

# Client Account Agreement

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Effective: June 1, 2026

This agreement (“**Agreement**”) is a legally binding contract between you (“**Client**,” “**you**,” or “**your**”) and Coinsquare Capital Markets Ltd. (“**Company**,” “**Coinsquare**,” “**we**,” “**our**,” or “**us**”).

This Agreement, together with the documents and additional terms it incorporates by reference, governs your access to and use of your Account (as defined below), and the content, functionality, and services made available through the Account. By registering for an Account, you agree that you have read, understood, and accepted all the terms and conditions contained in this Agreement.

## Definitions

- a) “**Account**” means a Client account with Coinsquare;
- b) “**Applicable Laws and Regulations**” means all applicable laws, regulations, by-laws, rules, exemption orders granted by Canadian securities regulators or securities regulatory authorities or CIRO, policies, and customs which apply to the parties to this Agreement and to this Agreement;
- c) “**CIPF**” has the meaning set forth in Section 11.
- d) “**CIRO**” has the meaning set forth in Section 4;
- e) “**Communications**” has the meaning set forth in Section 28(d);
- f) “**Content**” means any text, sound, graphics, trademarks, service marks, logos, taglines, trade names, and other material owned by us or our licensors and made available through the Services;
- g) “**Custodians**” has the meaning set forth in Section 7(b);
- h) “**Digital Assets**” means the cryptocurrency digital assets available for purchase or sale through the Services, such as, but not limited to, Bitcoin, Litecoin, and Ethereum;
- i) “**Fork**” has the meaning set forth in Section 14;
- j) “**Funds**” means the fiat currency used to fund your Account;
- k) “**Hot Wallet Provider**” has the meaning set forth in Section 7(c);
- l) “**Order**” has the meaning set forth in Section 6(a);
- m) “**parties**” means you and us;
- n) “**Personal Information**” has the meaning set forth in the Privacy Statement;
- o) “**Platform**” means the online software platform operated by Coinsquare for the buying and selling of Digital Assets;
- p) “**Prohibited Conduct**” has the meaning set forth in Section 15;
- q) “**Representatives**” means us and our affiliates, business partners, licensors, agents, content providers (not including you), service providers, employees, officers, directors, and other representatives;
- r) “**Services**” means the website [www.coinsquare.com](http://www.coinsquare.com), any of our associated websites or mobile applications (collectively the “**Site**”) and all services available through the Site, including but not limited to (i) funding your Account (ii) buying/selling Digital Assets, (iii)

holding Digital Assets, and/or (iv) sending and receiving Digital Assets to and/or from Coinsquare Accounts;

- s) “**you**” or “**your**” means (i) the individual, if the individual is using the Services for their own personal use; or (ii) the corporation, institution, partnership, organization, or other entity on whose behalf the individual accepting the terms of this Agreement is authorized to act;
- t) “**your content**” means any text, sound, graphics, or other material which you post, upload, or otherwise share on or through the Services.

## 1. Accepting these Terms

Please read this entire Agreement. By registering for an Account or clicking “I agree”, you agree to be bound by all terms and conditions that it contains. **If you no longer agree to this Agreement after registering for an Account or clicking “I agree”, you may not use the Services – please do not access the Site, or please discontinue your use of the Site and the Services.** (In that event, you may nevertheless remain bound by some of the terms and conditions of this Agreement.)

You represent and warrant that you have the legal capacity to form a binding contract with us and agree to comply with all the terms and conditions set forth in this Agreement. Your use of your Account and the Services is subject to this Agreement and Coinsquare’s obligations under this Agreement are conditional on your compliance with its provisions. You agree to sign and have this Agreement, and any related information made available to you, and to otherwise have communications between you and us occur, electronically.

In order to use the Services, and prior to us opening your Account, you must first provide, to our satisfaction, all of the information required by our on-boarding process, in accordance with Applicable Laws and Regulations, which include but are not limited to, provincial securities regulations, the rules of CIRO, and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

This Agreement was last updated and is effective as of the date first noted above. From time to time, and at our sole and absolute discretion, we may require you to agree to an amended version of this Agreement by providing notice to you at least thirty (30) days in advance of effecting such amendment. If you continue to use the Site following the changes to the Agreement, you agree to be bound by these changes. If you do not agree with the amended version, you can choose to discontinue using the Services and close your Account before such an amended version becomes effective.

## 2. Eligibility and Compliance with Laws

By registering for an Account on the Site, or by using the Services, you represent and warrant that: (a) you are at the age of majority for using the Services in the jurisdiction where you reside at the time you register with us or use the Services; (b) you have never been previously suspended or removed from using the Services or any other service or product offered by Coinsquare or any of its affiliated entities; (c) you have an understanding of cryptocurrencies and other digital assets and the technology that underlies them; (d) all information provided by you to

us during the registration process is truthful, accurate, current, and complete; (e) you will provide us with the information we require to fulfill our Know-Your-Client and account appropriateness assessment requirements under Applicable Law and Regulations; and (f) you will comply with all terms and conditions of the Agreement, as well as all Applicable Laws and Regulations.

