

Last Updated Date: 06 December 2023

Robinhood Europe Crypto Customer Agreement

1. Introduction.

- 1.1. This Robinhood Europe Crypto Customer Agreement (“Agreement”) is for customers who reside in the European Union and applies to your access and use of the services provided by Robinhood Europe, UAB and its agents and affiliates (collectively, “Robinhood Crypto”, “RHEC”, “we” or “us”) described below and such other services that may be provided by Robinhood Crypto from time to time (the “Services”) on the Robinhood Crypto mobile application(s) (each, an “App”) and the Robinhood Website (the Apps and the Website, together with any programs, tools, features, functionality, services, transactions, and Content provided through or in connection with the Website and the Apps, collectively, the “Platform”). You expressly agree to the terms of the Agreement and will also treat your access to and use of our Services as acceptance of the terms of the Agreement.
- 1.2. This Agreement governs the relationship between you and RHEC, including, without limitation, these terms and conditions of all Services (as defined below) offered to you. You are responsible for checking our website periodically in order to review the current version of the Agreement.
- 1.3. This Agreement is legally binding and will take effect upon the date on which you agree to its terms.
- 1.4. References to this “Agreement” include these terms and conditions as well as any other agreements or disclosures provided to you in relation to the provisions of the Services, each as amended or supplemented from time to time.
- 1.5. Robinhood Europe, UAB (company number 306377915) with its registered address at Mėsinių 5, LT-01133 Vilnius, Lithuania, is registered according to the regulatory requirements of the Republic of Lithuania as a virtual currency exchange and virtual currency depository wallet operator. RHEC is supervised by the Lithuanian Financial Crime Investigation Service under the Ministry of the Interior of the Republic of Lithuania.

2. Robinhood Crypto Services.

- 2.1. Robinhood Crypto provides the following Services as its core business:
 - 2.1.1. a digital trading platform, which can be accessed via the Platform, which enables you to purchase and sell Cryptocurrencies for fiat currencies, subject to certain restrictions (“Trading Services”); and
 - 2.1.2. custody services, which can be accessed via the Platform, which enables you to store your Cryptocurrencies (“Custody Services”).
- 2.2. For purposes of this Agreement, “Cryptocurrencies” means any digital currency or other digital asset that is available in connection with our Services. RHEC may in its sole

discretion terminate support for any particular Cryptocurrency. If you do not sell such Cryptocurrency before RHEC terminates its support for such Cryptocurrency, then RHEC may, in its discretion, arrange for any such Cryptocurrencies held in your Account to be liquidated at current market prices and credit your Payment Method minus transaction costs for any proceeds from such liquidation.

- 2.3. As part of our Services listed in Section 2.1, Robinhood Crypto does not provide any services related to fiat funds. All fiat funds deposited to your Robinhood Crypto Account (defined below) are held in a dedicated payment account provided to us by our payment account provider and will be displayed as an available balance in your Robinhood Crypto Account to be used solely in connection with purchasing Cryptocurrencies through our Trading Services.
- 2.4. By using our Services, you acknowledge you have read, understand, and agree to the RHEC Crypto Risk Disclosures set forth in Appendix 1.
- 2.5. To be eligible to use any of the Services, you must be at least 18 years old, reside in a country in which the relevant Services are accessible, and otherwise be legally permitted to use the Services. There are certain features which may or may not be available to you depending on your location and other criteria.

3. Limitations to the Services.

- 3.1. RHEC does not provide personalised investment recommendations or investment or tax related advice. Any explanation or information which we give to you as part of a trade or about the performance of the trade is not intended to be, and should not be considered as advice.
- 3.2. The Services are only available to eligible European Union residents. It is your responsibility to inform RHEC promptly if you change your residential address or become a resident or tax resident of a country that is not within the European Union. Failure to inform RHEC if you become a resident of a country that is not in the European Union, is a material breach of this Agreement.
- 3.3. In addition, RHEC may not provide all of the Services to customers domiciled in certain countries due to restrictions under applicable law, or restrictions under our internal policies (such countries, "Restricted Countries"). If you are a resident of a Restricted Country, you may be able to access some of our Services, but not all of our Services. We may change the list of Restricted Countries, as well as the Services that are available in a restricted country, from time to time.
- 3.4. If you attempt to access your Account from a Blocked Country or you are otherwise resident in such a jurisdiction, or if RHEC reasonably believes that you are attempting such access or have become a resident in such a jurisdiction, RHEC may restrict your Account and any pending orders may be cancelled. For purposes of this Agreement, a "Blocked Country" is any country or jurisdiction subject to economic, financial or trade sanctions or embargoes, export controls or other restrictive measures imposed by the United States of America (including those administered by the United States Department of the Treasury's Office of Foreign Assets Control), the European Union, any member state of the European Union, the United Kingdom, or any other applicable regulatory body ("Sanctions").

- 3.5. RHEC may impose limits on your use of the Services, including transaction limits on Trading Services. Such limits may vary, at RHEC's sole discretion, depending on a variety of factors, and RHEC may apply different limits to certain customers at its sole election.

4. Your Account.

- 4.1. You must register for a RHEC account to use the Services (an "Account"). Your Account is self-directed and you are solely responsible for any and all orders placed in your Account, which means that all orders entered by you are unsolicited and based on your own investment decisions. You are fully responsible for all activity that occurs under your Account and we are entitled to rely on all instructions given and orders placed via your Account as if they were placed or authorised by you, without further investigation or verification unless we wish to do so in our absolute discretion.
- 4.2. You authorise RHEC to open or close your Account, place and withdraw orders, and take such other steps as are reasonable to carry out your directions. All transactions will be effected only on your order or the order of your authorised delegate, except as described in this Agreement.

