

Rocketplace User Agreement

Last Updated: January 2023

This is a User Agreement ("Agreement") between you (also referred to herein as "Client," "User," or customer) and Rocketplace Inc. ("Rocketplace"). This User Agreement governs your use of the services provided by Rocketplace described below ("Rocketplace Services" or "Services"). By signing up to use an account through Rocketplace.com or the Rocketplace mobile application (collectively the "Rocketplace Site"), you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement including Section 7.3. "Arbitration; Waiver of Class Action", as well as our Privacy Policy and E-Sign Consent Policy.

As with any asset, the value of Digital Currencies (also known as cryptocurrency, such as bitcoin or ether) can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in digital currencies. You should carefully consider whether trading or holding Digital Currencies is suitable for you in light of your financial condition. Rocketplace is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons.

By accessing or using the Services and/or Rocketplace Site, you agree to be bound by this Agreement and affirm that you are of legal age to enter into this Agreement where you live and have the legal capacity to enter into this Agreement.

1. Account Setup

1.1. Eligibility. To be eligible to use the Rocketplace Services, you must be at least 18 years old, and reside in the United States.

1.2. Registration of Rocketplace Account. You must register for a Rocketplace account to use the Rocketplace Services (a "Rocketplace Account"). By using a Rocketplace Account you agree and represent that you will use Rocketplace only for yourself, and not on behalf of any third party. You are fully responsible for all activity that occurs under your Rocketplace Account. We may, in our sole discretion, refuse to open a Rocketplace Account, or limit the number of Rocketplace Accounts that you may hold or suspend or terminate any Rocketplace Account or the trading of specific Digital Currency in your account. As a user of the Services and Rocketplace Site, you are responsible for the security of your Rocketplace Account, and are fully responsible for all activities that occur through the use of your credentials including your username and password. You agree to notify us immediately if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Rocketplace Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials.

1.3. Identity Verification. During registration for your Rocketplace Account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep

a record of such information. You will need to complete certain verification procedures before you are permitted to use the Rocketplace Services. Your access to one or more Rocketplace Services and the limits that apply to your use of the Rocketplace Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Further, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Rocketplace with your wireless operator account profile information for the duration of the business relationship. See our Privacy Policy for how we treat your data.

1.4. Access. To access the Rocketplace Services, you must have the necessary equipment (such as a smartphone or laptop) and the associated telecommunication service subscriptions to access the Internet. The Rocketplace Services can be accessed directly using the Rocketplace Site. Access to Rocketplace Services may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays. Although we strive to provide you with excellent service, we do not represent that the Rocketplace Site or other Rocketplace Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. Rocketplace shall not be liable for any losses resulting from or arising out of transaction delays.

1.5. Compliance. Rocketplace is committed to providing safe and compliant Services. Rocketplace is also committed to identifying, detecting, preventing, and reporting on money laundering, terrorist financing, and other improper activities.

2. Wallet and Custodial Services

2.1. Wallet Services. As part of your Rocketplace Account, Rocketplace will provide qualifying users access to: (a) a hosted Digital Currency wallet(s) for holding Digital Currencies ("Digital Currency Wallet"), and (b) a hosted US Dollars ("USD") wallet for holding USD (a "USD Wallet").

2.2. Hosted Digital Currency Wallet. Your Digital Currency Wallet allows you to store, track, transfer, and manage your balances of Digital Currency. As used throughout, "Digital Currency" means only those particular digital currencies listed as available to trade or custody in your Rocketplace Account (also referred to as "Supported Digital Currency"). Services and supported assets may vary by jurisdiction. We securely store Digital Currency private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a Digital Currency Transfers in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Currency Transfers.

