

Last Modified: May 18, 2017

Welcome to Gemini!

Welcome! Thanks for visiting Gemini, a digital asset exchange and custodian operated by and proprietary to Gemini Trust Company, LLC (d/b/a Gemini Exchange, LLC in select jurisdictions, including, DE, MA, ND, OR, SD, VA). By using Gemini, you (a “User,” regardless of whether you are an individual or institution) are agreeing to be legally bound by these terms (the “Agreement”), so please read them carefully. If any term in this Agreement is unacceptable to you, please do not visit, access or use Gemini. Use of the words “we,” or “our” in this Agreement refer to Gemini Trust Company, LLC and any or all of its affiliates.

General Terms of Service

In order to use Gemini, you must first become a “Qualified User” by successfully providing the required identification information pursuant to our Bank Secrecy Act (“BSA”) and Anti-Money Laundering (“AML”) Compliance Program (“BSA/AML Program”). By visiting, accessing or using Gemini, you have indicated that you are at least eighteen (18) years old, have the legal capacity to accept this Agreement and to agree to be bound by it in its entirety. Feel free to print and keep a copy of this Agreement, but please understand that we reserve the right to change any of these terms at any time. But don’t worry, you have the right to receive prior notice of any material changes and you can always find the latest version of this Agreement here on this page. You will be asked to agree to the revised User Agreement prior to accessing Gemini and your use of Gemini following any update to this Agreement is considered to be your acceptance of any such changes. You should, therefore, read this Agreement from time to time. If you do not agree to be bound by this Agreement, you should not visit, access or use Gemini.

Digital Assets

As used herein, “Digital Asset” means a digital asset (also called a “cryptocurrency,” “virtual currency,” “digital currency,” or “digital commodity”), such as bitcoin or ether, which is based on the cryptographic protocol of a computer network that may be (i) centralized or decentralized, (ii) closed or open-source, and (iii) used as a medium of exchange and/or store of value.

Gemini does not sell or issue to its Users any Digital Assets, but rather provides an exchange whereby Qualified Users (as defined below) may buy, sell, exchange or trade Digital Assets. All Digital Assets exchanged or traded by and between our Qualified Users originate from the Qualified Users themselves.

Qualified Users

Only Qualified Users can buy and sell Digital Assets in exchange for fiat currency on Gemini. If you are a Qualified User and you would like to provide access to your account to another individual or entity, this individual or entity must also provide the required identification information pursuant to, and be cleared by, our BSA/AML Program. ***You agree that you will not allow anyone who has not been cleared by our BSA/AML Program to access your accounts at Gemini.*** Subject to the our BSA/AML Program, (i) a Qualified User’s spouse or domestic partner may create a User Account (as defined below) that will link to the same Gemini Account (as defined below) and (ii) a Gemini Account may be opened on behalf of an institution by an owner and/or designated representative of said institution. By doing so, you warrant and agree that you are an owner and/or designated representative of said institution and you must qualify as a Qualified User in order to set up your institution’s Gemini Account. You hereby authorize us, directly or through our third party service providers, to take any measures that we consider necessary to verify your identity, confirm the information you submit about your linked bank account and to take any action we deem necessary based on the results. To the extent that you would like more information on becoming a Qualified User, or adding another Qualified User to your account, please send an email to compliance@gemini.com.

Your Accounts

Once you become a Qualified User, in order to access Gemini, you must set up a registered account (“User Account”) that is associated with a Gemini account (“Gemini Account”). Each Gemini Account will have two or more sub accounts including:

- (i) a fiat currency account (“Fiat Account”) that holds funds denominated in fiat currency; and

- (ii) a Digital Asset account (“Digital Asset Account”) that holds Digital Assets.

Access to each Gemini Account is limited solely to the individuals or entities that registered the associated User accounts and the authorized designees of these individuals and entities. ***You agree that you will not permit anyone access to your User Account, except as described herein, as permitting access to its associated Gemini Account may violate federal and state laws.***

We will provide each Qualified User with email confirmations of all deposits into or withdrawals from such Qualified User’s Fiat Account(s) and/or Digital Asset Account(s). Certain deposit or withdrawal requests for both Digital Assets and fiat currency may not be processed outside of normal banking hours. We typically process deposits and withdrawals within one (1) business day.

Compliance

Our BSA/AML Program is guided by the BSA, specifically, the AML and Counter-Terrorist Financing (“CTF”) provisions, as mandated by U.S. federal law, the USA PATRIOT Act of 2001 (“Patriot Act”), and any other rules and regulations regarding AML and CTF. These standards are designed to prevent the use of Gemini to aid money laundering or terrorist financing activities. We take compliance very seriously and it is our policy to take all necessary steps to prohibit fraudulent transactions, report suspicious activities and actively engage in the prevention of money laundering and related acts that facilitate money laundering, terrorist financing or any other financial crimes.

In the event that we reasonably suspect that your Gemini Account and/or User Account is in breach of any BSA/AML/CTF compliance provisions, you agree that we have the right to suspend your Gemini Account, User Account and access to Gemini, until we have conducted an investigation. Should your User Account or *any other account* registered to or associated with the same Gemini Account be proven to be in breach of any such

provision, you agree that we have the right to close your User Account.

In the event that you are the owner and/or designated representative of a Gemini Account that is or has *any associated account* we reasonably suspect of being in breach of any BSA/AML/CTF compliance provision, you agree that we have the right to suspend the associated Gemini Account, all its associated accounts, and your access to Gemini, until a proper investigation has taken place. Should this Gemini Account or *any associated account* be proven to be in breach of any such provision, we will terminate your Gemini Account and all of its associated accounts and we will return all assets to you, as described in “Account Suspension, Termination and Cancellation.” You agree, however, that to the extent required by law or other lawful directive, we may hold all assets in your Gemini Account and/or deliver any and all funds in the Fiat Account and/or Digital Asset Account associated with this Gemini Account to the appropriate authorities.

Please also note that Section 326 of the USA PATRIOT ACT requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This federal requirement applies to all new Users. This information is used to assist the United States government in the fight against the funding of terrorism and money-laundering activities.

What this means to you: when each person opens a Gemini Account and/or a User Account, we will ask each person for his or her name, physical address, mailing address, date of birth, and other information that will allow us to identify him or her.

Our BSA/AML Program also focuses on the detection and prevention of fraudulent activity in the following ways:

- a. Identification and assessment of fraud-related risk areas;
- b. Procedures and controls to protect against identified risks;
- c. Allocation of responsibility for monitoring risks; and
- d. Procedures for the periodic evaluation of revision of the anti-fraud procedures, controls and monitoring mechanisms.

