

Terms of Service

Last Updated December 5, 2017

Orderbook Pte. Ltd. (hereinafter referred as the "Orderbook", "we", "our" or "us") as an administrator of the Website (as defined below) adopts these Terms of Service (hereinafter referred as the "Terms") that specifies User's (as defined below) rights and obligations and constitute a legally binding Agreement for both parties. These Terms affect User's rights and impose certain obligations while using the Website, so the User must read them carefully. By creating an Account (as defined below) or using the Services (as defined below), User agrees to be legally bound by these Terms of Service and all Terms incorporated by reference.

1. Interpretation.

1.1 Definitions. The following terms used in these Terms have the following meanings:

"Accredited Investor" An individual, an agent of an individual or an entity that meets income or asset requirements and meets the requirements set forth in the applicable securities laws of the country in which the User is a resident of.

"Account" Database entry that contains personal information of the User, including Orders and Transactions, related to the use of the Website or Widget.

"Agreement" These Terms of Service, in their entirety, as well as any other agreements referenced herein.

"API" Application Programming Interface.

"Communication" Includes the Terms of Service and Privacy Policy, and updates to these agreements and policies, as well as: documents; receipts; legal, regulatory, and tax disclosures; legal, regulatory, and tax statements; agreements; Account details and history; confirmations; Transaction information; and responses to claims, complaints, or customer support inquiries filed in connection with the User's Account.

"Content" Materials or information on the Website, including, but not limited to the Intellectual Property, information posted through the Services, downloaded material, and Communications.

"Cryptocurrency" Bitcoin, Ethereum, Tokens, and similar Digital Currency listed at <https://www.orderbook.io/#/currencies>.

"Fiat Currency" Government issued currency that is designated as legal tender in its country of issuance through government decree, regulation, or law, including the U.S. dollar or any other government-issued currency.

"Fees" Fees payable to Orderbook for each completed Transaction.

“Funds” Cryptocurrency and Fiat Currency in an Account.

“ICO” Initial Coin Offering.

“ICO Company” Company that is doing an initial coin offering.

“ICO Token” Cryptocurrency that is sold and bought during a company’s ICO.

“Order” A declaration of intention to commit a Transaction on the specified terms made either through the Website directly, through any API, or using the Widget.

“Orderbook” The legal entity incorporated as Orderbook Pte. Ltd., at the address 22 North Canal Road #02-00 048834 Singapore.

“Privacy Policy” Refers to the Privacy Policy available at <https://www.orderbook.io/static/docs/privacy.pdf>.

“Processed Transaction” Transaction that has been included in a block by the Ethereum network [<http://ethereum.org/>] or has been sent to the network, which cannot be reversed due to technical characteristics of the blockchain database.

“Prohibited Use” As defined in Section 8.

“Restricted Locations” – Includes China, Cuba, Crimea Region of Ukraine, Dubai, Iran, Lebanon, Libya, Macau, North Korea, Russia, South Korea, Somalia, Sudan, and Syria.

“Securities Offerings” Offerings that are compliant with registration requirements or that are exempt offerings that adhere to the securities laws of the jurisdictions they are being offered from and within.

“Services” The Services available on the Website include the following: creating an Account, which allows Users to store, track, transfer and manage Cryptocurrencies and Fiat Currency; trading or exchanging of an asset for an asset with other Users, including Transactions involving Cryptocurrency for Cryptocurrency, and Cryptocurrency for Fiat Currency or vice versa; purchasing ICO Tokens, which may be considered a Securities Offering; depositing Cryptocurrencies or Fiat Currency into the Account from a Wallet or through a wire transfer from a bank; withdrawing Cryptocurrency or Fiat Currency and sending the Funds to a Wallet or the User’s bank account; listing Cryptocurrencies; listing of ICO Tokens; and hosting an ICO, which may be considered a Securities Offering. The Services available on the Widget include the following: creating an Account, which allows Users to store, track, transfer and manage Cryptocurrencies and Fiat Currency; depositing Cryptocurrencies or Fiat Currency into the Account from a Wallet or through a wire transfer from a bank; and purchasing the ICO Company’s specific ICO Tokens.

"Terms" These Terms of Service as amended by Orderbook and available at <https://www.orderbook.io/static/docs/terms.pdf>.

"Transaction" Sale, purchase, deposit, or withdrawal of Cryptocurrency and/or Fiat Currency through the Website or the purchase of Cryptocurrency through the Widget under these Terms.

"User" An individual or a corporate representative who uses the Website, agrees to the Terms of Service and Privacy Policy, and is a holder of an Account.

"Wallets" Third-party software that creates an account for User's to store, send and receive Cryptocurrency that is separate from Orderbook.

"Widget" Software embedded in the ICO Company's Website that allows Users to create an Account, deposit Funds, and purchase only the ICO Company's specific ICO Token, which may be considered a Securities Offering.

"Website" Collection of information, texts, graphic elements, design, pictures and other intellectual property, as well as the software in the information system available on the Internet at a domain address <http://orderbook.io/>.

"You" or "Your" refers to the User.

1.2 – Headings. The headings of the clauses of these Terms are for convenience and ease of reference only and shall not affect the meaning or interpretation of these Terms.

1.3 – Governing Law. The Terms shall be governed by and construed in accordance with the laws of the United States and the State of California, unless expressly stated otherwise herein. For the purpose of any judicial proceeding, you hereby submit to the jurisdiction of the state and federal courts sitting in San Francisco County, California, and agree to service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in Orderbook's records, or if no such address is provided, by email to the email address provided by the relevant party to Orderbook in connection with its use of the Services.

You agree that any action you commence will be in the state or federal courts located in San Francisco County, California, and you hereby consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts located in San Francisco County, California.

2. General Use.

2.1 – Scope of Services. Orderbook is an exchange platform. The Website is an Internet-based platform that can be used for the purposes of obtaining information about Transactions and entering into them. The Services allow all Users of the platform to trade Cryptocurrencies, Fiat Currencies or ICO Tokens with other Users. Specifically, Orderbook provides you with a way to

trade Fiat Currency for Cryptocurrency and vice versa, as well as to trade one type of Cryptocurrency for another type of Cryptocurrency. However, any Cryptocurrency purchased through a Securities Offering may not be traded immediately in order to comply with lockup restrictions under the U.S. securities law. Users may use the Website and its Services to place Orders and make Transactions, in compliance with all applicable laws, upon acceptance of these Terms and opening an Account.

An Orderbook Account encompasses the following basic Orderbook services:

- Allows Users to store certain Cryptocurrency, and to track, transfer, and manage Cryptocurrencies;
- Cryptocurrency trading services through which Users can buy and sell Cryptocurrency or Fiat Currency in Transactions;
- Allows Users to deposit Funds from Wallets or through wire transfers from a bank; and/or
- Allows Users to withdraw Funds from the Account and send the funds to a Wallet or to the User's bank account.

The User acknowledges and agrees that when completing Transactions, he/she is trading with other Users, and that Orderbook acts only as an intermediary in such Transactions, not as counterparty to any trade. **The risk of loss in trading or holding Cryptocurrency can be substantial. You should therefore carefully consider whether trading or holding Cryptocurrency is suitable for you in light of your financial situation.**

2.2 – Eligibility. Orderbook may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain U.S. states or foreign jurisdictions (“Restricted Locations”). To be eligible to use the Orderbook Services, you as an individual User must be 18 years or older and have the capacity to contract under applicable law, or if the User is not individual, you must have the right and requisite power and authority to sign and enter into binding agreements for and on behalf of the User.

