

The following is a summary of the Kraken.com Terms of Service provided solely for your convenience and informational purposes. You must read the complete Terms of Service below for the legally binding terms.

Summary of Kraken.com Terms of Service

This summary provides an overview of our Terms of Service that apply to your use of our website, platforms, trading and other services. This summary isn't legally binding and is purely for informational purposes. While we hope this summary section is helpful, please read the complete Terms of Service below for the legally binding terms.

- **Applicable Terms.** The Terms of Service will only apply to you if you don't reside in Canada. We have separate [Canadian Terms of Service](#) that will apply to you if you reside in Canada.
- **Account and Eligibility.** The Terms of Service sets forth certain criteria for your eligibility to use our services and platforms. It also includes requirements about who may create an account and what you can't do with your account.
- **Our Services.** Below, you'll find terms about how you can use our services. There are fees associated with our services, and the Terms of Service provide more information on those fees and how they may be paid by you. There are also a number of ways in which you are prohibited from using our services or platforms, some of which are covered below.
- **Supported Digital Assets and Availability of Services.** Certain Digital Assets or services may not be available or may only be available in certain jurisdictions. We also may stop supporting certain Digital Assets or may stop providing certain services.
- **Changes.** The Terms of Service discuss changes we can make to our services, platforms, or the terms themselves, including how we can suspend or terminate the services or platforms or your account. Changes to the Terms of Service, our services, or platforms may be made at any time, with or without notice. Continued use of our services and platforms is your consent to the Terms of Service and any changes to them.
- **Risks and Liability.** There are risks associated with using our services, and the Terms of Service cover some of these risks. The Terms of Service also cover your responsibility for taking on risk, limit our liability to you, and limit the remedies you may have against us and how you may seek those remedies.
- **No Insurance.** We are not a bank or other depository institution. Your account isn't a deposit account or bank account. Your account and digital assets are not covered by insurance against losses or subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections or protections of any comparable organization in the world.
- **Annexes.** You may have the opportunity to use additional services we provide. The Annexes to the Terms of Service contain terms and conditions on additional services.
- **Dispute Resolution.** We hope to avoid disputes, but if there is a dispute, you are required to arbitrate disputes with us and the manner in which you can seek relief may be limited.
- **Terminate Account.** You may terminate your account at any time by transferring your Digital Assets and redeeming your Fiat Balances to a Financial Account and ceasing to use our services.

Certain terms of our relationship survive terminating your account, and these terms are detailed below.

The following is the binding and enforceable Terms of Service.

Kraken.com Terms of Service

Last Updated: November 1, 2023

Please read these Terms of Service (including all Annexes, “**Terms**”) carefully, as they are binding and govern your use of our services, and our websites (including kraken.com, and pro.kraken.com), and mobile applications through which you access our services (“**Platforms**”), along with any applicable third-party terms you may have agreed to as part of using or receiving our mobile applications (such as terms for the Apple App Store or Google Play, if applicable). If these Terms conflict with any such third-party terms, these Terms will control to the extent of the conflict. By accessing or using our services or Platforms, or by creating an account, you agree to these Terms.

These Terms may change at any time and without notice, including updates to (1) reflect changes to our services and Platforms or how we do business; (2) reflect the addition of new services, features, technologies, or offers; (3) address legal, regulatory, or security development; or (4) prevent harm to our services and Platforms or to those using our services and Platforms. These Terms can only be modified in writing, and any change will be effective as of the Last Updated date set forth above. You should frequently check these Terms for updates. If you continue to access or use our Platforms or services, after we change these Terms, you agree to all our changes.

We make our services and Platforms available for users in many countries. Because of this, not all services are available on every Platform or in every location, and the services and Platforms may be provided to you by one of our affiliated entities.