Background Checks

In furtherance of our BSA/AML Program, we reserve the right to require each Qualified User to provide additional information to us, our officers, employees or designees or undergo a background check prior to being authorized as one of our Qualified Users or at any point thereafter in accordance with applicable laws.

Authorized Access to Gemini and Security

Once we approve your User Account and its associated Gemini Account, you will be provided online access to Gemini based on your User Account login credentials and required additional layers of authentication.

We require multi-factor authentication to keep you and your accounts safe and secure. As a result, ***you must always use at least two (2) forms of authentication when accessing your User Account and performing certain account operations.*** Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through short message service (“SMS”) or a specified and supported two-factor authentication (“2FA”) application. If you choose to install and use a 2FA application on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so ***at your own risk***. This includes, but is not limited to, a “rooted” (Android) or “jailbroken” (iOS) device. We reserve the right in our sole discretion to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. We may provide your 2FA data to a third party service provider in order to help us authenticate you.

Your User Account login credentials and forms of multi-factor authentication, where applicable, have been chosen by you and allow you to access Gemini and the services we provide. ***You, therefore, agree to keep your User Account login credentials and forms of multi-factor authentication confidential and separate from each other, as well as separate from any other information or documents relating to the associated Gemini Account.*** You also agree to be solely responsible for maintaining the security of your User Account login credentials and forms of multi-factor authentication. ***Unfortunately, we cannot be responsible for any unauthorized use of your User Account or any other accounts associated with the same Gemini Account.***

Email Address Communication

You understand and agree that all communication with you will be via electronic communication, that we consider the email address you have provided to be your primary means for electronic communication and we will use this email address to provide you with account-related notices and Order Receipts. We may also use this email address for other communications, including notices regarding this Agreement, your User Account, and the associated Gemini Account. ***To ensure that you receive all of our communications, you agree to keep your email address up-to-date and notify us immediately if there are any changes.*** Delivery of any notice to the email address on record with your User Account or the associated Gemini Account will be considered valid. If any email is returned as undeliverable, we retain the right to block access to your User Account and the associated Gemini Account until you provide and confirm a new email address.

Exchange Ledger

Gemini maintains a private exchange ledger (the “Exchange Ledger”) to track a Qualified User’s ownership of (i) fiat currency reflected in the associated Fiat Account and (ii) Digital Assets reflected in the associated Digital Asset Account. The account amounts listed in the Exchange Ledger shall correspond to funds stored in one or more pooled Digital Asset accounts or one or more omnibus fiat accounts. The Exchange Ledger enables immediate settlement of sale or purchase transactions when the transacting accounts contain sufficient funds. Accordingly, entries in the Exchange Ledger are not publicly disclosed nor broadcast to a given block chain. Only transfers of Digital Assets from your private wallet into your Digital Asset Account, or withdrawals of Digital Assets from your Digital Asset Account to your private wallet, will be confirmed and visible on a given block chain.

Orders and Settlement

Gemini allows Qualified Users to set limit orders to buy or sell Digital Assets at a given price, a record of which offers are maintained in Gemini’s order book. When Gemini’s trading engine matches buy and sell offers on our order book, we record the trade on the Exchange Ledger, effectively transferring ownership of the seller’s traded Digital Assets to the buyer.

All buy transactions are purchases of Digital Assets with fiat currency that settle immediately from a pre-funded Fiat Account and are recorded on our Exchange Ledger. All sell transactions are sales of Digital Assets for fiat currency that settle immediately from a pre-funded Digital Asset Account and are recorded on our Exchange Ledger. There is no margin trading, options trading, or shorting offered on Gemini at this time.

When a Qualified User enters a limit order on Gemini to **sell** Digital Assets, the full amount of the Digital Assets offered for sale will be placed on hold in the associated Digital Asset Account and any associated fees in fiat currency will be deducted by Gemini from the sale proceeds. Until the sell order fills, expires or is canceled, the amount of Digital Assets being offered for sale will not be available to be used for any other purpose, including other sell orders or withdrawals. For partially filled sell orders, the unfilled portion of Digital Assets offered for sale will remain on hold until the remaining sell order is filled, expires or is canceled. ***You agree that it is your responsibility to cancel any sell order (or part of any sell order) that you do not want filled.*** If you submit a sell order and you have the Digital Assets available in your Digital Asset Account, you understand that you may not be able to cancel this sell order prior to it filling (in whole or in part) and that we will not be liable to you for the completion of an Order after you have submitted a cancellation request. Any limit or market sell order that exceeds the amount of available Digital Assets in the associated Digital Asset Account will be rejected.

Prior to the submission of any **sell** order, we will provide you with the opportunity to review the following information:

- a. The number of Digital Assets proposed to be sold;
- b. The gross sale proceeds of your sell order;
- c. Any Fees or other charges associated with your sell order;
- d. The net sale proceeds to be transferred into your Fiat Account; and
- e. A notification that, once submitted, your sell order may not be cancelable or otherwise undone.

You will also receive an email confirming any completed sell orders as well as partially filled sell orders, if applicable.

When a Qualified User enters a limit order on Gemini to **buy** Digital Assets, the full amount of the purchase price and any associated fees in fiat currency will be placed on

hold in the associated Fiat Account. Until the buy order fills, expires or is canceled, the full amount of fiat currency required to fulfill the buy order will not be available to be used for any other purpose, including other buy orders or withdrawals. For partially filled buy orders, the value of the unfilled portion of fiat currency required for purchase (and to cover any associated fees) will remain on hold until the remaining buy order is filled, expires or is canceled. ***You agree that it is your responsibility to cancel any buy order (or part of any buy order) that you do not want filled.*** If you enter a buy order and you have the fiat currency (including any associated fees in fiat currency) available in your Fiat Account, you understand that you may not be able to cancel this buy order prior to it filling (in whole or in part) and that we will not be liable to you for the completion of your buy order after you have submitted a cancellation request. Any limit or market buy order that exceeds the amount of available fiat currency in the associated Fiat Account will be rejected.

Prior to the submission of any **buy** order, we will provide you with the opportunity to review the following information:

- a. The number of Digital Assets proposed to be purchased;
- b. The gross purchase price of your buy order;
- c. Any fees or other charges associated with your buy order;
- d. The net purchase proceeds to be transferred into your Digital Asset Account; and
- e. A notification that, once entered, your buy order may not be cancelable or otherwise undone.

You will also receive an email confirming any completed buy orders as well as partially filled buy orders, as applicable.

