Exodus Terms of Use
Effective Date: Dec 24, 2017
Last Updated Date: November 13, 2026

PLEASE READ THESE TERMS OF USE AGREEMENT (THE **"TERMS"**) CAREFULLY AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND EXODUS MOVEMENT, INC. ("**EXODUS**" OR "**WE**: AND ITS DERIVATIVES). THIS SITE AND ANY OTHER SITES OF EXODUS (COLLECTIVELY, THE **"SITE"**) AND THE INFORMATION ON IT ARE CONTROLLED BY EXODUS. THESE TERMS GOVERN THE USE OF THE SITE AND APPLY TO ALL VISITORS TO THE SITE AND THOSE WHO USE THE BLOCKCHAIN CURRENCY MANAGEMENT SOFTWARE THAT IS DOWNLOADABLE FROM THE SITE (THE "**SOFTWARE**"), AS WELL AS OTHER SERVICES AND RESOURCES CONTROLLED BY EXODUS THAT ARE AVAILABLE OR ENABLED VIA THE SITE, (EACH A **"SERVICE"** AND COLLECTIVELY, THE **"SERVICES",** WHICH TERM INCLUDES THE SOFTWARE AND THE SITE UNLESS EXPLICITLY SET FORTH BELOW). IMPORTANTLY, AS DISCUSSED IN SECTION 1.7 BELOW, THESE TERMS DO NOT GOVERN ANY INTERACTIONS YOU MAY HAVE WITH OUR THIRD PARTY API PROVIDERS, EACH OF WHICH HAS ITS OWN TERMS. BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING THE SOFTWARE AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH EXODUS, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY ON FOR WHOM YOU ARE USING THE SERVICES. THE TERM **"YOU"** REFERS TO YOU INDIVIDUALLY OR THE LEGAL ENTITY ON WHOSE BEHALF THE SERVICES ARE USED, AS APPLICABLE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES**.

SECTION 10 OF THE TERMS CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND EXODUS TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Exodus may modify these Terms at any time and in our sole discretion. If we do so, we will change the "Last Updated" date at the beginning of these Terms. By Continuing to use the Site or

Services following the release of updated Terms you consent to the updated Terms. We invite you to check this page regularly for updates to these Terms.

1. **Use of the Services.** The Software, the Site, the Services, and the information and content available therein (**"Exodus Content"**) are protected worldwide by copyright laws. Subject to the Terms, Exodus grants you a limited license to reproduce portions of Exodus Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by Exodus in a separate license, your right to use any Exodus Content is subject to these Terms. **The Software and Services do not function as, and Exodus is not, an exchange, trust company, money transmitter, payment processor, licensed broker, dealer, broker-dealer, a bank or financial institution and does not provide investment or financial advice, or consulting services to users of the Services. We are solely the provider of the Services.**

1.1. **Exodus Software.** THE SOFTWARE AND SERVICES PROVIDED BY EXODUS ALLOWS YOU TO MANAGE SELF-CUSTODIED DIGITAL ASSETS AND OTHERWISE WRITE TRANSACTIONS THAT MAY BE EXECUTED ON THIRD-PARTY BLOCKCHAINS AND OTHER THIRD-PARTY SERVICES (DEFINED BELOW) INVOLVING OTHER USERS OF EXODUS SOFTWARE AS WELL AS THIRD PARTIES. BY USING THE SOFTWARE, YOU AGREE AND UNDERSTAND THAT THE SOFTWARE IS NOT SUPERVISED, LICENSED, OR ENDORSED BY ANY FINANCIAL SERVICES AUTHORITY AND IS NOT AFFILIATED WITH ANY REGULATED ENTITY. Use of the Software is governed by these Terms. Exodus delivers the Software via download and Exodus will not provide you with any tangible copy of the Software. Subject to your compliance with the Terms, Exodus grants you a nonassignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal business purposes. **Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. Exodus is not responsible for any loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Exodus cannot recover passwords or unlock account information stored on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.**

1.2. **Updates.** The Software and Services are evolving and you may be required to accept or install updates to the Software or Services, or update third-party software (i.e., browsers

or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice. It is your responsibility to ensure that you are using the most recent version of the software at all times.