These Terms are a legally binding agreement between “**you**” (an individual, or an entity acting through an authorized individual) and the entity listed below (including its affiliates, “**we**”, “**us**”, “**our**”, “**Kraken**” or “**Payward**”):

- Payward Ventures, Inc., 100 Pine St., Suite 1250, Office 6, PMB A188, San Francisco, CA 94111, USA, if you live in the United States of America (except as noted below);
- Payward Ltd., 6th Floor, One London Wall, London, EC2Y 5EB, United Kingdom, if you live in the United Kingdom (except as noted below);
- Bit Trade Pty Limited, Unit 610, 478 George Street, Sydney, NSW 2000, Australia, if you live in Australia (except as noted below);
- Payward Europe Solutions Limited, Italian Branch, 21 Via San Marco, Milan, MI, 20121, Italy, for VASP services if you live in Italy (except as noted below);
- Payward Europe Solutions Limited, 70 Sir John Rogerson’s Quay, Dublin Docklands, Dublin 2, Ireland D02 R296, for VASP Services if you live in Ireland (except as noted below);

- Payward Europe Solutions Limited, 70 Sir John Rogerson's Quay, Dublin Docklands, Dublin 2, Ireland D02 R296, for BEL VASP Services if you live in Belgium (except as noted below);
- [Payward Continental Services Limited, \(an Irish entity whose registered address is at 70 Sir John Rogerson's, Quay, Dublin, D02R296, Ireland\) operating through its Dutch Branch with a local Dutch business address at Weteringschans 165 C, 1017XD Amsterdam for Dutch VASP Services if you live in The Netherlands \(except as noted below\);](#)
- Payward International Markets Limited, Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands, if you live in the European Economic Area (except as noted above for VASP services if you live in Italy or Ireland, for BEL VASP services if you live in Belgium, [Dutch VASP Services if you live in The Netherlands](#), or as noted below);
- Payward Trading Ltd, 2nd floor, Water's Edge Building, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, if you live anywhere else in the world where we make our services available (except Canada, or as noted below);
- Payward Commercial Ltd., Road Town PO Box 4301, Tortola British Virgin Islands, for those services set forth in Annex C;
- Payward Trading Ltd, 2nd floor, Water's Edge Building, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, for those services set forth in Annex A (except if you live in the United States of America or Australia), Annex B, Annex D, and Annex E;
- Payward Holdings MENA Ltd, Floor 7, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE, for those services set forth in Annex F; and
- Payward Ireland Limited, 70 Sir John Rogerson's Quay, Dublin Docklands, Dublin 2, Ireland D02 R296 for those services set forth in Section 1(c) of Annex G if you live in Ireland, The Netherlands, or France.

If you live in Canada, the [Canadian Terms of Service](#) are the binding agreement between you and Payward Canada, Inc.

To make these Terms easier to read, we have organized them as follows:

Terms of Service

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1. Eligibility; Account

Eligibility

To use most of our services, you need to create an account with us. Your account may hold Digital Assets, NFTs or a Fiat Balance. To use any of our services, or to create an account, you must meet at least the following conditions (“**Conditions**”):

- if you are an individual, be old enough to legally form a binding contract in your jurisdiction (in the USA, that’s 18 years old, but it may be different where you live),
- if you are an entity, be duly organized and validly existing under the applicable laws of the jurisdiction of your organization,
- have a current and valid email address, mobile phone number, and street address,
- have full power and authority to enter into these Terms without violating any other agreement you have made,
- not have been restricted from using our services,
- if you are an individual, not be located in, under the control of, or resident in—or, if you are an entity, not be directly or indirectly owned or controlled by any person located in, under the control of, or organized or resident in—any sanctioned or embargoed jurisdiction (including Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russia, and Syria), or any jurisdiction where we may have restricted use of any services, and
- if you are an individual, not be listed on—or, if you are an entity, not listed on or be directly or indirectly owned or controlled by any person listed on—the Office of Foreign Assets Control of the U.S. Department of Treasury’s Specially Designated Nationals and Blocked Persons List (“**SDN**”), the U.S. Department of Commerce’s Denied Persons List, Consolidated Non-SDN Lists available [here](#), the United Nations (UN) Security Council Consolidated List available [here](#), or regional or foreign government watchlists.

In addition, you may be required to comply with additional requirements to open an account or use the services in the jurisdiction in which you are located. We'll use reasonable efforts to notify you of such additional requirements, but your ability to open an account and use the services is subject to those additional requirements whether notice has been provided or not. By making an account or using the services, you represent and warrant that you meet all of the Conditions. If you stop meeting the Conditions, you must immediately notify us and stop using your account and the services. We may require proof that you meet the Conditions. Even if you meet the Conditions, we may, in our sole discretion, determine that you're not eligible to have an account or use the services.

