

# Self-Custody Wallet Licensing and User Agreement

**Last Updated: September 15, 2022**

Robinhood Non-Custodial Ltd. ("**RNCW**" or "**we**" or "**us**" or "**our**") makes available to users certain software including the self-custody digital wallet software (the "**Wallet**") made accessible via a web app and/or mobile user interface that enable interactions therewith (the "**App**"), and certain services enabled thereby (together with the Wallet and App, the "**Services**"). This Self-Custody Wallet Licensing and User Agreement (the "**Licensing Agreement**") is a binding legal document between you ("**you**" or "**your**") and us that governs your access to and use of the Services. Certain Services may be subject to additional terms and conditions ("**Supplemental Terms**"), which will be presented to you here or in connection with your use of such Services and are incorporated herein by reference (the Licensing Agreement together with any Supplemental Terms, the "**Agreement**"). In the event of a conflict between the Licensing Agreement and any Supplemental Terms, the Supplemental Terms will control solely to the extent of such conflict and solely in connection with the Service to which such Supplemental Terms apply.

## Agreement to Terms

By clicking "Accept," downloading or otherwise accessing the Wallet and/or the App, or otherwise using any or all of the Services, you acknowledge and agree that you have read, understand, and agree to be bound by this Agreement. You must agree to be bound by this Agreement in order to download the Wallet or access or use any other Services. This Agreement is binding as of the earlier of the date you (i) affirmatively accepted this Agreement; or (ii) accessed or used the Wallet or any of the Services.

**ARBITRATION NOTICE: THESE TERMS CONTAIN PROVISIONS GOVERNING HOW DISPUTES BETWEEN YOU AND RNCW WILL BE RESOLVED. AMONG OTHER THINGS, IT CONTAINS AN ARBITRATION CLAUSE FOR USERS IN CERTAIN JURISDICTIONS. IF YOU ARE A USER LOCATED IN THE UNITED STATES OR CANADA, YOU AGREE THAT, WITH LIMITED EXCEPTIONS, DISPUTES BETWEEN YOU AND RNCW WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION IN THE UNITED STATES OR CANADA AS APPLICABLE, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

License to Access and Use our Software

### **License to Wallet**

Subject to your ongoing compliance with this Agreement, RNCW hereby grants you a limited non-exclusive, non-transferable, non-sublicensable, personal, revocable license to register for, download, install and use one or more Wallets on a mobile device or computer that you own or control and to use such Wallet(s) solely for your own personal use. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Service as permitted by the Agreement, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

### **License to App**

Subject to your ongoing compliance with this Agreement, RNCW grants you a limited non-exclusive, non-transferable, non-sublicensable, personal revocable license to download, install and use a limited and reasonable number of copies of the App on a mobile device or computer that you own or control and to run such copies of the App solely for your own personal purposes. Furthermore, with respect to any Mobile App (as defined below) accessed through or downloaded from the Apple App Store, you will only use such Mobile App (a) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (b) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Mobile App accessed through or downloaded from the Google Play store, you may have additional license rights with respect to use of the Mobile App on a shared basis within your designated family group.

### **Access to Services**

Subject to this Agreement, RNCW grants you a limited right to access and use the Services in accordance with the terms hereof. Unless otherwise specified by RNCW in a separate license, your right to use any and all Services is subject to this Agreement.

The Services may include, without limitation, functionality that enables users to (i) link to and access (a) one or more Wallets and (b) third-party digital wallets owned or controlled by such users and compatible with the App and Services (each such wallet, a "Third-Party Wallet"); (ii) self-custody certain compatible digital assets; (iii) browse digital assets; (iv) link directly to third-party decentralized applications and decentralized exchanges

(collectively, "Dapp(s)"); (v) view publicly available transaction data and other information available on compatible blockchains; and (vi) access additional functionality as RNCW may make available from time to time.