PLEASE NOTE: *In an effort to maintain an orderly market, we will automatically cancel any remaining portion of any order that changes the best bid or best offer on a given order book by more than twenty percent (20%) in either direction or is otherwise clearly erroneous.*

Exchange Operations

Orders you place on Gemini during regular operation will normally be executed if the market price is at a point within the limits of your Order. However, we do not guarantee

that your Order will be filled even if the market price was within your limit at the time such Order was placed or was otherwise open. Orders you place on Gemini during planned or unplanned downtime (“Downtime”) will be processed on a commercially reasonable efforts basis once we resume operations. Gemini reserves the right to reject or cancel Orders made and/or pending during Downtime. Certain deposit or withdrawal requests for both Digital Assets and fiat currency may not be processed outside of normal banking hours.

Orders may be subject to, and Gemini shall have no liability for, delays, difficulties, and/or conditions affecting transmission or execution of Orders over which Gemini has no control, including, but not limited to, mechanical or electronic failure or market congestion.

We reserve the right to require all Orders to pass automated compliance checks. If your Order is flagged for review by any of these checks or if it meets certain defined criteria, it may require our manual review and approval. We will use commercially reasonable efforts to review such Orders on a timely basis, but we are not liable for any delays. If at any time you are in any doubt about the status of your Order you can view your Order status on Gemini. We may cancel any Order flagged for review that is not approved manually.

We may require you to confirm your Order request via telephone or by other forms of authentication prior to execution if it is deemed suspicious.

Order Receipts

We will provide you with email receipts (“Order Receipts”) for all completed and partially completed Orders, which will contain the following information:

- a. The type, value, transaction ID, date and time of the transaction;
- b. The Fee charged;
- c. Statement that you have three (3) business days from the date of the consummation of the Order to dispute any such Order; and
- d. Contact information (including a phone number) for Gemini should you have any questions, need to register a complaint or claim that the Order was not authorized

(subject to applicable limits described herein).

Gemini will maintain records of all account transactions for a minimum of seven (7) years, and will make additional electronic copies available to you upon request.

All of your Orders shall be deemed and treated as authorized and correct as ratified and confirmed by you unless we receive written notice to the contrary within three (3) business days from the date of the consummation of the disputed Order or request. ***It is your sole responsibility to review your Order history and Order Receipts on a regular basis in order to meet the period set forth above.***

Order Fee Schedule

Gemini's current fee schedule ("Fee Schedule") can be found [here](https://gemini.com/fee-schedule/) (See <https://gemini.com/fee-schedule/>).

The Fee Schedule is hereby incorporated by reference and your acceptance of the terms of this Agreement is considered to be your acceptance of any such Fee Schedule. We reserve the right to change, modify or increase our Fee Schedule at any time. Any change to the Fee Schedule, including adjustments to any of the tiers or rates, will be posted no fewer than three (3) calendar days before changes are to take effect and no changes will be in effect for fewer than thirty (30) calendar days. Your use of Gemini following any update to our Fee Schedule is considered to be your acceptance of any such changes.

You agree to pay all fees associated with or incurred by your Gemini Account, the Orders you enter into, and the services you receive ("Fees".

Transfer Fee Schedule

Gemini's current transfer fee schedule ("Transfer Fee Schedule") can be found [here](https://gemini.com/transfer-fees/) (See <https://gemini.com/transfer-fees/>).

Any change to our Transfer Fee Schedule, will be posted no fewer than three (3) calendar days before changes are to take effect and no changes will be in effect for fewer than thirty (30) calendar days. The Transfer Fee Schedule is hereby incorporated by reference and your acceptance of the terms of this Agreement is considered to be

your acceptance of our Transfer Fee Schedule.

Applicable Rules and Regulations for Transactions

All of your Orders or requests that are facilitated by Gemini, Gemini Trust Company, LLC or its managers, directors, officers, employees, consultants, agents, advisors, financial institutions with which we work, licensors, licensees, or its or their affiliates (collectively, the “Gemini Parties”) shall be subject to all laws, regulations, and rules of any applicable governmental or regulatory authority, including but not limited to, money service business regulations under FinCEN, the Bank Secrecy Act, AML/CTF provisions as mandated by U.S. federal law and any other rules and regulations regarding AML/CTF and the New York State Department of Financial Services. As such, legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange, and value of your Digital Assets.

Funding and Withdrawals

We will not accept fiat funds on your behalf from a third party. ***All fiat fund deposits via bank wire or automatic clearing house (ACH) transfer to a Fiat Account will only be accepted from a bank account that has been approved by our BSA/AML Program (each, a “User Bank Account”). We will advise you of your daily ACH transfer limit, which will be determined by the Gemini compliance team (“Gemini Compliance”).***

All fiat currency withdrawals via bank wire or ACH transfer from a Fiat Account can only be transferred to a User Bank Account. The initiation of a withdrawal via bank wire or ACH transfer from a Fiat Account using valid User Account login credentials and required forms of multi-factor authentication will be deemed to be an authorization for Gemini to complete any such withdrawal to a User Bank Account.

You will be able to view the balances in your Fiat Account and Digital Asset Account (including any pending transactions and recent activities) at all times during normal Gemini operations.

In certain situations, fiat currency deposits/withdrawals and/or Digital Asset withdrawals may be delayed by up to three (3) to five (5) business days in connection with planned or unplanned maintenance or downtime.

Instant ACH Deposit

We may offer Instant ACH deposits (“Instant ACH”) for select users. If you choose Instant ACH, funds you deposit using this method will be available for trading immediately in your Fiat Account. If, however, you make a purchase before your deposit fully clears (typically within 4-5 business days), your balance available to withdraw (“Available to Withdraw”) might drop below \$0, which will prevent you from withdrawing any funds from your Gemini Account until you either:

- a. Wait for your Instant ACH deposit to fully clear;
- b. Execute a sell order to bring your Available to Withdraw balance above \$0; or
- c. Deposit additional funds via wire transfer.

Once your deposit fully clears, you will be able to withdraw these deposited funds and any Digital Assets purchased with these funds — Please note funds may take up to four (4) to (5) business days to fully clear before you can withdrawal.

Source of Funds

You agree, represent and warrant that no funds presently in a Fiat Account or Digital Account associated with your Gemini Account, or funds exchanged or to be exchanged by you in the future on Gemini are the direct or indirect proceeds of any criminal or fraudulent activity.

Any Digital Assets that we receive from a sender that is not a User, or otherwise are unauthorized or sent inadvertently will be dealt with within ninety (90) days of discovery. We reserve the right to investigate the source of such funds and determine how to handle their disposition in our sole discretion. Following our review of such funds and the circumstances by which we received them, if we determine that you are not the owner or custodian of such funds, we reserve the right to send some or all of such funds to a charity of our choosing.