You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, to confirm the above eligibility requirements, to protect you or us against fraud or other financial crime, and as we determine may be necessary to facilitate compliance with these Terms and applicable laws. You understand and agree that we may take action we reasonably deem necessary based on the results of such inquiries, that we have no obligation to inform you of the results of any inquiry and that you expressly waive any obligation we (or are affiliates) may have to take, or advise you of, any possible remedial measures. 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.

Your Activities

You agree to, and represent and warrant that you will:

- not use your account for the benefit of any person other than you,
- not share your account or password with anyone else,
- maintain the security of your account, including by using a strong password for your account that you don't use anywhere else,
- notify us immediately if you discover or suspect any security breaches related to your account,
- take responsibility for all activities that occur under your account, and accept all risks of any authorized or unauthorized access to your account, to the maximum extent permitted under applicable law, and
- provide accurate, complete, truthful, and updated information (including email address, mobile phone number, and street address) at all times when using any account or service, including when conducting a Trade, Deposit, and Withdrawal, and when otherwise prompted by any screen displayed within the services or on our Platforms.

We may, in our discretion, determine that it's necessary or appropriate to temporarily suspend or even terminate your account. Please see Section 15 below for information on the suspension or termination of an account.

You are solely responsible for all acts and omissions that occur under your account, and you will be deemed to have made all actions taken using your account.

2. Deposit of Crypto & Issuance of Fiat Balance

Financial Accounts

Many of our services require you to have Digital Assets or a positive Fiat Balance in your account. To transfer Digital Assets into your account (“**Deposit**”) or transfer Fiat Currency to a Designated Financial Institution to be issued a Fiat Currency balance in your account (“**Issuance**”), you need to be the actual or beneficial owner of a financial account or wallet maintained outside the services (“**Financial Account**”), and your Financial Account must be approved by us. We don’t approve all Financial Accounts, and may revoke our approval of any Financial Account at any time without notice.

We are not responsible for the use, management, or security of any Financial Account. By using a Financial Account in connection with the services, you represent and warrant that (1) you’re the beneficial owner of the Financial Account, (2) you’re in compliance with all terms and conditions applicable to the Financial Account, (3) you have the authority to make deposits to the Financial Account and take withdrawals from the Financial Account, and (4) you have provided complete and accurate information to us regarding the Financial Account. We may require you to verify that you control a Financial Account before accepting any transfer from it, and you agree to provide us all necessary information to make such verification.

Our services only support certain types of Digital Assets. See Section 7 for more information. If you attempt to Deposit any cryptocurrency or Digital Asset that our services don’t support or accept, you may permanently lose such cryptocurrency or Digital Asset and we won’t be liable for your loss. If you attempt to deposit cryptocurrency or a Digital Asset that we don’t support, we may charge you a fee to cover our costs and expenses related to the identification and return of such Digital Asset or cryptocurrency. Such fee may be withheld from the Digital Asset or cryptocurrency that was the subject of the improper Deposit attempt.

Execution

We don’t control or make any guarantees about the amount of time it takes to complete a Deposit or Issuance. This time frame depends upon the performance of third parties, including third-party financial institutions or payment services.

Deposits and Issuances may not be cancellable once initiated. All Deposits and Issuances are final and non-refundable once made, but you may be able to Redeem Fiat Balances or Withdraw Digital Assets in accordance with Section 3 (Withdrawals & Redemptions). We may, at any time and without notice, reject any Deposit or impose limits on Deposits you can make (for example, in magnitude and frequency) or a Fiat Balance Issuance. If you reverse a Deposit, Issuance, payment, or other transaction made from a Financial Account, you authorize us, in our sole discretion, to cancel the transaction or to use alternate Digital Assets and Fiat Currency in your account as necessary to complete the transaction or resolve any resulting shortfall or negative balance, including to exchange Digital Assets or Fiat Currency in your account for alternative types of Digital Assets or Fiat Currency and deduct any applicable fees.