The Website has not been designed for and cannot be used by individuals and/or corporate and non-corporate entities that are regulated by the laws of the countries where transactions with Cryptocurrencies are restricted. The User is solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with the use of all Services, products and Content of the Website. Orderbook, as well as any other person, authorized by Orderbook to administer the Website, shall not be held liable for any legal risks and disputes arising in the jurisdiction of User's residency.

You further represent and warrant that you: (a) have not previously been suspended or removed from using our Services; (b) entering into this Agreement will not violate any other agreement to which you are a party; (c) are not located in, under the control of, or a national or resident of any Restricted Locations or any country in which the United States has embargoed goods or services; (d) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these terms; (e) are not identified as a “Specially Designated National;” and (f) are not placed on the Commerce Department’s Denied Persons List.

2.3 – License to Use the Service. Upon these Terms of Service, Orderbook hereby grants the User a non-exclusive, non-transferable limited license to access and use the Website and related Content, material, and information in strict accordance with the terms and conditions stated below. Any other use of the Orderbook Website or its Content, material and information is expressly prohibited. All rights not expressly granted herein are fully reserved by Orderbook, its advertisers and licensors.

3. Privacy Policy and Protection of Personal Information.

3.1 – Privacy Policy. Please review our Privacy Policy available at <https://www.orderbook.io/static/docs/privacy.pdf> to learn about how we collect, use and share your information. The Privacy Policy explains how Orderbook treats your personal information and protects your privacy when you access Orderbook and use the Services.

3.2 – Amendments to Privacy Policy and Terms of Service. Orderbook may modify or update its Privacy Policy and these Terms from time to time, therefore we recommend you review this page and the Privacy Policy periodically. When we change the Privacy Policy or these Terms in a material manner, we will update the ‘last modified’ date at the bottom of each page and notify you that material changes have been made. Your continued use of the Service after any such change constitutes your acceptance of the new Privacy Policy and Terms. If you do not agree to any of these terms or any future Terms of Service or Privacy Policy, do not use or access (or continue to access) the Services.

4. Orderbook Account.

4.1 – Creation and Registration of Account. In order to use any of the Orderbook Services, you must first register and create an Account with Orderbook. The User is allowed to register only one Account, and any additional Account may be deleted. The User shall open and maintain an Account by registering on the Website and providing your name, an email address, password, telephone number, other Account information as defined below and affirm acceptance of the Terms and Privacy Policy. You agree to create a strong password that you do not use for any other website or online service. The registration and Account creation process is necessary to obtain access to certain pages of the Website, and the User shall select a proper email address and password. The User is entitled to use all functions of the Account upon completion of the verification procedure as described on the Website. However, Orderbook may, in its sole discretion, refuse to allow you to establish an Orderbook Account at any time.

The User agrees that he/she will not use any Account other than his/her own, or access the Account of any other User at any time, or assist others in obtaining unauthorized access. Orderbook is vigilant in maintaining the security of the Website and the Services.

Moreover, Orderbook is committed to providing a compliant and reputable Website. Accordingly, Orderbook has implemented enhanced customer due diligence procedures in order to comply with “Know Your Customer” (KYC) requirements, as well as Anti-Money Laundering (“AML”) standards. Orderbook will require all Users to provide certain identifiable information, which Orderbook will verify through third-party providers. Orderbook may also require Users to

provide information required for the purpose of Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) compliance. A User shall provide the information required by FATCA and CRS if the User is purchasing ICO Tokens from an ICO Company that is a Foreign Financial Institution. The information required by FACTA is provided for in Forms by Forms W-8BEN and W-BEN-E, as well as other applicable forms from foreign jurisdictions. For a list of the identifiable information required, please review Orderbook's Privacy Policy available at <https://www.orderbook.io/static/docs/privacy.pdf>.

4.2 – Required Account Information. The User shall provide Orderbook with certain registration information, all of which must be accurate, truthful, and complete information: full name; email; telephone number; date of birth; current address or principal place of business, including the country of residence; identification number, identification documents and banking information (hereinafter “Account Information”). In providing the Account information, the User shall not: select an email address already used by another person; use an email address in which another person has rights without such person's authorization; or use an invalid email address.

4.3 – Identity Verification. Identification and verification procedures (also known as “Know Your Customer” or (KYC)) are required for all financial Transactions. Under the KYC requirements, a User may be required to provide the Account Information listed above, as well as an identification number, such as a social security number, tax identification number or passport number, and government-issued identification or for entities forms that establish the legal existence of an entity. The information required under the KYC requirements will be verified by a third-party vendor, including, but not limited to, Onfido [<https://onfido.com>]. If the User refuses to provide the required documents and information, Orderbook reserves the right to deny creation of an Account or immediately terminate Services provided to the User based on Orderbook's inability to verify the authenticity of the registration information or request additional information and/or documents from the User.

To use certain features of the Orderbook Services, including certain transfers of Cryptocurrency and/or Fiat Currency, you may be required to provide Orderbook with the Account Information, and any other personal information, listed above. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update Orderbook if any information changes.

If the User purchases tokens as part of Securities Offerings, then the User may need to be verified as an Accredited Investor. A User from the United States will need to prove that they meet one of the requirements listed in 17 C.F.R. §230.501(a), including, but not limited to: an individual with income in excess of two hundred thousand dollars (\$200,000) in each of the two (2) most recent years, or a joint income with a spouse in excess of three hundred thousand dollars (\$300,000) in each of those years and the User reasonably expects the same or greater income level in the current year; or an individual with a net worth or a joint net worth with that person's spouse at the time of his/her purchase that exceeds one million dollars (\$1,000,000).

For the United States Accredited Investor verification process, a User's personal information may also include income-based information, net worth based information, or information from a third-party representative. If the User is an Accredited Investor based on

income then the User's personal information will also include the User's W-2 Form, Form 1099, Schedule K-1, or Filed Form 1040, and a written representation from the User that he or she has a reasonable expectation of reaching the income level in the current year. Whereas, if the User is an Accredited Investor based on net worth then the User's personal information will also include bank statements, brokerage statements, and other statements of securities holdings, certificates of deposit and/or tax assessments and appraisal reports issued by third parties in order to verify assets. However, if the User is an Accredited Investor based on third-party representation, then the User's personal information will also include written confirmation from a broker-dealer, a registered investment advisor, a licensed attorney or a certified public accountant that such person has taken reasonable steps to verify that the User is an Accredited Investor within the prior three (3) months and determined that such User is an Accredited Investor.

For Singapore Accredited Investor verification process, a User will need to prove that they meet one of the following: the User is an individual with net personal assets exceeding two million (\$2,000,000) SGD in value; the User is an individual whose income in the preceding twelve (12) months is not less than three hundred thousand (\$300,000) SGD; or the User is an entity with net assets exceeding ten million (\$10,000,000) SGD in value certified by the User's most recently audited balance-sheet or a balance-sheet certified by the User as a true and fair view of the state of affairs of the User as of the date of the balance-sheet, which should be dated within the preceding twelve (12) months. In order to prove that a User meets one of the requirements, the User's personal information will include bank statements, securities statements, income statements, or other financial documents proving Accredited Investor status.