To register for an Account and use the Services as a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, (ii) you are duly authorized by such legal entity to act on its behalf, and (iii) such organization (and any affiliate entity) has not been previously suspended or removed from using the Services or any other service or product offered by Coinsquare or any of its affiliated entities.

You agree and understand that use of the Services may have further eligibility requirements that require you to submit additional information about yourself or your business or complete further verification or Know-Your-Client steps prior to your using such Services, or from time to time in order to continue your use of the Services.

As a registered Client, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current, and complete.

Coinsquare and the Representatives will rely on the information you provide. You will be responsible for any and all loss, damage, or additional costs that Coinsquare, the Representatives, or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via the Services.

The Services must be used only for lawful purposes and in a lawful manner. We reserve the right to maintain your Account registration information after you terminate the Account for business and regulatory compliance purposes, subject to Applicable Laws and Regulations.

The Services are intended for use from locations where such Services are legal. Any use by you of the Services from a location where the services are illegal is expressly prohibited.

### **3. Your Account**

We reserve the right to limit or deny your access to the Platform or cancel the Account for any or no reason, including but not limited to violations of this Agreement or Applicable Laws and Regulations, or any Prohibited Conduct by you, as outlined in Section 15 of this Agreement, and at any time, at our sole discretion.

You will be subject to a hold period for access to particular Services associated with your Account until your identification has been verified and you have completed our onboarding process, as required by Applicable Laws and Regulations. During this hold period, we may limit your right to use the Services, and we may refuse to accept any deposit made by you. When you provide new or updated Personal Information, we may also put a hold on your Account. We may maintain this

hold until we confirm this information, which confirmation may require you to provide supporting documentation.

You acknowledge that you are solely responsible for maintaining the confidentiality of your Account credentials (including any usernames, passwords, or security tokens created or provided) and that you will be responsible for any loss resulting from any unauthorized use of your Account. You agree to immediately notify us of any unauthorized use of your Account or if you become aware of any loss or theft. Similarly, you are responsible for verifying and maintaining the protection, security, and distribution of your account information, including account numbers, usernames, and passwords.

All liability relating to password management resides with you, and under no circumstances, including negligence or misconduct, will we be liable for any losses or damages that result from the misuse of your Account credentials or any unauthorized use of your Account including, without limitation, any losses or damages resulting from any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, theft or other attack, or any mishandling of your Account credentials. You acknowledge and agree that text messages and email services are vulnerable to spoofing and should use care in reviewing messages purporting to originate from the Company.

You acknowledge that you are solely responsible for any Funds or Digital Assets you send to any third party using the Platform, and under no circumstances will we be liable for any losses or damages that result from you sending Funds or Digital Assets to a third party using the Platform regardless of any agreement, arrangement, instructions or understanding of any kind between you and any third party. You agree that it is your sole responsibility to confirm the trustworthiness of any third party with whom you intend to transact using the Platform and that we do not warrant the trustworthiness of any such third party. You hereby release us from any and all claims and demands, and waive any rights you may have against us in relation to, any losses or damages you may suffer or incur arising, directly or indirectly, out of or in connection with any dispute that you have with any other user of the Platform or Services or any third party in connection with the Platform or Services, including, without limitation, any transfers of Funds or Digital Assets.

We highly recommend you keep a secure backup of your password and any security credentials we provide to you in a safe and offline environment. If you have a verified e-mail address, you may use our automated account recovery procedure in order to request a password reset link. If you do not have a verified email address or if you have lost any security credentials we provided to you, CCML may need to take exceptional steps to verify your ownership of the account. This process may take longer than a normal recovery process and CCML may pass along exceptional costs incurred in verification. For any account-access related requests, please contact us by going to [support.coinsquare.com](https://support.coinsquare.com) and clicking 'submit a request'.

You acknowledge that due to the irreversible nature of blockchain technology, some transactions in your Account cannot be canceled or reversed once initiated. If you send Funds or Digital Assets to the wrong wallet address, or if you make deposits or transfers through an unsupported network

or on the wrong blockchain network, your Funds or Digital Assets may become permanently lost and recovery may be impossible. It is your responsibility to ensure that transactions initiated by you include the correct wallet address, are initiated on a network supported by Coinsquare and are made on the correct blockchain network. In certain circumstances, recovery of lost Funds or Digital Assets is possible through the use of a third-party recovery service. On receipt of your instructions, and in the event that recovery of Funds or Digital Assets is possible, Coinsquare may, in its sole and absolute discretion, attempt to recover the Funds or Digital Assets. Recovery of such Funds or Digital Assets is not guaranteed and can take an undetermined amount of time. In the event that the recovery of lost Funds or Digital Assets is successful, Coinsquare will charge you a recovery fee, as set out in the Fee Schedule, to offset our cost in engaging a third-party recovery service. In satisfaction of the recovery fee, you authorize Coinsquare to deduct the recovery fee from the recovered Funds or Digital Assets prior to crediting the balance to your Account.

You can cancel your Account at any time by doing so from your account settings page and requesting that your Account be deleted.