Custody of User Digital Assets

The Digital Assets reflected in your Digital Asset Account will be held in one or more pooled digital wallets controlled and secured by Gemini. You will have a beneficial ownership interest in the Digital Assets allocated to you on our Exchange Ledger. Gemini is a fiduciary and acts as a custodian of your Digital Assets and holds your Digital Assets in trust before, during and after a trade, as applicable.

Digital Asset Network Protocols

By using Gemini, you acknowledge and agree (i) that we are not responsible for operation of and the underlying protocols related to a Digital Asset network (“Digital Asset Network”) and that we make no guarantee of a Digital Asset Network’s functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (i.e., “hard fork”), and that such hard forks may materially affect the value and/or function of a Digital Asset you may store with us. In the event of a hard fork, you agree that we may temporarily suspend operations (with or without advance notice) and that we may, in our sole discretion, based on commercially reasonable efforts, either (a) configure or reconfigure our systems or (b) decide not to support (or cease supporting) a forked protocol entirely; provided, however, that you will have an opportunity to withdraw your Digital Assets from Gemini. You acknowledge and agree that we assume absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

Fiduciary For User Fiat Currency

Gemini is a fiduciary and will hold the fiat currency reflected in your Fiat Account in one or more omnibus bank accounts (“Omnibus Accounts”) at FDIC-insured depository institutions with which we have agreements (each, a “Bank”). Each Omnibus Account is (i) legally distinct from our transaction and business accounts and (ii) established specifically for your benefit and recorded on our Exchange Ledger. ***Cash balances held in your Fiat Account will not be treated as general assets of Gemini.*** Each Omnibus Account will be maintained by Gemini with the intention that the deposits in such accounts are eligible for “pass-through” deposit insurance, subject to applicable limitations, including the Standard Maximum Deposit Insurance Amount per FDIC regulations. When fiat currency related to your Fiat Account is (i) not U.S. Dollars and/or (ii) held in one or more omnibus bank accounts opened at a depository institution located outside the United States, such deposits may not be subject to deposit insurance protection.

Notice for U.K. Users: U.S. Dollars transferred to your Fiat Account will be held on your behalf in one or more Omnibus Accounts at one or more Banks in the United States. As your funds will be held by a U.S. Bank, you will not be entitled to refer any complaint to the UK Financial Ombudsman Service (“FOS”), though you may be entitled to refer your complaint to the US Consumer Financial Protection Bureau (“CFPB”).

Each User should note the following information about each of our Omnibus Accounts:

1. In accepting a User’s fiat currency, we will be performing as a fiduciary;
2. We will not have a reversionary interest in the Omnibus Account;
3. The Omnibus Account will not be an interest-bearing account;
4. Users interests in the Omnibus Account will be readily ascertainable and limited to the specific amount of fiat currency in their Gemini Account;
5. We will impose no limitations or controls on the fiat currency in the Omnibus Account; each User will direct the movement of fiat currency into and out of the Omnibus Account by providing direction to us through Gemini as specified above; and
6. The Omnibus Account will comprise of fiat currency belonging you and other Users.

In connection with our commercially reasonable business practices, we will keep appropriate books and records to ensure that (i) all fiat currency held by our Users in the Omnibus Account is accurately reflected and that (ii) movements of fiat currency initiated and authorized by each User will be appropriately ledgered and documented on a “real time” basis in our records during normal Gemini operations.

Certain circumstances may require us to transfer fiat currency between two (2) or more of our Omnibus Accounts or to terminate a relationship with one of our Banks. Moving fiat currency between Omnibus Accounts will be recorded in detail and will not affect the available amounts in a given User’s Fiat Account or jeopardize the availability of FDIC insurance, subject to applicable limitations.

Account History

Information relating to your User Account and Gemini Account are available at all times from the Gemini online platform (including, but not limited to, Order Receipts, your

account statement (“**Account Statement**”) and trading history). Your Account Statement will contain the balances present in your Digital Asset Account and Fiat Account and will list all Orders (including partially filled Orders) and any pending requests. Please note that neither your Account Statement, Order Receipts nor any other documentation from us will provide valuations of your Gemini Account.

We will use commercially reasonable efforts to assure that the information contained in your Account Statement and Order Receipts to be accurate and reliable, however, please understand that errors may sometimes occur. Any Order that has been executed shall be bound to the actual means and results of its execution regardless of any discrepancies between the execution and the reporting for that Order that may occur. We retain the right to enter pricing, Order, and reconciliation adjustments to your Fiat and/or Digital Asset Accounts as necessary and appropriate to comply with legal and regulatory requirements, reflect changes in legislation and regulatory requirements or to ensure market integrity.

Every transaction indicated or referred to in any Account Statement, Order Receipt, or other communication via email to you shall be deemed and treated as authorized and correct as ratified and confirmed by you unless we receive written notice to the contrary within three (3) business days from the date you received such communication.

Account Review and Acknowledgement

It is important for you to understand that it is your sole responsibility to access your Gemini Account and review Order Receipts on a regular basis, and that you will be deemed to have accessed your Gemini Account and reviewed this information on at least a monthly basis. If for any reason you are unable to do so, or do not have account notifications turned on or deliverable, it is your responsibility to notify us immediately at support@gemini.com.

You understand that every Order Receipt or other communication sent to you via email will be deemed to have been acknowledged as correct, approved and consented to by you unless we have received written notice to the contrary within three (3) business days from the date the communication was received.

We retain the right to enter pricing, order, and reconciliation adjustments as necessary and appropriate.

Privacy of Information

You acknowledge that the information contained in your User Account is only for you and that you will not cause others to rely upon it (other than your tax advisor or attorney, or as otherwise prescribed by law) without our prior written consent.

In addition, you acknowledge and agree that we will share information concerning you and your accounts (i) with our Banks and other financial institutions that we use or may use to process funds received in connection with the services contemplated by this Agreement to the extent necessary to conduct ordinary banking and other business operations, (ii) with appropriate state and federal regulatory authorities solely in connection with providing the services contemplated by this Agreement, and (iii) in response to a court or government order. We may also disclose information about you and your accounts to any of the Gemini Parties in accordance with applicable laws, our Privacy Policy and customary banking practices. Lastly, you agree that we may obtain and use such information as may be necessary for legitimate business needs in connection with the operation of Gemini. For more details regarding what information we collect and how we treat your information please refer to our Privacy Policy [here](https://gemini.com/privacy-policy/) (See <https://gemini.com/privacy-policy/>) and incorporated herein by reference.