Additionally, if the User purchases Securities Offerings, but is not a resident of the United States or Singapore, the User may still need to comply with Accredited Investor requirements of their country of residence. Any information provided to Orderbook by the User in order to satisfy the Accredited Investor requirements will be collected, verified and stored by Orderbook. You undertake to provide Orderbook with correct and relevant documents and personal information contained herein.

In addition to all the required information previously mentioned, the User will also have to provide additional information required by FATCA/CRS if the User purchases ICO Tokens from an ICO Company that is a Foreign Financial Institution. The information required by FATCA and CRS includes, but is not limited to, a foreign tax identification number, global intermediary identification number, entity type if applicable, government-issued documentation, if applicable, and/or other relevant financial documentation if necessary.

In case the User provides counterfeit documents and false personal information, such behavior will be interpreted as a fraudulent activity. You hereby authorize Orderbook to, directly or indirectly through third parties, make any inquiries Orderbook considers necessary to check the relevance and accuracy of the information provided for verification purposes, as well as to protect against fraud, including to query identity information contained in public reports (e.g. your name, address, past addresses, or date of birth), to query account information associated with your other accounts, such as your Wallet or bank account (e.g. name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully

response to such inquiries or requests. The Accredited Investor verification will be conducted by a third-party provider and will also be reviewed by Orderbook's Chief Compliance Officer.

See our Privacy Policy available at <https://www.orderbook.io/static/docs/privacy.pdf> to learn more about how we treat your data.

4.4 – Accuracy of Information and Account Maintenance. By registering with Orderbook, User agrees to provide Orderbook with current, accurate, and complete information about him/her/itself as prompted by the registration process, and to keep such information updated. You agree to promptly update your Orderbook Account information and maintain the security of your Account by protecting your password and restricting access to your Account. Promptly notify Orderbook at security@orderbook.io if you discover or otherwise suspect any security breaches related to your Account. Additionally, you agree to take responsibility for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law.

4.5 – Account Security. The User is responsible for maintaining the confidentiality of information on the Account, including, but not limited to the password and email. The User is also responsible for maintaining adequate security and control of any and all passwords, personal identification numbers, or any other codes used to access the Orderbook Services.

The User must take reasonable care to ensure that his/her email account(s) are secure and only accessed by the User, as his/her email address may be used to reset passwords or to communicate with User about the security of the Account. The User ensures the confidentiality of its email address and password, and does not allow the use of this information without its consent. Any person that has used this information to login to the Website is considered to be acting as the agent of the User unless the User has informed Orderbook of suspected unauthorized use of its email address and password. If any of the email addresses registered with User's Account are compromised, the User should without undue delay after becoming aware of this contact Orderbook Support.

Irrespective of whether the User is using a public, a shared or his/her/its own computer to access the Account, the User must always ensure that his/her/its login details are not stored by the browser or cached or otherwise recorded. The User should never use any functionality that allows login details or passwords to be stored by the computer he/she is using. If the User has any security concerns about the Account, login details, passwords or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must contact Orderbook Support or email security@orderbook.io without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Account, login details, password or other security features. Any undue delay in notifying Orderbook may not only affect the security of the Account, but may result in the User being liable for any losses as a result.

If there is suspicious activity related to the User's Account, Orderbook may request additional information from the User, including authenticating documents, and freeze the Account for the review time. The User is obligated to comply with these security requests, or accept

termination of the Account. Orderbook shall not be liable for the breach of an email account resulting in an unauthorized Transaction executed with proper confirmation.

4.6 – Insufficient Funds. If you have insufficient Funds in your Account to complete an Order via the Services, the Order will not be created.

5. Cancellation, Suspension or Termination of Account or Services.

5.1 – Cancellation or Refusal of Registration. Orderbook has the right to refuse registration of or cancel your Account in its discretion for any reason.

5.2 – Suspension. The creation or use of Accounts without obtaining Orderbook's permission will result in the immediate suspension of all respective Accounts. Any attempt to do so or to assist others (Users or other third parties), or the distribution of instructions, software or tools for that purpose, will result in termination of such Users' Accounts. Termination is not the exclusive remedy for such violation, and Orderbook may decide to take further action against the User.

Additionally, Orderbook may, in our discretion and without liability to the User, with or without prior notice, suspend your access to all or a portion of your Services if you breach the Terms, any Force Majeure Event occurs, or any other event occurs that would make provisions of the Services commercially unreasonable for Orderbook. If Orderbook is forced to remove or suspend Services provided to Users, the User will receive a notification to withdraw Cryptocurrency and/or Fiat Currency from the Account.

5.3 – Termination. Orderbook reserves the right to terminate the User's access to the Services, in our sole discretion, immediately and without notice, and delete or deactivate your Account and all related information and files in such Account without liability to you. If Orderbook deletes your Account for any reason, you will lose all access to any information, connections, or other features that may have been associated with your Account. In the event of termination, Orderbook will attempt to return any Funds stored in your Account not otherwise owed to Orderbook, unless Orderbook believes you have committed fraud, negligence, or other misconduct. If User violates the Terms, Orderbook may also pursue other remedies at law or in equity.

5.4 – Additional Bases for Cancellation, Suspension, or Termination. Orderbook may suspend, restrict, or terminate your access to any or all of the Services, and/or deactivate or cancel your Account if: (a) Orderbook is required by a facially valid subpoena, court order, or binding order of a government authority; (b) Orderbook reasonably suspects you of using your Account in connection with a Prohibited Use; (c) use of your Account is subject to any pending litigation, investigation, or governmental proceeding and/or we perceive a heightened risk or regulatory non-compliance associated with your Account activity; (d) our service partners are unable to support your use; (e) you take any action that Orderbook deems as circumventing Orderbook's controls, including, but not limited to, opening multiple Accounts, or abusing promotions which Orderbook may offer from time to time; (f) breach these Terms; or (g) an ICO Company that is a client of Orderbook requests Orderbook to do so. You acknowledge that Orderbook's decision to take

certain actions, including limiting access to, suspending, or closing your Account, may be based on confidential criteria. You agree that Orderbook is under no obligation to disclose the details of its procedures with you, nor is it obligated to provide you notice if a court order or other legal process prohibits Orderbook from providing you with such notice.

5.5 – Permitted Transfers. You will be permitted to transfer Cryptocurrency or Funds associated with your Account for ninety (90) days after deactivation or cancellation unless such transfer is otherwise prohibited under the law, including, but not limited to, applicable sanctions program, or by a facially valid subpoena or court order.

6. Transactions.

6.1 – The Transaction. The User acknowledges and agrees that when completing a buy or sell Transaction, he or she is trading with other Users, and that Orderbook acts only as an intermediary in such Transactions, not as counterparty to any trade, and under no circumstances can be considered as a party to the Transactions. Orderbook is also under no circumstances considered a party to a deposit or withdrawal Transaction. Orderbook allows Users to submit Orders to purchase or sell Cryptocurrencies for Fiat Currency and vice versa. The price for which Users offer to buy or sell the Cryptocurrencies is at their own discretion.

6.2 – Orders. The User makes Orders through the Website or Widget using the Account. The Transactions are made automatically when the matching Orders have been placed through the User's Account. Orders can be processed either in full or in part. The User's ability to cancel his/her/its Order is limited. The User cannot cancel an Order once the Order has been executed by the network (i.e. "included in the block") and matched, regardless of what is displayed on the Website.