1.3. **Price Alerts.** By using the Price alerts feature, you agree that: Price alerts are for informational purposes only. Price alerts may be delayed, limited or inaccurate and may not cover all assets. Exodus is not responsible for any customer losses caused by price alerts.

1.4. **Transactions are Final.** Please note that all transactions conducted through the Software and/or Services are final and irreversible. Due to the immutable nature of blockchain technology, once a transaction is submitted and recorded on the applicable blockchain, it cannot be canceled, reversed or refunded. You understand and agree that, except as expressly provided in the applicable Paid Services Terms or in Section 1.11 with respect to the Paid Service, or as otherwise required by applicable law, you are not entitled to any credit, refund or reversal for any completed transaction.

1.5. **Certain Restrictions.** By accessing the Services, you agree not to:

(a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Exodus Content, or any portion thereof, including on a service bureau or equivalent basis;

(b) frame or enclose any trademark, logo, or other Exodus Content, (including images, text, page layout or form);

(c) use any metatags or other "hidden text" using Exodus' name or trademarks;

(d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law);

(e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to "scrape" or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content;

(f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software;

(g) copy, reproduce, distribute, republish, download, display, post or transmit any Exodus Content except as expressly permitted herein;

(h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Exodus Content. Exodus, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by Exodus herein;

(i) use the Services on behalf of another individual. The Services are designed for use only by the individual who personally controls the private keys associated with a wallet and who has accepted these Terms. Exodus does not support, recognize, or facilitate wallets that are managed, controlled, or operated by guardians, trustees, parents, attorneys-in-fact, or other representatives acting on behalf of another person where the individual wallet holder does not maintain exclusive control over their private keys;

(j) Share, resell, transfer, abuse, or attempt to do any of the foregoing with regard to any of the Paid Services, including the Exodus Pay rewards program points, paid tiers, refund mechanics, or any benefit or promotion earned as a part of accessing a paid tier of the Exodus Pay rewards program.

1.6. **Sanction Compliance.** In order to adhere with applicable governing laws, Exodus has prepared and implements certain policies and controls to ensure our Services, including any Paid Services, are not utilized by unauthorized, or restricted persons. By using the Services, you agree to the following:

(a) **Sanctioned Persons Representation.** By using the Services offered by Exodus, you hereby affirm, represent, and warrant that you are not located, organized, or a resident in any country or territory that is subject to comprehensive U.S. trade sanctions (currently, Cuba, Iran, North Korea, Syria, or the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine) (each a "Sanctioned Country"); (b) an individual or entity identified on any applicable sanctions list, including the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List (each a "Sanctions List"); or (c) owned, controlled, or acting on behalf of any person or entity located, organized, or resident in a Sanctioned Country or identified on a Sanctions List. You agree that you will not use the Services to engage in any violations of applicable law, including the sanctions laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control.

(b) **Sanctions Screening and Enforcement.** Exodus may screen users, transactions, wallet addresses, and IP information against applicable Sanctions Lists and comparable restricted party lists, including prior to and as a condition to accessing

any Paid Services. Exodus shall not be liable for any actions taken in good faith under this Section.