#### **4. Regulatory status**

Coinsquare is a member of the Canadian Investment Regulatory Organization (“**CIRO**”). For more information, please consult the [Relationship Disclosure Document](#) (which is incorporated by reference into this Agreement), as it may be amended from time to time. The *Relationship Disclosure Document* provides important disclosures regarding, among other matters: the products and services offered by Coinsquare; the nature of the Account and the manner in which the Account will operate; and the responsibilities of Coinsquare to you. You acknowledge that you have read and understand the Relationship Disclosure Document.

#### **5. No Suitability Review; No Investment Advice**

You acknowledge and agree that, in the course of providing the Services to you, neither Coinsquare nor its Representatives provide any advice or recommendations regarding the purchase or sale of any Digital Asset, nor do they make any determination of your general investment needs or objectives or of the suitability of the proposed purchase or sale of any Digital Asset. You are responsible for your investment decisions and transactions, for any profits or losses, and any tax consequences that may result. You further acknowledge and agree that, in the course of providing the Services to you, neither Coinsquare nor its Representatives provide you with any legal, tax, or accounting advice regarding the profitability of any Digital Asset or investment or any decision in respect thereof, nor does Coinsquare or its Representatives consider your financial situation, investment knowledge, investment objectives, and risk tolerance when accepting Orders from you. You will not solicit or rely upon any such advice from Coinsquare or any of its employees and agree that Coinsquare will have no liability therefore whatsoever. In making investment decisions with respect to transactions in or for your Account(s) or any other matter, you will consult with and rely upon your own advisors, and not Coinsquare. Additionally, the Content accessible through the Services does not constitute a representation that the purchase of Digital Assets is suitable or appropriate for you.

You understand that your CCML Accounts are self-directed. Accordingly, appoint CCML as your agent for the purpose of carrying out directions by you in accordance with the terms and conditions of this Agreement. CCML is authorized to open or close Accounts, submit or withdraw orders, perform blockchain transactions and take such other steps as are reasonably necessary to carry out your directions. None of the foregoing gives CCML the authorization to act on a discretionary basis for your account. All transactions will be affected only on your authorization or the authorization of your authorized delegate, except as otherwise expressly described in this Agreement. You agree that your CCML Account is solely for your own use and will not allow third parties access the account on your behalf.

## 6. Purchase and Sale of Digital Assets

Purchases or sales of Digital Assets made via the Services are subject to the following terms:

- a) **Placing Orders:** You may use the Services to place an order (each, an “**Order**”) to purchase or sell Digital Assets. You may not place an Order to purchase Digital Assets unless you have sufficient Funds or Digital Assets to satisfy the Order. It is your responsibility to ensure that you have sufficient Funds and/or Digital Assets in your Account to settle transactions you make using the Services. If you place an Order with insufficient Funds and/or Digital Assets, we may cancel the entire Order or fill only a partial Order. All Orders accepted by Coinsquare are good until either executed or cancelled, provided that any limit order so entered is good only for the day on which it is entered unless a longer period is specified and accepted by Coinsquare.
- b) **Execution:** All Orders entered by you and accepted by Coinsquare are binding on you from the time of their execution. Coinsquare shall forward written confirmation to you promptly after the execution of the Order. Non-receipt or late receipt of such written confirmation shall not in any way relieve you of your obligations under this Agreement.
- c) **Errors:** Coinsquare provides you with the tools to verify your Order before confirming it to help you catch a mistyped Order. Coinsquare will not be responsible for losses induced by mistyped or otherwise wrongly placed Orders. An open Order may be cancelled at any time by you, but Coinsquare makes no guarantee on whether that Order will be cancelled before execution. Notwithstanding the foregoing, in the event we determine, at our sole discretion, that as the result of a technical issue an executed Order did not reflect the fair market value for the applicable Digital Asset, such Order shall be cancelled, and you shall be refunded the amount you paid for your Order.
- d) **Investment Limits:** Coinsquare is obligated by Applicable Laws and Regulations to implement and enforce investment limits on Accounts in certain Canadian jurisdictions in respect of trades in certain Digital Assets, calculated on a net basis annually, depending upon which category of investor you fall into. (For more information on how we determine your investment limit, please see our [frequently asked questions about investment limits](#)). If, due to a systems issue or unintentional error on our part, you accept a quote for a trade that would exceed your investment limit for a given year, Coinsquare reserves the right to

unwind your trade or fill your Order for the maximum allowable amount without exceeding your investment limit and credit your Account for the balance, as applicable.