Third Party Information Accuracy and Usage

An information provider is any company or person who directly or indirectly provides us with information (“Information Provider”). Such information could include overall market data, quotations from other exchanges, markets, dealers and/or miners of Digital Assets. The third party information we may provide through Gemini has been obtained from Information Providers and sources we believe are reliable, however, we cannot guarantee that this information is accurate, complete, timely, or in the correct order. The information belongs to the Information Providers. You may use this information only for your own benefit. You may not reproduce, sell, distribute, circulate, create derivative works from, store or commercially exploit it in any way or provide it to any other person or entity without our consent in writing or the consent of the Information Providers, if needed.

Reasonable Care

We agree to take reasonable care and use commercially reasonable efforts in executing our responsibilities to you under this Agreement, or such higher care where required by law or as specified in relation to certain matters by this Agreement (e.g., the exercise of fiduciary duty).

You acknowledge and agree that the Gemini Parties cannot be held responsible for any failure or delay to act by the Gemini Parties, our Banks, or any other participant in any transaction within the time limits prescribed by law or permitted by this Agreement that is caused by your negligence.

The Gemini Parties also cannot be held responsible for any failure or delay caused by an interruption to one of our communication facilities, suspension of payments by another financial institution or one of our Banks, or in the event of any act, condition or cause beyond our reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake or other acts of God, fire, water, war, acts of war, terrorist activities, insurrection, riot, labor dispute or strike, action of government, utility or other service outages or failures, or emergency conditions.

In addition, the Gemini Parties cannot be held responsible for any erroneous trades (as defined under “Erroneous Trade Policy”) or “System Failure” (defined as a failure of any computer hardware or software used by Gemini or any telecommunications lines or devices used by Gemini), or Downtime (scheduled or unscheduled) which prevents us from fulfilling our obligations under this Agreement or other circumstances beyond the control of the Gemini Parties, provided we used commercially reasonable efforts to prevent or limit such erroneous trades, System Failure, or Downtime.

Furthermore, you agree that any act or omission made by the Gemini Parties or one of our Banks in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, or any rule or regulation of the State of New York, New York State Department of Financial Services or a federal agency having jurisdiction over such party shall constitute ordinary care.

We use commercially reasonable efforts to provide Qualified Users with a reliable and secure platform, including an electronic trading service. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of

which are outside the control of Gemini. These factors can contribute to delays or errors in service or system outages. Qualified Users may experience difficulties in accessing their Gemini Account, in withdrawing their fiat currency or Digital Assets, and in placing and/or canceling Orders.

In no event will the Gemini Parties be liable to you or others for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of Gemini, or any act or omission in connection with your accessing Gemini. The Gemini Parties are not liable by reason of acting or failing to act due to an error in an Order request actually received by us, or as a result of an Order request not being received by us. The Gemini Parties are not responsible for any losses, damages or personal injury that any person suffers as a result of you accessing Gemini.

Risks

Please also note the following risks in accessing or using Gemini:

1. The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;
2. The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
3. Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange and value of Digital Assets;
4. In your jurisdiction, Gemini may not be regulated as a financial institution, deposits in your Digital Asset Account and your Fiat Account may not be considered deposits under the laws, rules or regulations applicable in your jurisdiction and may not be subject to applicable deposit insurance protection;
5. Digital Assets are not legal tender, are not backed by the government, and Digital Asset accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections; transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable some

Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the transaction;

6. The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
7. The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by Gemini may prevent the access to or use of your Digital Assets; and
8. Any bond or trust account maintained by Gemini for the benefit of our Users may not be sufficient to cover all losses due to theft or fraud incurred by Users.

You acknowledge that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for you, and that Gemini does not give advice or recommendations regarding Digital Assets including the suitability and appropriateness of, and investment strategies for, Digital Assets. ***You acknowledge and agree that you shall access and use Gemini at your own risk.*** However, this brief statement does not disclose all of the risks associated with trading in Digital Assets. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the funds in your Gemini Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

Accessing Gemini Servers

Under no circumstances may you enter restricted areas of any computer or network of Gemini or any of its parties, or perform any functions that are not authorized under this Agreement. It is ***strongly recommended*** that you do not access Gemini from an unsecured or public computer and/or network.

We may suspend and/or terminate your access to Gemini, without notice if:

1. we believe that you and/or another User associated with your Gemini Account are attempting to gain unauthorized access;
2. we are instructed to do so by an authorized Gemini Account signatory;

3. we believe that you are using Gemini, your User Account login credentials, or other account information in an unauthorized or inappropriate manner; or
4. there is unusual activity in or relating to your User Account, the associated Gemini Account or any other associated account.

Notwithstanding the above, you are responsible for monitoring your User Account and the associated Gemini Account and should promptly report any unauthorized or suspicious activity in your account to us at support@gemini.com.

Service Modifications and Interruptions

We may modify any or all of Gemini without notice. Part of or all of Gemini may periodically be unavailable during planned or unplanned downtime. ***You acknowledge and agree that Gemini is not liable or responsible to you for any inconvenience or damage to you as a result of such downtime.***

Legal Costs

You agree to indemnify the Gemini Parties for actual, reasonable legal costs and expenses directly related to your User Account and any associated Gemini Accounts related to any regulatory inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of your User Account and/or your associated Gemini Account.. ***As a result, we will be entitled to charge your Gemini Account for such costs without notice, including legal and enforcement related costs that we incur.*** Any withholding by us relating to your User Account and/or your associated Gemini Account will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in your Gemini Account, that asset may not be transferred out of said Gemini Account until the matter is resolved. We will provide copies of all invoices on request.

Recording and Archiving

You acknowledge and agree that for our mutual protection we may electronically record any of our telephone conversations with you and archive all online transactions, communications and information relating to your User Account and the associated Gemini Account and/or your use of Gemini.

Tax Advice and Information

You acknowledge and agree that Gemini does not provide legal, tax or investment advice, and to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to using Gemini or implementing any financial plan. We will, however, provide each Qualified User who has executed at least one Order on Gemini with any necessary forms required by the Internal Revenue Service. Please contact compliance@gemini.com if you have any questions.

Non Solicitation

All Orders received through Gemini will be considered unsolicited, which means that you have **NOT** received any investment advice from us nor any of our affiliates in connection with any of your Orders, and that we will not conduct a suitability review of any such Orders. You also acknowledge and agree that you have **NOT** and do not expect to receive any investment advice from us nor any of our affiliates in connection with your Orders. In addition, your review of our Blog and/or FAQ does not constitute any solicitation or investment advice.

Investment Advice

All investment decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever for and shall in no circumstances be liable to you in connection with such decisions. Under no circumstances will the operation of Gemini be deemed to create a relationship that includes the provision or tendering of investment advice.