2.3. Supported Digital Currencies. Your Rocketplace Account is intended solely for proper use of Supported Digital Currencies as designated on the Site. *Under no circumstances should you attempt to use your Digital Currency Wallet to store, send, request, or receive any assets other than Supported Digital Currencies. Rocketplace assumes no responsibility in connection with any attempt to use your Digital Currency Wallet with digital currencies that we do not support.*

2.4. Supplemental Protocols Excluded. Unless specifically announced on the Rocketplace Site or other official public statement of Rocketplace, Supported Digital Currencies excludes all other protocols and/or functionality which supplement or interact with the Supported Digital Currency. This exclusion includes but is not limited to: metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Digital Currency we support. Do not use your Rocketplace Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as Rocketplace is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item. *You acknowledge and agree that supplemental protocols are excluded from Supported Digital Currency and that Rocketplace has no liability for any losses related to supplemental protocols.*

2.5. Operation of Digital Currency Protocols. We do not own or control the underlying software protocols which govern the operation of Digital Currency supported on our platform. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including "forks"). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Currency you store in your Digital Currency Wallet. Rocketplace does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Rocketplace in determining whether to continue to use a Rocketplace Account for the affected Digital Currency. In the event of any such operational change, Rocketplace reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the Rocketplace platform, including temporarily suspending operations for the involved digital currency(ies), and other

necessary steps; Rocketplace will use its best efforts to provide you notice of its response to any material operating change; however, such changes are outside of Rocketplace's control and may occur without notice to Rocketplace. Rocketplace's response to any material operating change is subject to its sole discretion and includes deciding not to support any new digital currency, fork, or other actions. *You acknowledge and accept the risks of operating changes to Digital Currency protocols and agree that Rocketplace is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that Rocketplace has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols.*

2.6. Digital Currency Custody and Title. All Digital Currencies held in your Digital Currency Wallet are custodial assets held by Rocketplace for your benefit, as described in further detail below.

2.6.1. Ownership. As the owner of Digital Currency in your Digital Wallet, you shall bear all risk of loss of such Digital Currency. Rocketplace shall have no liability for Digital Currency fluctuations. None of the Digital Currencies in your Digital Currency Wallet are the property of, or shall or may be loaned to, Rocketplace. Rocketplace does not represent or treat assets in User's Digital Currency Wallets as belonging to Rocketplace. Rocketplace may not grant a security interest in the Digital Currency held in your Digital Currency Wallet. Except as required by a facially valid court order, or except as provided herein, Rocketplace will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Currency in your Digital Currency Wallet unless instructed by you.

2.6.2. Control. You control the Digital Currencies held in your Digital Currency Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Currency by sending it to a different blockchain address. As long as you continue to custody your Digital Currencies with Rocketplace, Rocketplace shall retain control over electronic private keys associated with blockchain addresses operated by Rocketplace, including the blockchain addresses that hold your Digital Currency.

2.6.3. Acknowledgement of Risk. You acknowledge that Digital Currency is not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

2.6.4. Digital Currencies Not Segregated. In order to more securely custody assets, Rocketplace may use shared blockchain addresses, controlled by Rocketplace, to hold Digital Currencies held on behalf of customers and/or held on behalf of Rocketplace. Although we maintain separate ledgers for Client and Rocketplace accounts, Rocketplace shall have no obligation to segregate by blockchain address Digital Currencies owned by you from Digital Currencies owned by other customers or by Rocketplace.

2.7. USD Wallet. Your USD Wallet allows you to hold and transfer USD with your Rocketplace Account as described below. Pooled customer funds are held apart from Rocketplace's corporate funds and Rocketplace will neither use these funds for its operating expenses or any other corporate purposes. All transactions on the Rocketplace platform are in USD.

2.8. Reservation of Rights. Rocketplace reserves the right to bar any transactions through the Services, for or with, any user with or without cause, at any time, subject to any limitations imposed by any applicable laws. In lieu of refusing access to the Services, Rocketplace may, in its sole and absolute discretion, perform due diligence. You may be subject to due diligence procedures in your use of the Services and the Rocketplace Site. If you decline to provide requested information or otherwise do not reply timely or substantively with the documentation or data requested, Rocketplace has the absolute discretion to immediately suspend or terminate your Rocketplace Account.

3. Payment Services, Purchase & Sale Transactions

3.1. USD Funds. You can load funds into your USD Wallet from a valid bank account via ACH transfer. We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account must match the name verified on your Rocketplace Account.

3.2. Source of Funds. You agree, represent, and warrant that all funds in your Rocketplace Account, or funds exchanged or to be exchanged by you in the future on Rocketplace, are not the direct or indirect proceeds of any criminal or fraudulent activity.