6.3 – Sufficient Funds. A Transaction can be accomplished only if the Accounts involved in such a Transaction are credited with sufficient amount of Cryptocurrency and/or Fiat Currency for the purposes of the Transaction (balance sufficiency). The balance sufficiency is defined automatically after charging all relevant Fees under the Fee Schedule available at <https://www.orderbook.io/#/fees>.

6.4 – Transaction Processed. Once the Transaction has been processed, the Accounts involved in it shall be credited with the Cryptocurrency and/or Fiat Currency according to the terms and conditions of the Transaction. The Transaction is irreversible once it is submitted to the blockchain.

6.5 – Deposit and Withdraw. The User is entitled to deposit and withdraw Cryptocurrency and/or Fiat Currency from his/her Account using any available means of transfer (bank transfer, Wallets, etc.). However, Orderbook reserves the right to decline a deposit if the User does not include a comment with the specific code Orderbook provides, therefore precluding Orderbook from verifying the User's identification. Orderbook also reserves the right to refuse a wire transfer withdrawal when the name associated with the wire transfer does not match the User's name associated with the Account.

Orderbook reserves these rights in order to protect against unauthorized use of the Website or Widget, prevent money laundering, fraud, or other illegal activities, and ensure Orderbook can verify the identity of the User, as well as the source of the funds, which ameliorates security of Orderbook's Website, Widget, and Services. Orderbook reserves the right to find a wire transfer ineligible to proceed and may return the wire transfer to the User. However, the User is solely responsible for paying any fees imposed by the bank or another third-party. Orderbook shall not be responsible for refunding any transaction fees imposed by a third-party.

The User acknowledges and agrees that a deposit and withdrawal Transaction in Fiat Currency may be delayed due to bank verifications and checks, for a period up to one (1) month or more if there are unavoidable issues that arise. Similarly, and due to the inherent nature of the cryptocurrency networks, the User acknowledges and agrees that depositing and withdrawing Cryptocurrencies into/from his/her Account may take up to twenty-four (24) hours, barring unforeseen and unavoidable network issues. Orderbook may be forced to cancel or recall already executed withdrawal Transactions at the request of financial institutions, including but not limited to banks, which are involved in settlement of such Transactions. In such cases the User obliges to cooperate with Orderbook in order to discover the reasons for such requests.

6.6 – Conditions and Restrictions. Orderbook may introduce restrictions as to the frequency or amount of such deposits and withdrawals. Orderbook may also impose any other conditions or restrictions upon your use of the Services. Cryptocurrency and/or Fiat Currency held on the Accounts are property of the Users that opened these Accounts. Orderbook has the right to decline User's Transactions and/or suspend User's Account and block all Cryptocurrency, Fiat Currency and commodity sums contained therein.

6.7 – Refuse to Process or Cancel Transaction. Orderbook reserves the right to refuse to process any Order as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits.

6.8 – User's Cancellation of Order or Transactions. You may only cancel an Order initiated via the Services if such cancellation occurs before the Order is matched. Once your Order has been matched and processed, you may not change, withdraw, or cancel your authorization for Orderbook to complete such Transaction. We reserve the right to refuse any cancellation request associated with an Order once you have submitted such Order.

6.9 – Risk Disclosure. The User understands and accepts the fact that trading with Cryptocurrency offered via the Website involves significant risks. You acknowledge and agree that you shall access and use the Services at your own risk. The risk of loss in trading Cryptocurrency can be substantial. Thus, Orderbook suggests that Users carefully consider whether such Transactions are suitable for you in light of your circumstances and financial resources.

The User should be made aware that you may sustain a total loss of the Funds in your Account and, in some cases, you may incur losses beyond such Funds. Additionally, under certain conditions, you may find it difficult or impossible to liquidate a position. These brief statements cannot disclose all risks and aspects associated with these Transaction, therefore Orderbook

recommends that Users seek professional financial and/or legal advice before trading via the Website.

Additionally, the User acknowledges that there are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Orderbook shall not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when trading via the Services, howsoever caused.

7. Fees.

7.1 – User Fees. The User agrees to pay Orderbook the Fees for each completed Transaction under the Fee Schedule. Prior to the Transaction, the User shall consider Transaction Fee rates published on the Fee Schedule. However, Orderbook reserves the right to change Transaction Fee rates from time to time by publishing updates on the Fee Schedule available at <https://www.orderbook.io/#/fees>.

7.2 – Payment of Fees. The User authorizes Orderbook to charge or deduct your Orderbook Account Funds for any applicable Fees owed in connection with Transactions you complete via the Services.

7.3 – Timing of Fee. Fees shall be deducted from your Account when an Order is created, however, the Fees will not be processed and paid until the User’s Order is matched and the Transaction is completed. The Fees charged can be found at <https://www.orderbook.io/#/fees>.

7.4 – Fee Changes. The Transaction Fee, other charges, as well as the charge procedure can be changed by Orderbook from time to time and such changes shall become effective the moment they are posted on the Website, which will be indicated by the effective date. The changes will apply prospectively to any trades that take place following the effective date of such revised Fee Schedule. It is the User’s responsibility to check the Fee Schedule before submitting an Orders or participating in any Transactions.

7.5 – Third-Party Fees. The User is solely responsible for paying any fees imposed by a third-party provider, including, but not limited to, transaction fees applied by banks. All fees owed by the User to the third parties (including the financial institutions) are not covered by these Terms.

8. Prohibited Uses and Transactions.

8.1 – General Prohibitions. When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. The User is strictly forbidden from using the Account for any illegal purpose. Orderbook will report any suspicious activity to the relevant law enforcement agency.

8.2 – Unacceptable Uses and Transactions. You shall ensure that you do not use your Account or the Services for Transaction relating to:

8.2.1 – Fraud, including any activity that operates to defraud Orderbook, Orderbook Users, or any other person by providing any false, inaccurate, or misleading information to Orderbook;

8.2.2 – Ponzi, pyramid, or any other “get rich quick” schemes;

8.2.3 – Money laundering, terrorist financing, proliferation of weapons of mass destruction, explosive materials, or weapons of any kind;

8.2.4 – Illegal gambling activities, including, but not limited to, lotteries, bidding fee auctions, sports forecasting or odds making, fantasy sports leagues with cash prizes, internet gaming, contests, sweepstakes, or games of chance;

8.2.5 – Any goods and services that are illegal or the promotion, offer, or marketing of which is illegal or that are offered in connection with illegal, obscene, or pornographic content depicting children or minors in sexual postures;

8.2.6 – Human trafficking, selling of body parts or human remains, harming any protected animals or protected plants;

8.2.7 – Selling or facilitating transportation of drugs, narcotics, or hallucinogens;

8.2.8 – Selling or transporting goods that are subject to any trade embargo;

8.2.9 – Interference with another individual’s or entity’s access to or use of any of Orderbook’s Services, which negatively affects and disrupts a User’s use of the Services;

8.2.10 – Damaging, disabling, overburdening, or impairing the function of Orderbook’s Services;

8.2.11 – To the use of robot, spider, crawler, scraper, or other automated means or interface not provided by Orderbook to access our Services or to extract data;

8.2.12 – Activities that defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe legal rights; and

8.2.13 – Infringement or violation of any copyrights, trademarks, rights of publicity, or privacy or any other proprietary right under the law, including, but not limited to, sales, distribution, or access of counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.