## 7. Custody and Title of Digital Assets

- a) **Appointment:** You hereby appoint us to act as the custodian of the Digital Assets purchased by you pursuant to Section 6 of this Agreement, to be held in trust by us for your benefit in accordance with this Agreement, and we accept such appointment and the obligations, duties, and responsibilities set out in this Agreement.
- b) **Custody Location:** The Digital Assets that you purchase using the Services will be securely held in trust in an omnibus “cold storage” custodial account at Coinbase Custody Trust Company, LLC, a trust company regulated by the New York State Department of Financial Services, and at BitGo Trust Company, Inc. (“BitGo”), a South Dakota trust company licensed under the South Dakota Division of Banking, or at any other custodian as may subsequently be approved by the applicable regulatory authority (collectively, the “**Custodians**”). The Custodians store all the Digital Assets in trust for the benefit of Coinsquare in accounts that are segregated from other accounts held by the Custodians, and each Custodian is a fiduciary under the law applicable in its jurisdiction. See Section 11 for a description of the Custodians’ insurance policies.
- c) **Hot Wallet:** For liquidity purposes, a small portion of the Digital Assets may be held temporarily in an online “hot wallet” that Coinsquare licenses from Fireblocks Ltd. (the “**Hot Wallet Provider**”). The Hot Wallet Provider provides software that securely stores private keys and monitors balances. See Section 11 for a description of the Hot Wallet Provider’s insurance policies.
- d) **Title:** The Digital Assets held in trust through our arrangement with the Custodians will be fully paid assets beneficially owned by you and not by Coinsquare. Coinsquare will record your purchased Digital Assets in its books and records, as separate and apart from anyone else’s Digital Assets and from Coinsquare’s own property. Our records will at all times provide for the separate identification of the Digital Assets owned by each client. Neither Coinsquare, the Custodians, nor the Hot Wallet Provider will loan, hypothecate, pledge, or otherwise encumber any Digital Assets in your Account. Neither Coinsquare, the Custodians, nor the Hot Wallet Provider may use the Digital Assets in your Account in the conduct of its business.

## 8. Transfers of Digital Assets from your Account

Digital Asset deposits are subject to a minimum number of confirmations by the applicable blockchain before being fully credited to your Account, and Digital Asset withdrawals are subject to network fees and network availability. The network fees are indicated in the withdrawal section for each Digital Asset available on the Services and are deducted from the amount of Digital Assets sent out of your Account. Certain Digital Assets may be “Trade Only” (no withdrawals permitted) until the Platform supports withdrawals for the particular Digital Asset. Coinsquare shall

attempt to process withdrawals and deposits in a timely manner. Coinsquare and the Representatives make no guarantee on the timing of Digital Asset transfers, and you understand and agree that transfers can be delayed due to a slow blockchain network or Coinsquare conducting additional security checks. Coinsquare and the Representatives are not responsible for losses and liabilities induced by delayed transfers.

You acknowledge that you are solely responsible for any Funds or Digital Assets you send to any third party using the Platform, and under no circumstances will we be liable for any losses or damages that result from you sending Funds or Digital Assets to a third party using the Platform, regardless of any agreement, arrangement, instructions or understanding of any kind between you and any third party. You agree that it is your sole responsibility to confirm the trustworthiness of any third party with whom you intend to transact using the Platform and that we do not warrant the trustworthiness of any such third party. You hereby release us from any and all claims and demands, and waive any rights you may have against us in relation to, any losses or damages you may suffer or incur arising, directly or indirectly, out of or in connection with any dispute that you have with any other user of the Platform or Services or any third party in connection with the Platform or Services, including, without limitation, any transfers of Funds or Digital Assets.

### **Availability of Digital Assets**

Digital Assets are listed on the Services at the discretion of Coinsquare and can be removed or discontinued at any time. If a Digital Asset is removed or discontinued, your open Orders will be cancelled and your account credited back. If a Digital Asset is selected for removal from the Platform, and if the applicable blockchain allows it, you will be notified that Coinsquare will be discontinuing support for the Digital Asset in 21 days, after which you will no longer be able to trade the Digital Asset or fund your Account with the Digital Asset. You should take steps to withdraw the discontinued Digital Assets from your Account. If you have not done so after the 21-day period has lapsed, you will receive further notification that, in 30 more days, you will not be permitted to withdraw the discontinued Digital Assets from your Account. If you still do not withdraw the discontinued Digital Assets from your Account, after the 30-day period has lapsed, Coinsquare will liquidate the discontinued Digital Assets and credit your Account in fiat currency. Notwithstanding the foregoing, Coinsquare may, in its sole discretion, abridge or extend the timeframe for you to withdraw discontinued Digital Assets for reasons that include cybersecurity concerns, legal or regulatory risks or changes in operational costs associated with holding the Digital Assets on the Platform. Please be aware that Coinsquare and the Representatives assume no liability or cost whatsoever arising from removed or discontinued Digital Assets. Discontinued Digital Assets left in your Account after the withdrawal period may be forfeited, in accordance with applicable provincial legislation concerning unclaimed assets.

### **9. Fees and Interest**

Fees may be charged by Coinsquare to you to deposit or withdraw Funds or Digital Assets from your Account. In addition, by placing an Order on the Platform, you agree to pay all applicable fees associated with the Services, including any Digital Asset (i.e., remuneration that Coinsquare receives for its services that is a “mark-up” added to the price of a Digital Asset in the case of a purchase by you, or a “mark-down” that is deducted from the price in the case of a sale by you)

and any other transaction fee associated with the Services, as applicable, and as set out in the fee schedule, as it may be amended from time to time (the *Fee Schedule*). Further, you authorize Coinsquare to automatically deduct fees directly from your Account, as applicable. The *Fee Schedule* is available at [https://cdn.robinhood.com/assets/robinhood/legal/ccml\\_fee\\_schedule.pdf](https://cdn.robinhood.com/assets/robinhood/legal/ccml_fee_schedule.pdf) and is incorporated by reference into this Agreement, and by agreeing to this Agreement, you hereby agree and consent to the Fee Schedule.

