



AMERICAN KRYPTOS BANK USER AGREEMENT

Welcome to American Kryptos Bank! This is a User Agreement between you (also referred to herein as “Client,” “User,” or customer) and American Time Holding LLC. “American Kryptos Bank”). This User Agreement (“Agreement”) governs your use of the services provided by American Time Holding LLC described below (“American Kryptos Bank Services” or “Services”). By signing up to use an account through.

www.americankryptosbank.com APIs, or the American Kryptos Bank mobile application (collectively the “American Kryptos Bank Site”), you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement including Section 7.2. “Arbitration; Waiver of Class Action”, as well as our Privacy Policy, Cookie Policy, and E-Sign Consent Policy.

As with any asset, the value of Digital Currencies can go up or down and there can be a substantial risk that you lose money buying, selling, holding, or investing in digital currencies. You should carefully consider whether trading or holding Digital Currencies is suitable for you in light of your financial condition. American Kryptos Bank is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons.

PART 1: GENERAL USE

1.Account Setup

1.1. Eligibility. To be eligible to use the American Kryptos Bank Services, you must be at least 18 years old. **1.2. Terms.** We may amend or modify this Agreement at any time by posting the revised agreement on the American Kryptos Bank Site and/or providing a copy to you (a “Revised Agreement”). The Revised Agreement shall be effective as of the time it is posted but will not apply retroactively. Your continued use of the Services after the posting of a Revised Agreement constitutes your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. **1.3. Registration of American Kryptos Bank Account.** You must register for a American Kryptos Bank account to use the American Kryptos Bank Services (a “American Kryptos Bank Account”). By using a American Kryptos Bank Account you agree and represent that you will use American Kryptos Bank only for yourself, and not on behalf of any third party, unless you have obtained prior approval from American Kryptos Bank. You are fully responsible for all activity that occurs under your



American Kryptos Bank Account. We may, in our sole discretion, refuse to open a American Kryptos Bank Account, or limit the number of American Kryptos Bank Accounts that you may hold or suspend or terminate any American Kryptos Bank Account or the trading of specific Digital Currency in your account. **1.4. Identity Verification.** During registration for your American Kryptos Bank Account, you agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the American Kryptos Bank Services. Your access to one or more American Kryptos Bank Services and the limits that apply to your use of the American Kryptos Bank Services, may be altered as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, a government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by law), special categories of personal data, such as your biometric information. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating. Further, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to American Kryptos Bank with your wireless operator account profile information for the duration of the business relationship. See our Privacy Policy for how we treat your



data. **1.5. Access.** To access the America Kryptos Bank Services, you must have the necessary equipment (such as a smartphone or laptop) and the associated telecommunication service subscriptions to access the Internet. The America Kryptos Bank Services Services can be accessed directly using the America Kryptos Bank Services Site. Access to America Kryptos Bank Services Services may become degraded or unavailable during times of significant volatility or volume. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays. Although we strive to provide you with excellent service, we do not represent that the America Kryptos Bank Services Site or other America Kryptos Bank Services Services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. America Kryptos Bank Services shall not be liable for any losses resulting from or arising out of transaction delays.

2. Wallet and Custodial Services

2.1. Wallet Services. As part of your American Kryptos Bank Account, will provide qualifying users access to: (a) a hosted Digital Currency wallet(s) for holding Digital Currencies ("Digital Currency Wallet"), and (b) a hosted US Dollars ("USD") wallet for holding USD (a "USD Wallet"). (c) a hosted Euros ("EUROS") wallet for holding Euros (a "Euros Wallet"). **2.2.**

Hosted Digital Currency Wallet. Your Digital Currency Wallet allows you to store, track, transfer, and manage your balances of Digital Currency. As used throughout, "Digital Currency" means only those particular digital currencies listed as available to trade or custody in your American Kryptos Bank Account (also referred to as "Supported Digital Currency"). Services and supported assets may vary by jurisdiction. We securely store Digital Currency private keys, which are used to process transactions, in a combination of online and offline storage. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a Digital Currency Transfers in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such Digital Currency Transfers. You may elect to use other services, such as the American Kryptos Bank LockBox, which allow you to set withdrawal time-delays and create other conditions around the custody and transfer of your Digital Currency. Additional rules associated with such product(s) and service(s) may apply.

2.3. Supported Digital Currencies. Your American Kryptos Bank Account is intended solely for proper use of Supported Digital Currencies as designated on the Site. Under no



circumstances should you attempt to use your Digital Currency Wallet to store, send, request, or receive digital currencies we do not support. American Kryptos Bank assumes no responsibility in connection with any attempt to use your Digital Currency Wallet with digital currencies that we do not support. If you have any questions about which Digital Currencies we currently support, please visit <https://support.americankryptosbank.com>. **2.4.**