9. User’s Rights and Responsibilities.

9.1 – General Responsibilities. The User undertakes to read the entire Terms carefully before using the Website or any of the Services provided by Orderbook. The User undertakes to

review and understand the risk involved in entering the Transactions. The User undertakes to comply with any and all applicable laws and regulations related to the use of the Services. The User is solely responsible for complying with applicable law regarding any Transaction.

9.2 – Transaction Responsibility. The User is solely responsible for determining whether any contemplated Transaction is appropriate for them based on their personal goals, financial status and risk willingness. It is the User’s responsibility to carefully review and assess the terms of the Transaction and any other relevant documents before entering the Transaction. You must use your own judgement before making any decision to transact or accepting a Transaction. The User should obtain such professional advice as is appropriate to protect your interests, including legal, tax, accounting and other advice.

9.3 – Right to Enter and Use. The User has the right to enter and use the Website and Services, as long as he/she/it agrees to and actually complies with the Terms. By using the Website, the User agrees to accept and comply with the Terms stated herein. Additionally, when the User is using the Services on the Website or Widget, the User is responsible for their actions and Orderbook is not liable if the User enters an incorrect amount for an Order, an incorrect wallet address, or purchases the wrong tokens. The User’s mistaken actions may be irreversible, and Orderbook is not liable if the User’s mistaken action is irreversible.

9.4 – Right to Cancel Account. The User may cancel their Account at any time by logging into their Account, and selecting the cancellation option and withdrawing all balances. The User will not be charged for canceling the Account, although you will be required to pay any outstanding amounts owed to Orderbook, such as withdrawal Fees. You authorize Orderbook to cancel any pending Transactions at the time of Account cancellation.

9.5 – Account Responsibility. The User undertakes to monitor all and any changes on his/her/its Account, including, but not limited to, the balance matters. The User undertakes to immediately inform Orderbook at security@orderbook.io about any unusual, suspicious, unclear or abnormal changes on his/her/its Account. If User informs Orderbook too late or does not inform Orderbook, User will be liable for the breach of the Terms and Orderbook will have the right to take any further steps accordingly, including but not limited to reporting to relevant authorities.

9.6 – Update Information. You are responsible for keeping your email address and telephone number up to date in your Account in order to receive any notices or alerts that Orderbook may send.

9.7 – Security of Account Information. The User is responsible for maintaining adequate security and control of any and all identifications, passwords, hints, personal identification numbers, API keys, or any other codes that you use to access the Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third parties and the loss or theft of any Cryptocurrency and/or Funds held in your Account and any associated accounts, including your Wallet or bank account(s).

Orderbook assumes no responsibility for any loss that you may sustain due to compromise of Account login credentials due to no fault of Orderbook and/or failure to follow or act on any

notices or alerts that we may send to you. In the event you believe your Account information has been compromised, contact Orderbook Support immediately at security@orderbook.io.

9.8 – Notification. The User undertakes to notify Orderbook immediately of any unauthorized use of his/her Account or password, or any other breach of security by email addressed to security@orderbook.io. Any User who violates the foregoing rules may be terminated, and thereafter held liable for losses incurred by Orderbook or any User of the Website.

9.9 – Responsible for Infringement. The User is responsible for any and all damages caused and all liability actions brought against Orderbook for infringement of third-party rights or violations of applicable laws.

9.10 – Taxes. The User undertakes to pay all his/her/its taxes and duties, which can result from the use of Orderbook Services. It is the User's responsibility to determine which, if any, taxes apply to the payments received or trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Your Transaction history is available through your Orderbook Account. Orderbook is not obligated to determine whether taxes apply, and is not responsible for collecting, reporting, or remitting any taxes arising from any Transactions between its Users. Moreover, Orderbook is not responsible for any violation made by the User due to his/her obligation to calculate and pay taxes and duties.

10. User's Representations and Warranties.

10.1 – Terms of Service. The User represents and warrants that they have accepted the Terms of Service and will not violate the Terms of Service.

10.2 – User Registration. By registering an Account, you expressly represent and warrant that you will: follow the rules and laws of your country of residence and/or country from which you access this Website and Services, meet the eligibility requirements, and have the right to accept these Terms of Service and participate in Transactions involving Cryptocurrencies.

10.3 – Accurate and Complete Information. You represent and warrant that any information you provide via the Services is accurate and complete.

10.4 – Currency. The User represents and warrants that both Fiat Currency and Cryptocurrency deposited to the Account belong to the User and was derived from legal sources. Additionally, you represent and warrant that you will withdraw any Cryptocurrency that are in your Account only to your Wallet, otherwise Orderbook does not hold any liability for the consequences of such withdrawal.

10.5 – Transactions. You represent and warrant that you will only use the Services to perform Transactions in accordance with the Terms and conditions set forth in this Agreement and that you are duly authorized and have the capacity to enter into the Transactions on the Website. You agree and represent that you will not engage in any Prohibited Uses defined herein.

10.6 – Privacy and Confidentiality. If you receive information about another User through the Orderbook Services, you represent and warrant that you will keep the information confidential and only use it in connection with the Orderbook Services. You represent and warrant that you will not disclose or distribute a User’s information to a third-party or use the information except as reasonably necessary to effectuate a Transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the User’s express consent to do so. You also represent and warrant that you will not send unsolicited email to a User through the Orderbook Services.

10.7 – Treatment of Content. You warrant that you will not treat any Content, email, or other information received as a result of your access to the Services as a recommendation or representation of any kind by Orderbook, an affiliate of Orderbook or any employee, officer, director, representative, or other agent of Orderbook.

10.8 – Ownership and Right. You warrant you will not claim any ownership right in any material, software, or other Intellectual Property displayed on, published by or otherwise available through Orderbook, other than content, software, or intellectual property that the User owns or otherwise has rights to without regard for its appearance on Orderbook. You also warrant that you will not claim any rights to access, view, or alter any source code or object code of Orderbook.

10.9 – Use of Content. You warrant that you will not copy, store, permanently download, republish, or redistribute Content except as specifically allowed in the Terms. Additionally, you warrant that you will not use any Content or other information acquired from Orderbook or through the use of the Website or Services for commercial or investment activity outside of the Services, without prior written approval from Orderbook.

10.10 – Marketing. The User warrants that they will not use Orderbook to market services, particularly investment advisory services, that might cause Orderbook to have to register as an investment advisor with the Securities & Exchange Commission (SEC), or to be treated as an underwriter. Additionally, User warrants that they will not market competing services to people they have identified through Orderbook.

11. Orderbook’s Rights, Responsibilities and Limitations.

11.1 – Decline, Suspend, or Delete Accounts. Orderbook reserves the right (at its sole discretion) to decline User’s Transactions and/or suspend the Account (or certain functionalities thereof such as depositing, receiving, sending and/or withdrawing Cryptocurrency or Fiat Currency) at any time where it is required to do so under relevant and applicable laws and regulations or having grounds to believe that the User uses the Account for illegal purposes. Orderbook will make reasonable efforts to inform the User of any such suspension unless Orderbook is prohibited from doing so by law or under an order from a competent court or authority. Additionally, Orderbook reserves the right to delete your Account for any reason.