You hereby acknowledge and agree that the Funds in your Account may accrue interest, and that any such interest earned on your Funds will be the exclusive property of Coinsquare.

## **10. Insurance**

Coinsquare, the Hot Wallet Provider, and the Custodians maintain insurance against certain losses that may arise in connection with your use of the Services. The Custodians maintain coverage for the respective Digital Assets held on behalf of clients by each Custodian, including the Digital Assets you own. The Hot Wallet Provider maintains coverage for the Digital Assets in the event they are temporarily custodied on your behalf in Coinsquare's "hot wallet" including while assets are "in transit". There can be no guarantee that insurance coverage maintained by us or by the Custodians will satisfy any and all claims that may be made in the event of a default under this Agreement or other agreements to which Coinsquare, the Hot Wallet Provider, or the Custodians may be bound.

Coinsquare is a member of the Canadian Investor Protection Fund ("**CIPF**"). The cash portion of your Account is covered by CIPF, however, CIPF coverage does not extend to Digital Assets.

## **11. Internet**

Use of the Services may require internet and data access for which you shall be responsible and subject to your internet access provider terms and conditions of use. In no event shall Coinsquare be liable for any internet or data access fees or other charges incurred by you in connection with your use of the Services. Any such fees and charges shall be your sole responsibility.

The Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Coinsquare is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## **12. Taxes**

You are solely responsible for ensuring that your use of the Services and any gains or losses associated therewith are reported accurately and as required by law to the appropriate authorities, including to the Canadian Revenue Agency. Although we may offer functions on the Site to assist you with the calculation of such gains or losses, we make no representations or warranties as to the accuracy of any such information or functions which, in accordance with Section 17, are provided on an "as is" basis.

You acknowledge that any income from transactions involving Digital Assets could be treated as business income or as a capital gain, depending on the circumstances, including your trading practices.

### **13. Forks**

We do not own or control, and make no representations or warranties with respect to, the underlying technology of the Digital Assets you may purchase or sell using the Services, including those technologies that govern their use. The underlying technology of Digital Assets may suddenly change such that the new version is no longer compatible with existing versions, or there is otherwise a permanent divergence of the blockchain resulting in the formation of new cryptocurrencies (a “**Fork**”). A Fork may impact the value, functionality, and other characteristics such as the name of the Digital Asset, and we make no representation or warranty as to whether Coinsquare will support a Fork arising from any Digital Asset or whether the Services are able to support any Digital Assets subject to a Fork.

We are not responsible or liable for claiming, issuing, storing or holding any Digital Asset resulting from a Fork on your behalf. In the event of a Fork, we may temporarily or permanently suspend the operation of the Services (with or without advance notice to you) and, in our sole discretion, decide whether or not to continue supporting trading of the Digital Asset subject to the Fork. Please see our [Digital Asset Fork Policy](#) which is incorporated by reference into this Agreement) for additional information.

### **14. Use Restrictions and Prohibited Conduct**

When using the Services, you are prohibited from doing any of the following (collectively, “**Prohibited Conduct**”):

- Using hateful, abusive, harassing, libelous, or obscene language towards other clients or Coinsquare Representatives;
- Threatening other clients or Coinsquare Representatives with violence,
- Posting any material that infringes or violates any third party’s copyright, trademark, trade secret, privacy, or other proprietary or property right;
- Using the Services to conduct fraudulent or otherwise illegal transactions or activities;
- Copying any Content onto your own or any other website;
- Posting any material which promotes illegal activity, could constitute a criminal offense, gives rise to civil liability, or otherwise violates Applicable Laws and Regulations or any provision of this Agreement;
- Purchasing or selling any Digital Assets with knowledge of any material, non-public information relating to such Digital Assets;
- Using the Services to send spam, chain letters, junk mail, or any other type of unsolicited mass email;
- Using the Services to distribute viruses or other harmful, disruptive, or destructive files;
- Using the Services in violation of Coinsquare’s or any third party’s intellectual property or other proprietary or legal rights;
- Using or attempting to use another person’s account;

- Disrupting or interfering with the security of, or otherwise abusing the Services, or any servers or networks connected to the Services;
- Attempting to obtain unauthorized access to the Services;
- Impersonating another person;
- Sharing with any minor any Content or materials inappropriate for children, or allowing any minor access to such materials;
- Systematically harvesting or extracting data from the Services or programmatically registering accounts on the Services, including through the use of any robot, spider, crawler, or any other automated means;
- Accessing the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes;
- Modifying or making derivative works based upon the Services, or any portion thereof;
- “Framing” or “mirroring” any Content on any other server or wireless or Internet-based device;
- Reverse engineering or accessing the Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics from the Services, or (c) copy any ideas, features, functions, or graphics from the Services;
- Copying, decompiling, reverse engineering, disassembling, attempting to derive the source code of, modifying, or creating derivative works of Services or any part thereof (except as and only to the extent any foregoing restriction is prohibited by Applicable Laws and Regulations);
- Using the Services to take advantage of any technical glitch, malfunction, failure, delay, default, or security breach; or
- Violating the terms of this Agreement.