We may charge you fees for Deposits and Issuances. See Section 6 for additional information on fees. There may also be third-party fees associated with use of Financial Accounts, and we aren’t responsible for any such third-party fees.

Fiat Currency

Whenever you instruct your bank or payment service provider to deposit Fiat Currency with a Designated Financial Institution or any other acceptable funding method that may be offered from time to time, we’ll issue a Fiat Balance to your account once such funds have been cleared and received by the Designated Financial Institution. You agree that any Fiat Balance in your account is only for the purchase of Digital Assets or Redemption to a Financial Account approved by us. We don’t pay interest on any Fiat Currency

balances held in your account. Where permitted by applicable law, we may invest Fiat Currency in liquid investments, which may include but are not limited to U.S. treasuries. We own the interest or other earnings on these investments. This does not include Fiat Currency held by customers in Europe, Australia, or the United Kingdom.

You can't hold a Fiat Balance in a "Digital Assets Only" account. If you try to deposit Fiat Currency with a Designated Financial Institution in these circumstances, we will return the Fiat Currency to the sender less any applicable fees.

Custody and Title of Digital Assets

Digital Assets, including Received Assets (as defined in Annex A), held within your account are assets held in custody by us for you. Title to Digital Assets you hold within your account remains with you at all times and doesn't transfer to us, except as provided herein. None of the Digital Assets in your account or any other customer account are our property, are loaned to us, or are subject to the claims of our creditors, and we don't represent or treat Digital Assets in your account, or in any other customer's account, as our property. However, a court may disagree with our treatment of your Digital Assets and subject them to claims of our creditors. We can't grant a security interest in the Digital Assets held in your account (but we don't represent or warrant that any Digital Asset is free or clear of any security interest or other lien or encumbrance). Except as required by a facially valid court order, or as set forth in these Terms, we won't sell, transfer, loan, hypothecate, or otherwise alienate any Digital Assets in your account unless you instruct us to. If you elect to participate in Bonded Staking, the foregoing sentence is subject to the Bonded Staking restrictions set forth in Annex C.

You own and control the Digital Assets in your account. Subject to these Terms (including its Annexes), any outages or downtime, a court order, other applicable policies, the restrictions described in Annex A, Section 5 titled "Terminating Margin Extensions" and Annex C, or as otherwise provided herein, you may withdraw your Digital Assets from your account as described in these Terms. In order to more securely and effectively custody Digital Assets, we may use shared blockchain addresses, that we control, to hold Digital Assets on your behalf and to hold on our behalf. We maintain separate ledgers for your account and our accounts.

We may hold Digital Assets in your account in a variety of different ways, including across multiple blockchain protocols, such as "Layer 2" networks, alternative "Layer 1" networks, or side chains. In connection with holding your Digital Assets, we may transfer such Digital Assets off of the primary blockchain protocol and hold such Digital Assets on shared blockchain addresses we control or on alternative blockchain protocols in forms compatible with such protocols. You agree that all forms of the same Digital Asset that are held and made available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such Digital Asset is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

ACH and Credit Card Funding Methods

We may permit you to make a payment associated with the services (including a Deposit, Issuance, or Trade) from your Financial Account(s) using a credit card or money transfer from your Financial Account (e.g., an ACH or SEPA transfer). If you make such payments using money transfers or credit card, you authorize us to debit your associated Financial Account automatically, but you acknowledge that there may be a significant delay in crediting your account with the amount debited (less any fees), including delays due to third party financial institutions or payment processors. If you select a credit card or wallet as your payment method, and any transaction using such payment method falls on a weekend or holiday or after business hours, the debit may be executed on a later business day, although the transaction fees at

the time of the regularly scheduled transaction will apply. If your payment method fails, we will notify you that the transaction is canceled and may use the remedies set forth in these Terms to recover any amount owed to us. Credit card payments and money transfers are not controlled by us, and we aren't liable for any delay or rejection of any such payments, or any other losses, fees, or charges associated with such payments. Your use of money transfers or credit card payments may be subject to third-party terms between you and the third party. We are not a party to such third-party terms and have no obligation or liability to you under such third-party terms.