3.3. Transactions on the Rocketplace Site. When you purchase (buy) or sell Digital Currency on the Rocketplace Site, you are not buying Digital Currency from Rocketplace or selling Digital Currency to Rocketplace. Rocketplace acts as the agent, transacting on your behalf, to facilitate that purchase or sale between you and other Rocketplace customers. You can purchase (buy) Digital Currency using: (a) funds in your USD Wallet, (b) Digital Currency held in certain Digital Currency Wallets, as permitted by Rocketplace, (c) a valid bank account in the name that matches the name on your Rocketplace Account, (each a "Valid Payment Method") or (d) a debit or credit card that matches the name on your Rocketplace Account. Your purchase must follow the relevant instructions on the Rocketplace Site. Rocketplace reserves the right to cancel any transaction not confirmed by you within ten (10) seconds after Rocketplace quotes a transaction price. A purchase of Digital Currency using a Valid Payment Method generally will initiate on the business day we receive your instructions. Purchased Digital Currency will be deposited in your Digital Currency Wallet as soon as funds have settled to Rocketplace. You can sell Digital Currency and instruct Rocketplace to deposit funds into your Rocketplace USD Wallet or, where supported, a Digital Currency Wallet. Digital Currency purchases and sales are collectively referred to herein as "Digital Currency Transactions". If Rocketplace cannot complete your Digital Currency Transaction for any reason (such as price movement, market latency, inability to find a counterparty for your transaction, or order size), Rocketplace will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

3.4. Fees. In general, Rocketplace makes money when you purchase or sell digital currency on our Site. Rocketplace includes a spread in the price when you make a Digital Currency Transaction. By using Rocketplace Services you agree to pay all applicable fees. Rocketplace reserves the right to adjust its pricing and fees and any applicable waivers at any time. We will always notify you of the pricing and fees which apply to your transaction when you authorize the transaction and in each receipt we issue to you. We may pass on network fees (miner fees) to

process a Digital Currency Transaction on your behalf. We will calculate the network fee in our discretion, although we will always notify you of the network fee at or before the time you authorize the Digital Currency Transaction. Bank fees charged to Rocketplace are netted out of transfers to or from Rocketplace. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional USD to cover bank fees if you desire to complete such a transfer.

3.5 Credit Card Funding Method. Your use of a credit card to purchase Digital Currency must comply with any instructions presented to you on the Rocketplace Site. The minimum transaction amount for each transaction involving the purchase of Digital Currency on the Rocketplace Site is \$10.00 USD. Your credit card payments may be delayed or rejected. Delay may occur from, among other things, payment processing timing issues; your credit card company, a third-party processor or Rocketplace may reject your credit card payment. It is your responsibility to monitor your Rocketplace account in respect of credit card funding. Rocketplace will not be liable to you for any losses, fees or charges in connection with use of credit card funding. Funding by credit card is, in addition to the terms set forth herein, subject to any applicable terms set forth in your credit card agreement, which may include fees charged by your credit card in conjunction with such funding. You are liable for any credited amounts in case of a chargeback.

3.6. Unauthorized and Incorrect Transactions. When a Digital Currency or USD transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible by email free of charge at support@rocketplace.com. It is important that you regularly check your USD Wallet and Digital Currency Wallet balances and your transaction history regularly to ensure you 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.

3.7. Account Information. You will be able to see your USD Wallet and Digital Currency Wallet balances using the Rocketplace Site.

3.8. Consent to access, processing and storage of your personal data. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Rocketplace Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Please see our Privacy Policy for further information about how we process your personal data, and the rights you have in respect of this.

3.9. Refunds, Reversals & Cancellations. All sales and purchases of Digital Currency via the Rocketplace Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets, except as otherwise provided in these Terms. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not

successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize Rocketplace, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your USD Wallet or Digital Currency Wallet balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any Digital Currency Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if Rocketplace suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, Rocketplace will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

3.10. Payment Services Partners. Rocketplace may use a third-party payment processor to process any US Dollar payment between you and Rocketplace, including but not limited to payments in relation to your use of the Digital Currency Transactions or deposits or withdrawals from your USD Wallet.

4. Digital Currency Transfers

4.1. In General. If you have sufficiently verified your identity, your Digital Currency Wallet enables you to send Supported Digital Currency to, and request, receive, and store Supported Digital Currency from, third parties by giving instructions through the Rocketplace Site. Your transfer of Supported Digital Currencies between your other digital currency wallets (including wallets off the Rocketplace Site) and to and from third parties is a “Digital Currency Transfer”.