Supplemental Protocols Excluded. Unless specifically announced on the American Kryptos Bank Site or other official public statement of American Kryptos Bank, Supported Digital Currencies excludes all other protocols and/or functionality which supplement or interact with the Supported Digital Currency. This exclusion includes but is not limited to: metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Digital Currency we support. Do not use your American Kryptos Bank Account to attempt to receive, request, send, store, or engage in any other type of transaction or functionality involving any such protocol as American Kryptos Bank is not configured to detect, secure, or process these transactions and functionality. Any attempted transactions in such items will result in loss of the item. You acknowledge and agree that supplemental protocols are excluded from Supported Digital Currency and that American Kryptos Bank has no liability for any losses related to supplemental protocols. **2.5 Operation of Digital Currency Protocols.** We do not own or control the underlying software protocols which govern the operation of Digital Currency supported on our platform. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Currency you store in your Digital Currency Wallet. American Kryptos Bank does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by American Kryptos Bank in determining whether to continue to use a American Kryptos Bank Account for the affected Digital Currency. In the event of any such operational change, American Kryptos Bank



reserves the right to take such steps as may be necessary to protect the security and safety of assets held on the American Kryptos Bank platform, including temporarily suspending operations for the involved digital currency(ies), and other necessary steps; American Kryptos Bank will use its best efforts to provide you notice of its response to any material operating change; however, such changes are outside of American Kryptos Bank control and may occur without notice to American Kryptos Bank. American Kryptos Bank response to any material operating change is subject to its sole discretion and includes deciding not to support any new digital currency, fork, or other actions. You acknowledge and accept the risks of operating changes to Digital Currency protocols and agree that American Kryptos Bank is not responsible for such operating changes and not liable for any loss of value you may experience as a result of such changes in operating rules. You acknowledge and accept that American Kryptos Bank has sole discretion to determine its response to any operating change and that we have no responsibility to assist you with unsupported currencies or protocols.

2.6. Digital Currency Custody and Title. All Digital Currencies held in your Digital Currency Wallet are custodial assets held by American Kryptos Bank for your benefit, as described in further detail below. **2.6.1 Ownership.** Title to Digital Currency shall at all times remain with you and shall not transfer to American Kryptos Bank. As the owner of Digital Currency in your Digital Wallet, you shall bear all risk of loss of such Digital Currency. American Kryptos Bank shall have no liability for Digital Currency fluctuations. None of the Digital Currencies in your Digital Currency Wallet are the property of, or shall or may be loaned to, American Kryptos Bank; American Kryptos Bank does not represent or treat assets in User's Digital Currency Wallets as belonging to American Kryptos Bank. American Kryptos Bank may not grant a security interest in the Digital Currency held in your Digital Currency Wallet. Except as required by a facially valid court order, or except as provided herein, American Kryptos Bank will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Currency in your Digital Currency Wallet unless instructed by you. **2.6.2 Control.** You control the Digital Currencies held in your Digital Currency Wallet. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Currency by sending it to a different blockchain address. As long as you continue to custody your Digital Currencies with American Kryptos Bank, American Kryptos Bank shall retain control over electronic private keys associated with blockchain addresses operated by American Kryptos



Bank, including the blockchain addresses that hold your Digital Currency. **2.6.3**

Acknowledgement of Risk. You acknowledge that Digital Currency is not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. **2.6.4 Digital Currencies Not Segregated.**

In order to more securely custody assets, American Kryptos Bank may use shared blockchain addresses, controlled by American Kryptos Bank, to hold Digital Currencies held on behalf of customers and/or held on behalf of American Kryptos Bank. Although we maintain separate ledgers for Client and American Kryptos Bank accounts, American Kryptos Bank shall have no obligation to segregate by blockchain address Digital Currencies owned by you from Digital Currencies owned by other customers or by American Kryptos Bank. **2.7.**

USD Wallet. Your USD Wallet allows you to hold and transfer USD with your American Kryptos Bank Account as described below. In general, we will combine the balance of your USD Wallet with other customers' balances and either hold those funds in a custodial account at a U.S. FDIC-insured bank or invest those funds in liquid investments, such as U.S. treasuries, in accordance with state money transmitter laws. American Kryptos Bank owns the interest or other earnings on these investments. Pooled customer funds are held apart from American Kryptos Bank corporate funds and American Kryptos Bank will neither use these funds for its operating expenses or any other corporate purposes. **2.8. USDC**

Wallets. You may also elect to buy USD Coin from American Kryptos Bank, a Digital Currency fully collateralized by the US Dollar, which is issued by Circle Internet Financial ("Circle") and supported by American Kryptos Bank ("USDC"). You are the owner of the balance of your USDC Wallet. Coinbase is not the issuer of USDC, does not hold U.S. Dollars on reserve for USDC holders, and has no obligation to repurchase your USDC for USD. You can redeem your USDC with Circle, and Coinbase may also elect to repurchase your USDC in exchange for USD. You agree to be bound by the terms of the Circle USDC Agreement (located at <https://support.usdc.circle.com/hc/en-us/articles/360001233386-Circle-USDC-User-Agreement>), which provides additional obligations, undertakings, and limitations with respect to USDC.

3. Payment Services, Purchase & Sale Transactions

3.1. USD Funds. You can load funds into your USD Wallet from a valid bank account via ACH transfer or wire transfer. Your USD balance is in a pending state and will not be credited to your USD Wallet until after the bank transfer has cleared, usually with 5 business days.



We may debit your linked bank account as soon as you initiate payment. The name on your linked bank account and your wire transfer must match the name verified on your American Kryptos Bank Account.