5. Customer Due Diligence; Identity Verification.

- 5.1. You agree to provide us with the information we request (which we may request during registration for your Account or at any time deemed necessary) for the purposes of identity verification, providing the Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. The information we request may include (but is not limited to) personal information such as your name, residential address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number), mobile device identifiers, and any such information that RHEC is required to collect from time to time under applicable law. RHEC may also inquire about your investment profile, including the source of your wealth, employment, and income.
- 5.2. You agree to promptly notify RHEC of any changes in the information submitted as part of the Account registration process, including your name, residential address, email address, and telephone number. Please refer to the [Robinhood Crypto Privacy Policy](#) for information on how RHEC processes your personal information.
- 5.3. You understand that RHEC may take steps to verify the accuracy of the information you provide to RHEC relating to your Account in your application or otherwise. You authorise us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you, us and/or third parties against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. You acknowledge and agree that your personal information may be disclosed to credit reference, identity verification and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

- 5.4. You acknowledge that RHEC will not provide the Services until RHEC verifies your identity in accordance with its customer identification and verification procedures. Your Account may be restricted or closed if RHEC cannot obtain and verify this information. RHEC will not be responsible for any losses or damages (including, lost opportunities) that may result if your Account is restricted or closed.
- 5.5. RHEC reserves the right to refuse to take on or maintain a customer relationship, at their own discretion, for any reason, subject to applicable law, including but not limited to situations where RHEC has been unable to, or prevented from, completing the account opening or reactivation process or where you have failed to provide information or documentation which is required to be obtained from you in order to comply with any anti-money laundering or other regulatory or legal obligations whether initially or on an ongoing basis.

6. Trading Services; Purchase and Sale of Cryptocurrencies

- 6.1. You may give RHEC instructions by electronic means using the Platform. You are responsible for all orders entered on the Platform, where the platform has been accessed using your username and password, except in cases of RHEC's negligence, fraud, or willful default, or where RHEC is responsible under applicable law.
- 6.2. RHEC allows the following types of orders to be placed on the Robinhood Platform:
 - 6.2.1. **Market Orders.** Market orders may be submitted either in Euro amounts or in Cryptocurrency amounts. You understand that RHEC does not currently support sending traditional market buy order and sell orders and that RHEC collars all market buy orders by using limit orders priced up to 1% above the last ask price, and collars all market sell orders by using limit orders priced up to 5% below the last bid price. You will not know the execution price of an order before the order is executed. If you place a market order, you agree to pay or receive the prevailing market price at the time your market order is executed, subject to the specific clarification above relating to buy and sell orders. You understand that the execution price may be significantly higher or lower than anticipated at the time you placed the order. You agree that RHEC is not liable for any price fluctuations.
- 6.3. If you do not understand the order types and limitations applicable to the Platform and your Account, please request further assistance, or take independent advice. Please do not place any orders if you do not understand these order types and limitations.
- 6.4. You understand that all orders for the purchase of Cryptocurrencies given for you Account will be executed in reliance on your promise that an actual purchase is intended, and that RHEC reserves the right to require full payment in cleared funds prior to the acceptance of any order. You understand that you are not permitted to place a Cryptocurrency buy order with RHEC, unless you have enough funds available in your Account to satisfy your order. You further understand that you are not permitted to place a Cryptocurrency sell order with RHEC unless you have enough Cryptocurrencies available in your Account to satisfy your order. You agree that it is your responsibility to cancel any order that you do not want to be filled. You understand that you may not be able to cancel an order prior to its filling, that an

order cannot be cancelled or reversed once it is filled, and that RHEC is not liable to you for the completion of an order after you have submitted a cancellation request.

- 6.5. You agree and understand that RHEC does not guarantee that any order that you place will be filled. You agree that RHEC will have no obligation to execute a trade order that conflicts with applicable law or this Agreement. You further agree and understand that RHEC reserves the right to cancel any order or part of an order if such order was placed during a scheduled or unscheduled RHEC downtime or is nonmarketable.
- 6.6. 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 RHEC in its sole good faith discretion.
- 6.7. You agree that RHEC may execute orders for you in a principal capacity or, when routing to a third party for execution, in an agency or riskless principal capacity.
- 6.8. In order to use the Trading Services, you must link a valid bank account (a "Payment Method") to your Account. The Payment Method must belong to you and must be in your name. We may require you to provide us with documents to verify the details and the ownership of your Payment Method. If we cannot verify the details of your Payment Method or cannot verify that the Payment Method belongs to you, you will not be able to use our Trading Services.
- 6.9. Fiat funds deposited to your Account are held in a dedicated payment account provided by our payment account provider (the "Payment Account Provider"), who has the appropriate licences and permits for such purpose. Any such deposited funds are displayed as an available balance in your Account to be used solely in connection with purchasing Cryptocurrencies through our Trading Services and cannot be stored in your Account indefinitely.
- 6.10. When a trade order is entered, the notional Euro value of the purchase, or quantity of Cryptocurrencies of the sale, will be deducted from the available balance in your Account. An additional reserve may be deducted for market orders to protect against market movement. Deducted value may be returned to your Account if the trade order expires, is cancelled, or the executed value is less than the amount deducted.
- 6.11. When submitting a withdrawal of fiat funds by bank transfer, you must withdraw such funds back to your linked Payment Method from which you funded your Account. Transfers of fiat funds in violation of this provision will not be permitted and will be preemptively blocked by us.
- 6.12. For avoidance of doubt, although you are provided with balances reflecting the amount of fiat and Cryptocurrencies available in your Account on the Platform, the fiat balance is provided solely for informational purposes as your available balance to purchase Cryptocurrencies through our Trading Services.
- 6.13. The deposit and withdrawal of funds in your Account are subject to certain limitations, including daily maximum transfers thresholds and number of transfers, which RHEC may change from time to time.

- 6.14. You may be responsible for fees and expenses that your bank imposes on you in respect of the transfer of money to your nominated bank account. Neither RHEC nor any business partner, will be responsible for any of such fees or expenses imposed by your bank.
- 6.15. RHEC reserves the right to amend the funding mechanisms for your Account at any time, upon notice, and may add new funding mechanisms without notice to you.

7. Fees and Charges; Rebates and Pass On Fees.

- 7.1. You agree to pay RHEC any fees RHEC imposes in connection with the RHEC Services at the then-prevailing rate. You acknowledge that the prevailing fees may change and that change may occur without notice. Further, RHEC reserves the right to vary rates and fees among customers in connection with special offers, promotions, arrangements, or account criteria such as account value/balance or customer loyalty. You also agree to pay all applicable taxes. You authorize RHEC to automatically debit your Account for any such fees and taxes.
- 7.2. You agree that RHEC reserves the right to pass on any fees charged by any Cryptocurrency exchanges, brokers, market-makers, liquidity providers, or other types of Cryptocurrency counterparties, trading venues, or intermediaries (each, a "Market Actor"). You further understand that RHEC may receive activity-based rebates from Market Actors in relation to Cryptocurrency transactions.