4.2. Pending Transactions. Once a Digital Currency Transfer is submitted to a Digital Currency network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to confirmation of the transaction by the Digital Currency network. A Digital Currency Transfer is not complete while it is in a pending state. Pending Digital Currency Transfers that are initiated from a Rocketplace Account will reflect a pending transaction status and are not available to you for use on the Rocketplace platform or otherwise while the transaction is pending.

4.3. Inbound Digital Currency Transfers. When you or a third party sends Digital Currency to a Rocketplace wallet from an external wallet not hosted on Rocketplace (“Inbound Transfers”), the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner’s fees in order for the transaction to be successful. Insufficient network fees may cause an Inbound Transfer to remain in a pending state outside of Rocketplace’s control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Currency which conforms to the particular

Rocketplace wallet into which funds are directed. Rocketplace incurs no obligation whatsoever with regard to unsupported digital currency sent to a Rocketplace Account or Supported Digital Currency sent to an incompatible Digital Currency wallet. Erroneously transmitted funds will be lost. We recommend customers send a small amount of Supported Digital Currency as a test prior to initiating a send of a significant amount of Supported Digital Currency. Rocketplace may from time to time determine types of Digital Currency that will be supported or cease to be supported.

4.4. Outbound Digital Currency Transfers. When you send Digital Currency from your Rocketplace Account to an external wallet ("Outbound Transfers"), such transfers are executed at your instruction by Rocketplace. You should verify all transaction information prior to submitting instructions to us. Rocketplace shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Digital Currency Transfers cannot be reversed once they have been broadcast to the relevant Digital Currency network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Rocketplace does not control the Digital Currency network and makes no guarantees that a Digital Currency Transfer will be confirmed by the network. We may refuse to process or cancel any pending Outbound Digital Currency Transfers as required by law or any court or other authority to which Rocketplace is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further Rocketplace Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.5. Debts. In the event that there are outstanding amounts owed to us hereunder, including in your Rocketplace Account, Rocketplace reserves the right to debit your Rocketplace Account accordingly.

5. Data Protection and Security

5.1. Personal Data and Privacy. You acknowledge that we may process personal data in relation to you, in connection with this Agreement, or the Rocketplace Services. Before providing any personal data to us, you have read and understood our Privacy Policy. All information we collect on this Platform is subject to our [Privacy Policy](#). By using the Platform, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy. Our Privacy Policy is a part of this Agreement. Please review our Privacy Policy, which also governs the Platform and informs users of our data collection practices. Please note that it is our policy to comply with all facially valid subpoenas, court orders or binding orders issued to us by law enforcement agencies and other government authorities. This may affect your access to your account, your funds and our services to you. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our compliance with all Applicable Law, the guidance or direction of any regulatory authority or government authority, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

5.2. Security Breach. If you suspect that your Rocketplace Account or any of your security details have been compromised, or if you become aware of any fraud or attempted fraud or any

other security incident (including a cyber-security attack) affecting you and / or Rocketplace (together a "Security Breach"), you must notify Rocketplace Support as soon as possible by email at support@rocketplace.com and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

6. General Use, Representations and Warranties, Prohibited Use, Death of Account Holder and Termination

6.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the Rocketplace Services, Rocketplace Site, and related content, materials, information (collectively, the "Content") solely for purposes approved by Rocketplace from time to time. Any other use of the Rocketplace Site or Content is expressly prohibited and all other right, title, and interest in the Rocketplace Services, Rocketplace Site or Content is exclusively the property of Rocketplace and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Rocketplace. "Rocketplace.com", "Rocketplace", and all logos related to the Rocketplace Services or displayed on the Rocketplace Site are either trademarks or registered marks of Rocketplace or its licensors. You may not copy, imitate or use them without Rocketplace's prior written consent.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the Rocketplace Site, the Rocketplace Site (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Rocketplace Site are your sole responsibility and we shall have no liability for such decisions. Information provided by third parties, including historical price and supply data for Digital Currencies, is for informational purposes only and Rocketplace makes no representations or warranties to its accuracy. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible or linked to the Rocketplace Site,

6.3. Promotions. From time to time, Rocketplace may make available special offers or conduct promotions for qualifying customers. Subject to applicable laws, Rocketplace or the issuer of a Digital Currency subject to an offer or promotion may establish qualifying criteria to participate in any special promotion its sole discretion. Rocketplace may revoke any special offer at any time without notice. Once Digital Currency has been deposited in a user's Digital Currency

Wallet, that Digital Currency becomes the property of the Rocketplace user with all applicable property rights, including those noted in Section 2.2 of this Agreement. Rocketplace shall have no obligation to make special offers available to all customers. Rocketplace makes no recommendation and does not provide any advice about the value or utility of any Digital Currency subject to a promotion.