3.2. Purchase or Sale of Digital Currency. When you purchase (buy) Digital Currency from American Kryptos Bank Account this transaction is intended to effect a sale of Digital Currency. You can purchase (buy) Digital Currency using: (a) funds in your USD Wallet, (b) Digital Currency held in certain Digital Currency Wallets, as permitted by American Kryptos Bank Account, (c) a valid bank account in the name that matches the name on your American Kryptos Bank Account Account, or (d) a debit or credit card that matches the name on your American Kryptos Bank Account Account (each a "Valid Payment Method"). Your purchase must follow the relevant instructions on the American Kryptos Bank Account Site. American Kryptos Bank Account reserves the right to cancel any transaction not confirmed by you within five (5) seconds after American Kryptos Bank Account quotes a transaction price. A purchase of Digital Currency using a Valid Payment Method generally will initiate on the business day we receive your instructions. Purchased Digital Currency will be deposited in your Digital Currency Wallet as soon as funds have settled to American Kryptos Bank Account, which in the case of a bank account or credit or debit card may take up to five business days. You can sell Digital Currency and instruct American Kryptos Bank Account to deposit funds into your American Kryptos Bank Account USD Wallet or, where supported, a Digital Currency Wallet. Digital Currency purchases and sales are collectively referred to herein as "Digital Currency Transactions". If American Kryptos Bank Account cannot complete your Digital Currency Transaction for any reason (such as price movement, failure of Pro to respond, or an order exceeding the maximum order size), American Kryptos Bank Account will reject the order and notify you of such rejection. You will not be charged for a rejected transaction.

3.3. Fees. In general, American Kryptos Bank makes money when you purchase or sell digital currency on our Site. A full list of American Kryptos Bank fees for your American Kryptos Bank Account can be found on our Pricing and Fees Disclosures page. By using American Kryptos Bank Services you agree to pay all applicable fees. American Kryptos Bank reserves the right to adjust its pricing and fees and any applicable waivers at any time. We will always notify you of the pricing and fees which apply to your transaction when you authorize the transaction and in each receipt we issue to you. We may charge network fees (miner fees) to process a Digital Currency Transaction on your behalf. We will calculate the network fee in our discretion, although we will always notify you of the



network fee at or before the time you authorize the Digital Currency Transaction. Bank fees charged to American Kryptos Bank are netted out of transfers to or from American Kryptos Bank. You are responsible for paying any additional fees charged by your financial service provider. We will not process a transfer if associated bank fees exceed the value of the transfer. You may be required to deposit additional USD to cover bank fees if you desire to complete such a transfer.

3.4. Recurring Digital Currency Transactions. If you initiate recurring Digital Currency Transactions, you authorize us to initiate recurring electronic payments in accordance with your selected Digital Currency Transaction and any corresponding payment accounts, such as recurring automated clearing house (ACH) debit or credit entries from or to your linked bank account. Your recurring transactions will occur in identical, periodic installments, based on your period selection (e.g., daily, weekly, monthly), until either you or American Kryptos Bank cancels the recurring order. If you select a U.S. Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the ACH credit or debit will be executed on the next business day, although the Digital Currency fees at the time of the regularly-scheduled transaction will apply. If your Bank is unable to process any electronic ACH debit entry, we will notify you of cancellation of the transaction and may avail its elf of remedies set forth in this User Agreement to recover any amount owed to American Kryptos Bank. This authorization will remain in full force and effect until you change your recurring transaction settings at <https://www.americankryptosbank.com>, or until you provide us written notification at <https://support.americankryptosbank.com>. You agree to notify American Kryptos Bank in writing of any changes in your linked bank account information prior to a recurring transaction. American Kryptos Bank may, at any time, terminate recurring transactions by providing notice to you.

3.5. Revocation. When you give us instructions to purchase (buy) Digital Currency, you cannot withdraw your consent to that purchase unless the purchase is not scheduled to occur until a future date e.g. you set up a recurring purchase of Digital Currency (a "Future Transaction"). In the case of a Future Transaction, you may withdraw your consent up until the end of the business day before the date that the Future Transaction is scheduled to take place. To withdraw your consent to a Future Transaction, follow the instructions on the American Kryptos Bank Site.

3.6. Unauthorized and Incorrect Transactions. When a Digital Currency or USD transaction occurs using your credentials, we will assume that you authorized such transaction, unless you notify us



otherwise. If you believe you did not authorize a particular transaction or that a transaction was incorrectly carried out, you must contact us as soon as possible either by email free of charge at support@americankryptosbank.com or by phone at +1 (954) 773-0505 (international call charges may apply). It is important that you regularly check your USD Wallet and Digital Currency Wallet balances and your transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions to. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this section.

3.7. Account Information. You will be able to see your USD Wallet and Digital Currency Wallet balances using the American Kryptos Bank Site. You can also see your transaction history using the American Kryptos Bank Site, including (i) the amount (and currency) of each Digital Currency Transaction, (ii) a reference to the identify of the payer and/or payee (as appropriate), (iii) any fees charged (excluding any spread, or margin, over the prevailing market rate on American Kryptos Bank trading platform), (iv) if applicable, the rate of exchange, and the amount (in the new currency) after exchange (where you are the payer) or the amount (in the original currency) before the exchange (where you are the payee), and (v) the date of each Digital Currency Transaction.

3.8. Consent to access, processing and storage of your personal data. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing American Kryptos Bank Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Please see our Privacy Policy for further information about how we process your personal data, and the rights you have in respect of this.