**FOR THE AVOIDANCE OF DOUBT, RNCW IS NOT YOUR BROKER OR AN AGENT WITH RESPECT TO ANY TRANSACTION INITIATED USING THE SERVICES, DOES NOT STORE OR HAVE ACCESS TO OR CONTROL OVER ANY PRIVATE KEYS, PASSWORDS, DIGITAL ASSETS, OR OTHER PROPERTY OWNED BY YOU, AND IS NOT CAPABLE OF PERFORMING TRANSACTIONS OR SENDING TRANSACTION MESSAGES ON YOUR BEHALF. YOU CONTROL ALL TRANSACTIONS EFFECTED THROUGH YOUR USE OF THE SERVICES. ALL TRANSACTIONS RELATING TO THE SERVICES ARE EFFECTED AND RECORDED SOLELY THROUGH YOUR INTERACTIONS WITH THE APPLICABLE BLOCKCHAIN, WHICH IS NOT UNDER THE CONTROL OF, OR AFFILIATED WITH, RNCW.**

#### Reservation of Rights

You acknowledge and agree that RNCW and its licensors own and retain all rights, title, and interest, including all intellectual property rights, in and to the Services, including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship, and other tangible and intangible material and information pertaining thereto or included therein, and nothing in the Agreement shall preclude or restrict RNCW from using or exploiting any concepts, ideas, techniques or know-how of or related to the Services or otherwise arising in connection with RNCW's performance under the Agreement. Other than as expressly set forth in this Agreement, no licenses or other rights in or to the Services, including without limitation the App and Wallet, are granted to you and all such rights are hereby expressly reserved.

#### Updates; Restrictions

You understand that the Services are evolving. As a result, we may require you to accept updates to any of the Services that you have installed on your computer or mobile device. You acknowledge and agree that we may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services. Any future release, update or other addition to the Services shall be subject to this Agreement. Any unauthorized use of any Services terminates the licenses granted by us pursuant to this Agreement.

#### Who May Use the Services

##### Eligibility

You must be 18 years or older and not barred from using the Services under applicable law to use any Services. Without limiting the foregoing, you may not download the Wallet or App or otherwise use any Services if (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, or Syria or any other country subject to United States embargo, UN Security Council Resolutions (“**UNSCR**”), or if you are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List, or Entity List; or (2) you intend to supply any Services to Cuba, Iran, North Korea, or Syria or any other country subject to United States embargo (or a national or resident of one of these countries), or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, or Entity List.

You may not be an entity or an individual (1) named on, or located in a country or territory named on, an Office of Foreign Assets Control (“**OFAC**”) restricted party list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC sanctions programs, regardless of whether or not they appear on the OFAC Specially Designated and Blocked Persons List, or a (2) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

RNCW reserves the right, but has no obligation, to evaluate and determine whether you are eligible to use the Services, and monitor your use of the Services for continued eligibility. In the event that RNCW determines, in its reasonable discretion, that you are not eligible to use the Services, or your use of the Services may be in violation of any applicable laws or the Acceptable Use Policy (set forth below), RNCW reserves the right to terminate your access to and use of the App and any Services enabled thereby.

### **Registration**

You will be prompted by the App to generate a recovery phrase that allows you to access the Wallet (“Seed Phrase”). You are solely responsible for the retention and security of your Seed Phrase. Your Seed Phrase is the only way to access the Wallet. Anyone that has access to your Seed Phrase can access your Wallet and any cryptocurrency or other digital assets therein. If you lose your Seed Phrase, you will not be able to access your Wallet. You acknowledge that RNCW does not store and is not responsible in any way for the security of your Seed Phrase and you agree to hold RNCW *and/or its affiliates harmless and that RNCW and/or its affiliates shall not be liable in any way in the event you lose your Seed Phrase or for any other reason cannot access your Wallet.*

You agree that you won’t disclose your Wallet credentials to anyone. You are responsible for all activities that occur in your Wallet or in any Third-Party Wallet, or are otherwise referable to such wallet addresses, whether or not you know about them.

## User Agreement, Representations and Warranties

You agree that you will not: (i) buy, sell, rent, or lease access to a Wallet, the App, or any other Services without our prior written permission; (ii) attempt to use any Services after revocation by us; or (iii) access or try to access the Services through or in connection with unauthorized third party applications or clients, including without limitation unauthorized Third-Party Wallets.