6.4. Representations and Warranties. You represent and warrant to Rocketplace each time you use the Services and/or Rocketplace Site as follows:

- That, if you are an individual user, you are 18 years of age or older and that you have the capacity to contract.
- That you understand the risks associated with using the Services.
- That you are not prohibited by any applicable laws from using the Services.
- That you have had the opportunity to seek legal, accounting, taxation and other professional advice regarding this Agreement and Services.
- That you will not use the Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable Anti-Money Laundering or the Counter-Terrorism Financing Act, or to deal in any unlawful digital currency and/or tokens, property, funds, or proceeds.
- That you will not transact through the Services with anything other than digital currency and/or tokens that have been legally obtained by you and that belong to you.
- That you will not falsify any Services or Rocketplace Site registration, or administration details provided to Rocketplace.
- That you are currently in compliance with, and must, at your own cost and expense, comply with any laws that relate to or affect the Services conducted under this Agreement, including, but not limited to, Anti-Money Laundering or the Counter-Terrorism Financing Act, and Anti-Corruption laws.
- That you have not directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized the giving of anything else of value, including, but not limited to, any digital currency and/or tokens, to a government official or individual employed by another entity in the private sector in violation of any applicable laws.
- That you consent to any and all tax and information reporting under Anti-Money Laundering or the Counter-Terrorism Financing Act, and Anti-Corruption laws as Rocketplace may reasonably determine from time to time.
- That you will not falsify or materially omit any information or provide misleading or inaccurate information requested by Rocketplace in the course of, directly or indirectly relating to, or arising from your use of the Services, including, but not limited to, at registration or during administration or other due diligence processes, and that if any information provided to Rocketplace becomes incorrect or outdated, you will promptly provide corrected information to Rocketplace.
- That you acknowledge and agree that any Digital Currency Wallet you use in connection with the Services is wholly controlled and owned by you and that Rocketplace does not

have any right, title or interest to the Digital Currency Wallet, except as otherwise set forth herein.

- That you acknowledge and agree that any transactions undertaken through your login credentials, from your authorized e-mail address on file with Rocketplace, or from a Digital Currency Wallet in connection with the Services are deemed to be valid, binding, and conclusive.
- That you will accurately and promptly report all income associated with your activity on the Services pursuant to applicable laws and pay any and all taxes thereon.
- That you will accurately and promptly inform Rocketplace if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.
- That you are fully aware of and accept the risks associated with buying, trading and using Digital Currency, including, but not limited to:
 - Market prices for Digital Currency can be volatile and highly unpredictable. Whether the future market price for Digital Currency will increase, decrease, or even sustain market value is based on speculation.
 - Markets for Digital Currency can at times become what is known as “illiquid”, which means there may be a scarcity of individuals who are willing to trade at given time. Illiquid markets have potential for increased risk of loss because due to high volatility of prices and in such markets market participants may find it impossible to liquidate market positions, except at unfavorable prices. There are no guarantees that the markets for Digital Currency will be active and liquid or permit you to liquidate positions in the Digital Currency at desired or favorable prices.
 - The legality of holding Digital Currency, trading of them, or buying or selling Digital Currency may not be clear. This means that the legality of holding or trading Digital Currency, or buying or selling Digital Currency, is not always clear.

6.5. Prohibited Use. In connection with your use of the Rocketplace Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your Rocketplace Account(s) and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business.

6.6. Suspension, Termination, and Cancellation. Rocketplace may: (a) suspend, restrict, or terminate your access to any or all of the Rocketplace Services, and/or (b) deactivate or cancel your Rocketplace Account(s) if: (i) we are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) we reasonably suspect you of using your Rocketplace Account(s) in connection with a Prohibited Use or Business; (iii) use of your Rocketplace Account(s) is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance

associated with your Account activity; (iv) our service partners are unable to support your use; or (v) you take any action that Rocketplace deems as circumventing Rocketplace's controls, including, but not limited to, opening multiple Rocketplace Accounts or abusing promotions which Rocketplace may offer from time to time.

