

## **Exodus Referral Program Terms and Conditions**

**Last Updated: July 18, 2024**

**PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN THE EXODUS REFERRAL PROGRAM. BY PARTICIPATING IN THIS PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.**

1. The Exodus Referral Program (the “Program”) is offered at the sole discretion of Exodus Movement, Inc. (“Exodus”). The Program is open to current users of Exodus who successfully refer eligible new users, new users of Exodus who refer other new users, and new users of Exodus who use a referral code. Current Exodus users may choose to share a referral code or link with anyone who is an eligible new user that has not completed The KYC Service’s identity verification process or registered a wallet with Exodus in the past (“Eligible User”). Eligible Users must also not be a citizen or resident of a Restricted Jurisdiction, be over the age of 18, successfully complete KYC, and have a valid email address. Users who do not meet the conditions in this paragraph are ineligible for the Program. Exodus reserves the right to decline user referral payout requests without notice and at its sole discretion.
2. By participating in the Program, you agree that you have read, understood and agree to be bound by these Exodus Referral Program Terms (“Program Terms”) and by any changes or modifications we may make. You should review these Program Terms to understand the terms and conditions that apply to the Program as they may change from time to time. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services.
3. By participating in the Program, you also accept and agree to be bound by our separate terms on the Exodus website. You acknowledge that you have read and accept the (i) Privacy Policy [Privacy Policy](#) and our website Terms of Service [Terms of Service](#), which are incorporated herein by reference. **IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND EXODUS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 9 “DISPUTE RESOLUTION” IN THE TERMS AND CONDITIONS (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).** If you do not agree to these Program Terms, our Privacy Policy, and our website Terms of Service, you cannot participate in the Program. The Program is void where prohibited by law.

4. Both new and existing users will be eligible, subject to the terms set forth herein, for Program rewards after they have successfully verified their identity through Coinme or Veriff (The “KYC Services”) and registered a wallet with Exodus. For eligible users who have satisfied the requirements of the Program, Exodus will provide a certain dollar amount of rewards in the form of USDC rebates to the Program participant’s wallet. At this time, there is no limit to the number of referral payments an eligible user can receive in exchange for referring new users. New users who are referred may earn referral payments by referring other new users. Exodus may, in its sole discretion, offer other users rewards that are different from or in addition to the rewards set forth herein. The current referral rewards are as follows:
  - a. Referrers may earn 20% of Net Revenue from eligible swaps performed by a referee (Net Revenue means gross revenues actually collected by Exodus from eligible swap transactions carried out by a referee less all (i) taxes, (ii) customer discounts, (iii) costs and (iv) blockchain network/gas fees paid by Exodus); and
  - b. Referees may earn up to \$50 in rewards for \$2500 in eligible swaps.
5. Exodus will use real time exchange rates at the time awards are sent to calculate the final reward amount for each eligible referral. Reward payouts are sent on a monthly basis. However, certain swaps may only be eligible for rewards in certain jurisdictions in accordance with applicable laws. Exodus has sole discretion in determining which tokens and swap-pairs are eligible for rewards.
6. Exodus bears no responsibility for any tax implications related to rewards. Any tax obligations related to this offer are the sole responsibility of the user. Exodus will report referral payments to any one user equaling \$600 or more to the IRS as required by US tax laws, and will issue an appropriate tax form to any such user. By participating in the Program, you acknowledge and agree that your personal information may be used in connection with such required reporting.
7. Exodus reserves the right to disqualify any user from receiving rewards from this program if Exodus or the KYC Service suspects a user has engaged in fraud, or other dishonest or abusive activities related or unrelated to this offer.
8. The Program and its benefits are offered at our sole discretion. We may, in our discretion, cancel, modify, restrict, reverse or terminate these Program Terms, and/or the Program or any aspect or feature of the Program at any time without prior notice, even though such changes may affect the value of rewards already accumulated or earned and/or the ability to redeem accumulated rewards. We may refuse to honor any rewards received under this Program regardless of your entitlement. By participating in the referral program, you acknowledge that Exodus does not guarantee that you will receive a reward.
9. We reserve the right to exclude you from or to discontinue your participation in the Program at any time, in our sole discretion. Any suspected abuse of the Program, failure to follow any Program Terms, membership inactivity (i.e. no rewards earned) for more than

24 months, illegal activity, fraud, misrepresentation or other conduct inconsistent with these Program Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program reward may result in the revocation of your rewards and make you ineligible for further participation in the Program. If your membership is revoked, any rewards or benefits in your account, will automatically expire and your access to the Program and features will automatically terminate. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Terms, we also have the right to take appropriate legal action, in our sole discretion.

10. The KYC Services are third party services and Exodus does not retain any personal user information as part of this Program. We are not responsible for the privacy and advertising practices of the KYC Service. Please be aware that the Exodus Privacy Policy does not apply to your activities on the KYC Services websites or any Personal Data you disclose to the KYC Services. We encourage you to read their privacy policies before providing any Personal Data to them. Further, Exodus is not responsible for any issues arising from verification with The KYC Services. If you experience any issues with verification, please contact the applicable third party for assistance.
11. Do not submit fake, duplicate, or test data or information to KYC Services, or you may be permanently blocked from the Program. Do not attempt to use another person's liveness record, or you will be blocked from the Program. If you have previously opened an account with the KYC Services, or submitted any identity verification documents to the KYC services in the past, your new account might be flagged as a duplicate and that could impact your ability to receive payments as part of this program.
12. By participating in the Program, you will be automatically subscribed to receive and consent to receiving Program related emails. If you terminate your Program membership, you will no longer receive Program-related communications.
13. The Referral Program is not available to anyone in a jurisdiction that is either subject to US sanctions laws or that is currently not supported by The KYC Services. At the current time, sanctioned or unsupported jurisdictions include Afghanistan, Albania, Algeria, Bangladesh, Belarus, Bolivia, Bosnia, Burkina Faso, Cabo Verde, Cameroon, Central African Republic, China, Cuba, Congo, Croatia, Egypt, Eritrea, Ethiopia, Haiti, Honduras, Kenya, Kosovo, Iran, Iraq, Ivory Coast (Côte d'Ivoire), Lebanon, Lesotho, Libya, Liberia, Mali, Macedonia, Mauritius, Morocco, Mozambique, Myanmar, Namibia, Nepal, Nigeria, North Korea, Pakistan, Qatar, Russia, Saudi Arabia, Senegal, Serbia, Sierra Leone, South Sudan, Sri Lanka, Sudan, Syria, Tanzania, Uganda, Ukraine, United Arab Emirates, United Kingdom, Venezuela, Western Sahara, Yemen, and Zimbabwe (the "Restricted Jurisdictions"). This list is subject to change at any time.
14. If you have any questions or concerns that a reward was not properly applied to your account, or if you wish to cancel your participation in the Program, you should contact us at [Customer Service](#). If you cancel your participation in the Program, you will lose any accumulated rewards. When contacting Exodus regarding the improper allocation of rewards, you must specify the name and email address associated with the Program, the

date of the Program activity, and the issue(s) you encountered. You must contact Exodus no more than forty-five (45) days after the date the Program activity took place. We are not responsible for late notifications about Program activities not being credited to an account.