As a condition of eligibility, when you create a Wallet, you hereby represent and warrant, to and for the benefit of RNCW and its affiliates, as follows:

**Authority.** You have all requisite capacity, power and authority to enter into and perform your obligations under this Agreement, including to access the Services as contemplated hereunder.

a. Due Execution. This Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with this Agreement.

b. Accuracy of Information. All information provided to RNCW by you, including without limitation, location or any geolocation information made available by you in connection with your use of the Wallet or any Services, is accurate and complete. None of you or any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) an entity or individual named on, or located in a country or territory named on, an OFAC list as provided at <http://www.treas.gov/ofac>, or any person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC Specially Designated and Blocked Persons List; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

c. Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in blockchain technology and matters relating to transactions involving the purchase and sale of digital assets and cryptocurrency. Additionally, you have conducted an independent investigation of the Services and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to use the Services, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally are evolving, and you have conducted an independent investigation of such potentially applicable legal

requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, RNCW and/or its affiliates, in determining to enter into this Agreement or otherwise use the Services.

d. Litigation. There is no legal proceeding pending that relates to your activities and/or *use relating to any digital asset, cryptocurrency trading and/or* other blockchain technology-related activities.

e. Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or cryptocurrency or other digital asset trading activities. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to cryptocurrency or other digital assets.

f. You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

## **Privacy Policy**

Please refer to our Robinhood Wallet Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information in accordance with our Privacy Policy.

## **Changes to this Agreement or any Services**

We may modify this Agreement at any time at our sole discretion. If we do so, we will post the modified Agreement on the Services or on our App. We may or may not provide you a notice through the App, or through other methods of communication which we deem reasonable, in our sole discretion. The modified Agreement will be effective at the time it is posted. Your continued use of the Wallet or any Services after any modification to the Agreement indicates your consent to be bound by such modified Agreement. It's important that you review the Agreement regularly. If you don't agree to be bound by the modified Agreement, then you may not use the Services and must delete any copy of the App and Wallet from any of your devices. You acknowledge and agree that we may

change or discontinue all or any part of the Services, at any time, with or without notice, in our sole discretion and without liability to you.

### **Content Ownership, Responsibility and Removal**

For purposes of this Agreement: (i) **"Content"** means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) **"User Content"** means any Content that users (including you) make available through the Services. Content includes without limitation User Content.

We do not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, RNCW and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

### **Rights in User Content Granted by You**

You grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, host, store, create derivative works of, broadcast, display, and perform the User Content that you upload, submit, store, send, or receive on the App or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services and developing and improving our other products and services. Additional information about your privacy and how we use User Content is available in the Robinhood Wallet Privacy Policy.

### **Feedback**

We welcome feedback, comments, ideas, and suggestions for improvements to the Wallet and/or Services (collectively, **"Feedback"**). You hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

### **Rights in Content Granted by RNCW**

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive,

non-transferable, non-sublicensable license to view, display, and make limited copies of the Content for your personal, non-commercial use solely in accordance with this Agreement.

### **Fees; Payment**

We may charge fees for some or part of the Services we make available to you ("**Fees**"). All pricing and payment terms for Fees will be as indicated on the Services at or before the point at which you incur such Fees. We reserve the right to change those Fees at our discretion before the point at which you incur any such Fees. You agree to pay all Fees incurred in your Wallet or any Third-Party Wallet.

Once you submit an order to initiate any transaction in any cryptocurrency through your Wallet or any Third-Party Wallet, your order is passed on through the Wallet to the underlying blockchain, which completes the transaction on your behalf. For the avoidance of doubt, such transaction does not take place on or through the Services or through RNCW or its affiliates.

You may incur charges from third parties ("**Third-Party Fees**") for network fees, known as a "gas" fee, in order to have the blockchain's validators apply a transaction message and record the results on the blockchain, resulting in a completed transaction, or for use of linked services. For example, you may be charged fees via the Dapps or other third party services, including without limitation third-party services made available by our affiliates, that you may access via the App. Third-Party Fees are not charged by RNCW and are not paid to RNCW.