11.2 – Access to Website. Orderbook will use reasonable endeavors to ensure that the User can normally access the Website and Services in accordance with the Terms. However, Orderbook

may suspend use of the Website for maintenance and will make reasonable efforts to give the User notice. The User acknowledges that this may not be possible in an emergency.

11.3 – Discontinue Services and User Access. The Services and the information included in the Website have an indefinite duration. Orderbook may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify, discontinue, or terminate, temporarily or permanently, any portion of our Services or the information posted in the Website. Specifically, Orderbook reserves the right to terminate your access to the Services without notice and, if you violate the Terms, to pursue other remedies at law or in equity.

11.4 – Disclosure. We have the right to disclose your identity to any third-party who is claiming that any Content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the Content standards set out in these Terms.

11.5 – Report Fraud or Illegal Activity. In the case of fraud, Orderbook undertakes to report all the necessary information, including names, addresses and all other requested information, to the relevant authorities dealing with fraud and breaches of the law. Users recognize that their Account may be frozen at any time at the request of any competent authority investigating a fraud or any other illegal activity.

11.6 – Transactions. Orderbook’s responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the Cryptocurrency transferred. When initiating Cryptocurrency transfers to third-party services unaffiliated with Orderbook, Orderbook’s responsibility shall be further limited to ensuring the transfer of the necessary technical data to the cryptocurrency network.

11.7 – Damages or Losses. To the extent permitted by law, Orderbook is not responsible for any damages, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, indirect or consequential loss unless the loss suffered was caused by a breach of the Terms by Orderbook.

Orderbook is not liable for the loss of funds resulting from misuse and errors of Cryptocurrency Wallet software, such as a typo in the Wallet address, sending the currency to the address of another blockchain network, errors in blockchain wallet software not developed within Orderbook, or misinterpretation of instructions provided by Orderbook during deposit and withdrawal Transactions.

11.8 – Website and Services. Orderbook is not responsible for any malfunction, breakdown, delay, or interruption of the Internet connection, or any reason why the Website is unavailable at any given time. While Orderbook will strive to keep the Website up and running, all online services suffer from occasional disruptions and outages, and Orderbook is not liable for any disruption or loss you may suffer as a result. Orderbook does not provide any guarantees that access to the Website will not be interrupted, or that there will be no delays, failures, errors, omissions, or loss of transmitted information.

11.9 – Security. Orderbook undertakes to take the necessary measures to maintain the level of information security of the Website and prevent potential threats.

11.10 – Right to Control Content. Orderbook may, but is not required to, monitor or control the Content posted via the Services. Orderbook’s failure to exercise this right does not give the User any right to make a claim against Orderbook. Any Content that has been uploaded through the Services may be deleted at any time without notice to the User.

12. Notices and Communication by Electronic Delivery.

12.1 – Notice. Orderbook reserves the right to send notices to, and communicate with the User by any means of communication, available to Orderbook, considering the contact details provided by the User.

12.2 – User Consent. The User expressly agrees and consents to receive any notice or communication in electronic form that Orderbook provides in connection with User’s Account and/or use of the Services, and to be bound by them, if so is required by the Terms of Service. Communication includes, but is not limited to: Terms of Service and Privacy Policies, and updates to these agreements and policies; documents; receipts; legal, regulatory, and tax disclosures; legal, regulatory, and tax statements; agreements; Account details and history; confirmations; Transaction information; and responses to claims, complaints, or customer support inquiries filed in connection with your Account (hereinafter “Communications”). You agree that Orderbook may provide these notices and Communications to you by posting them via the Services or Website, by emailing them to you at the email address you provide, and/or by sending a SMS or text message to a mobile phone number that you provide. Your carrier’s normal, messaging, data and other rates and fees may apply to any mobile Communications. Users should maintain copies of electronic notices and Communications by printing a paper copy or saving an electronic copy.

12.3 – Failing or Withdrawing Consent.

12.4.1 – Withdraw Consent. The User may withdraw consent to receive electronic notices and Communications by sending a withdrawal notice to support@orderbook.io. If User declines or withdraws consent to receive electronic notices and Communications, Orderbook reserves the right to suspend or terminate your use of the Services.

12.4.2 – Fail to Provide Consent. If User fails to provide consent, Orderbook reserves the right to immediately close your Account, or suspend or terminate your use of the Services.

12.4.3 – Notification. If Orderbook is forced to remove or suspend Services provided to Users, the User will receive a notification to withdraw Cryptocurrency and/or Fiat Currency from the Account.

12.4 Hardware and Software Requirements. In order to access and retain electronic Communications, you will need the following hardware and software: a device with an Internet connection that has a current web browser with 128-bit encryption and cookies enabled; a valid

email address and your primary email address on file with Orderbook; and sufficient storage space to save past Communications or an installed printer to print them.

12.5 – Update Contact Information. It is your responsibility to keep your email address and/or phone number on file with Orderbook up to date so that Orderbook can communicate with you electronically. You understand and agree that if Orderbook sends you an electronic Communication but you do not receive it because your email address or phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Orderbook will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must add Orderbook to your email address book so that you will be able to receive the Communications we send you. You can update your email address, phone number, or address at any time by sending a request to support@orderbook.io. If your email address or phone number becomes invalid such that electronic Communications sent to you by Orderbook are returned, Orderbook may deem your Account to be inactive and you may not be able to complete any Transaction via our Services until we receive a valid, working email address or phone number from you.

13. Independent Relationship - No Advice or Brokerage.

13.1 – Independent Relationship. Orderbook does not act as principal or counterparty in the Transaction effected through trading on Orderbook or in providing financing for financed trading on Orderbook. Orderbook also does not act as your partner, joint venture, joint associates, broker, advisor, or agent in any fiduciary capacity.

13.2 – No Advice. No communication or information provided to User by Orderbook shall be considered or construed as advice. Orderbook does not provide investment, tax, accounting, financial, or legal advice. Additionally, no information on the Website should be interpreted as a recommendation or endorsement with regards to any Cryptocurrency. Any decision to buy or sell Cryptocurrency is the User's decision and Orderbook will not be liable for any loss suffered. All trades are executed automatically, based on the parameters of your Order instructions and in accordance with execution procedures, and you are solely responsible for determining whether any investment, investment strategy, or related Transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

14. Disclaimers, Limitations and Waivers of Liability.

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ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE OF THE SERVICES. YOU ALSO AGREE THAT ORDERBOOK HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE OR TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICES. ORDERBOOK MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ORDERBOOK OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH ORDERBOOK'S SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD-PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, INCLUDING THIRD-PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

IN NO EVENT SHALL ORDERBOOK, ITS AFFILIATES, AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES (HEREINAFTER COLLECTIVELY "ORDERBOOK'S PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY AMOUNT GREATER THAN THE FIAT CURRENCY EQUIVALENT OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR ORDERBOOK ACCOUNT AT THE TIME OF THE INCIDENT, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE DAMAGES, THAT MAY RESULT FROM OR RELATE TO: (A) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON THE WEBSITE; (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE TO THIS WEBSITE; (C) THE SERVICES FOUND AT THIS WEBSITE OR ANY OTHER WEBSITES LINKED TO THIS WEBSITE; (D) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER; (E) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER; (F) ANY UNAUTHORIZED ACCESS TO

OR USE OF OUR SERVICES AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION, OR OTHER INFORMATION AND DATA STORED THEREIN; (G) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (H) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS WEBSITE OR ANY WEBSITES LINKED TO THIS WEBSITE; (I) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE; (J) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATION FAILURE, THEFT, LACK OF SECURITY IN THE OPERATION OF THE WEBSITE; (K) DESTRUCTION OR UNAUTHORIZED ACCESS TO ORDERBOOK'S RECORDS, PROGRAMS OR SERVICES; AND/OR (L) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ORDERBOOK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ORDERBOOK OR ORDERBOOK'S PARTIES' TOTAL AGGREGATE LIABILITY, WHETHER IN WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE THE SERVICES, EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION OR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE TERMS OR YOUR USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

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15. Indemnification and Release of Orderbook.