1.7. Third Party API Providers.

- The Services may incorporate, or may provide access to, applications or materials that are hosted by or allow users to transfer custody to another party, including, but not limited to:
    - Crypto assets, such as Ethereum and Bitcoin;
    - Cryptocurrency swap services (for token-to-token exchanges), such as 1inch (1inch.io), Aeroswap (aeroswap.io), ChangeHero (changehero.io), Changelly (changelly.com), ChangeNow (changenow.io), (coincrypto.to), Cripto InterCambio (criptointercambio.com), Dexhunter (dexhunter.io), Exolix (exolix.com), Jupiter (jup.io), n.Exchange (n.Exchange), Ramp Swaps, Ltd. (ramp.network), LI.FI (Li.Fi), Rango, (rango.exchange), SimpleSwap (simpleswap.io) Switchain (switchain.com), Robinhood (Robinhood.com), MoonPay (moonpay.com), and Paypal Inc. (paypal.com); Blockchain.com (blockchain.com), Coinme (coinme.com), Onramper Technologies (onramper.com),
    - Information providers (for price data, market data, and other relevant information), such as Coingecko (Coingecko.com), Coinmarketcap (Coinmarketcap.com), and Cryptocompare (Cryptocompare.com); and
    - Other third-party services such as SardineAI, Everstake (everstake.one), Bitrefill (bitrefill.com), Magic Eden (magiceden.io), Trezor (trezor.io), Wallet of Satoshi (walletofsatoshi.com), (collectively, “Third Party Services").
    - Third party custodial services such as Wallet of Satoshi. Wallet of Satoshi is a custodial lightning network wallet. By depositing funds into the lightning wallet, you understand you no longer retain custody of those funds while they remain in this wallet. Exodus is not responsible for any loss of funds resulting from using Wallet of Satoshi or any third party custody integration
- **You understand and agree that all cryptocurrency swap providers and information provided through the Services are executed by Third Party Service providers, and that Exodus does not itself directly exchange virtual currencies or provide data on prices.**
- You also understand and agree that access to Third Party API Providers may be geo-blocked for residents of certain countries and certain states of the United States. There can

be no assurance that any security measures that we or our third-party service providers have implemented will be effective against current or future security threats. While we take steps in an effort to protect the security of our platform and the availability, integrity, confidentiality and security of our data, our security measures or those of our third-party providers could fail and result in unauthorized access to or use of our platform or unauthorized, accidental or unlawful access to, or disclosure, modification, misuse, loss or destruction of, our or our customers' data.

- While we strive to provide users with accurate and real-time information on digital asset prices and other relevant market data, we do not guarantee the accuracy of information provided by third party information providers. We strongly recommend users verify any information, including but not limited to pricing information, before relying on this information for decisions of any kind. The information is provided by and belongs to the individual information providers and we assume no ownership or any liability over any such information. Furthermore, as a condition of using the Services, you agree that we shall assume no liability for any decisions made by you or any other users based on this information.

- You understand and acknowledge that private keys may be compromised if customers choose to store their private keys in non-secure systems, such as third-party email services, which may be susceptible to security breaches and security incidents, despite our efforts to discourage our customers from engaging in these practices. Although such incidents are outside of our control and do not relate to any insecurity or vulnerability on the part of the Exodus Platform, customers may nevertheless blame or become dissatisfied with the Exodus Platform as a result of these negative experiences.

- Neither Exodus, nor any of our Third Party API providers will ever ask you to share any credential, private key, or other sensitive information with us or them. **Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy.**

- Third Party API Providers are available to you, subject to the terms and conditions of each third party provider. To the extent Third Party API Providers have terms that differ from these Terms, you may be required to agree to those terms in order to access their Software, Site, or Services.

- **We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, or loss of funds of any Third Party Software, Site, or Services, including pricing information, exchange rates, processing of transactions, third party custody service and similar activities. We do not provide customer support for transactions performed on third-party API**

provider's Software, Site, or Services. When you leave the Exodus software and access the third-party's software, their Terms of Service govern the transaction. You understand and acknowledge that all transactions you initiate with any of our third-party providers are final and Exodus will not be responsible for any refunds.

- **A complete list of Third Party API Providers is attached hereto in the Appendix. This list will be updated on a quarterly basis.**

- **As may be necessary to provide you with the Services, or requested support services Exodus may have access to certain information provided to a Third Party API Provider as set out in our Privacy Policy.**

1.8. **User Content**. You are responsible for all data and information provided or uploaded by you to the Services ("**User Content**"), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual ("**Personal Information**") in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy.

1.9. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services.