8. Applicable Regulations.

- 8.1. Your Account and any orders placed or executed under it are subject to all applicable rules and regulations of governmental, regulatory, and self-regulatory authorities, as well the rules, regulations, customs, policies, and procedures of the exchanges, markets, and venues to which orders are routed, executed, or cleared.

9. Custody Services

- 9.1. You understand that any order for Cryptocurrency placed through the Trading Services that is subsequently filled will result in your Account being promptly credited the amount of such Cryptocurrency. You understand you can view your balance of Cryptocurrencies in your Account on the Platform.
- 9.2. Title to Cryptocurrencies in your Account shall at all times remain with you and shall not transfer to RHEC or any Affiliate. As the owner of Cryptocurrencies in your Account, you bear all risk of loss of value of such Cryptocurrencies and RHEC shall have no liability for fluctuations in the fiat currency value of Cryptocurrencies held in your Accounts.
- 9.3. RHEC acts as custodian for the Cryptocurrency held in your Account, and RHEC will hold your Cryptocurrencies through one or more omnibus wallets along with the Cryptocurrencies of our other customers. You agree that your Cryptocurrencies will be commingled and treated as fungible with the Cryptocurrencies owned by other RHEC customers. You agree that we may keep a record of Cryptocurrencies credited to your Account and held in the omnibus wallet based on the amount of each type of

Cryptocurrency that is reflected in your Account, and that you do not have rights to any specific Cryptocurrency or Cryptocurrency wallet address or private keys.

- 9.4. RHEC will segregate on its books and records all customer Cryptocurrencies from the proprietary property of RHEC. The ownership of all of your Cryptocurrencies will be clearly recorded on our books and records as belonging to you. RHEC will act as a custodian with respect to Cryptocurrencies held in your Account and will not lend, pledge, or hypothecate your Cryptocurrencies without your consent. RHEC will not use customer Cryptocurrencies to secure or guarantee an obligation of, or extend credit to, RHEC.

10. Reporting and Confirmations.

- 10.1. You will receive trade confirmations from RHEC after your order has been executed. You understand that it is your sole responsibility to review your transaction history, trade confirmations, and any notices from RHEC or its affiliates promptly upon receipt.
- 10.2. Notwithstanding anything else in this Agreement, confirmations will be considered binding on you unless you notify RHEC of any objections within two days from the date confirmations are available to you on the Platform.
- 10.3. In all cases, RHEC reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you agree that you are obliged to take action to limit any losses that may result from such a transaction or you will bear sole responsibility for any losses relating to the transaction, even if your obligation is ultimately determined to be valid. Nothing in this Section will limit your responsibilities as described in this Agreement.
- 10.4. To the extent permitted by applicable law, neither RHEC nor any of its affiliates will be liable for any losses, lost profits, or other damages allegedly resulting from delays in or a failure to issue a confirmation, statement, or status update.

11. Your Responsibilities.

- 11.1. You will provide RHEC with all information relevant to the Services and will respond promptly to any requests RHEC makes for further information. RHEC will provide Services to you on the basis of the information that you have provided.
- 11.2. You agree not to open multiple Accounts.
- 11.3. You agree to only use the Platform and your Account for your own personal investment purposes and for no other purposes. You must act responsibly and reasonably when using the Services. You must not use the Services to commit or attempt to commit a crime or engage in abusive or otherwise prohibited behaviour.
- 11.4. You represent that you are solely responsible for and have authorised any orders or instructions appearing in, originating from, or associated with your username and password, your Account, or your Account number; provided, that this does not affect your rights where RHEC has acted negligently or fraudulently, is in willful default, or where you have rights under applicable law. All such orders or instructions will be executed in reliance on your promise that an actual purchase or sale is intended. RHEC is entitled to assume

that any order or instruction received from your Account is a valid order or instruction issued by you. It is your obligation to pay for purchases immediately or on demand. In the event that you fail to provide sufficient funds to pay for a purchase that you placed on the Platform, RHEC or may, at their option and without notice to you:

- 11.4.1. liquidate the Cryptocurrencies subject of the buy order; or
 - 11.4.2. sell other Cryptocurrencies or other assets held in your Account.
- 11.5. You agree not to allow any person to trade on your Account. RHEC may at any time, in their sole discretion and without prior notice to you, prohibit or restrict your ability to access the Services. RHEC reserves the right to require full payment in cleared funds prior to the acceptance of any order.
- 11.6. You represent, on the date this Agreement is entered into and throughout its duration, that:
- 11.6.1. you are 18 years old or older;
 - 11.6.2. you are not a U.S. person, as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (for U.S. tax purposes);
 - 11.6.3. you are acting in your capacity as a consumer in entering into this Agreement and each transaction entered into pursuant to this Agreement and you will perform your valid and legally binding obligations in accordance with the Agreement except for the effect of laws relating to or affecting creditors' rights generally and applicable general equitable principles;
 - 11.6.4. the information you have provided to RHEC is (and any information you provide to RHEC will be) complete, accurate, and not misleading in any respect, and in the event of any change to such information, you will promptly notify RHEC of the same;
 - 11.6.5. you will be liable to RHEC in respect of all obligations and liabilities arising from any material breach by you of this Agreement or any other agreement you have entered or will enter into with RHEC or any affiliate;
 - 11.6.6. you accept full responsibility for monitoring and safeguarding your Account and access to your Account; this includes:
 - 11.6.6.1. keeping your Account number, username and password confidential;
 - 11.6.6.2. not sharing your Account number, username and password (or other information relating to your Account) with any other person;
 - 11.6.6.3. not giving any other person access to your Account;
 - 11.6.6.4. securing any computer or mobile device through which you access the Platform;
 - 11.6.6.5. if you use any biometric (such as facial recognition, fingerprint recognition, or similar) access methodology to access or unlock the App, making sure that only your biometrics are able to unlock your Mobile Device and the