15.1 – Indemnity. The User agrees to protect, defend, indemnify and hold harmless Orderbook, and its officers, directors, employees, agents, and third-party service providers from and against any and all claims, demands, actions, costs, expenses, losses, liabilities, and damages of every kind and nature, including, but not limited to, reasonable attorneys' fees imposed upon or incurred by Orderbook directly or indirectly arising from or relating to: (a) the User's use of and

access to this Website or the Services found on this Website; (b) the User's violation of any provision of the Terms of Service or the policies or agreements which are incorporated herein; (c) the User's violation of any applicable laws, rules, or regulations; (d) the User's willful misconduct; (e) any Content posted through the Services by User that gives rise to claims related to defamation or invasion of privacy; and/or (f) the User's violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of the Terms of Service or the User's use of this Website or the Services found on this Website. If the User is obligated to indemnify Orderbook, Orderbook will have the right, in our sole discretion, to control any action or proceeding and determine whether we wish to settle it.

15.2 – Release. If you have a dispute with one or more users of the Orderbook Services, you release Orderbook, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives from any and all claims, demands, and damages (actual or consequential) of every kind and nature arising out of or in any way connected with such disputes.

16. Intellectual Property and Ownership.

16.1 – Protection of Intellectual Property. The Website in its entirety, its domain name, its Contents, and any information or material on it are protected under the relevant copyright, trademark, patent, and other intellectual property laws, unless otherwise specified herein. The Content of the Website includes, but is not limited to, logos, trade names, word marks, design marks, trademarks, designs, text, images, graphics, pictures, information, data, trades, prices, charts, graphs, videos, software, applications, sound files, other files, and the selection and arrangement thereof (hereinafter "Intellectual Property"), all of which is the property of Orderbook, or our licensors or suppliers.

16.2 – Prior Written Consent. The Users may not use any name (including a product or service name), logo, slogan, image, trademark, or any other intellectual property object used on the Website without prior written consent of Orderbook. Additionally, Orderbook's trademarks may not be copied, imitated or used, in whole or in part, including any metatags or other "hidden text" utilizing any trademark or name of Orderbook.

16.3 – Prohibited. The User shall not appropriate, copy, publicly display, reproduce, modify, make a derivative work, republish, upload, post, transmit, scrape, collect, distribute, or use the Intellectual Property in any form or by any means, no matter manual or automated. The use of any Intellectual Property from the Website on any other site or network computer environment for any other purpose is strictly prohibited, any such unauthorized use may violate copyright, patent, trademark, and any other applicable laws and could result in criminal or civil penalties. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Orderbook and may not be copied, imitated or used, in whole or in part, without prior written consent.

16.4 – Ownership. The access to the Website under no circumstances shall be construed as the acquisition by a User of ownership, title, right, or interest of any kind in or to the Website, its Contents and any information on it.

16.5 – Infringement. Orderbook supports the protection of intellectual property. If you believe Orderbook’s Website or Services contain material that infringes your intellectual property, please refer to Section 27, for information about submitting a claim.

17. Third-Party Content.

The Website or Services may contain links to third-party internet websites, resources, advertisers, services, special offers, or other events or activities that are not owned or administered by Orderbook. Orderbook is not responsible for the contents, material, information, terms and conditions, privacy policies, practices, or services of such third-party websites (hereinafter “Third-Party Content”). Orderbook does not control, censor, or edit the Third-Party Content, nor does Orderbook endorse or adopt such Third-Party Content. Orderbook specifically disclaims any responsibility with regard thereto. By using this Website or Services, you expressly release Orderbook from any and all liability arising from your use of any third-party website. The access and use of such websites or Third-Party Content is at the User's own risk. Orderbook is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings with third-party websites. Orderbook encourages you to be aware when you leave this Website or the Services and to review the terms and conditions, privacy policies, and other governing documents of other websites that you may visit.

18. Termination.

The User may terminate this Agreement at any time by deleting any content you have provided to Orderbook and ceasing to use the Services. Orderbook may terminate this Agreement at any time, particularly if the User is suspected of violating any provision of the Terms. Upon termination of the Terms for any reason, User shall destroy and remove from all computers, and other storage software, hardware, media, or printed copies of any Intellectual Property owned by Orderbook that the User acquired via use of the Services. The User’s representations in the Terms and any other provision of this Agreement which by their nature are designed to survive termination shall survive termination or expiration of the Terms.

19. Survival.

All provisions of this Agreement which by their nature extend beyond the expiration or termination of the Terms, including, without limitation, sections pertaining to the suspension or termination, Orderbook Account, debts owed to Orderbook, general use of the Orderbook Website or Widget, disputes with Orderbook, and general provisions, shall survive the termination or expiration of the Terms.

20. Arbitration and Dispute Resolution.

20.1 – Negotiations. If a dispute, disagreement, or claim arises out of the Terms or is related to its execution, termination, or rescission of the Terms, both parties agree to try in good faith to settle any dispute, disagreement or claim through negotiation. To expedite resolution and control the cost of any dispute, you and Orderbook agree to notify each other in writing of any disputes within thirty (30) days of when it arises. Notice to Orderbook shall be sent to legal@orderbook.io.

If Orderbook is the claiming party, it will send a message with its claim to User at the address listed in Orderbook's records, or if no such address has been provided then by email to the email address provided by you in connection with your use of the Services. The message in question shall contain the essentials of the claim and proof supporting the claim.

The party which has received the claim shall reply to the claiming party within thirty (30) working days upon the receipt of the claim. In absence of reply to the claim within ninety (90) working days since the sending date, or if the parties have failed to resolve the dispute, the claim shall be resolved through arbitration, unless expressly excluded below.

20.2 – Arbitration. If the dispute, disagreement, or claim cannot be resolved through negotiations, then you and Orderbook agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes that are expressly excluded below under "Exceptions to Arbitration and Negotiations." The arbitration will be in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Orderbook hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the United States or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motion on briefs, without oral hearings. The prevailing party in any action or proceeding to enforce this agreement shall be entitled to costs and attorneys' fees.

Any dispute between the parties will be governed by these Terms and with the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

20.3 – Exceptions to Negotiations and Arbitration. You and Orderbook agree that the following disputes are not subject to the above provisions concerning negotiations and arbitration: (a) disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, and patents; (b) any dispute related to, or arising from allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If the dispute arises under one of these exceptions then any lawsuit or appeal of an arbitration award between you and Orderbook is under the exclusive jurisdiction of the state and federal courts in the San Francisco, California, United States of America.

20.4 – No Class Action. Whether the dispute is heard in arbitration or in court, you and Orderbook will not commence against the other a class action, class arbitration, or representative action or proceeding.