If Rocketplace suspends or closes your account, or terminates your use of Rocketplace Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits Rocketplace from providing you with such notice. You acknowledge that Rocketplace's decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to Rocketplace's risk management and security protocols. You agree that Rocketplace is under no obligation to disclose the details of its risk management and security procedures to you.

6.7. Death of Account Holder. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Rocketplace Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Rocketplace Account, as further described below, and the entirety of your Rocketplace Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new Rocketplace Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Rocketplace Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Rocketplace Account. Pursuant to the above, the opening of a new Rocketplace Account by a designated fiduciary is mandatory following the death of a Rocketplace Account owner, and you hereby agree that your fiduciary will be required to open a new Rocketplace Account and provide the information required under Section 2 of this Agreement in order to gain access to the contents of your Rocketplace Account.

6.8. Unclaimed Property. If Rocketplace is holding funds (whether fiat currency or Digital Currency) in your account, and Rocketplace is unable to contact you and has no record of your use of the Services for several years, applicable law may require Rocketplace to report these funds (including fiat currency and Digital Currency) as unclaimed property to the applicable jurisdiction. If this occurs, Rocketplace will try to locate you at the address shown in our records, but if Rocketplace is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property.

6.9. Relationship of the Parties. Rocketplace is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and Rocketplace to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or Rocketplace to be treated as the agent of the other.

6.10. Privacy of Others; Marketing. If you receive information about another user through the Rocketplace Services, you must keep the information confidential and only use it in connection with the Rocketplace Services. You may 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 may not send unsolicited email to a user through the Rocketplace Services.

6.11. Password Security; Contact Information. You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords or any other codes that you use to access the Rocketplace Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Rocketplace Account(s) by third-parties and the loss or theft of any Digital Currency and/or funds held in your Rocketplace Account(s) and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer screen with someone else when you are logged on to your Rocketplace Account. Rocketplace will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Rocketplace and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Rocketplace Account(s) information has been compromised, contact Rocketplace Support immediately at support@rocketplace.com.

6.12. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Rocketplace Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Rocketplace Account(s).

6.13. No Investment Advice or Brokerage. For the avoidance of doubt, Rocketplace does not provide investment, tax, or legal advice, nor does Rocketplace broker trades on your behalf. All Rocketplace trades are executed automatically, based on the parameters of your order instructions and in accordance with posted Trade 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. Rocketplace may provide educational information about Supported Digital Currency, as well as Digital Currency not supported by Rocketplace, in order to assist users in learning more about such Digital Currency. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice,

trading advice, or any other sort of advice, and you should not treat any of the website's content as such. Rocketplace does not recommend that any Digital Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. Rocketplace will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by Rocketplace.

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact Rocketplace. If you have feedback, or general questions, contact us via email at support@rocketplace.com. When you contact us, please provide us with your name, address, and any other information we may need to identify you, your Rocketplace Account(s), and the transaction on which you have feedback or questions. If you choose to provide us with input or suggestions regarding problems with or proposed modifications or improvements to the Services or Rocketplace Site ("Feedback"), then you grant to us a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable, and global right to use and exploit the Feedback in any manner and for any purpose without any restriction, credit, attribution, or fees due to you.

7.2. Formal Complaint Process. If you have a dispute with Rocketplace (a "Complaint"), you agree to contact Rocketplace through our support team to attempt to resolve any such dispute amicably. If we cannot resolve the dispute through the Rocketplace support team, you and we agree to use the Formal Complaint Process set forth below. You agree to use this process before filing any arbitration claim or small claims action. If you do not follow the procedures set out in this Section before filing an arbitration claim or suit in small claims court, we shall have the right to ask the arbitrator or small claims court to dismiss your filing unless and until you complete the following steps.

7.2.1. Procedural Steps. In the event that your dispute with Rocketplace is not resolved through your contact with Rocketplace Support, you agree to use our Complaint form to describe your Complaint, how you would like us to resolve the Complaint, and any other information related to your dispute that you believe to be relevant. The Complaint form can be requested from Rocketplace Customer Support via email at support@rocketplace.com. If you would prefer to send a written complaint, please include as much information as possible and post to Rocketplace Inc., 2390 El Camino Real, Suite 100, Palo Alto, CA 94306.