### **Acceptable Use Policy**

You agree that you are solely responsible for your conduct while accessing or using the Services. You agree that you will abide by this Agreement and will not (and will not attempt to):

- a. Provide false or misleading information to RNCW;
- b. Use or attempt to use another user's Wallet or any Third-Party Wallet without authorization from such user;
- c. Store, transfer or transact in counterfeit digital assets;
- d. Pose as or impersonate any another person, including without limitation any employee or representative of RNCW;
- e. Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner,



that could damage, harm, or impair the Services;

- g. Reverse engineer any aspect of the Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Services;
- h. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Services pages or functionality;
- i. Collect or harvest data from our Services that would allow you to contact other users or use any such data to contact other users;
- j. Bypass or ignore instructions that control all automated access to the Services;
- k. Use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;
- l. Use the Services to carry out any illegal activities, or use any Wallet or Third-Party Wallet in connection with any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services;
- m. Use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to engage or transact in money transmission, securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions; or
- n. Use the Services to participate in fundraising for a business, protocol, or platform, in violation of the laws or regulations of your jurisdiction, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners any rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

### **Third-Party Properties**

The Services and App may contain links or other means of access to third-party services, Third-Party Wallets and/or Dapps (collectively, "**Third-Party Properties**"). The Services may enable you to access and interact with Dapps through or in connection with software provided by such Dapps. When using Third-Party Properties, you understand and agree that additional terms and conditions may apply, and you are solely responsible for compliance with the same. Any transactions undertaken by you in connection with any Third-Party Property (each, a "**Third-Party Transaction**") are solely between you and the applicable third party, and RNCW is not a party to and will have no liability to you in connection with any such Third-Party Transaction. We provide access to Third-Party

Properties only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of, the content, products or services on or accessible from those Third-Party Properties (including any related websites, resources or links displayed therein). We make no warranties or representations, express or implied, about any Third-Party Properties, the third parties by whom they are owned and operated, the information contained on such Third-Party Properties or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites, applications, or resources, including without limitation any Third-Party Transactions.

### **Terms applicable to the Mobile App.**

You acknowledge and agree that the availability of the mobile application (the "**Mobile App**") and the Services enabled thereby is dependent on the third party from whom you received the Mobile App license, e.g., the Apple App Store or Google Play (each, an "**App Store**"). You acknowledge that the Agreement is between you and RNCW and not with the App Store. RNCW, not the App Store, is solely responsible for the Services, including the Mobile App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Mobile App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the Mobile App. You agree to comply with, and your license to use the Mobile App is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using our Services, including the Mobile App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

The following applies to any Mobile App accessed through or downloaded from the Apple App Store:

- (a) You acknowledge and agree that (i) the Agreement is concluded between you and RNCW only, and not Apple, and (ii) RNCW, not Apple, is solely responsible for the Mobile App and content thereof. Your use of the Mobile App must comply with the Apple App Store Terms of Service.
- (b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App.
- (c) In the event of any failure of the Mobile App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Mobile App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty

obligation whatsoever with respect to the Mobile App. As between RNCW and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of RNCW.

(d) You and RNCW acknowledge that, as between RNCW and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile App or your possession and use of the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and RNCW acknowledge that, in the event of any third-party claim that the Mobile App or your possession and use of that Mobile App infringes that third party's intellectual property rights, as between RNCW and Apple, RNCW, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

(f) You and RNCW acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the Mobile App, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the Mobile App against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the Mobile App.

## **Investigations**

If RNCW becomes aware of any possible violations by you of this Agreement, RNCW reserves the right to investigate such violations. If, as a result of the investigation, RNCW believes that criminal activity may have occurred, RNCW reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. RNCW is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including User Content, in RNCW's possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that User Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of RNCW, its users, or the public, and all law enforcement or other government officials, as RNCW in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to such monitoring.