1.10. **References to "Cash" or similar terms or symbols.** You understand and agree that the use of the words "Cash", "cash", "money", or "funds" by Exodus, including with regard to the Exodus Pay Services, refers to the representative value of the stablecoins or other cryptocurrencies and digital assets held in users' self-custodial wallets. Except when referencing payment by a user for a Paid Service, use of fiat currency symbols, including, but not limited to "$" and "€", are displayed for asset valuation reference purposes only and do not refer directly to United States dollars or any other fiat currency. The services do not provide transmission or other services for fiat currency.

1.11. **Paid Services.** Although the Software is free to download and use, Exodus may from time to time offer certain features, memberships, tiers, subscriptions, products, or services as part of the Software, the Services, or the Exodus Pay features and functionality made available through the Software (including the Exodus Pay Rewards Program and any tiers or benefits offered under it) (collectively, the **"Exodus Pay Services"**) for which Exodus

charges a fee that is payable by the user directly to Exodus, a designated Exodus Affiliate, or a third-party payment agent or service provider on Exodus's behalf (each, a **"Paid Service,"** and each such fee, a **"Service Fee"**). Paid Services are optional and you will not be charged a Service Fee unless you affirmatively elect to purchase a Paid Service and confirm payment. Paid Services are provided by Exodus and not by any Third Party API Provider. The following terms apply to each Paid Service:

(a) **Disclosure; Additional Terms.** The applicable Service Fee, the payment methods accepted, and the duration and principal benefits of the Paid Service will be displayed to you in the Software, or otherwise disclosed to you, before you complete payment. Any Paid Service may be subject to additional terms (**"Paid Service Terms"**), such as the Exodus Pay Rewards Program Terms and Conditions with respect to the Paid Tiers, which are incorporated into these Terms by reference, when you purchase or use that Paid Service. If there is a conflict between these Terms and the Paid Service Terms with respect to a Paid Service, the Paid Service Terms control as to that Paid Service, and these Terms govern in all other respects.

(b) **Payment Methods.** Service Fees are payable directly to Exodus (or an affiliate or other payment agent or third-party service provider on Exodus's behalf that Exodus designates) using the payment methods that Exodus or the third-party service provider makes available for the applicable Paid Service. These may include transferring a digital asset that Exodus supports for that purpose from your self-custodial wallet, at the conversion rate displayed at the time of payment, or, where offered, redeeming points under a program operated by Exodus. Exodus may limit the digital assets, blockchain networks, and other payment methods it accepts and may change them at any time. Notwithstanding Section 1.10, where a Service Fee is denominated in U.S. Dollars or another fiat currency, that denomination fixes the price of the Paid Service and is not displayed for asset valuation reference purposes only; however, the Software and the Exodus Pay Services continue not to provide transmission or other services for fiat currency.

(c) **Your Authorization; Verify Payment Details.** When you pay a Service Fee, you do so by approving a transfer from your own self-custodial wallet. Exodus does not have access to your private keys and cannot initiate a transfer from your wallet without your approval. You are solely responsible for verifying the amount, digital asset, blockchain network, and destination address displayed before you approve a transfer. Except as otherwise set forth in these Terms, such as Section 1.11(j), a Paid Service is activated only after Exodus confirms that the full Service Fee has been received, including any required network confirmations. A transfer of less than the full Service Fee, or of the wrong asset, on the wrong network, or to an incorrect address, may result in a failed transaction, may not activate the Paid Service, and may be unrecoverable if an incomplete or incorrect payment is made. Exodus has no obligation to recover or return any such transfer, but may, in its sole discretion,

attempt to do so.

(d) **Network Fees; Third-Party Charges; Taxes.** Service Fees do not include network, "gas," or other transaction fees or any other third-party charges associated with your payment, which are your sole responsibility, are not collected by Exodus, and are not refundable. Service Fees are stated exclusive of any taxes, and where applicable law requires Exodus to collect, withhold, or remit sales, value-added, goods and services, or similar taxes on a Service Fee, Exodus may add those taxes to the price at the time of payment. You remain solely responsible for all other taxes arising from your purchase of or payment for a Paid Service, if any, including any tax consequences of disposing of a digital asset to pay such Service Fee.