App (e.g., making sure that no other person's face or fingerprint can unlock your device or access your Account via the App);

- 11.6.7. you will immediately notify RHEC in writing, if you become aware of: (i) any loss, theft, or unauthorised use of your Account number, username or password; (ii) any failure by you to receive any communication indicating that an order placed via the Services was received, executed, or cancelled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by you of confirmation of an order, execution, or cancellation, which you did not place; (v) any inaccurate information in or relating to your orders, trades, margin status, Account balances, deposits, withdrawals, securities positions, or transaction history; or (vi) any other unauthorised use or access of your Account (each event described in (i)-(vi), a "Potential Fraudulent Event");
- 11.6.8. you agree to notify RHEC immediately after you discover any Potential Fraudulent Event and no more than twenty-four hours following discovery; you agree to cooperate fully with the legal authorities and RHEC and its affiliates in any investigation of any Potential Fraudulent Event; you will complete any reasonably required affidavits or formal written statements promptly, accurately, and thoroughly; you acknowledge that access to the Services, including your Account, may be suspended in the event of a Potential Fraudulent Event; and you agree to compensate RHEC, its affiliates, and RHEC's and its affiliates' respective officers, directors, and employees for any losses arising out of or relating to any Potentially Fraudulent Event that are caused by your actions or omissions;
- 11.6.9. your use and storage of any information (including your Account number, portfolio information, transaction activity, account balances, and any other information) on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or computer is at your own risk and is your sole responsibility, and you acknowledge that RHEC recommends that you use devices with appropriate, up-to-date security software to reduce the risk that the system or Mobile Device used will be susceptible to unauthorised access;
- 11.6.10. you acknowledge that (i) in order to use the Services, including maintaining your Account on the Platform, you must download, or download upon RHEC's request, the App to your Mobile Device for certain security or other Account-related purposes, (ii) from time to time, RHEC will release software updates for the App, (iii) you are responsible for downloading and upgrading your software and maintaining the latest version of the App on your Mobile Device, and failing to do so may result in you encountering content that contains out-of-date, missing or incorrect information, including, among other things, important disclosures and agreement updates, and may impact your ability to access your Account, and (iv) RHEC will not be responsible for any losses caused by your use of outdated software or failure to download the App on your Mobile Device;
- 11.6.11. entering into the Agreement or any transaction hereunder will not violate or conflict with any law applicable to you, or any charge, trust deed, contract, other instrument, or contractual restrictions applicable to, binding on, or affecting you or

any of your assets or obliging you to create any lien, security interest, or encumbrance;

- 11.6.12. you will comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Services and the Platform.
- 11.6.13. you will comply with applicable law and disclosure requirements relating to taxation in all relevant jurisdictions;
- 11.6.14. you will comply with all applicable law and disclosure requirements relating to anti-bribery and corruption, anti-money laundering and other forms of financial crime, and you will not engage in or facilitate or undertake any transaction that may involve RHEC or affiliates facilitating bribery, corruption, money laundering or other forms of financial crime;
- 11.6.15. you are not subject to any Sanctions or are present on any other sanctioned or restricted party lists, and you will not undertake any transaction or activity that places RHEC or affiliates in violation of such economic sanctions; and
- 11.6.16. you represent and warrant that you are not a politically exposed person ("PEP") as defined by applicable law. To the extent you are or become a PEP in the future while you hold your Account at RHEC, you represent and warrant that you will immediately notify RHEC and subject yourself to any due diligence measures deemed appropriate by RHEC.

12. Taxes.

- 12.1. You agree to receive all confirmations and Account statements, as well as any tax-related documents, in electronic format via the Platform. You have sole responsibility for complying with any applicable law and the management of your tax affairs. You confirm that you have been and are compliant with all tax declaration and reporting obligations relating to the investments or money held in your Account and any income or gains they produce.
- 12.2. The value to you, and the effects on you, of some of the Services may depend on your tax status and you should seek tax advice to ensure the services are appropriate. RHEC will not provide you with that advice.
- 12.3. In some jurisdictions, depending upon your holdings, RHEC may be required to pass information about you and your investments to tax authorities. RHEC may also be required to report any U.S. source income and deduct withholding taxes from any income paid or passed on to you.
- 12.4. You authorise RHEC to provide any tax-related documents to any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you are the beneficial owner.

- 12.5. A Form W-8BEN is a certification that helps ensure that your information for tax reporting purposes is accurate. You agree to submit a new Form W-8BEN within 30 days if any certification made on any previously submitted Form W-8BEN becomes incorrect. You also agree to provide a new Form W-8BEN prior to the expiration of any previously submitted form and any additional documentation required to substantiate the validity of your Form W-8BEN. Form W-8BEN is generally valid the year signed plus 3 additional calendar years.

13. Cryptocurrency Networks; Forks.

- 13.1. You understand and acknowledge that RHEC does not own or control the software, protocols, or databases underlying the Cryptocurrency networks and other digital asset networks and that you make no guarantees regarding the security, functionality, or availability of such networks. In general, the underlying software, protocols, and databases are public and open source and anyone can use, copy, modify, and distribute them. You agree and understand that: (i) we are not responsible for the operation of the underlying protocols, and (ii) we make no guarantees regarding their security, functionality, or availability.
- 13.2. You further understand and acknowledge that third parties may from time to time create a copy of a Cryptocurrency network and then implement changes in operating rules or other features (“Forks”) that may result in more than one version (each, a “Forked Network”), and that such Forks may materially affect the value of the Cryptocurrencies or other digital assets you hold. In the event of a Fork, you agree and understand that RHEC may temporarily suspend the RHEC Services without advance notice to you while RHEC determines in its sole discretion which Forked Networks to support.
- 13.3. You agree and understand that RHEC may determine, in its sole discretion, not to support a Forked Network and that you have no right, claim, or other privilege to any cryptocurrency or other digital asset on such unsupported network (“Forked Assets”). You understand and agree that RHEC may, in its sole discretion, determine the approach to such Forked Assets, which approach may include abandoning or otherwise electing not to support such Forked Assets as part of the Services.
- 13.4. You acknowledge and accept the risks of operating changes to Cryptocurrency protocols and agree that RHEC 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 RHEC 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. You further acknowledge and accept that RHEC has no responsibility to support new Forked Networks or operating changes for Cryptocurrencies.