3.9. Reversals & Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If your payment is not successful, if your payment method has insufficient funds, or if you reverse a payment made from funds in your bank account, you authorize AMerican Kryptos Bank, in its sole discretion, either to cancel the transaction or to debit your other payment methods, including your USD Wallet or Digital Currency Wallet balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, non-sufficient funds (NSF), or similar fees charged



by your payment provider. We reserve the right to refuse to process, or to cancel or reverse, any Digital Currency Transaction or Transfers in our sole discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if we reasonably suspect that the transaction is erroneous; or if American Kryptos Bank suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, American Kryptos Bank will reverse the transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction. **3.10. Payment Services Partners.** American Kryptos Bank may use a third party payment processor to process any US Dollar and Euros payment between you and American Kryptos Bank, including but not limited to payments in relation to your use of the Digital Currency Transactions or deposits or withdrawals from your USD Wallet or American Kryptos Bank Account.

4. Digital Currency Transfers

4.1. In General. If you have sufficiently verified your identity, your Digital Currency Wallet enables you to send Supported Digital Currency to, and request, receive, and store Supported Digital Currency from, third parties by giving instructions through the American Kryptos Bank Site. Your transfer of Supported Digital Currencies between your other digital currency wallets (including wallets off the American Kryptos Bank Site) and to and from third parties is a “Digital Currency Transfer”. **4.2. Pending Transactions.** Once a Digital Currency Transfer is submitted to a Digital Currency network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to confirmation of the transaction by the Digital Currency network. A Digital Currency Transfer is not complete while it is in a pending state. Pending Digital Currency Transfers that are initiated from a American Kryptos Bank Account will reflect a pending transaction status and are not available to you for use on the American Kryptos Bank platform or otherwise while the transaction is pending. **4.3. Inbound Digital Currency Transfers.** When you or a third party sends Digital Currency to a American Kryptos Bank wallet from an external wallet not hosted on American Kryptos Bank (“Inbound Transfers”), the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner’s fees in order for the transaction to be



successful. Insufficient network fees may cause an Inbound Transfer to remain in a pending state outside of American Kryptos Bank control and we are not responsible for delays or loss incurred as a result of an error in the initiation of the transaction and have no obligation to assist in the remediation of such transactions. By initiating an Inbound Transfer, you attest that you are transacting in a Supported Digital Currency which conforms to the particular American Kryptos Bank wallet into which funds are directed. For example, if you select an Bitcoin wallet address to receive funds, you attest that you are initiating an Inbound Transfer of Bitcoin alone, and not any other currency such as Bitcoin or Ethereum Classic. American Kryptos Bank incurs no obligation whatsoever with regard to unsupported digital currency sent to a American Kryptos Bank Account or Supported Digital Currency sent to an incompatible Digital Currency wallet. Erroneously transmitted funds will be lost. We recommend customers send a small amount of Supported Digital Currency as a test prior to initiating a send of a significant amount of Supported Digital Currency. American Kryptos Bank may from time to time determine types of Digital Currency that will be supported or cease to be supported.

4.4. Outbound Digital Currency Transfers. When you send Digital Currency from your American Kryptos Bank Account to an external wallet (“Outbound Transfers”), such transfers are executed at your instruction by American Kryptos Bank. You should verify all transaction information prior to submitting instructions to us. American Kryptos Bank shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. We do not guarantee the identity or value received by a recipient of an Outbound Transfer. Digital Currency Transfers cannot be reversed once they have been broadcast to the relevant Digital Currency network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. American Kryptos Bank does not control the Digital Currency network and makes no guarantees that a Digital Currency Transfer will be confirmed by the network. We may refuse to process or cancel any pending Outbound Digital Currency Transfers as required by law or any court or other authority to which American Kryptos Bank is subject in any jurisdiction. Additionally, we may require you to wait some amount of time after completion of a transaction before permitting you to use further American Kryptos Bank Services and/or before permitting you to engage in transactions beyond certain volume limits.

4.5. Transfers to a Recipient Email Address. American Kryptos Bank allows you to initiate a Digital Currency Transfer to a Coinbase customer by designating that customer’s email address. If



you initiate a Digital Currency Transfer to an email address, and the recipient does not have an existing American Kryptos Bank Account, we will invite the recipient to open a American Kryptos Bank Account. If the recipient does not open a American Kryptos Bank Account within 30 days, we will return the relevant Digital Currency to your Digital Currency Wallet.

4.6. Third Party Merchants. We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase from a third party (including other users of American Kryptos Bank Digital Currency Services). We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Currency transferred using the American Kryptos Bank Digital Currency Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party. If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify American Kryptos Bank Support at support@americankryptosbank.com so that we may consider what action to take, if any. **4.7 Debts.** In the event that there are outstanding amounts owed to us hereunder, including in your American Kryptos Bank Account, American Kryptos Bank reserves the right to debit your American Kryptos Bank Account accordingly and/or to withhold amounts from funds you may transfer from your American Kryptos Bank Account.

5. Data Protection and Security

5.1. Personal Data. You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with this Agreement, or the American Kryptos Bank Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, which is available here, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and



provide a copy to any individual whose personal data you have provided to us. **5.2. Security Breach.** If you suspect that your American Kryptos Bank Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and / or American Kryptos Bank (together a "Security Breach"), you must notify American Kryptos Bank Support as soon as possible by email of charge at support@americankryptosbank.com or by calling us at +1 (954)773-0505 and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.

6. General Use, Prohibited Use, Death of Account Holder and Termination

6.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the American Kryptos Bank Services, American Kryptos Bank Site, and related content, materials, information (collectively, the "Content") solely for purposes approved by American Kryptos Bank from time to time. Any other use of the American Kryptos Bank Site or Content is expressly prohibited and all other right, title, and interest in the American Kryptos Bank Services, American Kryptos Bank Site or Content is exclusively the property of American Kryptos Bank and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of American Kryptos Bank. "www.americankryptosbank.com", and all logos related to the American Kryptos Bank Services or displayed on the American Kryptos Bank Site are either trademarks or registered marks of American Time Holding LLC or its licensors. You may not copy, imitate or use them without American Kryptos Bank prior written consent.

6.2. Website Accuracy. Although we intend to provide accurate and timely information on the 7.1. Limited License. We grant you a limited, nonexclusive, nontransferable license, subject to the terms of this Agreement, to access and use the American Kryptos Bank Services, American Kryptos Bank Site, and related content, materials, information (collectively, the "Content") solely for purposes approved by American Kryptos Bank from time to time. Any other use of the American Kryptos Bank Site or Content



is expressly prohibited and all other right, title, and interest in the American Kryptos Bank Services, American Kryptos Bank Site or Content is exclusively the property of American Kryptos Bank and its licensors. You agree you will not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of American Kryptos Bank. "www.americankryptosbank.com", "American Kryptos Bank", and all logos related to the American Kryptos Bank Services or displayed on the American Kryptos Bank Site are either trademarks or registered marks of American Kryptos Bank or its licensors. You may not copy, imitate or use them without American Kryptos Bank prior written consent.

6.3. Promotions. From time to time, American Kryptos Bank may make available special offers or conduct promotions for qualifying customers. Subject to applicable laws, American Kryptos Bank or the issuer of a Digital Currency subject to an offer or promotion may establish qualifying criteria to participate in any special promotion its sole discretion. American Kryptos Bank may revoke any special offer at any time without notice. Once Digital Currency has been deposited in a user's Digital Currency Wallet, that Digital Currency becomes the property of the American Kryptos Bank user with all applicable property rights, including those noted in Section 2.2 of this Agreement. American Kryptos Bank shall have no obligation to make special offers available to all customers. American Kryptos Bank makes no recommendation and does not provide any advice about the value or utility of any Digital Currency subject to a promotion.

6.4. Third-Party Applications. If, to the extent permitted by American Kryptos Bank from time to time, you grant express permission to a third party to access or connect to your American Kryptos Bank Account(s), either through the third party's product or service or through the American Kryptos Bank Site, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your American Kryptos Bank Account(s). Further, you acknowledge and agree that you will not hold American Kryptos Bank responsible for, and will indemnify American Kryptos Bank from, any liability arising out of or related to any act or omission of any third party with access to your American American Kryptos Bank(s). You may change or remove permissions granted by you to third parties with respect to your American Kryptos Bank Account(s) at any time through the tabs on the Account Settings page on the American



Kryptos Bank Site. **6.5. Prohibited Use.** In connection with your use of the American Kryptos Bank Services, and your interactions with other users, and third parties you agree and represent you will not engage in any Prohibited Business or Prohibited Use defined herein. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to cancel and/or suspend your American Kryptos Bank Account(s) and/or block transactions or freeze funds immediately and without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use and/or a Prohibited Business. **6.6. Transaction Limits.** The use of all American Kryptos Bank Services is subject to a limit on the amount of volume, stated in U.S. Dollar terms, you may transact or transfer in a given period (e.g., daily). To view your limits, login to your American Kryptos Bank Account(s) and visit <https://www.americkryptosbank.com/verifications>. Your transaction limits may vary depending on your payment method, verification steps you have completed, and other factors. American Kryptos Bank reserves the right to change applicable limits as we deem necessary in our sole discretion. If you wish to raise your limits beyond the posted amounts, you may submit a request at <https://support.americkryptosbank.com>. We may require you to submit additional information about yourself or your business, provide records, and arrange for meetings with American Kryptos Bank staff (such process, "Enhanced Due Diligence"). American Kryptos Bank reserves the right to charge you costs and fees associated with Enhanced Due Diligence, provided that we notify you in advance of any such charges accruing. In our sole discretion, we may refuse to raise your limits or we may lower your limits at a subsequent time even if you have completed Enhanced Due Diligence. **6.7. Suspension, Termination, and Cancellation.** American Kryptos Bank may: (a) suspend, restrict, or terminate your access to any or all of the American Kryptos Bank Services, and/or (b) deactivate or cancel your American Kryptos Bank Account(s) if: (i) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using your American Kryptos Bank Account(s) in connection with a Prohibited Use or Business; (iii) Use of your American Kryptos Bank Account(s) is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity; (iv) Our service partners are unable to support your use; (v) You take



any action that American Kryptos Bank deems as circumventing American Kryptos Bank controls, including, but not limited to, opening multiple American Kryptos Bank Accounts or abusing promotions which American Kryptos Bank may offer from time to time; or (vi) You breach our Behavior Policy. If American Kryptos Bank suspends or closes your account, or terminates your use of American Kryptos Bank Services for any reason, we will provide you with notice of our actions unless a court order or other legal process prohibits American Kryptos Bank from providing you with such notice. You acknowledge that American Kryptos Bank decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to American Kryptos Bank risk management and security protocols. You agree that American Kryptos Bank is under no obligation to disclose the details of its risk management and security procedures to you. You will be permitted to transfer Digital Currency or funds associated with your Hosted Digital Currency Wallet(s) and/or your USD Wallet(s) for ninety (90) days after Account deactivation or cancellation unless such transfer is otherwise prohibited (i) under the law, including but not limited to applicable sanctions programs, or (ii) by a facially valid subpoena or court order. You may cancel your American Kryptos Bank Account(s) at any time by withdrawing all balances and visiting <https://www.americkryptosbank.com/settings/cancel>. You will not be charged for canceling your American Kryptos Bank Account(s), although you will be required to pay any outstanding amounts owed to American Kryptos Bank. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

6.8. Death of Account Holder. For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your American Kryptos Bank Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new American Kryptos Bank Account, as further described below, and the entirety of your American Kryptos Bank Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new



American Kryptos Bank Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your American Kryptos Bank Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your American Kryptos Bank Account. Pursuant to the above, the opening of a new American Kryptos Bank Account by a designated fiduciary is mandatory following the death of a American Kryptos Bank Account owner, and you hereby agree that your fiduciary will be required to open a new American Kryptos Bank Account and provide the information required under Section 2 of this Agreement in order to gain access to the contents of your American Kryptos Bank Account.

6.9. Unclaimed Property. If American Kryptos Bank is holding funds (whether fiat currency or Digital Currency) in your account, and American Kryptos Bank is unable to contact you and has no record of your use of the Services for several years, applicable law may require American Kryptos Bank to report these funds (including fiat currency and Digital Currency) as unclaimed property to the applicable jurisdiction. If this occurs, American Kryptos Bank will try to locate you at the address shown in our records, but if American Kryptos Bank is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property.

6.10. Relationship of the Parties. American Kryptos Bank is an independent contractor for all purposes. Nothing in this Agreement shall be deemed or is intended to be deemed, nor shall it cause, you and American Kryptos Bank to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either you or American Kryptos Bank to be treated as the agent of the other.

6.11. Privacy of Others; Marketing. If you receive information about another user through the American Kryptos Bank Services, you must keep the information confidential and only use it in connection with the American Kryptos Bank Services. You may not disclose or distribute a user's information to a third party or use the information except as reasonably necessary to effectuate a transaction and other functions reasonably incidental thereto such as support, reconciliation and accounting unless you receive the



user's express consent to do so. You may not send unsolicited email to a user through the American Kryptos Bank Services. **6.12. Password Security; Contact Information.** You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the American Kryptos Bank Services. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your American Kryptos Bank Account(s) by third-parties and the loss or theft of any Digital Currency and/or funds held in your American Kryptos Bank Account(s) and any associated accounts, including your linked bank account(s) and credit card(s). You are responsible for keeping your email address and telephone number up to date in your Account Profile in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer screen with someone else when you are logged on to your American Kryptos Bank Account. American Kryptos Bank will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of American Kryptos Bank and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your American Kryptos Bank Account(s) information has been compromised, contact American Kryptos Bank Support immediately at support@americankryptosbank.com, or report your claim by phone at (954)773-0505. **6.13. Developer Tools.** If you use developer features of the Services, including but not limited to American Kryptos Bank Connect (OAuth2) and any other resources or services available at <https://developers.americankryptosbank.com/> (the "Developer Services"), you must separately agree to our Developer Agreement upon registering your application with American Kryptos Bank. **6.14. Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the American Kryptos Bank Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your American Kryptos Bank Account(s). **6.15. No Investment Advice or Brokerage.** For the avoidance of doubt, American Kryptos Bank does not provide investment, tax, or legal advice, nor does Coinbase broker trades on your behalf. All American Kryptos Bank trades are executed automatically, based on the parameters of your order instructions and in accordance with posted Trade execution procedures, and you are



solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. American Kryptos Bank may provide educational information about Supported Digital Currency, as well as Digital Currency not supported by American Kryptos Bank, in order to assist users in learning more about such Digital Currency. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. Coinbase does not recommend that any Digital Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. American Kryptos Bank will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by American Kryptos Bank.

7. Customer Feedback, Queries, Complaints, and Dispute Resolution

7.1. Contact American Kryptos Bank. If you have feedback, or general questions, contact us via our Customer Support webpage at <https://support.americankryptosbank.com>. When you contact us please provide us with your name, address, and any other information we may need to identify you, your American Kryptos Bank Account(s), and the transaction on which you have feedback or questions. If you believe your account has been compromised, you may also report your claim by calling (954)773-0505. American Kryptos Bank requires that all legal documents (including civil subpoenas, complaints, and small claims) be served on our registered agent for service of process. Current contact information for our registered agent in each state can be found here. Please note that our registered agent will accept service only if the entity identified as the recipient of the document is identical to the entity registered with the Secretary of State and for which our registered agent is authorized to accept service. By accepting service of a legal document, American Kryptos Bank does not waive any objections we may have and may raise in response to such document.