(e) **No Automatic Renewal.** Unless the applicable Paid Service Terms or the Software expressly state otherwise at the time of purchase, a Paid Service is purchased for a fixed term and does not renew automatically. Exodus will not initiate any transfer from your self-custodial wallet without your approval. If Exodus offers a Paid Service that renews automatically, Exodus will disclose the renewal terms and obtain your consent in the manner required by applicable law.

(f) **Payments Final; Refunds.** Consistent with Section 1.4, a payment that has been submitted to a blockchain cannot be cancelled, recalled, or reversed. Except as expressly provided in the applicable Paid Service Terms or as required by applicable law, Service Fees are non-refundable, including if you stop using a Paid Service or if your access to the Software or a Paid Service is suspended or terminated. Section 1.4 does not limit any refund that the Paid Service Terms expressly provide or that applicable law requires. Unless the Paid Service Terms or applicable law provide otherwise, any refund that Exodus makes may be paid in a different digital asset than the one you used, will be calculated at the rate in effect at the time of the refund, may be reduced by network fees, and will be made to the wallet from which the payment was sent or to another wallet you designate, subject to Section 1.6.

(g) **Changes to Paid Services and Service Fees.** Exodus may add, modify, suspend, limit, or discontinue any Paid Service or any of its benefits, may restrict a Paid Service by jurisdiction, and may change any Service Fee, in each case in accordance with these Terms and the applicable Paid Service Terms. A change to a Service Fee will not increase the Service Fee for any period for which you have already paid. Exodus may correct errors in the price or description of a Paid Service, and if an error is discovered before a Paid Service is activated, Exodus may decline or cancel the purchase. If payment was received, Exodus maintains the right to choose to return it in accordance with paragraph (f) above and withhold provision of the Paid Service.

(h) **Eligibility; Compliance; Personal Use.** Paid Services may not be available in all jurisdictions or to all users. Your purchase and use of a Paid Service are subject to these Terms, including Sections 1.6 and 12.10, and to any identity-verification or other compliance requirements that Exodus or its service providers impose. Exodus

may decline, cancel, suspend, or restrict a purchase of, or access to, a Paid Service, and may screen the wallet address from which a payment is sent, if Exodus reasonably believes that doing so is (x) required or advisable under applicable law or (y) that the purchase or your use involves fraud, a violation of these Terms, or a prohibited person or wallet. Paid Services are personal to you and may not be transferred, sold, shared, or sublicensed, and may not be accessed without payment.

(i) **No Payment Processing for Others; Third-Party Fees.** Exodus' receipt of Service Fees for its own Paid Services does not make Exodus a payment processor, payment service provider, money transmitter, exchange, bank, or financial institution with respect to any other person, and Exodus does not receive, hold, or transmit funds on behalf of any other person. Fees or charges that imposed by any third-parties (for example, fees charged by a Third Party API Provider for a swap or by a card issuer) are not Service Fees, are not charged by or paid to Exodus, and are governed by Section 1.7 as well as the applicable third party's terms.

(j) **Transaction Submission and Network-Resource Services**. Certain Paid Services may consist of Exodus submitting to a blockchain network a transaction that you have signed and/or procuring and delegating network resources (such as bandwidth or energy) to reduce the network fees you would otherwise pay, in exchange for a Service Fee, which may be collected upon your initiation of the transaction. For any such Paid Service: (i) Exodus does not take custody or control of the digital assets you are transferring, cannot redirect, withhold, or reverse them, and those assets move directly from your wallet to the recipient you designate; (ii) Exodus does not guarantee that any transaction will be broadcast, confirmed, or completed, that any network resource will be available, or that any fee reduction will reach any particular amount, and Exodus may decline to submit a transaction, including where it is unable to obtain the applicable network resource from a third-party provider, where it determines the transaction is likely to fail, or where it reasonably suspects fraud, abuse, or a violation of these Terms; (iii) if Exodus does not submit, or declines to submit, your transaction, you remain able to submit that transaction yourself directly to the applicable blockchain network without using the Paid Service, in which case you are responsible for the applicable network fees, and (iv) Exodus may rely on one or more third-party providers to supply network resources, and Section 1.7 applies to those providers.