14. Limitation of Liability; Your Liability to Us.

- 14.1. RHEC and its affiliates do not exclude or limit their liability to you where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation. Further, the limitation of liability is subject to any obligations we have under applicable law and regulation.

- 14.2. Neither RHEC, its affiliates and service providers, nor any of their respective officers, directors, agents, joint venture partners, employees or representatives, will be liable for any amount larger than the value of the Cryptocurrencies in your Account at the time of the breach by RHEC giving rise to your claim. Where we are considering a specific claim relating to a specific transaction this sum shall be further limited to the amount of the transaction in dispute. RHEC and its affiliates will not be liable for any loss or damage that you suffer as a result of their breach of this Agreement or failure to use reasonable care and skill, if that loss or damage is not reasonably foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, RHEC and you knew it might happen. RHEC and its affiliates will not be responsible for any loss or damage that is not foreseeable.
- 14.3. RHEC and its affiliates will not be liable for business losses. The Services are provided for individual private use only. RHEC and its affiliates will not be liable for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.4. Subject to Section 14.1, RHEC and its affiliates are not responsible for any loss or damage arising as a result of or in connection with:
- 14.4.1. market movements between the time that an instruction is received from you and the time it is executed, or market movements that occur after your order is executed;
 - 14.4.2. any event outside RHEC's reasonable control, including disruption to or unavailability of the Services caused by disruption to any market, communications network, or information technology;
 - 14.4.3. performance or non-performance by any exchange, market data provider, execution venue, agent, or other third party, or any of their respective agents or affiliates, of any of their obligations relative to any Cryptocurrencies or other assets;
 - 14.4.4. when RHEC or an affiliate is acting as an introducer, marketer, or promoter of a product, feature, service, or program, any matters arising from any introduction, marketing, promotion, or referral in connection with the product, feature, service, or program;
 - 14.4.5. any non-compliance by you with any of the terms and conditions of this Agreement;
 - 14.4.6. any third-party actions related to your receipt and use of any information, Third Party Information (as defined below), market analysis, other third-party content, or other such information obtained on the Platform or otherwise through the Services;
 - 14.4.7. any third-party actions related to your use of the Services;
 - 14.4.8. any loss resulting from a network failure of a cryptocurrencies' cryptographic protocol;
 - 14.4.9. your or your agent's misrepresentation or alleged misrepresentation, or act or omission; or

- 14.4.10. following your or your agent's directions or instructions, failing to follow your or your agent's unlawful or unreasonable directions or instructions, or failing to follow you or your agent's orders with respect to your Account when your Account has been subject to an attachment or sequestration in any legal proceeding against you (in which case RHEC and its affiliates will be under no obligation to contest the validity of any such attachment or sequestration).
- 14.5. The Services are provided on an "as is" and "as available" basis, with no further promises made by us around availability of the Services. To the maximum extent permitted by applicable law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. In the event of any such interruptions or failures in service, you agree to minimise any losses you may suffer and avoid taking unreasonable steps which may increase your losses.
- 14.6. You agree to the use of automated systems or service bureaus in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation, and risk management systems (collectively, "Automated Systems"). The use of Automated Systems entails risks that could cause substantial damage or expense to you, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems.
- 14.7. Any materials, information, view, opinion, projection or estimate presented via the Platform is made available by RHEC for informational purposes only, and is subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view opinion, projection or estimate provided on the Platform.
- 14.8. You shall be liable to RHEC to the extent that (i) RHEC suffer foreseeable losses resulting from your breach of this Agreement or (ii) RHEC suffer losses in respect of which they are permitted to make a claim against you under applicable law, this Agreement, or any other agreement between you, RHEC and/or an affiliate. This includes any fees, liabilities, costs and expenses that RHEC incurs or suffers as a result of your breach, including reasonable legal fees.
- 14.9. If you authorise or allow third parties to gain access to or use the Services provided by RHEC or its affiliates, including your Account, you will be responsible for any losses or damage that results from such access or use, including any losses or damage that may arise out of claims or suits by third parties brought against RHEC or their affiliates based upon or relating to such access and use.
- 14.10. The provisions of this Section 14 will continue to apply even if RHEC stops supplying you with the Services.

15. Restrictions on Use of Services; Termination of Services.

- 15.1. RHEC may, in its sole discretion and without prior notice to you, prohibit or restrict your access to the Services, including access to your Account. RHEC may at any time, in its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Services, access to the Platform or related services, and ability to trade and to

deposit and withdraw funds, (ii) refuse to accept any of your orders, (iii) refuse to execute any of your orders, or (iv) terminate your Account pursuant to Section 16. The closing of your Account will not affect the rights or obligations of either party incurred prior to the date your Account is closed. RHEC may restrict your Account from withdrawals or trading for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity, or if RHEC receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. RHEC shall not be liable for any loss that you may incur due to RHEC's refusal to permit any deposit, withdrawal or transaction.

- 15.2. RHEC may discontinue or change any product, service, or feature, in its sole discretion, at any time. You agree that we may transfer you to a product or service that is reasonably similar to the discontinued or changed product or service, to the extent such product or service exists. We will provide you with prior notice of material changes, discontinuation, or the transfer related to a product, service, or feature, to the extent required or applicable.
- 15.3. RHEC will take reasonable steps to provide you with appropriate notice if we freeze, block, or terminate the Services and/or your Account. However, there might be times when RHEC is required to freeze, block, or terminate the Services and/or your Account without telling you in advance. RHEC will do this if it reasonably believe that there is a security or regulatory risk, you have breached the Agreement, we are required to do so by applicable law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved.