7.2.2. Rocketplace Response. We will acknowledge receipt of your Complaint form after you submit it. A Rocketplace customer relations agent ("Agent") will review your Complaint. The Agent will evaluate your Complaint based on the information you have provided and information in the possession of Rocketplace. Within 15 business days of our receipt of your Complaint form, the Agent will address the issues raised in your Complaint form by sending you an e-mail ("Resolution Notice") in which the Agent will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your Complaint and set out the reasons for the rejection; or (iii) offer to resolve your Complaint with an alternative solution. In exceptional circumstances, if the Agent is unable to respond to your Complaint within 15 business days for reasons beyond Rocketplace's control, the Agent will send you a communication indicating the

reasons for any delay in answering your Complaint, and specifying the deadline by which the Agent will respond to your Complaint, which will be no later than 35 business days from our receipt of your Complaint form.

7.3. Arbitration; Waiver of Class Action. If we cannot resolve the dispute through the Formal Complaint Process, you and we agree that any dispute arising out of or relating to this Agreement or the Rocketplace Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>).

This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND Rocketplace ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

8. General Provisions

8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Rocketplace. Always log into your Rocketplace Account(s) through the Rocketplace Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

8.2. Release of Rocketplace; Indemnification. If you have a dispute with one or more users of the Rocketplace Services, you release Rocketplace, 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 and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Rocketplace, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability; No Warranty.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ROCKETPLACE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY CONTENT ON THE PLATFORM OR THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT ROCKETPLACE FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN

THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8.4. Disclaimer of Warranties. We have put in a great deal of effort to provide the Rocketplace Site and Services to you. We hope you find them valuable, but there are certain things we can't promise about them.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE PLATFORM, SERVICES, AND ANY CONTENT IS AT YOUR SOLE RISK. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER ROCKETPLACE NOR ITS AFFILIATES MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, ABOUT THE PLATFORM OR PLATFORM CONTENT. THE PLATFORM AND PLATFORM CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ROCKETPLACE NOR ITS AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM OR SERVICES. WITHOUT LIMITING THE FOREGOING, ROCKETPLACE AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM, SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE PLATFORM OR SERVICES, AND ROCKETPLACE MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. ROCKETPLACE PROVIDES NO GUARANTEES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. ROCKETPLACE EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE PLATFORM OR SERVICES.

ROCKETPLACE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE LIKELIHOOD OR PROBABILITY THAT YOUR PARTICIPATION ON THE PLATFORM OR SERVICES WILL ACHIEVE A PARTICULAR OUTCOME OR GOAL. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND VOLATILITY MEANS THAT PERFORMANCE IN ANY PERIOD MAY BE FAR DIFFERENT FROM THAT OF PREVIOUS PERIODS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ROCKETPLACE MAKES NO GUARANTEES OR OTHER COMMITMENTS ABOUT YOUR ABILITY TO ACCESS OR USE THE PLATFORM OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROCKETPLACE AND ITS AFFILIATES ALSO DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SOME DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 8.4 are intended to apply only to the extent permitted under New Jersey law.

8.5. Entire Agreement. This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and Rocketplace as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Rocketplace. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

8.6. Changes to this Agreement. We reserve the right to change this Agreement at any time upon notice. We may give notice by posting the updated Agreement on the Rocketplace Site, emailing you the updated Agreement, or by any other reasonable means. If the updated Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective. You can review the most current version of this Agreement at any time. This Agreement in effect at the time of your use of the Platform or Services apply. Updated versions of the Agreement are binding on you with respect to your use of the Platform on or after the date indicated in the updated Agreement. If you do not agree to the updated Agreement, you must stop using the Services and Rocketplace Site. Your continued use of the Services and Rocketplace Site after the date of the updated Agreement will constitute your acceptance of the updated Agreement. You agree that we shall not be liable to you or any third party for any modification or termination of the Rocketplace Services, or suspension or termination of your access to the Rocketplace Services, except to the extent otherwise expressly set forth herein.