(k) **Relationship to Other Provisions.** Except as expressly provided in this Section 1.11 and Section 6.1, all other provisions of these Terms apply to the Paid Services, including Sections 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Term and Termination), and 10 (Dispute Resolution). Nothing in this Section 1.11 limits any right or remedy that you have under applicable law that cannot be waived by agreement.

2. Ownership.

2.1. **Generally.** Exodus and its suppliers own all right, title and interest in and to the Exodus content contained within the Software, Site, and Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Exodus Content.

2.2. **Trademarks.** Exodus Movement, Inc. and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of Exodus and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks, and trade names that may appear on or in the Site or Services are the property of their respective owners.

2.3. **User Content**. You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Software, Site, or Services, you grant us, and any Third Party API Provider used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to:

(a) comply with legal process;

(b) enforce these Terms,

(c) respond to your requests for customer service, or

(d) protect the rights, property or personal safety of Exodus, our employees, directors or officers, partners and agents, or members of the public.

2.4. **Feedback.** You may provide ideas, suggestions, documents, and/or proposals about the Services to Exodus through any means (**"Feedback"**), and you grant Exodus a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.

3. User Conduct. You may not use the Software, Site, or Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Site, Software, or Services that:

(a) infringes the rights (including intellectual property rights) of Exodus or any other person or entity;

(b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive;

(c) is unauthorized or unsolicited advertising, junk or bulk e-mail;

(d) involves unauthorized or illegal commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes;

(e) involves carrying out any financial activities subject to registration or licensing, or in violation of financial services laws and regulations

(f) impersonates any person or entity, including any employee or representative of Exodus;

(g) interferes with the proper functioning of the Software, Site, or Services;

(h) engages in any potentially harmful acts directed against the Software, Site, or Services, including violating any security features, introducing viruses, worms, or similar harmful code into the Software, Site, or Services; or

(i) attempts to do any of the foregoing.

4. **Investigations.** Although Exodus does not generally monitor user activity on the Software, Site or Services, if Exodus becomes aware of any possible violations by you of any provision of the Terms, Exodus may investigate such violations, and at its sole discretion may take any of the actions set forth in Section 9 below, or otherwise permitted under these Terms.

5. **Indemnification.** You agree to indemnify and hold Exodus harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:

(a) your use of, or inability to use, the Software, Site, or Services;

(b) your violation of the Terms;

(c) your violation of any rights of another party, including any other users of the Software, Site, or Services;

(d) your violation of any applicable laws, rules or regulations;

(e) your breach of any representation or warranty made under these Terms regarding your compliance with any sanctions, export control, fraud, anti-money laundering, or any other similar law, rule, or regulation; or

(f) your breach of any provision of these Terms regarding your payment obligations to Exodus or any third party related to the Services or any Paid Service, including but not limited to payment fraud, willful misconduct, or your tax obligations.

Exodus may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Exodus in asserting any available defenses. This provision does not require you to indemnify any Exodus Party for such party's fraud, gross negligence, or willful misconduct in connection with the Services.

6. Fees

6.1. Except for Paid Services (as defined in Section 1.11), we do not charge fees for the use of the Software or the Exodus Pay Service. As described in Section 1.11, however, you may in some instances incur fees or charges payable directly to Exodus in exchange for Paid Services that Exodus offers as part of the Software, the Services, or the Exodus Pay Services, such as the annual fee for a Paid Tier under the Exodus Pay Rewards Program (each such fee or charge, a "Service Fee"). Paid Services are optional, and you will not be charged a Service Fee unless you affirmatively elect to purchase a Paid Service. The applicable Service Fee will be displayed to you before you complete payment. In addition, to conduct a transaction on a blockchain network, you may be required to pay a network fee (*e.g.*, "gas" fee). Likewise, you may incur charges from third parties for use of linked services. Third party fees are not charged by us and are not paid to us. These fees are set by the network or third party, where relevant, and are your sole responsibility. Service Fees, by contrast, are charged by and payable to Exodus, are not third-party fees, and are separate from and in addition to any network fee or third-party charge.