Sophisticated Investing

You acknowledge and agree that by using Gemini and entering Orders, you have sufficient knowledge to make such Orders. You are responsible for making sure that any Orders entered on your Gemini Account are accurate and intentional. We may, in some cases, and at our discretion, require secondary electronic, verbal, written or other confirmation before acting if your account activity is outside of your normal range of activities.

The information and services provided on Gemini are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organization or where Gemini is not authorized to provide such information or services. Gemini may not be available in all jurisdictions.

Written Notice

If we send an email to the email address on record with your User Account, this will constitute “written notice” from us to you. If you email us at support@gemini.com, this will constitute “written notice” from you to us. For all notices made by email, the date of receipt will be considered to be the date of transmission.

Account Closure

You may close your User Account and/or your Gemini Account at any time by providing written notice to us at support@gemini.com. Closing your User Account and/or Gemini Account will not affect any rights and obligations incurred prior to the date of your Gemini Account being closed. You will be required to either cancel or complete all open Orders and, in accordance with the provisions of this Agreement, provide transfer instructions of where to transfer any fiat currency and/or Digital Assets remaining in your Fiat Account or Digital Asset Account. You are responsible for any Fees (as defined below), costs, expenses, charges or obligations (including, but not limited to, attorney and court fees or transfer costs of fiat currency or Digital Assets) associated with closing your Gemini Account. In the event that your account closing costs exceed the value in your Gemini Account, you will be responsible for reimbursing us. You may not cancel your User Account and/or your Gemini Account to avoid paying any fees otherwise due or any examination as part of our BSA/AML Program.

Account Suspension, Termination and Cancellation

We reserve the right to suspend, modify, deactivate or terminate your User Account and the associated Gemini Account as well as your access to all or any portion of Gemini immediately without prior notice if (i) you violate any provision of this Agreement; (ii) we in good faith suspect that your account is in breach of our BSA/AML Program; (iii) we are required to do so by a regulatory authority, court order, facially valid subpoena or binding order of a government authority; or (iv) you or your accounts are subject to any pending litigation, investigation or governmental proceeding. We also reserve the right to suspend, modify, deactivate or terminate your User Account and the associated Gemini Account as well as your access to all or any portion of Gemini upon thirty day's notice to you for any other reason that we may reasonably conclude, including your failure to log into your User or Gemini Account for two (2) years.. If your Gemini Account or User Account is suspended, modified, deactivated, terminated, or closed, a notice shall be sent to the email address on record associated with your Gemini Account or User Account, as applicable, describing the action taken and the justification therefore if such disclosure is permitted by laws and regulations.

Subject to the provisions of this Agreement, you agree, as the owner and/or designated representative of your Gemini Account and/or User Account, that if your Gemini Account or User Account is closed for any reason and unless otherwise required by law, court order or subpoena, Gemini is authorized to either (i) send any remaining Digital Assets to a Digital Asset address that you provide within seven (7) business days of receiving notice of your Gemini Account or User Account being closed or (ii) sell any remaining Digital Assets on the open market at the prevailing market price and deposit the proceeds in the Fiat Account associated with your Gemini Account. The total amount of fiat currency in your Fiat Account, less any applicable fees, will be distributed to you via bank wire or ACH transfer to the User Bank Account on record for your Gemini Account.

Unclaimed Funds

In the event that your Gemini Account or User Account is closed for any reason, upon the passage of applicable time periods under state law escheat statutes, we may be

required to report any remaining funds in your Fiat Account as well as the U.S. Dollar equivalent of any remaining Digital Assets in your Digital Asset Account, as unclaimed property. If this occurs, we will use reasonable efforts to notify you at the email address shown in our records. If you fail to respond to any such notice within seven business days, or as otherwise required by law, we may be required to deliver any such funds to New York State as unclaimed property. We reserve the right to deduct an administrative fee resulting from such unclaimed funds, as permitted by applicable law.

Proprietary Rights and Limitations On Use

Gemini is our proprietary platform. Gemini is protected by copyright and other intellectual property laws. Except as set forth in our Application Programming Interface (“API”) Agreement, you agree not to modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store Gemini source code or similar proprietary or confidential data or other similar information provided via Gemini, without the express prior written consent of the Gemini Parties. You may not use Gemini for any unlawful purpose.

We hereby grant you a non-assignable and non-exclusive personal, worldwide, royalty-free license to use Gemini and to access data and other informational content through Gemini consistent with this Agreement. All other uses are prohibited, except as permitted via our API in accordance with our API Agreement. All rights in and to Gemini, and not granted herein, are reserved.

You may access Gemini’s API Agreement by visiting: <https://gemini.com/api-agreement/>

Gemini and the Gemini logo (whether registered or unregistered) (the “Marks”) are proprietary Marks licensed to Gemini and protected by applicable trademark laws. Nothing contained in this Agreement should be construed as granting any license to or right to use any of the Marks displayed here without our express written consent. Any unauthorized use of our Marks is strictly prohibited.

Also, you may not use any of our Marks in connection with the creation, issuance, sale, offer for sale, trading, distribution, solicitation, marketing, or promotion of any investment products (e.g., Digital Assets, fiat currency, securities, commodities, investment or trading products, derivatives, structured products, investment funds,

investment portfolios, commodity pools, swaps, securitizations or synthetic products, etc.), including where the price, return, and/or performance of the investment product is based on, derived from, or related to Gemini or any portion thereof, without a separate written agreement with us. We may use technology that is the subject of one or more pending patent applications.

Third Party Websites

Gemini may link to other websites operated by or with content provided by third parties, and such other websites may link to our website. Gemini has no control over any such other websites or their contents and will have no liability arising out of or related to such websites or their contents. The existence of any such links does not constitute an endorsement of such websites, the contents of the websites or the operators of the websites. Gemini is providing these links to you only as a convenience.

Gemini may also use third parties to gather Qualified User's data from financial institutions. By using Gemini, you grant such third party providers, including Plaid Technologies, Inc. (See <https://plaid.com/legal>), the right, power, and authority to access and transmit your personal and financial information from the relevant financial institution according to terms of such third party's privacy or other policy.

Submissions To Gemini

The Gemini Parties cannot agree to obligations of confidentiality or nondisclosure with regard to any unsolicited information you submit to us, regardless of the method or medium chosen. By submitting unsolicited information or materials to the Gemini Parties, you or anyone acting on your behalf, agree that any such information or materials will not be considered confidential or proprietary.

Gemini does not provide any facility for sending or receiving private or confidential electronic communications. You should not use Gemini to transmit any communication for which you intend only you and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered into Gemini can and may be read by the Gemini Parties, regardless of whether they are the intended recipients of such messages. Nevertheless, access to messages and other content entered into Gemini will

be accessible only to those employees of the Gemini Parties that reasonably need such access.

