following: (a) suspend access to Your Account; (b) prevent You from using particular Services; or (c) cease to follow Your instructions. When trading resumes after any such event, You acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

Adults Only.

If you are under the age of 18, you may not use the Service. The Service is not intended for children under the age of 18 and Netcoins does not knowingly collect information from minors. We will close the account of any user under the age of 18 or who is otherwise not of legal age to use the Service.

Privacy Policy.

Please refer to our [Privacy Policy](#) for information on how we collect, use, and share your information. The [Privacy Policy](#) is hereby incorporated into and forms a part of this Agreement. You agree to the collection, use, retention, and disclosure of your information as provided in the [Privacy Policy](#).

Disputes and Arbitration Procedures.

Any claim or dispute arising between you and Netcoins that relates in any way to this Agreement, your use of or access to the Service(s), actions by Netcoins or its agents, or any transaction through the Service(s), will be resolved exclusively through final and binding arbitration, rather than in court. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

As an alternative, you may file a claim in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.

Equitable Remedies: Notwithstanding the foregoing, Netcoins may seek and obtain injunctive relief in any court of competent jurisdiction.

Prohibition of Class and Representative Actions and Jury Trials

YOU AND NETCOINS MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR OTHER REPRESENTATIVE STATUS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS OR PRESIDE OVER ANY CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF FOR THAT PARTY'S INDIVIDUAL CLAIMS. YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL.

Dispute Resolution.

If we receive a complaint from you relating to trading or advising activities provided by us or a representative of our firm, we will provide you with a written acknowledgement of the complaint containing the following information:

- (a) a description of our obligation, if any, under National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations to make an independent dispute resolution or mediation service available to you;
- (b) the steps that you are required to take in order for an independent dispute resolution or mediation service to be made available to you; and

(c) the name of the independent dispute resolution or mediation service that will be made available to you and contact information for the service.

In addition, if we decide to reject a complaint or to make an offer to resolve a complaint, we will provide you with written notice of that decision.

We will make an independent dispute resolution or mediation service available to you at our expense if:

(a) after 90 days of our receipt of the complaint, we have not given you written notice of our decision in respect of the complaint and you have notified the independent dispute resolution or mediation service specified by us that you wish to have the complaint considered by the service; or

(b) within 180 days of your receipt of written notice of our decision in respect of the complaint, you have notified the independent dispute resolution or mediation service specified by us that you wish to have the complaint considered by the service.

There are limitations on your ability to have a complaint resolved at our expense by an independent dispute resolution or mediation service. We are only required to follow this procedure if the complaint is received by us within six years of the day when you first knew or reasonably ought to have known of an act or omission that is a cause of or contributed to the complaint. Also, you must agree that, for the purpose of the independent service's consideration of the complaint, the amount claimed (if any) will be no greater than C\$350,000.

We may follow other procedures in relation to a complaint made by a "permitted client" within the meaning of applicable securities laws that is not an individual.

Further information regarding these matters is found [here](#).

General Terms.

If the arbitration provisions above are found not to apply to your claim, the state and Federal courts located in Cheyenne, Wyoming will have exclusive jurisdiction, and you agree to submit to the personal jurisdiction of these courts.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, the Platform, this Agreement, or the [Privacy Policy](#) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The heading of each provision of this Agreement is for descriptive purposes only and shall not be used to construe or interpret any of the provisions under this Agreement.

This Agreement, the [Privacy Policy](#) and all policies posted through the Service(s) constitute the entire agreement between you and Netcoins and supersede any prior agreements between you and Netcoins (including, but not limited to, any prior versions of this Agreement). We may assign our rights under this Agreement in our sole discretion; you may not assign or transfer any of your

rights under this Agreement other than as provided herein, and any other attempted assignment or transfer of rights by you shall be void and have no effect. The failure of Netcoins to exercise or enforce any of its rights shall not constitute a waiver of those rights. The laws of the Province of British Columbia, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute between you and Netcoins. Headings are for reference purposes only and do not limit the scope or extent of any section. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions will remain in force. The provisions of this Agreement which by their nature are intended to survive termination of this Agreement will survive its termination.