## **Release**

You hereby release and forever discharge RNCW and our affiliates, and our and our affiliates' officers, employees, agents, successors, and assigns (together, the "**RNCW Entities**") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including without limitation any interactions with, or act or omission of, other users or any Dapps or Third-Party Properties). YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW OR RULE IN YOUR JURISDICTION, IN CONNECTION WITH THE FOREGOING, WHICH STATES IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

### **Disclaimers**

THE SERVICES, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. RNCW (AND ITS SUPPLIERS, VENDORS AND PARTNERS) MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. RNCW DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICES OR ANY CONTENT CONTAINED THEREIN. RNCW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE OR THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. WHILE ROBINHOOD ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT SAFE, RNCW CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, CONTENT, OR ANY TOKENS LISTED ON OUR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

THE RNCW ENTITIES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICES. THE RNCW ENTITIES TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF DIGITAL ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; (V) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES; OR (VI) ANY USE OR MISUSE OF THE SERVICES BY YOU OR ANY THIRD PARTY.

FROM TIME TO TIME, RNCW MAY OFFER NEW "BETA" FEATURES OR TOOLS. SUCH FEATURES OR TOOLS ARE OFFERED "AS IS" AND WITH ALL FAULTS, SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT RNCW'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

DIGITAL ASSETS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN, AND NOT ON OR THROUGH THE SERVICES.

The RNCW Entities are not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains, or any other features of or inherent to any digital assets. The RNCW Entities are not responsible for casualties due to developers or representatives delay or failure to report any issues with any blockchain supporting your digital assets, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

### **Indemnity**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the RNCW Entities from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the Service, whether known or unknown, foreseen

or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Covered Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third-Party Properties, (iv) any Feedback you provide; or (v) your violation of this Agreement. You agree to promptly notify RNCW of any third-party Covered Claims and cooperate with the RNCW Entities in defending such Covered Claims. You further agree that the RNCW Entities shall have control of the defense or settlement of any third-party Covered Claims.

### **Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE RNCW ENTITIES BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE WALLET, THE APP, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR LOSS OF OR INABILITY TO RESTORE ACCESS FROM YOUR RECOVERY PHRASE, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY BLOCKCHAIN NETWORK, OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF ETHER OR ANY OTHER DIGITAL TOKEN OR DIGITAL ASSET ON ANY BLOCKCHAIN NETWORK. THE RNCW ENTITIES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, EVEN IF AN AUTHORIZED REPRESENTATIVE OF RNCW HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE RNCW ENTITIES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH THE APP, SITE OR SERVICES.

IN NO EVENT SHALL THE RNCW ENTITIES' TOTAL LIABILITY TO YOU HEREUNDER (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE GREATER OF (i) THE AMOUNT PAID BY YOU TO RNCW IN THE INCIDENT GIVING RISE TO THE CLAIM; (ii) ONE HUNDRED U.S. DOLLARS (\$100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION; OR (iii) THE REMEDY OR PENALTY IMPOSED BY THE

STATUTE UNDER WHICH SUCH CLAIM ARISES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE RNCW ENTITIES AND YOU.

## Dispute Resolution

### Governing Law, Forum and Venue

This Agreement and any action related thereto will be governed by the laws of the state of California in the United States, without regard to its conflict of laws provisions, If you are a user located in the United States or Canada, the terms in the "Special Arbitration Provision for United States or Canada Users" section below apply to you.

If you are not located in the United States or Canada, you agree that you will resolve any claim you have with us relating to, arising out of, or in any way in connection with this Agreement, us, or our Services (each, a "**Claim**," and together, "**Claims**") exclusively in the state courts located in the City and County of San Francisco, California, or federal court for the Northern District of California and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Claims.

### Special Arbitration Provision for United States or Canada Users

PLEASE READ THIS SECTION (THE "**ARBITRATION AGREEMENT**") CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

We will try to work in good faith to resolve any issue you have with the Wallet and Services if you bring that issue to our attention. However, we realize that there may be rare cases where we may not be able to resolve an issue to a user's satisfaction. If you have a dispute with us, you agree to resolve such dispute on an individual basis in accordance with the provisions set forth below.

**Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and RNCW agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any Communications you receive, any digital assets, services, or products sold or distributed through the Services, or the Agreement and prior versions of the Agreement, including claims and disputes that arose between us before the effective date of this Agreement (each, a "Dispute") will be

resolved by binding arbitration, rather than in court, except that: (1) you and RNCW may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or RNCW may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

**Informal Dispute Resolution.** There might be instances when a Dispute arises between you and RNCW. If that occurs, RNCW is committed to working with you to reach a reasonable resolution. You and RNCW agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and RNCW therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to RNCW that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [rhnc@robinhood.com](mailto:rhnc@robinhood.com) or regular mail to our offices located at PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands. The Notice must include: (1) your name, telephone number, mailing address, Wallet address ; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.



**Waiver of Jury Trial.** YOU AND RNCW HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and RNCW are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**Waiver of Class and Other Non-Individualized Relief.** YOU AND RNCW AGREE THAT, EXCEPT AS SPECIFIED IN THE SUBSECTION ENTITLED "BATCH ARBITRATION", EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and RNCW agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or RNCW from participating in a class-wide settlement of claims.

**Rules and Forum.** The Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and RNCW agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the

Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the Wallet address (if applicable); (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and RNCW otherwise agree, or the Batch Arbitration process discussed in the subsection entitled “Batch Arbitration” is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and RNCW agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

**Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under the

subsection entitled "Batch Arbitration" is triggered, the AAA will appoint the arbitrator for each batch.

**Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

**Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or RNCW need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and RNCW agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against RNCW by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by RNCW. You and RNCW agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. THIS BATCH ARBITRATION PROVISION SHALL IN NO WAY BE INTERPRETED AS AUTHORIZING A CLASS, COLLECTIVE AND/OR MASS ARBITRATION OR ACTION OF ANY KIND, OR ARBITRATION INVOLVING JOINT OR CONSOLIDATED CLAIMS UNDER ANY CIRCUMSTANCES, EXCEPT AS EXPRESSLY SET FORTH IN THIS PROVISION.

**30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Wallet address (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may

currently have, or may enter in the future, with us.

**Invalidity, Expiration.** Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with RNCW as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

**Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if RNCW makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to RNCW at PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands, your continued use of the Services, including the acceptance of products and services offered through the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any Communications you receive, any products sold or distributed through the Services, or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. RNCW will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

### **General Terms**

This Agreement constitutes the entire and exclusive understanding and agreement between RNCW and you regarding the Services, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between RNCW and you regarding the Services. If any provision of this Agreement is held invalid or unenforceable that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written

consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be void. We may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by us under this Agreement, including those regarding modifications to this Agreement, will be given by means of posting to the Services, the App and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we provide in connection with your use of the Services. You should maintain copies of Communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such Communications that we make to you.

### **Government Rights**

RNCW provides the Services, including any related software, data, and technology, for ultimate government end use solely in accordance with the following: The Services shall constitute "commercial" computer software. Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in the Agreement. These customary commercial licenses are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Customer-Side Application) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Customer-Side Application or Computer Customer-Side Application Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with RNCW to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

### **Force Majeure**

You understand and acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of third-party communication networks and facilities that are outside of RNCW's control, and thus RNCW will not be responsible for any delays, failures, or damages associated with the Services which result from any system delays, downtimes, interruptions or other failures of or problems with the Services which are outside of RNCW's control. We will not be deemed to be in breach of or liable for any breach of this Agreement or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, epidemic, pandemic, acts of governmental authorities and changes in federal, state or

local laws and regulations applicable to the provision of Services, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disaster.

**Our failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of RNCW. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to any other remedies, whether under this Agreement or otherwise.**

**This Agreement is written in English. Any translated version hereof is provided solely for your convenience. To the extent any translated version of this Agreement conflicts with the English version, the English version controls.**

Contact Information

Robinhood Non-Custodial Ltd.

PO Box 309, Ugland House,

Grand Cayman, KY1-1104, Cayman Islands