Reference to Gemini by Press

Press and media are encouraged and hereby authorized to refer to Gemini provided that the reference is accompanied by:

- i. Attribution to Gemini, and
- ii. A hyperlink to [Gemini.com](https://gemini.com) as feasibility permits. For all press and media related inquiries, please contact press@gemini.com.

Erroneous Trade Policy

We reserve the right to reverse and/or cancel one or more Orders in the event of (i) any disruption or malfunction in the operation of any electronic communications, trading facilities, storage facilities, recording mechanisms or other components of or integral to Gemini or of Digital Assets, (ii) any Order with the potential to move the market price by more than twenty percent (20%) in either direction or is otherwise clearly erroneous, or (iii) any other severe business disruption to Gemini, its systems or Digital Assets, where the nullification of transactions may be necessary for the maintenance of a fair and orderly market or the protection of you and the public interest. If such a disruption or malfunction occurs, our Chief Executive Officer, President and Chief Compliance Officer (or their designees), or others as may be designated by our Board of Managers, may review such Orders and declare such Orders arising out of the operation of Gemini during such period null and void. Absent extraordinary circumstances, any such action of the Chief Executive Officer, President and Chief Compliance Officer (or their designees), or the designees of the Board of Managers, pursuant to this paragraph will be taken within three (3) business days of detection of the erroneous transaction or disruption or malfunction. We will notify you if you are involved in any such event as soon as practicable.

Export Controls and Sanctions

The exchange of Digital Assets and the services that we provide on Gemini are subject to United States and international export controls and economic sanctions requirements. By acquiring any such assets through Gemini, you represent and warrant that your acquisition and use of any such assets comports with those requirements. Without limiting the foregoing, you may not acquire Digital Assets through Gemini or use any of our services that we provide on Gemini if: (i) you are in, under the control of, or a national or resident of any country subject to United States embargo, United Nations sanctions, HM Treasury's financial sanctions regime, or if you are on the U.S. Treasury Department's Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List or HM Treasury's financial sanctions regime; or (ii) you intend to exchange any purchased Digital Assets through Gemini or offer any services that we provide on Gemini to any country subject to United States embargo, United Nations sanctions (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, Entity List, or HM Treasury's financial sanctions regime.

Sanctions Compliance

Pursuant to the economic sanctions programs administered in the countries where we conduct business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), we are prohibited from providing services or entering into relationships with certain individuals and institutions. In the event that we are required to block assets associated with your User Account and/or its associated Gemini Account in accordance with a sanctions program, or other similar government sanctions programs, we may: (i) deactivate your Fiat Account or Digital Asset Account or block your activity or use of the services we provide on Gemini; (ii) transfer Digital Assets or fiat currency from your Digital Asset Account or Fiat Account to the originating source or to an account specified by authorities; or (iii) require you to transfer your Digital Assets or withdraw your funds from your Digital Asset Account or Fiat Account within a certain period of time. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with applicable law, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant or other legal order.

Gambling Policy

It is generally illegal in the U.S. – without a government-issued license – to require a person to pay money, give something of value, or expend significant effort (in legal terms, “consideration”) to enter or participate in an activity or promotion in which he or she may win a prize if there is a significant degree of chance involved (e.g., a random drawing to determine winners) (“Illegal Gambling”).

As such, Gemini has a policy prohibiting the use of Gemini Accounts for storing, sending, or receiving wagers or proceeds of gambling. Proceeds derived from trading contracts of differences and spread bets on licensed and regulated platforms do not constitute gambling under our Gambling Policy.

Gemini employs a number of methods to detect gambling activity in User Accounts, and will act swiftly to close accounts in which gambling activity is detected.

In the event that you are the owner and/or designated representative of a Gemini Account that is or has any associated account suspected of being in breach of any applicable gambling statute, you agree that we have the right to suspend the associated Gemini Account, all its associated accounts, and your access to Gemini, until a proper investigation has taken place.

Should your Gemini Account or any associated account be proven to be in violation of United States federal or state law prohibiting gambling, you agree to forfeit any and all funds in the Fiat Account and/or Digital Asset Account associated with your Gemini Account to the appropriate authorities.

Indemnities

The Gemini Parties shall not be liable for any act, omission, error of judgment or loss suffered by you in connection with this Agreement. You acknowledge and agree to indemnify and hold harmless the Gemini Parties from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys’ fees, rights, claims, disbursements or actions of any kind and injury (including death) arising out of or relating to your use of Gemini or our performance or nonperformance of duties.

If you are a California resident, you waive California Civil Code Section 1542, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR

DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTIVE THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY HIS OR HER SETTLEMENT WITH THE DEBTOR.”

If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties and Liability

The Gemini Parties are not giving investment advice, tax advice, legal advice, or other professional advice by allowing you to use Gemini or providing the services herein, the ability to purchase or sell Digital Assets or the storage of Digital Assets or fiat currency, and the Gemini Parties do not recommend, or endorse that you purchase or sell Digital Assets, including bitcoin, ether or any other asset or make any investment. Before engaging in any trading or investment activity, you should consult a qualified professional.

THE SERVICES THAT WE PROVIDE THROUGH GEMINI ARE PROVIDED TO YOU ON A STRICTLY “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS. THE GEMINI PARTIES DO NOT REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF GEMINI OR THE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON. THE GEMINI PARTIES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF GEMINI OR ANY SERVICES PROVIDED BY THE GEMINI PARTIES, INCLUDING ANY LOSS CAUSED IN WHOLE OR PART BY ANY INACCURACIES OR INCOMPLETENESS, DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM THE NEGLIGENCE OF THE GEMINI PARTIES OR CONTINGENCIES BEYOND THEIR CONTROL IN PROCURING, COMPILING, INTERPRETING, COMPUTING, REPORTING, OR DELIVERING GEMINI, THE SERVICES THEREON OR THE INFORMATION THEREIN. IN NO EVENT WILL THE GEMINI PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON, OR IN CONNECTION WITH YOUR USE OF GEMINI, THE SERVICES THEREON OR THE INFORMATION THEREIN.

IN NO EVENT WILL THE GEMINI PARTIES BE LIABLE TO YOU, WHETHER IN CONTRACT

OR TORT, FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND EVEN IF THE GEMINI PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO GEMINI.

Cookies

When you access Gemini, we may make use of the standard practice of placing tiny data files called cookies, flash cookies, pixel tags or other tracking tools (herein, "Cookies") on your computer or other devices used to visit Gemini. We use these technologies to help us recognize you as a User, collect information about your use of Gemini to better customize our services and content and collect information about your computer or other access device to a) ensure compliance with our BSA/AML Program and b) ensure that your account security has not been compromised by detecting irregular or suspicious account activities. By using Gemini you agree that the Gemini Parties may collect and/or transmit any data collected to our third party service providers, such as analytics providers, which may also make use of such technologies as described above.

Please note that if you block or delete cookies you will not be able to use all or a portion of Gemini.

Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. We may, but are not required to, notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to any legal process fees. You agree to indemnify, defend and hold the Gemini Parties harmless from all actions, claims,

liabilities, losses, costs, attorney's fees, and damages associated with our or their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that we and our financial institutions may honor legal process that is served personally, by mail, or by facsimile transmission at any of our or their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Gemini records are maintained.

Additional Terms

The terms set out in this Agreement govern your use of Gemini and the services that we provide. By clicking "I AGREE," you agree to be bound by the terms of this Agreement and acknowledge that you have received the disclosures set forth herein. If you do not agree to the terms of this Agreement, do not click "I AGREE" and please do not visit, access or use Gemini or the services that we provide.

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

This Agreement constitutes the entire agreement between you and the Gemini Parties, relating to your use of or participation in Gemini and this Agreement supersedes any and all other agreements, oral or in writing, with respect thereto between you and the Gemini Parties.

The failure of any of the Gemini Parties to insist upon strict compliance with any term or provision shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.

This Agreement shall not be construed to waive rights that cannot be waived under applicable state and federal laws.

This Agreement, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. This Agreement shall be binding and inure to the benefit of the parties hereto, our successors and permitted assigns.

In the event that we are acquired by or merged with a third party entity, we reserve the

right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale or other change of control.

The provisions of this Agreement shall survive the termination or expiration of this Agreement.

You agree that your obligations and the obligations of each User set forth in this Agreement are necessary and reasonable in order to protect the Gemini Parties and our business. You expressly agree that due to the unique nature of our business, monetary damages would be inadequate to compensate us for any breach by you of your covenants and agreements set forth in this Agreement. Accordingly, you acknowledge and agree that any such violation or threatened violation shall cause irreparable injury to the Gemini Parties and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Gemini Parties shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or your continuation of any such breach, without the necessity of proving actual damages.

This Agreement, your use of Gemini, your rights and obligations, and all actions contemplated by, arising out of or related to this Agreement shall be governed by the laws of the State of New York, as if this Agreement are a contract wholly entered into and wholly performed within the State of New York. ***YOU AGREE THAT ALL ORDERS, DEPOSITS, WITHDRAWALS OR SALES ON GEMINI AND CONTEMPLATED ACCORDING TO THE TERMS OF THIS AGREEMENT SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF NEW YORK AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.***

Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled solely and exclusively by binding arbitration held in New York, New York, administered by JAMS and conducted in English. You expressly agree that any dispute about the scope of this Agreement to arbitrate and/or the arbitrability of any particular dispute shall be resolved in arbitration in accordance with this section. In the event that you threaten to litigate a dispute in court, we may institute arbitration to enjoin you from filing a complaint or petition in court; provided, however, that you or any of the Gemini Parties may, without inconsistency with this arbitration provision, apply to any court for a preliminary remedy, i.e., equitable or injunctive relief, or to seek enforcement of the arbitral award. You expressly agree that an arbitrator may issue all appropriate declaratory and injunctive relief necessary to ensure the arbitration of disputes. Any such arbitration shall be conducted in accordance with the then prevailing

JAMS Streamlined Arbitration Rules & Procedures, with the following exceptions to such rules if in conflict:

- a. One arbitrator shall be chosen by JAMS;
- b. Any arbitration must be commenced within one (1) year after the claim or cause of action arises;
- c. Each party to the arbitration will pay an equal share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and
- d. Arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. You agree to bear your own attorney's fees, costs, and expenses. You agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims, or disputes shall be settled in this manner in lieu of any action at law or equity; provided, that, nothing in this subsection shall be construed as precluding us from bringing an action for injunctive or equitable relief. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE OR IF YOU OR ANY OF THE GEMINI PARTIES SEEK INJUNCTIVE OR EQUITABLE RELIEF THEN YOU AND THE GEMINI PARTIES:
 - i. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE GEMINI PARTIES HERETO, AND
 - ii. SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND YOU AGREE NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

You irrevocably and unconditionally waive any objection that you may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the federal or state courts located in the State of New York.

You agree to arbitrate solely on an individual basis, and that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class

or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one User's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of these arbitration provisions in this Agreement will remain in full force and effect.

You agree that this section of this Agreement has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for dismissal of any court action commenced by you with respect to a dispute arising out of such matters.

A printed version of this Agreement shall be admissible in judicial or administrative proceedings.

Section headings in this Agreement are for convenience only, and do not govern the meaning or interpretation of any provision of this Agreement.

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and this Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and Gemini.

Notwithstanding any other provision of this Agreement, any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to their definitions and interpretations in the English language.

Questions, Feedback and Complaints

If you have any questions or would like more information about Gemini, please feel free to contact us at hello@gemini.com.

If you need help or would like to contact us with a complaint, please contact User Support using one of the following methods:

- a. Email support@gemini.com using the email address associated with your User Account;
- b. Write to User Support at:
Gemini Trust Company, LLC
600 Third Avenue, 2nd Floor
New York, NY 10016; or
- c. Call User Support at +1-(866)-240-5113 (toll-free in the USA).

New York Users

If you are a User located in the state of New York and have a complaint, please first contact Gemini Support at one of the three (3) methods indicated above. You may also direct your complaint to the attention of: New York State Department of Financial Services, One State Street, New York, NY 10004-1511; +1 (212) 709-1540. Please visit www.dfs.ny.gov for additional information.

Texas Users

If you are a User located in the state of Texas and have a complaint, please first contact Gemini Support at one of the three (3) methods indicated above. If you still have an unresolved complaint regarding our money transmission or currency exchange activity, you may also direct your complaint to the attention of: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705; +1 (877) 276-5554 (toll-free in the USA). Please visit www.dob.texas.gov for additional information.

Digital Asset trading involves a high degree of risk. The Digital Asset market is new and unproven and may not grow. Digital Assets may experience frequent price volatility due to (i) the small use of Digital Assets in the retail and commercial marketplace in comparison to relatively large use by speculators and (ii) the lack of assurance that a person or institution who accepts Digital Assets as payment today will continue to do so in the future. Such price volatility may adversely affect an investment in Digital Assets so prior to using Gemini, please evaluate the merits and risks of the investment and be able to bear the economic risk of losing your entire investment in a short period of time. No material on Gemini should be considered as an offer by Gemini to sell or solicitation by Gemini of any offer to buy Digital Assets.

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