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

8.8. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

8.9. Change of Control. In the event that Rocketplace is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

8.10. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Rocketplace Account cancellation, debts owed to Rocketplace,

general use of the Rocketplace Site, disputes with Rocketplace, and general provisions, shall survive the termination or expiration of this Agreement.

8.11. Governing Law. You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Rocketplace, except to the extent governed by federal law.

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

8.13. Non-Waiver of Rights. This Agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located. No waiver by Rocketplace of any term or condition set out in this Agreement will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Rocketplace to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.

8.14. Contact Us. If you would like to contact us for any reason, please reach us at: support@rocketplace.com.

APPENDIX 1: Prohibited Use, Prohibited Businesses and Conditional Use

Prohibited Use

You may not use your Rocketplace Account(s) to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Rocketplace Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at support@rocketplace.com. By opening a Rocketplace Account, you confirm that you will not use your Account to do any of the following:

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Rocketplace conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information
- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Rocketplace Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Rocketplace Site, other Rocketplace Accounts, computer systems or networks connected to the Rocketplace Site, through

password mining or any other means; use Rocketplace Account information of another party to access or use the Rocketplace Site; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Rocketplace.

- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Rocketplace Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Rocketplace Site about others, including without limitation email addresses, without proper consent
- **Fraud:** Activity which operates to defraud Rocketplace, Rocketplace users, or any other person; provide any false, inaccurate, or misleading information to Rocketplace
- **Unlawful Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance that are not sanctioned by a governmental body or regulatory authority
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Rocketplace intellectual property, name, or logo, including use of Rocketplace trade or service marks, without express consent from Rocketplace or in a manner that otherwise harms Rocketplace or the Rocketplace brand; any action that implies an untrue endorsement by or affiliation with Rocketplace

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Rocketplace Services ("Prohibited Businesses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Rocketplace Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at support@rocketplace.com.

By opening a Rocketplace Account, you confirm that you will not use Rocketplace Services in connection with any of following businesses, activities, practices, or items:

- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
- **Restricted Financial Services:** Check cashing, bail bonds; collections agencies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder

- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis
- **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- **Substances Designed to Mimic Illegal Drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Money Services:** Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Rocketplace Services
- **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize
- **Unfair, Predatory or Deceptive Practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
- **High Risk Businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

APPENDIX 2: Verification Procedures and Limits

As a regulated financial service company operating in the US, we are required to identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer digital currency exchange services to our customers. Rocketplace collects and verifies information about you in order to: (a) protect Rocketplace and the community from fraudulent users, and (b) to keep appropriate records of Rocketplace's customers. Your access to Rocketplace is based on the identifying information and/or proof of identity you provided to Rocketplace. All

customers who wish to use Rocketplace Services are required to establish a Rocketplace Account by:

- Providing your legal name and valid email address, a password, and your state of residence;
- Certifying that you are 18 years or older; and
- Accepting User Agreement and Privacy Policy

All customers who wish to use Rocketplace Services to deposit up to \$9,000 USD / day or \$25,000 USD lifetime limit are required to verify their identity by providing the following:

- Date of birth
- Physical address
- Source of funds (i.e. connect a personal bank account)

All customers who seek to use Rocketplace Services to deposit more than \$9,000 USD / day or \$25,000 lifetime limit must provide SSN and Government Issued Photo ID.

Notwithstanding these minimum verification procedures for the referenced Rocketplace Services, Rocketplace may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any Rocketplace Services and/or before permitting you to engage in transactions beyond certain volume limits. You may contact us via email at support@rocketplace.com to request larger limits. Rocketplace will require you to submit to Enhanced Due Diligence. Rocketplace does not guarantee that we will raise your limits.

APPENDIX 3: E-Sign Disclosure and Consent

This policy describes how Rocketplace delivers communications to you electronically. We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Rocketplace Account(s) and your use of Rocketplace Services. Communications include:

- Terms of use and policies you agree to (e.g., the Rocketplace User Agreement and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Rocketplace website, emailing them to you at the primary email address listed in your Rocketplace profile, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A device with an Internet connection;
- A current web browser with cookies enabled;
- A valid email address (your primary email address on file with Rocketplace); and
- Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@rocketplace.com. If you fail to provide or if you withdraw your consent to receive Communications electronically, Rocketplace reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Rocketplace sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Rocketplace will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at support@rocketplace.com.