16. Termination; Events of Default; Account Closure.

- 16.1. You are entitled to terminate this Agreement and close your Account, after paying any obligations owed, by giving written notice.
- 16.2. Without prejudice to RHEC's rights under the Agreement to cease providing the Services or block access to your Account, RHEC may terminate this Agreement, or close, deactivate, or block access to your Account at any time in their sole discretion by giving not less than 30 days notice. RHEC reserves the right, at their sole discretion, to execute or reject any pending order or instruction following any such notice to terminate.
- 16.3. In either case, you should note that, although no penalty will be payable by you to RHEC, you will remain liable to meet all obligations you owe to RHEC, whether arising before or after termination, including those which may accrue under transactions initiated prior to the date of receipt by RHEC of your notice and which are to be completed thereafter. You will further be liable to pay the amount outstanding at the date of termination in respect of all interest and charges.
- 16.4. RHEC may terminate this Agreement without notice (i) if there is an Event of Default, (ii) there is a real risk of harm or loss to RHEC if the Agreement continues (for instance, in cases of fraud or violation of economic sanctions), (iii) where required by law or by a regulator, (iv) you are reasonably suspected of having committed a crime, or (v) where, acting reasonably, RHEC consider immediate termination is required to fulfil their legal or regulatory obligations.
- 16.5. For purposes of this Agreement, each of the following will be an "Event of Default":

- 16.5.1. you fail to pay us within seven days, any fees, charges, and/or liabilities on your Account, where we have requested such payments;
 - 16.5.2. you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);
 - 16.5.3. you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your assets;
 - 16.5.4. we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any applicable law; and/or
 - 16.5.5. You, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us.
- 16.6. If your Account has been terminated for whatever reason, RHEC may (unless prohibited from doing so by applicable law):
- 16.6.1. close out all or any of your open positions at current market prices;
 - 16.6.2. arrange for any Cryptocurrencies held in your Account to be liquidated at current market prices;
 - 16.6.3. deduct all applicable fees, costs, expenses, taxes, and other deductibles related to the liquidation of your Cryptocurrencies or any transaction carried on after termination under this Section; and
 - 16.6.4. arrange for any remaining balances to be transferred to any valid Payment Method linked to your Account.
- (each event described above, an "Account Closure Transaction").
- 16.7. In the event RHEC reasonably determines your Account balance is insufficient to cover the costs and fees associated with an Account Closure Transaction (such account balance, a "Dust Balance"), you agree to forfeit any such Dust Balance. You further agree that RHEC will not have any responsibility or liability for any losses, unrealized gains, damages, expenses, or other harm that you may incur in connection with such forfeiture.

17. Telephone and Electronic Communication Recordings.

- 17.1. RHEC may record, monitor, and retain telephone conversations and other forms of electronic communications with you. You are advised that recordings of communications may be used as evidence in the event of a dispute or upon request by the relevant regulatory authorities. You agree to accept these as evidence of your orders, instructions, or any other conversations which are relevant to those orders or instructions, or the ongoing provision of services. RHEC may use recordings or transcripts of recordings for any purpose which it deems desirable, to the extent permitted by applicable law. Any personal data contained within the recordings or transcripts may be used as permitted

under the RHEC Privacy Policy, which is available at <https://robinhood.com/eu/en/support/articles/privacy-policy/>.

- 17.2. Unless otherwise agreed in writing in advance, RHEC and its affiliates do not consent to the recording of telephone conversations by any third party or by you.

18. Communications; Delivery of Trade and Account Information; Consent to Electronic Delivery.

- 18.1. The Agreement is available in English only. All Communications will be in English. "Communications" means any and all communications, notices, disclosures, and other materials related to your Account or this Agreement, including account statements, trade confirmations, tax-related documents, notices, legal disclosures, regulatory communications, and other information, documents, data and records regarding your Account, this Agreement (including any amendments), and the Services, whether provided by RHEC or an affiliate.

- 18.2. You agree to the electronic delivery of Communications.

- 18.2.1. By agreeing to electronic delivery, you are providing your informed consent to electronic delivery of all Communications, other than those you have specifically requested to be delivered in paper form. Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Communications at any time by notifying RHEC in writing of your intention to do so. If you revoke or restrict your consent to electronic delivery of Communications, RHEC, in its sole discretion, may charge you a reasonable service fee for the delivery of any Communication that would otherwise be delivered to you electronically, restrict or close your Account, or terminate your access to the Services.

- 18.2.2. Your consent to receive electronic delivery of Communications will be effective immediately and will remain in effect unless you revoke it. Any Communication received prior to processing of a revocation shall continue to be valid and effective.

- 18.2.3. In order to receive electronic deliveries, you must have access to a computer or mobile device with internet access, a valid email address, and the ability to download such applications as RHEC may specify and to which you have access.

- 18.2.4. By entering into this Agreement, you agree (i) to all conditions outlined above with respect to electronic delivery of any Communication, and (ii) that you have carefully read the above information regarding informed consent to electronic delivery.

- 18.3. The primary methods of communicating about your Account include (i) posting on the Website or providing information via the App (including any alerts that a Communication has been posted to the Platform and is available for viewing), (ii) sending emails to your email address of record, or (iii) to the extent required by applicable law, providing you with notice(s) that will direct you to the App or the Website. Unless otherwise required by applicable law, RHEC and its affiliates reserve the right to post Communications on the App or Website without providing notice to you. Further, RHEC and its affiliates reserve the right to send Communications to your postal or email address of record or via the App or Website. You agree that all Communications provided to you in any of the foregoing

matters is considered delivered to you personally when sent or posted on the Platform, whether you receive it or not.

- 18.4. All email notifications regarding Communications will be sent to your email address of record. You agree to maintain the email address you have provided to RHEC until you provide a new one, and you agree to immediately notify RHEC of a change in your email address. Email messages may fail to transmit promptly or properly, including being delivered to a spam folder. It is your sole responsibility to ensure that any email from RHEC or its affiliates are not marked as spam. Regardless of whether or not you receive an email notification, you agree to check the Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication.
- 18.5. The Internet is not a secure network, and communications transmitted over the Internet may be accessed by unauthorised or unintended third parties. You agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also agree to hold RHEC and its affiliates, and their respective officers and employees harmless for any such access provided that RHEC or its affiliates are not in any way responsible for providing.

19. Assignment.

- 19.1. RHEC may, at any time, assign, or transfer any of their rights or obligations under this Agreement and all or any of the functions under this Agreement to a third party.
- 19.2. If you object to any assignment made under this Section, you may terminate this Agreement with immediate effect by providing RHEC with written notice.
- 19.3. This Agreement shall bind your heirs, assigns, executors, successors, conservators, and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining RHEC's prior written consent.