7.2. Formal Complaint Process. If you have a dispute with American Kryptos Bank (a "Complaint"), you agree to contact American Kryptos Bank through our support team to



attempt to resolve any such dispute amicably. If we cannot resolve the dispute through the American Kryptos Bank support team, you and we agree to use the Formal Complaint Process set forth below. You agree to use this process before filing any arbitration claim or small claims action. If you do not follow the procedures set out in this Section before filing an arbitration claim or suit in small claims court, we shall have the right to ask the arbitrator or small claims court to dismiss your filing unless and until you complete the following steps.

7.2.1. Procedural Steps. In the event that your dispute with American Kryptos Bank is not resolved through your contact with American Kryptos Bank Support, you agree to use our Complaint form to describe your Complaint, how you would like us to resolve the Complaint, and any other information related to your dispute that you believe to be relevant. The Complaint form can be found on the American Kryptos Bank support pages, support.coinbase.com or can be requested from American Kryptos Bank Customer Support.

7.2.2. American Kryptos Bank Response. We will acknowledge receipt of your Complaint form after you submit it. A American Kryptos Bank customer relations agent ("Agent") will review your Complaint. The Agent will evaluate your Complaint based on the information you have provided and information in the possession of American Kryptos Bank. Within 15 business days of our receipt of your Complaint form, the Agent will address the issues raised in your Complaint form by sending you an e-mail ("Resolution Notice") in which the Agent will: (i) offer to resolve your complaint in the way you requested; (ii) make a determination rejecting your Complaint and set out the reasons for the rejection; or (iii) offer to resolve your Complaint with an alternative solution. In exceptional circumstances, if the Agent is unable to respond to your Complaint within 15 business days for reasons beyond American Kryptos Bank control, the Agent will send you a communication indicating the reasons for any delay in answering your Complaint, and specifying the deadline by which the Agent will respond to your Complaint, which will be no later than 35 business days from our receipt of your Complaint form.

7.3. Arbitration; Waiver of Class Action. If we cannot resolve the dispute through the Formal Complaint Process, you and we agree that any dispute arising out of or relating to this Agreement or the American Kryptos Bank Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims



court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>). This Arbitration Agreement includes, 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. All such matters shall be decided by an arbitrator and not by a court or judge. CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND COINBASE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

8. General Provisions



8.1. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from American Kryptos Bank. Always log into your American Kryptos Bank Account(s) through the American Kryptos Bank Account Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice. **8.2.**

Release of American Kryptos Bank Account; Indemnification. If you have a dispute with one or more users of the American Kryptos Bank Account Services, you release American Kryptos Bank Account, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold American Kryptos Bank Account, its affiliates and Service Providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

8.3. Limitation of Liability; No Warranty. IN NO EVENT SHALL AMERICAN KRYPTOS BANK, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR AMERICAN KRYPTOS BANK ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY 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 AMERICAN KRYPTOS BANK SITE OR THE AMERICAN KRYPTOS BANK



SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF AMERICAN KRYPTOS BANK HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF AMERICAN KRYPTOS BANK GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT AMERICAN KRYPTOS BANK FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE AMERICAN KRYPTOS BANK SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMERICAN KRYPTOS BANK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. AMERICAN KRYPTOS BANK DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE AMERICAN KRYPTOS BANK SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. AMERICAN KRYPTOS BANK DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH



RESPECT TO YOUR USE AND ACCESS OF THE AMERICAN KRYPTOS BANK SERVICES AND AMERICAN KRYPTOS BANK SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT COINBASE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA. American Kryptos Bank makes no representations about the accuracy, order, timeliness or completeness of historical Digital Currency price data available on the American Kryptos Bank Site. American Kryptos Bank will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but American Kryptos Bank makes no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control. IF YOU ARE A NEW JERSEY RESIDENT, the provisions of this Section 8.3 are intended to apply only to the extent permitted under New Jersey law. **8.4. Entire Agreement.** This Agreement, the Privacy Policy, E-Sign Consent, and Appendices incorporated by reference herein comprise the entire understanding and agreement between you and American Kryptos Bank as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and American Kryptos Bank. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement. **8.5. Amendments.** We may amend or modify this Agreement by posting on the American Kryptos Bank Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the American Kryptos Bank Services, or suspension or termination of your access to the American Kryptos Bank Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective. **8.6. Assignment.** You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to



assign our rights without restriction, including without limitation to any American Kryptos Bank affiliates or subsidiaries, or to any successor in interest of any business associated with the American Kryptos Bank Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. **8.7. Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected. **8.8. Change of Control.** In the event that American Kryptos Bank is 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. **8.9. Survival.** All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, American Kryptos Bank Account cancellation, debts owed to Coinbase, general use of the American Kryptos Bank Site, disputes with American Kryptos Bank, and general provisions, shall survive the termination or expiration of this Agreement. **8.10. Governing Law.** You agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and American Kryptos Bank, except to the extent governed by federal law. **8.11. Force Majeure.** We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. **8.12. Non-Waiver of Rights.** This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.