If you set up a recurring credit card payment or money transfer associated with our services, including a recurring Trade, you authorize us to execute any rejected payment again at a later time. Each attempted execution is subject to the fees set forth in these Terms. You authorize us to deduct fees directly from any assets in your account without notice. We may require that your account has sufficient funds to cover, at a 1:1 ratio, any payments using credit card or money transfers for 120 days post deposit (“**Unsecured Deposit Hold**”). You may not withdraw the funds associated with the Unsecured Deposit Hold prior to the resolution of the Unsecured Deposit Hold.

Plaid ACH Funding

If applicable, with your prior authorization, we may use Plaid, Inc. (“**Plaid**”) to connect your account with your Financial Account (each such Financial Account connected being a Verified Financial Account). You are able to connect your account to your Financial Account via Plaid on the “Funding” page of our website. Your authorization to initiate debits and credits on the Financial Account(s) that you have connected on the “Funding” page of our website will remain in full force and effect until you terminate the authorization by deleting your Financial Account from the “manage deposit accounts” section of the “Funding” page of our website.

It's your responsibility to verify your Financial Account, and confirm adequate funds are available prior to approving a transaction. Information you share with Plaid is treated in accordance with its End User Privacy Policy, available at <https://plaid.com/legal/#end-user-privacy-policy> (“**Plaid's Privacy Policy**”). You agree that the terms and conditions of Plaid's Privacy Policy will govern Plaid's use of such information, and by using Plaid you agree to the terms and conditions of Plaid's Privacy Policy and terms of use. You expressly grant Plaid the right, power, and authority to access and transmit your information as reasonably necessary for Plaid to provide its services to you in connection with your use of our services and Platforms.

3. Withdrawal of Crypto & Redemption of Fiat Balance

You may be able to transfer Digital Assets from your account (“**Withdraw**” or “**Withdrawal**”) or redeem Fiat Balances into Fiat Currency (“**Redeem**” or “**Redemption**”) deposited to a Financial Account approved by us. At most, you can Withdraw the total amount of Digital Assets or Redeem Fiat Balances in your account, less any fees associated with such Withdrawal or Redemption. You cannot make a Withdrawal if the balance of Digital Assets or a Redemption if the Fiat Balance in your account is less than any minimum balance requirements, any amounts needed to satisfy any of your open positions, or any fees owed by you.

When you request a Withdrawal or Redemption, you authorize us to remove the designated Digital Assets from your account, or direct the Designated Financial Institution to deliver the amount of Fiat Currency for a requested Redemption to you (and to reduce the balance of Fiat Currency in your account), in each case less any fees. A Withdrawal or Redemption may not be able to be completed partially or fully, including because the Financial Account rejects your Digital Assets or Fiat Balance, or the Financial

Account is unavailable. We'll attempt to complete Withdrawals and Redemptions that can be completed, whether partially or fully, within a reasonable time after your request, but we cannot guarantee Withdrawals or Redemptions will be completed within any particular time. We aren't responsible for any damages resulting from any rejected Withdrawal or Redemption.

Withdrawals and Redemptions may not be cancellable once initiated. All Withdrawals and Redemptions are final and non-reversible once made, but you may be able to Deposit the withdrawn Digital Assets or instruct an Issuance of a Fiat Balance in accordance with Section 2 (Deposits). We can, at any time and without notice, reject any Withdrawal/Redemption or impose limits on Withdrawals /Redemptions you can make (for example, in magnitude and frequency).

We may, in our discretion, determine that it's necessary or appropriate to suspend your ability to make Withdrawals or Redemptions. We reserve the right to suspend your ability to make Withdrawals or Redemptions altogether for an indeterminate amount of time to ensure, as determined in our sole discretion, compliance with these terms or any legal, regulatory, or administrative obligation or guidance.

4. Trades

Generally

Our services, including NFT Services (defined below), may allow you to trade through your account:

- a certain Digital Asset or NFT (defined below) for another Digital Asset,
- a certain Digital Asset or NFT for a certain Fiat Balance, or
- a certain Fiat Balance for a certain Digital Asset or NFT (any of the foregoing, a “**Trade**”).

The Digital Assets that may be available for Trades may change, without notice. See Section 7 for more information. In addition, you may not be able to Trade certain Digital Assets or NFTs for certain other Digital Assets or Fiat Balances, and you may not be able to Trade Certain Fiat Balances for certain other Fiat Balances or Digital Assets. See [our website](#) for more information.