6.2. You are entirely responsible for any tax liability which may arise from purchasing or reselling digital assets and any other activities you engage in while using technologies available through the Software or the Exodus Pay Service or which occur as a result of your activities on such technologies. It is your responsibility to ensure that you have accounted for, reported to the proper governmental authority, and paid all such taxes to the applicable taxing authority. We do not undertake any obligation to report any taxes, nor collect or disburse them on your behalf. You also acknowledge and agree that if we are requested to provide data about your usage of the Software or the Exodus Pay Service to a tax authority or government agency, we may do so even if we are not compelled to do so.

6.3. UNDER NO CIRCUMSTANCES SHALL WE INCUR ANY LIABILITY, OF ANY KIND, IN CONNECTION WITH FEES CHARGED BY THIRD PARTIES. YOU HEREBY INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY LOSSES IN CONNECTION WITH FEES CHARGED BY THIRD PARTIES RELATED TO THE SOFTWARE OR SERVICES AND ANY THIRD-PARTY TECHNOLOGIES, OR ARISING IN CONNECTION WITH TAXES YOU MAY OWE.

7. Disclaimer of Warranties.

7.1. **As Is.** EXCEPT AS, AND ONLY TO THE EXTENT, PROHIBITED BY APPLICABLE LAW, THE SOFTWARE, SITE, SERVICES, AND ANY INFORMATION DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND EXODUS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, SOFTWARE, OR ANY INFORMATION DISPLAYED THEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.

7.2. **Beta Releases**. FROM TIME TO TIME, EXODUS MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES, WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT EXODUS' SOLE DISCRETION.

Third Party Conduct. EXODUS IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD EXODUS LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SOFTWARE, SITE, OR SERVICES, INCLUDING THE USE OF THIRD PARTY API PROVIDERS'S SOFTWARE AND OR SERVICES. THE RISK OF INJURY FROM USE OF SUCH THIRD PARTY SOFTWARE AND SERVICES RESTS ENTIRELY WITH YOU.

8. Limitation of Liability.

8.1. **Disclaimer.** IN NO EVENT WILL EXODUS BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION

WITH THE SERVICES, WHETHER OR NOT EXODUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.

8.2. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL EXODUS BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF THE USE OF OUR SOFTWARE, SITE, OR SERVICES EXCEEDING ONE THOUSAND DOLLARS ($1,000.00).

8.3. **Exceptions.** The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud, gross negligence, or willful misconduct of Exodus, or to the extent such limitations are precluded by applicable law (in which case Exodus' liability will be increased to the minimum amount required to comply with such law).

9. Term and Termination.

9.1. **Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Software, Site, or Services, unless terminated earlier in accordance with this Section 9.

9.2. **Termination by Exodus.** Exodus may, at any time and for any reason, cease providing any or all of the Software, Site, or Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the Exodus content.

9.3. **Termination by You.** Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.

9.4. **Effect of Termination.** Upon termination of any Service, your right to use the Software, Site, and Service will automatically terminate immediately. Except as required by applicable law, or under the Paid Service Terms, Exodus will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 1.11, 2, 5, 6, 7, 8, 9, 10 and 11.

10. Dispute Resolution. ***Please read this Section 10 (the "Arbitration Agreement") carefully. It requires you to arbitrate disputes with Exodus and limits the manner in which you can seek relief.***

10.1. **Applicability of Arbitration**. You agree that any dispute or claim relating in any way to your access or use of the Site, Services, or Software, or to any aspect of your relationship with Exodus other than Paid Services covered by separate Paid Services Terms, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Exodus may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). If there is a conflict between this dispute resolution terms and the Paid Service Terms with respect to a dispute regarding Paid Service, the Paid Service Terms control as to that dispute over the Paid Service, and this provision governs in all other

respects. **This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

IF YOU AGREE TO ARBITRATION WITH EXODUS, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST EXODUS ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, YOU MAY BRING YOUR CLAIMS AGAINST EXODUS IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.