## **15. Client’s Acknowledgments**

By using the Services, you agree and acknowledge that:

- a) you understand the terms of this Agreement;
- b) any violation of this Agreement may result in potential consequences, including the possible loss or forfeiture of purchased Digital Assets;
- c) you are solely responsible for all the taxes, fees, and commissions resulting from the use of the Platform and associated Services and have obtained such legal and tax advice as you consider appropriate in connection with purchasing or selling Digital Assets via the Services;
- d) we are not responsible for any consequences arising from false, incorrect, or incomplete information that you provide to us, including any incorrect digital asset wallet address;
- e) you have an understanding of cryptocurrencies and other digital assets and blockchain technology and appreciate the risks and implications of trading the Digital Assets via the Services;
- f) holding the Digital Assets carries various risks, including those relating to the issuer of and the technology underlying the Digital Assets, and the value of the Digital Assets may decrease to zero;

- g) you are aware of and accept the risk of, and agree not to hold Coinsquare responsible for any loss or damages resulting from any operational challenges to which the Services may be subject (such as malicious cyber-attacks, exploitable security system flaws and other security breaches, interruptions to Services, delays, and the loss or theft of Funds or Digital Assets) or any transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated cyber-attacks;
- h) you have read and understand the individual [Crypto Asset Statements](#) published on Coinsquare's website, which comprise plain language statements describing each Digital Asset that Coinsquare makes available for trading on the Platform;
- i) we make no representation or warranty as to the ongoing availability of the Site or Services, nor do we guarantee the absence of interruptions; and although we strive to provide uninterrupted Services, outages and downtime may occur for a variety of reasons;
- j) the Company or its affiliates may trade its own corporate assets on the Platform to provide liquidity to other Clients on the Platform and manage its own Digital Asset account;
- k) the Company does not have any special priority and is subject to the same Platform trading protocols as all other Clients;
- l) the Company only trades based on market data accessible to other Clients and does not have access to inside information and does not engage in any front-running;
- m) any up-to-date market information, including quotes or charts, that we provide to you is provided 'as is' and 'where is' without representations or warranties of any kind, and may contain typographical errors, be incomplete, or inaccurate, and while we may correct any such errors, missing information, or inaccuracies, we are under no obligation to do so.

## 16. Disclaimers

Except where prohibited by Applicable Laws and Regulations or any other term of this Agreement, you expressly acknowledge and agree that we will otherwise have no liability or responsibility whatsoever for any direct, indirect, special, punitive, or consequential damages or loss, however caused, arising out of your use of the Services, including, but not limited to: (a) losses resulting from a failure to seek appropriate investment advice before using the Services; (b) losses resulting from fraudulent or unauthorized transactions; (c) losses related to the installation, use, or maintenance of a personal computer, equipment, or software, or caused by any worms, bugs, viruses, trojan horses, date bombs, defects, time bombs, or other items of a destructive nature which may be transmitted to or using the Site or Services; (d) any third-party claims or losses of any nature, including lost profits, punitive, or consequential damages; (e) losses related to any errors, mistakes, inaccuracies, or omissions in the Services; (f) losses relating in any way to taxes that you owe, including as a result of errors in the reporting thereof; (g) losses relating in any way to a variation in an Order caused or induced by the market price variation of any Digital Asset for any reason; or (h) losses resulting from scheduled or unscheduled outages or disruptions that delay or prevent Orders or the use of the Services or Site generally.

Coinsquare does not control the trading value of the Digital Assets, and by using the Services you agree that Coinsquare will not be liable for any losses or direct, indirect, special or consequential damages, however caused, resulting from market price variation of any Digital Asset for any reason.

THE SERVICES AND DIGITAL ASSETS PURCHASED VIA THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COINSQUARE AND THE REPRESENTATIVES CANNOT AND DO NOT GUARANTEE, AND DO NOT MAKE ANY, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING: (1) ANY WARRANTY OF MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) NON-INFRINGEMENT; (4) THAT THE SERVICES OR ANY DIGITAL ASSETS PURCHASED VIA THE SERVICES, WILL MEET YOUR REQUIREMENTS; (5) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; AND (6) THAT ANY DEFECTS WITH THE SERVICES, IF ANY, WILL BE CORRECTED. YOU UNDERSTAND THAT ANY USE OF, MODIFICATION TO, OR RELIANCE ON THE SERVICES, OR ANY DIGITAL ASSETS PURCHASED VIA THE SERVICES, IS AT YOUR OWN DISCRETION AND RISK.

You are solely liable and responsible for any and all claims and demands made by any other person arising out of, in connection with, or relating to your use of the Services, your breach of this Agreement, your violation or infringement of the rights of others, or your violation of any Applicable Laws or Regulations. Coinsquare and the Representatives disclaim any and all responsibility and liability regarding all such matters. You further agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of the Services, and that you will comply with all Applicable Laws and Regulations in respect of the same. We may investigate occurrences which may involve violations of such Applicable Laws and Regulations, and may involve, and co-operate with, law enforcement authorities in prosecuting clients who are involved in such violations. We reserve the right at all times to disclose any information (including your Personal Information) regarding your use of the Services in each case as may be permitted or required by Applicable Laws and Regulations, including as necessary to satisfy any request authorized by such Applicable Laws and Regulations. No data transmission over the Internet can be guaranteed to be 100% secure, and as a result, we cannot ensure or warrant the security of any information you transmit to us.