21. Entire Agreement.

This Agreement, comprised of these Terms of Service, the Privacy Policy, and any other documentation provided to the User by Orderbook incorporated by reference herein, and comprise the entire agreement (hereinafter “Entire Agreement”). The Entire Agreement contains the entire understanding between you and Orderbook as to the subject matter hereof, and supersedes any and all prior and contemporaneous understandings, discussions, and agreements (including without limitation any prior versions of this Agreement) between you and Orderbook, and cannot be changed or modified by you except as posted on the Website or Services.

These terms or conditions do not alter the terms or conditions of any other electronic or written agreement you may have with Orderbook for other Orderbook products or services. In the event of any conflict between these Terms and any other agreement you may have with Orderbook, these Terms will control unless these Terms specifically identify and declare that other terms should override these Terms.

22. Force Majeure.

If Orderbook is unable to perform the Services outlined in the Terms due to factors beyond its control including, but not limited to, an event of Force Majeure, change of law, or change in sanctions policy Orderbook will not have any responsibility to the User with respect to the Services hereunder and for a time period coincident with the event. Orderbook shall not be liable for each of the following Force Majeure events: (1) blockchain network failure; (2) any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (3) any loss or damage arising from any event beyond Orderbook’s reasonable control, including but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, floods, war, insurrection, riot, labor dispute, accident, action of government, lawful acts of public authorities, communications, power failure or outages, or equipment or software malfunction, security breaches or cyberattacks, criminal acts, market movements or volatility, or any other cause beyond Orderbook’s reasonable control.

23. Amendments and Modifications.

Orderbook reserves the right to amend or modify any portion of these Terms at any time by publishing the revised version of the Terms of Service on the Website or by emailing to you the revised Terms. The revised Terms shall be effective immediately upon posting on the Website or upon receipt of the email with the revised Terms. The Terms shall be deemed accepted by the User the first time the User uses the Services after the publishing of the revised Terms and shall apply prospectively with respect to any activity initiated after the publishing.

If you do not agree with such amendments or modifications, your sole and exclusive remedy is to terminate your use of the Services and close your Account. You agree that Orderbook

shall not be liable to the User or any third-party as a result of any losses suffered by any amendment or modification of these Terms. Moreover, you agree that Orderbook shall not be liable to you or any third-party for any modification or termination of the Orderbook Services, or suspension or termination of your access to the Orderbook Services, except to the extent otherwise expressly set forth herein.

24. Assignment.

The User may not assign or transfer any of rights, duties, and obligations contained in these Terms without prior written consent of Orderbook, including by operation of law or in connection with any change of control. Orderbook may assign or transfer any or all of its rights, duties and obligations contained in these Terms, in whole or in part, without obtaining your consent or approval.

25. Waiver.

Orderbook's failure or delay in exercising any right, power, privilege, or remedy under these Terms shall not operate as a waiver thereof. The single or partial exercise of any right, power, privilege, or remedy by Orderbook does not prevent either from exercising any other right, power, privilege, or remedy.

26. Severability.

If any provision of these Terms is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability only attaches to such provision and shall not affect the validity or enforceability of any other of these Terms, which shall continue in full force and effect.

27. Contact Orderbook – Feedback, Requests, Concerns, Claims, and Complaints.

27.1 – Feedback. If you have any feedback contact us via our Live Chat Room at orderbook.io or email Orderbook Support at support@orderbook.io. When you contact us please provide us with your name, email address, and any other information we may need to identify you, your Orderbook Account, and if applicable the Transaction on which you have feedback.

Please note that Orderbook owns exclusive rights, including all intellectual property rights, to any feedback, suggestions, comments, ideas, or other information or materials regarding Orderbook or our Services that you provide, whether by email, posting through our Services or otherwise. Any feedback you submit is non-confidential and shall become the sole property of Orderbook. All feedback, comments, suggestions, ideas, posts or submissions disclosed, submitted or offered to Orderbook in connection with the use of the Services or otherwise shall be deemed to have been licensed to Orderbook on a nonexclusive, worldwide, royalty-free, perpetual basis. We will be entitled to the unrestricted use and dissemination of such feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the feedback, including any copyrights or moral rights.

27.2 – Requests or Concerns. If you have any questions or concerns please contact us via our Live Chat Room at orderbook.io or email Orderbook Support at support@orderbook.io. When you contact us, please provide us with your name, email address, and any other information we may need to identify you, and if applicable the Transaction on which you have questions or concerns.

Specifically, if the User has any security concerns about his/her/its Account, login details, password or other security features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the User is advised to change the password. The User must also contact Orderbook Support without undue delay on becoming aware of any loss, theft, misappropriation or unauthorized use of the Account, login details, password, or other security features. Any undue delay in notifying Orderbook may not only affect the security of the Account, but may result in the User being liable for any losses as a result. If the User suspects that someone else accessed his/her/its Account, the User should also contact an appropriate government agency and report the incident.

If you believe your Account has been compromised, contact Orderbook Support immediately at security@orderbook.io.

27.3 – Claims.

27.3.1 Intellectual Property Claim. If you would like to submit a Trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or a Copyright claim for material on which you hold a bona fide copyright, please send an email to legal@orderbook.io.

27.3.2 Personal Information Claim. If you believe your Account Information has been compromised, you may report your claim by notifying our Support Team at security@orderbook.io.

If you believe your Account was hacked, upon receiving your notice, Orderbook may freeze the Account making the Services inaccessible, depending on the type of security breach, including, but not limited to: you lose access to your phone and email (i.e. password is not lost); you lose access to your email and lose your password; you lose access to your phone and lose your password; or you lose access to your email and phone number, and you lose your password. If you do not have the recovery codes from SecondFactor, changing your phone numbers and email at SecondFactor is not possible and you will not be able to recover your Account at Orderbook. More information about Orderbook's Security Breach Process is available at <https://orderbook.atlassian.net/wiki/spaces/OVR/pages/10616880/Orderbook+account+freezing+process>.

Orderbook's Support Team may investigate the issue further and collect information on the unauthorized events. You may request that Orderbook forward that information to you for further investigation by your local authorities. Orderbook will also provide assistance to determine the identity and location of the hacker and will take all actions possible, to return any lost funds to the owner. However, Orderbook is not responsible for your personal email account breach.

27.4 – Complaints. If you have a complaint contact us via our Live Chat Room at orderbook.io or email Orderbook Support at support@orderbook.io. When you contact us please provide us with your name, email address, and any other information we may need to identify you, and if applicable the Transaction on which you have a complaint.

If you believe your copyrighted work has been copied without your authorization and is available on or in the Services in a way that may constitute copyright infringement, please send a Digital Millennium Copyright Act (“DMCA”) Complaint to Orderbook as soon as possible by emailing us at legal@orderbook.io or by mailing a letter to Orderbook’s Copyright Agent at Orderbook Ptd. Ltd., 22 North Canal Road #02-00, Singapore (048834), and make sure to include the following information in accordance with the DMCA: identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; identification of the copyrighted work claimed to have been infringed; your contact information, including your address, telephone number, and an email address; a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and a physical or electronic signature of the copyright owner or a person authorized to act on their behalf. Please note that the complaint will be forwarded to the person who provided the allegedly illegal content. Additionally, we reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion.

If you are a California Users or Resident, under California Civil Code §1789.3, California Users of the Services receive the following specific consumer rights notice: “The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.