For more information regarding NFTs or the NFT services please refer to Annex E below. Don't Trade NFTs or use the NFT services if you don't understand the terms that apply to and govern them.

Please refer to our [Trading Guide](#) for more information regarding trading, including some important terminology associated with trading. If you don't understand everything in our Trading Guide or important terminology around trading, don't make any Trades.

Execution

See Section 2 (Deposits of Crypto and Issuance of Fiat Balances) for more information on funding your account with Digital Asset or Fiat Balances prior to making a Trade. To make a Trade, you must submit an order through the services or NFT services. Please see our [order types](#) page for a description of the various types of orders that our services may permit you to make. Certain order types may not be available to you or may be subject to additional terms and conditions set forth in an Annex. We can remove or change any order types at our discretion at any time. Order types may be limited to certain Digital Assets and not all Digital Assets may be the subject of a Trade for every order type.

When you submit an order, you authorize us to execute a transaction in accordance with the order (and the order type you choose, if applicable) and to charge you any applicable fees and taxes. We cannot guarantee any order will trade at any particular exchange rate and the exchange rates that may be used for your order may differ from rates provided by third parties. We aren't responsible for matching any third-party rate or providing you any particular rate. The actual rate at which an order is executed may be different from the current market exchange rate indicated by our services at the time of your order, and we aren't liable for any such difference or any price fluctuations of Digital Assets or Fiat Balances. Any rate shown in our Platform is only valid during a specific period and may not be current. If the order type you choose for an order is set to execute only at a certain price or only if certain contingencies are met (for example, a limit order), we can't guarantee that the order will ever be executed in whole or in part.

We may provide you confirmation of Trades you successfully execute. If we don't provide confirmation, that doesn't mean the Trade didn't happen. Your account "History" page will reflect successfully executed transactions. Proceeds from a successfully executed Trade will be credited to your account, less any applicable fees, and the Digital Assets or Fiat Balances you traded for such proceeds will be removed from your account.

We may reject any Trade or other transaction at our sole discretion, whether confirmed by you or not, and we aren't liable to you for any rejection.

Trades in which you enter an order with a specified trading pair and quantity after receiving a quote from Kraken providing indicative trade terms and fees are filled by us as your counterparty.

Trades in which you submit limit or market buy and sell orders, including through Application Programming Interface (API) access to the Kraken Platform, are executed by us on an agency basis, on your behalf.

Recurring and Custom Trades

You may have the option to make Trades on a recurring or custom basis using our service. If you elect to make recurring or custom Trades, you authorize us to initiate recurring or custom electronic purchases or sales using Digital Assets and Fiat Balances in accordance with your selections and using any of your corresponding Financial Accounts, if applicable. Your authorization will remain effective until you change your recurring or custom Trades settings in your account settings. Changes in your recurring or custom Trades settings may take up to one day to become effective. You agree to keep your payment method updated in your account as long as you have recurring or custom Trades active or scheduled.

Your recurring Trades will occur based on your period selection (*e.g.*, daily, weekly, bi-weekly, monthly) until canceled. Recurring Trades scheduled for the 29th, 30th, or 31st day of a month will be processed on the earlier of the date scheduled or the last day of the applicable month. For example, recurring Trades scheduled for the 31st will be processed on the 30th in April, June, September, and November. We may attempt to execute your recurring Trade on the day that you select, but transaction times may vary. You acknowledge that the amount of any Digital Asset you purchase or sell in each recurring Trade will depend on the market price at the time of the Trade and will only be determined once the Trade is executed.

While we will attempt to fulfill custom Trades at the chosen price once the custom Trade is triggered, there is no guarantee that the order will execute at the price chosen in the custom Trade and the custom Trade may not execute immediately after it is triggered.

We may reject or cancel a recurring or custom Trade (in whole or in part) for any reason. We aren't liable for any recurring or custom Trade or any failure to make a recurring or custom Trade (including any rejection or cancellation of a recurring or custom Trade in whole or in part). You should regularly check the status of your recurring and custom Trades. We won't verify the information or details of your recurring or custom Trades. You agree that the information and details of your recurring and custom Trades as provided by you are accurate and complete and as such may be treated and acted upon by Kraken.