## **17. Force Majeure**

Without limiting the limitation of liability set out in Section 19, we are not responsible or liable for any delays, failure in performance, or interruption of service which results directly or indirectly from any cause or condition, whether or not foreseeable, beyond our, our Representatives', or any service provider's reasonable control, including, but not limited to, any act of God, nuclear or natural disaster, epidemic, pandemic, action or inaction of civil or military authorities, act of war, terrorism, sabotage, civil disturbance, strike or other labor dispute, accident, state of emergency or interruption, government restrictions, loss, or malfunction of equipment or utility, communications, computer (hardware or software), Internet, or network provider services, or for any loss of information caused by disruptions in or malfunctions of the Services.

## **18. Limitations of Liability**

UNDER NO CIRCUMSTANCES SHALL COINSQUARE OR THE REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, OR ANY OTHER LOSSES OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICES; (2) THE USE OR THE INABILITY TO PURCHASE OR SELL ANY DIGITAL ASSET PURCHASED VIA THE SERVICES; (3) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (5) LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF THE REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL COINSQUARE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY YOU TO COINSQUARE PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$1,000, WHICHEVER IS LESS.

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE BUT SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND REGULATIONS.

YOU ACKNOWLEDGE THAT COINSQUARE ACTS AS TRUSTEE FOR ALL OTHER REPRESENTATIVES WITH RESPECT TO ALL RIGHTS CONTEMPLATED HEREUNDER ARISING IN FAVOUR OF ANY REPRESENTATIVE. COINSQUARE AGREES TO ACCEPT SUCH TRUST AND HOLD AND ENFORCE SUCH RIGHTS ON BEHALF OF EACH SUCH REPRESENTATIVE.

## **19. Indemnification**

You agree to indemnify, defend, and hold harmless Coinsquare and the Representatives, from any and all losses, damages, claims, liabilities, and expenses, including legal fees, arising out of your use of the Account and the Services. Without limiting the foregoing, this shall include: (a) any violation of the terms of this Agreement; (b) any violation by you of a third-party right; (c) any breach of a representation or warranty made by you to us, either in the Agreement or otherwise; (d) any breach by you of Applicable Laws and Regulations; (e) any claim for damages brought against us by any party, related to your use of the Services or your non-compliance with the terms of the Agreement or any documents and/or additional terms it incorporates; or (f) any and all expenses incurred by us in connection with exercising any right pursuant to this Section 20.

We may, at our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations. If you fail to comply with any requirement contained in

this Agreement, then, in addition to any other right or remedy to which Coinsquare is entitled, we may at any time, and from time to time, without notice or demand to you, apply some or all of your Digital Assets in your Account to eliminate or reduce the liability or settlement amount, as the case may be. You shall remain liable to Coinsquare for any deficiency remaining following the exercise by us of any or all of our rights and agree that the rights which we are entitled to exercise pursuant to this Section 20 are reasonable and necessary for Coinsquare's protection.

## **20. Termination; Suspension of Account**

We may at any time, without notice or liability, decide to alter, amend, restrict, modify, or terminate the Services or any functionality or portion of the Services, all in our sole discretion, and you understand that there is no guarantee that the Services or any portion or functionality thereof will continue to operate or be available for any particular period of time, including as a result of the removal, addition, modification, or change of or in the availability of the Services, or any restriction in access thereto, or any imposition of limits on any or all features of, or links to, the Services. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Services at any time without notice but confirm that we have no duty to do so.

If you breach any provision of this Agreement or Applicable Laws and Regulations, then you may no longer use the Services, and your Account may be cancelled. We, in our discretion, shall determine whether this Agreement has been violated. We may also cancel withdrawal rights for your Account where there is suspected unauthorized access or hacking.

We reserve the right to suspend or cancel your Account without notice to you at any time for any reason, including if you are in default of your obligations with respect to the Services. We may terminate this Agreement with you at any time.

## **21. Contact Coinsquare**

If you have any feedback, questions, or complaints, you may contact our Help Centre by going to [updated to RH URL](#) and clicking 'submit a request' with your account username and the transaction on which you have feedback, questions or complaints.

## **22. Client Complaints**

If you have a complaint about Coinsquare that concerns alleged misconduct, you agree to use best efforts to send it to the Designated Complaints Officer ("DCO") at [compliance@coinsquare.com](mailto:compliance@coinsquare.com). In that case, the DCO shall respond within 5 business days, and conduct an investigation, which shall include contacting all relevant Coinsquare employees (i.e., those involved in the incident/matter that is the subject of your complaint) to ask for relevant information. The DCO shall share the outcome of the investigation with you no later than 90 days after receipt of your complaint. Understandably, if you are not satisfied with this response, you have several avenues to pursue as referenced in the CIRO Complaint Brochure<sup>1</sup> referenced in

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<sup>1</sup> "CIRO Official Brochures" | CIRO | <https://www.ciro.ca/news-room/ciro-official-brochures>

the acknowledgement email we sent you; such as (a) arbitration, (b) dispute via the Ombudsman for Banking Services and Investments<sup>2</sup>, (c) submission of a complaint to CIRO, (d) take legal action. Note that there is time limits with the options mentioned above and delays could hamper your ability to pursue these opportunities. Additional details regarding our complaints are provided in the [Relationship Disclosure Document](#).