APPENDIX 1: Prohibited Use, Prohibited Businesses and Conditional Use



Prohibited Use You may not use your American Kryptos Bank Account(s) to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of American Kryptos Bank Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at <https://support.americkryptosbank.com>. By opening a American Kryptos Bank Account, you confirm that you will not use your Account to do any of the following:

Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where American Kryptos Bank conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the American Kryptos Bank Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the American Kryptos Bank Site, other American Kryptos Bank Accounts, computer systems or networks connected to the American Kryptos Bank Site, through password mining or any other means; use American Kryptos Bank Account information of another party to access or use the American Kryptos Bank Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's American Kryptos Bank Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of American Kryptos Bank.

Abuse Other Users: Interfere with another individual's or entity's access to or use of any American Kryptos Bank Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the American Kryptos Bank Site about others, including without limitation email addresses, without proper consent.

Fraud: Activity which operates to defraud American Kryptos Bank, American Kryptos Bank users, or any other person; provide any false, inaccurate, or misleading information to American



Kryptos Bank. **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance. **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of American Kryptos Bank intellectual property, name, or logo, including use of American Kryptos Bank trade or service marks, without express consent from American Kryptos Bank or in a manner that otherwise harms American Kryptos Bank or the American Kryptos Bank brand; any action that implies an untrue endorsement by or affiliation with American Kryptos Bank. **Prohibited Businesses:** In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from American Kryptos Bank Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of American Kryptos Bank Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at <https://support.amerikankryptosbank.com>. By opening a American Kryptos Bank Account, you confirm that you will not use American Kryptos Bank Services in connection with any of following businesses, activities, practices, or items: Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes. Restricted Financial Services: Check cashing, bail bonds; collections agencies. Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder. **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen. **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials;



products and services with varying legal status on a state-by-state basis. **Drugs and Drug Paraphernalia:** Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bong, vaporizers, and hookahs. **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body: **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom). **Adult Content and Services:** Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features. **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs. **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers. **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies

Conditional Use

Express written consent and approval from American Kryptos Bank must be obtained prior to using American Kryptos Bank Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at <https://support.americankryptosbank.com>. American Kryptos Bank may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use American Kryptos Bank Services in connection with any of following businesses, activities, or practices: **Money Services:** Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the American Kryptos Bank Services. **Charities:** Acceptance of donations for nonprofit enterprise. **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize. **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization



APPENDIX 2: Verification Procedures and Limits

As a regulated financial service company operating in the US we are required to identify users on our platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer digital currency exchange services to our customers. American Kryptos Bank collects and verifies information about you in order to: (a) protect American Kryptos Bank and the community from fraudulent users, and (b) to keep appropriate records of American Kryptos Bank customers. Your daily or weekly Conversion limits, deposit, withdrawal and trading limits, Instant Buy limits, USD Wallet transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity you provide to American Kryptos Bank. All U.S. customers who wish to use American Kryptos Bank Services are required to establish a American Kryptos Bank **Account by:** Providing your name and valid email address, a password and your state of residence, Certifying that you are 18 years or older, Accepting User Agreement and Privacy Policy, and **Verifying your identity by submitting the following information:** Name, DOB, Physical address, SSN (or ID # from gov't issued ID), Source of funds, Income/employment information (US only), Explanation of activity (US only), All U.S. customers who wish to send and received Digital Currency on to the blockchain are required to: Submit a copy of an acceptable form of identification (i.e. passport, state driver's license, or state identification card), and Submit a picture of yourself or a selfie from your webcam or mobile phone. Notwithstanding these minimum verification procedures for the referenced American Kryptos Bank Services, American Kryptos Bank may require you to provide or verify additional information, or to wait some amount of time after completion of a transaction, before permitting you to use any American Kryptos Bank Services and/or before permitting you to engage in transactions beyond certain volume limits. You may determine the volume limits associated with your level of identity verification by visiting your account's Limits page. You may contact us at <https://support.amerikankryptosbank.com> to request larger limits. American Kryptos Bank will require you to submit to Enhanced Due Diligence. Additional fees and costs may apply, and American Kryptos Bank does not guarantee that we will raise your limits.

APPENDIX 3: E-Sign Disclosure and Consent This policy describes how American Kryptos Bank delivers communications to you electronically.



We may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Coinbase Account(s) and your use of American Kryptos Bank Services. Communications include: Terms of use and policies you agree to (e.g., the American Kryptos Bank User Agreement and Privacy Policy), including updates to these agreements or policies; Account details, history, transaction receipts, confirmations, and any other Account or transaction information; Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and Responses to claims or customer support inquiries filed in connection with your Account. We will provide these Communications to you by posting them on the American Kryptos Bank website, emailing them to you at the primary email address listed in your American Kryptos Bank profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements In order to access and retain electronic Communications, you will need the following computer hardware and software: A device with an Internet connection; A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled; A valid email address (your primary email address on file with American Kryptos Bank); and Sufficient storage space to save past Communications or an installed printer to print them.

How to Withdraw Your Consent. You may withdraw your consent to receive Communications electronically by contacting us at <https://support.amerikankryptosbank.com>. If you fail to provide or if you withdraw your consent to receive Communications electronically, Coinbase reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information. It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if Coinbase sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, American Kryptos Bank will be deemed to have provided the



Communication to you. You may update your information by logging into your account and visiting settings or by contacting our support team at <https://support.americkryptosbank.com>