20. Amendment.

- 20.1. RHEC may from time to time change or supplement this Agreement at any time by posting the revised Agreement on the Platform or by providing a copy of it to you. The revised Agreement shall, where lawful, be effective as of the time it is posted on the Platform or provided to you (unless we state otherwise). You will be deemed to accept and agree to the changes if you continue to use the Services after the publication of any changes. You agree that any notification of amendments in the manner as aforesaid shall be sufficient notice to you, and your continued access and/or use of the Services shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised Agreement. If you do not agree with any such modification, you should close your Account and cease using the Services.
- 20.2. Copies of the most up-to-date version of the Agreement will be made available on the Platform at all times.
- 20.3. In the following circumstances, you may receive notice of a change to this Agreement that will have immediate effect:

- 20.3.1. where the changes are to reflect any significant changes in applicable law or a decision by an ombudsman, court, regulator, or similar industry body;
- 20.3.2. to change contact details;
- 20.3.3. to correct mistakes or oversights in the Agreement (provided that any correction would not be detrimental to your rights);
- 20.3.4. to reflect reductions in costs associated with providing services to you;
- 20.3.5. to provide for the introduction of new systems, services, procedures, processes, changes in technology and products (provided that any change would not be detrimental to your rights); or
- 20.3.6. to make the Agreement more favourable to you.

21. Remedies.

- 21.1. No failure to exercise or delay in exercising any right or remedy under this Agreement will constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Agreement will preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 21.2. The exercise of any right or remedy under this Agreement will not preclude RHEC from exercising that right or remedy again (or in full if it was previously only exercised in part) or from exercising any other right or remedy RHEC has under this Agreement, or any other agreement in place between you and RHEC, or otherwise. RHEC's rights and remedies under this Agreement are not exclusive of any provided by law or otherwise.

22. Marketing and Promotional Programs.

- 22.1. You understand all promotions which RHEC offers will have specific terms and conditions which apply to that promotion. RHEC can change, or stop providing a promotion, in accordance with the terms and conditions of that promotion. Further, you understand that any such promotions may have significant limitations on eligibility or rewards.

23. Third Party Information; Educational Content.

- 23.1. RHEC or its affiliates may make available certain content or information which may include market prices for cryptocurrencies, quotes from Market Actors, news, articles, commentary, research, links to outside websites, and other information accessible through the Platform (collectively, "Third Party Information"). Third Party Information may be prepared by third parties and independent external providers not affiliated with RHEC or any affiliates. If Third Party Information is provided or made available to you, this does not grant you any rights over or in the Third Party Information. You may not and agree that you will not distribute, reproduce, sell, or otherwise commercially use the Third Party Information in any manner. RHEC may terminate your access to the Third Party Information at any time.

- 23.2. Third Party Information, including any pricing and other market information that RHEC makes available, may appear and be used with a time delay. Third Party Information is provided or made available on an “as is” and on an “as available” basis and should not be considered as any form of advice or recommendation for you or your Account. Your use of any Third Party Information is at your own risk. We do not make any warranty of any kind, express or implied, regarding the Third Party Information or the accuracy, completeness, timeliness, or otherwise of the Third Party Information.
- 23.3. Any views expressed in Third Party Information are not the views of RHEC and its affiliates. RHEC and its affiliates are not responsible for any third-party website or anything contained on or connected with any third-party website.
- 23.4. RHEC may make available through the Services an estimated Euro equivalent value of various Cryptocurrencies, including an estimated value of the Cryptocurrencies held in your Account. Because the price of Cryptocurrencies can change rapidly (which may be unexpected and extreme at times), the estimated Euro value will also change even if the number of Cryptocurrencies in your Account remain the same. RHEC will use market data received from third parties to calculate these value estimates.
- 23.5. RHEC may choose to provide you with educational content about cryptocurrencies. The topics covered may include general insights and research, and educational materials. This information is not tailored to individual users and is not provided based on your specific financial, investment, tax, legal or educational circumstances or needs. This information is not, is not intended to be and should not be considered financial, investment, tax, legal or trading advice or a recommendation of any kind.

24. Force Majeure.

- 24.1. RHEC will not be liable for any losses you may suffer directly or indirectly because of or resulting directly or indirectly from anything beyond RHEC’s reasonable control to prevent, including, without limitation, war, insurrection, riots, civil or military conflict, sabotage, acts of terrorism, labour unrest, strike, lock-out, earthquakes, hurricanes, fire, water damage, acts of God, accident, explosion, mechanical breakdown, failure of interconnecting and operating systems, computer viruses, cyber attack, forces of nature, disease, epidemics or pandemics, labour disputes, and armed conflicts, computer or system failure, failure or malfunction of equipment, communications, or media, interruption of power supplies, any change of law, currency restrictions, devaluations and exchange rate fluctuations, market conditions or infrastructure affecting the execution or settlement of transactions or the value of assets, or the failure of a relevant exchange, counterparty, clearing house, broker, banker or custodian to perform for any reason.

25. Governing Law and Dispute Resolution

- 25.1. Where the parties agree, any contractual disputes may be resolved by voluntary arbitration. Arbitration is where an independent third party considers the facts of the dispute and takes a decision that is binding on one or both parties. Nothing in this subsection will affect your right to bring legal proceedings in accordance with the subsection below.

- 25.2. This Agreement (and any non-contractual obligations arising out of or in connection with them) is governed by and interpreted in accordance with the laws of England and Wales. You can bring legal proceedings in respect of this Agreement in the English courts. In the event of any conflict between this Agreement and any applicable law, the applicable law shall prevail.

26. Event of Death.

- 26.1. It is agreed that in the event of your death, the representative of your estate shall, within a reasonable timeframe, give RHEC written notice of your death, and RHEC may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in your Account as RHEC may deem advisable to protect themselves, respectively, against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of your death, all open orders shall be cancelled, but RHEC shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, RHEC may in their discretion close out your Account in accordance with the terms of this Agreement without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. Your estate shall be liable for any net debit balance or loss in your Account in any way resulting from the completion of transactions initiated prior to the receipt by RHEC of the written notice of the death of the decedent or incurred in the liquidation of the Account and for all other obligations pursuant to this Agreement. Such notice shall not affect RHEC's rights under this Agreement to take any action that they could have taken if you had not died.