### **23. Limited License**

Subject to the terms of this Agreement, you are granted a non-exclusive, non-transferable, non-sub-licensable, revocable, limited right and license to access and use the Services, including the Content therein and the services accessible through them, solely for purposes that are not in breach of this Agreement, Applicable Laws and Regulations, or any applicable policy or procedure of Coinsquare, and solely for your own personal use and not on behalf of any third party. Any other use of the Services or Content therein is expressly prohibited and all other right, title, and interest in the Services and Content is exclusively the property of Coinsquare and/or its Representatives. Other than as set out in this paragraph, nothing in this Agreement gives you any licence, right, title, or ownership of, in, or to the Site or the Services.

### **24. Copyright and Intellectual Property**

All Content, the selection, compilation, arrangement and presentation of all materials, and the overall design of the Services are copyrighted by us and/or our Representatives and are protected by Canadian and international intellectual property laws. Use of Content without our express prior written permission is strictly prohibited.

“Coinsquare”, “coinsquare.com”, and any other trademarks used in connection with the Services are trademarks or registered trademarks of Coinsquare and/or its Representatives, in Canada and other countries. Our trademarks may not be used in connection with any product or service without our express written permission.

### **25. Privacy**

We respect your right to privacy. All information that we may collect via the Services is subject to our *Privacy Statement*. The [Privacy Statement](#) is incorporated by reference into this Agreement. By agreeing to this Agreement, you hereby agree and consent to our *Privacy Statement*.

### **26. Personal Information and Marketing**

In addition to the collection, use, and disclosure of your Personal Information set out in the Privacy Statement, we may, with your consent, use your Personal Information to market our products and services to you, including by the use of electronic communications, such as email, direct messaging, and text messaging, and through the use of telemarketing. You may withdraw your consent to such uses at any time.

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<sup>2</sup> “FAQs” | OBSI | <https://www.obsi.ca/en/how-we-work/faqs.aspx#How-do-I-make-a-complaint-to-OBSI>

## 27. General

- a) **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without giving effect to their conflict of law provisions. You agree that you will bring any claim or cause of action arising out of this Agreement, your use of the Services, or any Order placed or executed via the Services either: (1) in the courts located within Toronto, Ontario; or (2) before an arbitrator appointed by, and under the rules of, one of the arbitration programs or organizations approved by the Board of Directors of CIRO in accordance with CIRO Rule 9502(1). Furthermore, you agree to submit to the personal, non-exclusive jurisdiction of any such court or arbitrator, as the case may be.
- b) **Severability:** If any provision contained in this Agreement is determined unenforceable, then such provision will be severed and replaced with a new provision that most closely reflects the intent of the original provision, and the remaining provisions of this Agreement will remain in full force and effect.
- c) **Risk Statement:** The Coinsquare [Risk Statement](#) is incorporated by reference into this Agreement. The *Risk Statement*, as it may be amended and provided to you from time to time, provides disclosure to you regarding the risks involved in using the Services. You acknowledge that you have read and understand such disclosure.
- d) **Electronic Delivery of Information:** You agree and consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, “**Communications**”) that we provide in connection with your Account and your use of the Services. You can remove your consent to electronic delivery at any time by contacting us via [support.coinsquare.com](mailto:support.coinsquare.com) update URL and clicking ‘submit a request’. We will provide Communications to you by posting them on the Site, emailing them to you at the primary email address listed for your Account, communicating them to you via instant chat, and/or through other electronic communication, such as text message or mobile push notification. It is your responsibility to visit the Site on a regular basis and inform us of any changes to your email address.
- e) **Order Execution:** You understand that the method, counterparty, broker (if any), and venue (if any) used for the execution of any order that you place shall be determined by CCML in its sole good faith discretion.
- f) **Assignment:** This Agreement, or your rights and obligations hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. This Agreement shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.
- g) **No Endorsement:** We may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. You agree and understand

that we have no control over any such other websites or their content and will have no liability arising out of or related to such websites or their content. The existence of any such links does not constitute an endorsement of such websites, their content, or their operators. We are providing these links to you only as a convenience.

- h) **Survival:** You agree and understand that all provisions of this Agreement, which by their nature extend beyond the termination or expiration of this Agreement, including, but not limited to, sections pertaining to suspension, investigations, remedies for breach, termination, debts owed, right to offset, unclaimed funds, general use of the Services, disputes with us, and general provisions, shall survive the termination or expiration of this Agreement.
- i) **Entire Agreement:** This Agreement, any appendices or attachments to this Agreement, and all disclosures, notices or policies available on the Site that are specifically referenced in this Agreement, comprise the entire understanding and agreement between you and Coinsquare as to the Services, and this Agreement supersedes any and all prior discussions, agreements, and understandings of any kind and every nature (including, without limitation, any prior versions of this Agreement) between and among you and Coinsquare. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- j) **No Waiver:** No waiver of any provision of this Agreement shall be effective except pursuant to a written instrument signed by us expressly waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof.