

Exodus Terms of Use

Effective Date: Dec 24, 2017

Last Updated Date: September 2, 2020

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND EXODUS MOVEMENT, INC. (“**EXODUS**” OR “**WE**” AND ITS DERIVATIVES). THIS SITE AND ANY OTHER SITES OF EXODUS (COLLECTIVELY, THE “**SITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY EXODUS. THESE TERMS GOVERN THE USE OF THE SITE AND APPLY TO ALL VISITORS TO THE SITE AND THOSE WHO USE THE BLOCKCHAIN CURRENCY MANAGEMENT SOFTWARE THAT IS DOWNLOADABLE FROM THE SITE (THE “**SOFTWARE**”), AS WELL AS OTHER SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE, (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”, WHICH TERM INCLUDES THE SOFTWARE AND THE SITE UNLESS EXPLICITLY SET FORTH BELOW). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING THE SOFTWARE AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH EXODUS, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY ON FOR WHOM YOU ARE USING THE SERVICES. THE TERM “**YOU**” REFERS TO YOU INDIVIDUALLY OR THE LEGAL ENTITY ON WHOSE BEHALF THE SERVICES ARE USED, AS APPLICABLE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

SECTION 10 OF THE TERMS CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND EXODUS TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Exodus may modify these Terms at any time and in our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms and, as available, inform you through or within the Services. By Continuing to use the Site or Services following the release of updated Terms you consent to such updated Terms. We invite you to check this page regularly for updates to the Terms.

1. **Use of the Services.** The Software, the Site, the Services, and the information and content available therein (“**Exodus Content**”) are protected worldwide by copyright laws. Subject to the Terms, Exodus grants you a limited license to reproduce portions of Exodus Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by Exodus in a separate license, your right to use any Exodus Content is subject to these Terms. **Exodus is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the Services. We are solely the provider of the Services.**

1.1. Exodus Software. Use of the Software is governed by these Terms. Exodus delivers the Software via download and Exodus will not provide you with any tangible copy of the Software. Subject to your compliance with the Terms, Exodus grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal business purposes. **Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. Exodus is not responsible for any loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Exodus cannot recover passwords or unlock account information stored on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.**

1.2. Updates. The Software and Services are evolving and you may be required you to accept or install updates to the Software or Services, or update third party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice.

1.3. Certain Restrictions. By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Exodus Content, or any portion thereof, including on a service bureau or equivalent basis; (b) frame or enclose any trademark, logo, or other Exodus Content, (including images, text, page layout or form); (c) use any metatags or other “hidden text” using Exodus’ name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content; (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Exodus Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Exodus Content. Exodus, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by Exodus herein.

1.4. Third-Party Services. The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, including (i) crypto assets, such as Ethereum and Bitcoin and (ii) cryptocurrency exchanges (for token-to-token exchanges), such as Changelly (changelly.com), ChangeHero (changehero.io), ChangeNow (changenow.io), Coinswitch (coinswitch.co), Faast (faa.st), Fox (fox.exchange), Switchain (switchain.com), and (iii) other third party services such as

UMA (*umaproject.org*) (collectively, “**Third Party Services**”). You understand and agree that all cryptocurrency exchanges provided through the Services are actually executed by Third Party Service providers, and that Exodus does not itself directly exchange virtual currencies. Access to Third Party Services may be geo-blocked for residents of certain countries and certain states of the United States. You agree that it is impossible for Exodus to monitor Third Party Services and that you access them at your own risk. **Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy.** Third Party Services are provided to you, subject to the terms and conditions of the third party providers. To the extent Third Party Services incorporated into or linked to from the Services (i.e., communications functionality) have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service. **We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities.**

1.5. **User Content.** You are responsible for all data and information provided or uploaded by you to the Services (“**User Content**”), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual (“**Personal Information**”) in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy.

1.6. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services.

2. **Ownership.**

2.1. **Generally.** Exodus and its suppliers own all right, title and interest in and to the Site, Services, Software, and Exodus Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or Exodus Content.

2.2. **Trademarks.** Exodus Movement, Inc. and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of Exodus and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Site or Services are the property of their respective owners.

2.3. **User Content.** You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and any Third Party Services used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to (a) comply with legal process; (b) enforce these Terms, (c) respond to your requests for customer service, or (d) protect the rights, property or personal safety of Exodus, our employees, directors or officers,

partners and agents, or members of the public.

2.4. **Feedback.** You may provide ideas, suggestions, documents, and/or proposals about the Services to Exodus through any means (“**Feedback**”), and you grant Exodus a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.

3. **User Conduct.** You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Services that: (a) infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any employee or representative of Exodus; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or similar harmful code into the Services; or (h) attempts to do any of the foregoing.
4. **Investigations.** Although Exodus does not generally monitor user activity on the Site or Services, if Exodus becomes aware of any possible violations by you of any provision of the Terms, Exodus may investigate such violations, at its sole discretion, take any of the actions set forth in Section 10 below.
5. **Third-Party Properties.** The Services may contain links to third-party websites and applications (collectively, “**Third-Party Properties**”). When you click on a link to a Third- Party Property, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application. Exodus provides these Third-Party Properties only as a convenience and does not make any representations with respect to Third-Party Properties, or their products or services. You use Third-Party Properties at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Properties, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
6. **Indemnification.** You agree to indemnify and hold Exodus, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**Exodus Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) your use of, or inability to use, the Services; (b) your violation of the Terms; (c) your violation of any rights of another party, including any other users of the Services; or (d) your violation of any applicable laws, rules or regulations. Exodus may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Exodus in asserting any available defenses. This provision does not require you to indemnify any Exodus Party for any fraud, gross negligence, or willful misconduct in connection with the Services.
7. **Disclaimer of Warranties.**

7.1. **As Is.** THE SITE, SERVICES AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND EXODUS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, AND SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.

7.2. **Beta Releases.** FROM TIME TO TIME, EXODUS MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES, WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT EXODUS’ SOLE DISCRETION.

7.3. **Third Party Conduct.** EXODUS IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD EXODUS LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING OPERATORS OF THIRD PARTY SERVICES AND THIRD PARTY PROPERTIES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

8. **Limitation of Liability.**

8.1. **Disclaimer.** IN NO EVENT WILL EXODUS BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT EXODUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.

8.2. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL EXODUS BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF THE SERVICES EXCEEDING \$1000.

8.3. **Exceptions.** The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud, gross negligence, or willful misconduct of Exodus, or to the extent such limitations are precluded by applicable law (in which case Exodus’ liability will be increased to the minimum amount required to comply with such law).

9. **Term and Termination.**

9.1. **Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Site, Services, or Software, unless terminated earlier in accordance with this Section 9.

9.2. **Termination by Exodus.** Exodus may, at any time and for any reason, cease providing any or all of the Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the Services if you materially breach any provision of the Terms, or if Exodus is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful).

9.3. **Termination by You.** Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.

9.4. **Effect of Termination.** Upon termination of any Service, your right to use such Service will automatically terminate immediately. Exodus will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 6, 7, 8, 9.4, 10 and 11.

10. Dispute Resolution. Please read this Section 10 (the "Arbitration Agreement") carefully. It requires you to arbitrate disputes with Exodus and limits the manner in which you can seek relief.

10.1. **Applicability of Arbitration.** You agree that any dispute or claim relating in any way to your access or use of the Site, Services, or Software, or to any aspect of your relationship with Exodus, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Exodus may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

IF YOU AGREE TO ARBITRATION WITH EXODUS, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST EXODUS ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, YOU MAY BRING YOUR CLAIMS AGAINST EXODUS IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.

10.2. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Exodus Movement, Inc. 2711 Centerville Road, Suite 400 Wilmington, DE 19808, with a copy to Exodus Movement, Inc. 15418 Weir Street, No. 333, Omaha, NE 68137. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at

<http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Exodus will pay them for you. In addition, Exodus will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Exodus will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in New Castle County, Delaware. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All arbitration pleadings and proceedings will be conducted in English.

10.3. Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency will have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Exodus. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

10.4. Waiver of Jury Trial. YOU AND EXODUS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Exodus are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

10.5. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with

respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 10.7.

10.6. 30-Day Right to Opt Out. You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Exodus Movement, Inc. 15418 Weir Street, No. 333 Omaha, NE 68137, or via email to support@exodus.io, within 30 days after first becoming subject to this Arbitration Agreement. Notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

10.7. Severability. If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such part will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

10.8. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Exodus.

10.9. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Exodus makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Exodus.

11. General Provisions.

11.1. Electronic Communications. Communications between you and Exodus use electronic means, whether made via the Site or Services or sent via e-mail, or whether Exodus posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Exodus in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Exodus provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

11.2. Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Exodus' prior written consent.

11.3. Force Majeure. Exodus will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

11.4. Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at: support@exodus.io or at Exodus Movement, Inc. 15418 Weir Street, No. 333 Omaha, NE 68137. We will do our best to address your concerns.

11.5. **Exclusive Venue.** To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Exodus agree that all claims and disputes arising out of or relating to the Terms will be litigated exclusively in the state or federal courts located in New Castle County, Delaware.

11.6. **Governing Law** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

11.7. **Notice.** Where Exodus requires that you provide an e-mail address, you are responsible for providing Exodus with your most current e-mail address. In the event that the last e-mail address you provided to Exodus is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Exodus's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Exodus at the following address: Exodus Movement, Inc. 15418 Weir Street, No. 333, Omaha, NE 68137. Such notice will be deemed given when received by Exodus by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

11.8. **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9. **Severability.** If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

11.10. **Export Control.** You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Exodus are subject to the export control laws and regulations of the United States. You will comply with these laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer Exodus products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

11.11. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer

Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

11.12. **Entire Agreement.** These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.