27. Unclaimed Property; Dormant Accounts

- 27.1. Dormant Accounts; Unclaimed Property. If your Account is inactive or dormant for an extended amount of time, you understand and acknowledge that RHEC may be required to report any remaining amounts in your Account as unclaimed property in accordance with applicable unclaimed property and escheat laws. In such an event, you understand and acknowledge that RHEC will provide you with notice as required by applicable law and will treat such amounts in accordance with the applicable unclaimed property and escheat laws as required. The applicable governmental entity may require RHC to liquidate any Cryptocurrency in your Account into fiat currency and turn over the resulting fiat currency to the governmental entity. You agree that RHEC will not have any responsibility or liability for any losses, unrealized gains, damages, expenses, or other harm that you may incur in connection with RHEC turning over Cryptocurrency to the applicable governmental entity or RHEC's liquidation of the Cryptocurrency.

28. Miscellaneous.

- 28.1. The heading of each provision in this Agreement is for descriptive purposes only and will not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." When a reference is made in this Agreement to

a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The word “or,” when used in this Agreement, has the inclusive meaning represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires, words using the singular or plural number also include the plural or singular number, respectively. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. Any references to “days” in this Agreement are calendar days unless indicated otherwise.

- 28.2. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.
- 28.3. RHEC’s failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on such entities’ parts to exercise any power or right given to them in this Agreement, or a continued course of such conduct on either of these entities’ parts, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to RHEC in this Agreement are cumulative and not exclusive of any other rights or remedies to which either or both such entity is entitled.
- 28.4. The products and services described on the Website are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

Appendix 1: Crypto Risk Disclosure

1. **By Using the Services, you accept the risks of buying, selling and holding Cryptocurrencies.** Investing in, buying, and selling Cryptocurrencies presents a variety of risks that are not presented by investing in, buying, and selling products in other, more traditional asset classes. You acknowledge that (i) you are solely responsible for understanding and accepting the risks involved in investing in, buying, and selling cryptocurrencies, (ii) subject to the terms of this Agreement, RHEC has no control or influence over such risks, and (iii) RHEC shall not be liable for any loss in value of cryptocurrencies that occurs in connection, directly or indirectly, with these risks or for the loss or theft of cryptocurrencies from third party venues used by RHEC for trading.
2. **Cryptocurrency Values can Fluctuate Quickly and Materially.** You understand that the value of cryptocurrencies and any unsupported forked cryptocurrency can fluctuate substantially, which may result in a significant or total loss of the value of the assets held in your Account or any unsupported forked forked cryptocurrency. You agree that RHEC will not be liable for any loss in value of the cryptocurrencies or unsupported forked cryptocurrencies at any time. Without limiting the foregoing, you understand that particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any cryptocurrency, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the cryptocurrency Trading Services at the time of your order or trade.

3. **Access to Cryptocurrency Supplies May be Limited.** The supply of cryptocurrencies available to RHEC to provide to you through trade orders and the ability of RHEC to deliver cryptocurrencies depends on third party providers that are outside of RHEC's control. Under certain market conditions, you may find it difficult or impossible to liquidate a position, such as where the market reaches a daily price fluctuation limit or where there is insufficient liquidity in the market. Further, RHEC does not own or control any of the protocols that are used in connection with cryptocurrencies and their related networks, including those resulting from a fork. Accordingly, RHEC disclaims all liability relating to such protocols and any change in the value of any cryptocurrencies (whether Forked Assets or not), or any cryptocurrencies, and makes no guarantees regarding the security, functionality, or availability of such protocols or networks. You accept all risks associated with the use of the services to conduct transactions, including risks in connection with the failure of hardware, software and internet connections.
4. **Your investment in cryptocurrencies is not protected by any government insurance, government compensation scheme, or by any private insurance purchased by RHEC.**
5. **Additional Risks.** Additional risks of investing in cryptocurrencies include, but are not limited to, the following:
 - 5.1. Cryptocurrencies are not legal tender, operate without central authority or banks, and are not backed by any government.
 - 5.2. Cryptocurrencies are a new technological innovation with a limited history and are a highly speculative asset class, and as such, have in the past experienced, and are likely in the future to continue to experience, high volatility, including periods of extreme volatility. The volatility and unpredictability of the price of cryptocurrencies relative to fiat currency may result in significant loss over a short period of time.
 - 5.3. Cryptocurrencies are virtual products, they may become delisted or unsupported at any time, which means they may no longer be offered for sale or exchange on markets, and if this happens, the cryptocurrencies may become worthless.
 - 5.4. Cryptocurrencies could become subject to forks, and various types of cyberattacks, including a "51% Attack" or a "Replay Attack." The nature of cryptocurrencies may lead to an increased risk of fraud or cyberattack.
 - 5.5. Transactions in cryptocurrencies may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
 - 5.6. In your jurisdiction, RHEC may not be regulated as a financial institution.
 - 5.7. Trading platforms on which cryptocurrencies are traded, including exchanges that may be used by RHEC to support trade orders, may stop operating or shut down due to fraud, technical problems, hackers or malware, and these trading platforms may be more susceptible to fraud and security breaches than established, regulated exchanges for other products.
 - 5.8. The nature of cryptocurrency means that any technological difficulties experience by RHEC may prevent the access or use of a user's cryptocurrency.

- 5.9. Some cryptocurrency transactions shall be deemed to be made when recorded on the public ledger, which is not necessarily the date or time a user initiates a transaction.
- 5.10. The decentralized, open source protocol of the peer-to-peer computer network supporting a cryptocurrency could be affected by internet disruptions, fraud or cybersecurity attacks, and such network may not be adequately maintained and protected by its participants.
- 5.11. Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange and value of cryptocurrencies.
- 5.12. A cryptocurrency could decline in popularity, acceptance or use, thereby impairing its price and liquidity. The value of cryptocurrencies may be derived from the continued willingness of market participants to exchange fiat currency for cryptocurrencies, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future.