10.2. Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Exodus Movement, Inc. 251 Little Falls Drive, Wilmington, DE 19808, with a copy to Exodus Movement, Inc. 15418 Weir Street, No. 333, Omaha, NE 68137. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at http://www.jamsadr.com/rules-streamlined-arbitration/; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at http://www.jamsadr.com/rules-comprehensive- arbitration/. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Exodus will pay them for you. In addition, Exodus will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Exodus will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Harris County, Texas. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All arbitration pleadings and proceedings will be conducted in English.

10.3. **Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency will have exclusive authority to:

(a) Determine the scope and enforceability of this Arbitration Agreement; and

(b) Resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable.

The arbitration will decide the rights and liabilities, if any, of you and Exodus. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

10.4. **Waiver of Jury Trial.** YOU AND EXODUS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Exodus are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

10.5. **Waiver of Class or Consolidated Actions**. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATE WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 12.5.

10.6. **30-Day Right to Opt Out.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Exodus Movement, Inc. 15418 Weir Street, No. 333 Omaha, NE 68137, or via email to support@exodus.io, within 30 days after first becoming subject to this Arbitration Agreement. Notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of the Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

10.7. **Severability.** If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such part will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

10.8. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Exodus.

10.9. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Exodus makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Exodus.

11. Privacy Policy.

11.1. Please refer to our Privacy Policy for information on how we may collect, use or disclose information from you in connection with the Software and/or Services.

11.2. By agreeing to these Terms, you acknowledge and agree to our Privacy Policy.

12. General Provisions.

12.1. **Electronic Communications.** Communications between you and Exodus use electronic means, whether made via the Site or Services or sent via e-mail, or whether Exodus posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Exodus in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Exodus provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

12.2. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Exodus' prior written consent.

12.3. **Force Majeure.** Exodus will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

12.4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at: support@exodus.io or at Exodus Movement, Inc. 15418 Weir Street, No. 333 Omaha, NE 68137. We will do our best to address your concerns.

12.5. **Exclusive Venue.** To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Exodus agree that all claims and disputes arising out of or relating to these Terms will be litigated before the Eleventh Division of the Texas Business Court (or, if the Texas Business Court does not have jurisdiction), the federal district court for the Southern District of Texas, Houston Division or the state district court of Harris County, Texas.

12.6. **Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF TEXAS, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

12.7. **Notice.** Where Exodus requires that you provide an e-mail address, you are responsible for providing Exodus with your most current e-mail address. In the event that the last e-mail address you provided to Exodus is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Exodus's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Exodus at the following address: Exodus Movement, Inc. 15418 Weir Street, No. 333, Omaha, NE 68137. Such notice will be deemed given when received by Exodus by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

12.8. **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. **Severability.** If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

12.10. Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Exodus are subject to the export control laws and regulations of the United States. You will comply with these laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer Exodus products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations

12.11. Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

12.12. Entire Agreement. These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

APPENDIX
COMPLETE LIST OF THIRD PARTY API PROVIDERS (As of March 7, 2025)

I. Cryptocurrency Exchanges

- **1inch**
- **Aeroswap**
- **ChangeHero**
- **Changelly**
- **ChangeNow**
- **Cripto InterCambio**
- **DexHunter**
- **Exolix**
- **Jupiter**
- **LI.FI**
- **MoonPay**
- **n.Exchange**
- **Paypal Inc.**
- **Ramp Swaps**
- **Robinhood**
- **Rango**
- **Switchain**
- **SimpleSwap**
- **Blockchain.com**
- **Onramper Technologies**
- **Bitrefill**
- **CoinMe**

II. Information Providers

- **Coingecko**
- **Coinmarketcap**
- **Cryptocompare**

III. Other Third-Party Service Providers

- **Wallet of Satoshi**
- **Everstake**
- **Trezor**
- **SardineAI**
- **Magic Eden**