We may, at any time and without liability, suspend or delay recurring or custom Trades (in whole or in part) without notice or terminate recurring or custom Trades by providing notice to you, unless such notice is prohibited by law.

You understand that applicable transaction fees and taxes may change. Details regarding current fees can be found at our [Fee Schedule](#) under the Instant Buy/Sell tab. You are presented with the applicable fees charged by us before entering into the transaction. Your confirmation of the transaction constitutes agreement to pay all such applicable fees. You will not be charged any such fees in the unlikely event your transaction is rejected. Your payment provider may charge additional fees in connection with your transaction. You understand and agree that you are fully responsible for your payment providers' fees for all recurring and custom Trades.

Cancellation

All Trades are final and non-refundable. All orders are non-cancellable, including before or after we execute a Trade, unless otherwise provided in these terms. In some circumstances, you may have the opportunity to request cancellation of an order before we execute the Trade, but we may refuse any cancellation request at our sole discretion. If we fulfill such a cancellation request, that doesn't mean we'll cancel future orders in the same or similar circumstances. If your Trade or other transaction is not successful or your payment method does not have sufficient amount of Fiat Balance or Digital Assets to complete the Trade or other transaction, you further authorize us, in our sole discretion, to cancel the Trade or transaction or to use alternate Digital Assets and Fiat Currency in your account as necessary to complete the transaction or resolve any resulting shortfall or negative balance, including to exchange Digital Assets or Fiat Currency in your account for alternative types of Digital Assets or Fiat Currency and deduct any applicable Fees and taxes.

Errors

In the event of an error, whether via our services or platforms, in a purchase order confirmation, in processing your purchase, in funding your account, in transferring Fiat Currency or Digital Assets to a Financial Account, or any other transaction, we reserve the right, and you authorize us, to correct such error, including by revising the transaction (including charging the correct price), canceling the transaction, or taking any other action to resolve the error (including exchange Fiat Currency or Digital Assets in your account for alternative types of Fiat Currency or Digital Assets and deducting any applicable Fees and taxes to correct the error).

Insufficient Assets

If you have an insufficient amount of Fiat Balance or Digital Assets in your account to complete a Trade, we may choose to cancel the entire Trade or fulfill a partial Trade using the amount of Fiat Balance or Digital Assets currently available in your account, less any fees and taxes.

Restrictions

We can, at any time and without notice (1) refuse to execute any Trade or order at our sole discretion, including if you don't have sufficient Digital Assets, NFTs, or Fiat Balance held or reflected, as applicable, in your account and (2) impose limits on Trades (for example, limiting the number of open bids, offers, or orders or restricting Trades from certain locations).

5. Layer 2 Transactions

You may have the option to utilize "Layer 2" networks in connection with our services. We make this option available to you solely for your convenience and we don't require that you use a Layer 2 network. We may, at our discretion, discontinue or change the ability of Layer 2 networks (or certain Layer 2 networks) to connect with our services or Platform at any time. You are solely responsible for your selection of and any use of a "Layer 2" network in connection with our services and we make no representations, warranties, or guarantees that any Layer 2 network will connect with our services or Platform or that such Layer 2 network will function or perform in accordance with your expectations. You are solely responsible for, and you hereby consent, acknowledge and agree that we disclaim and have no responsibility for, any loss, liability, or damage you may incur, directly or indirectly, as a result of your use of a Layer 2 network.

6. Fees; Taxes

Our Fees

You agree to pay us all applicable fees associated with your use of the services, including fees for Trades, Deposits, Issuances, Redemptions and Withdrawals. You authorize us, or our designated third-party providers, to charge or deduct Fiat Balances or Digital Assets held or reflected, as applicable, from your account to cover any applicable fees associated with your use of the services. The relevant fees are shown in our [Fee Schedule](#).

Transactions using the Instant Buy/Sell Services are subject to fees and a spread that is included in the transaction price. Applicable transaction fees and spreads may change. Our current fees can be found in the Fee Schedule under the Instant Buy/Sell tab. Fees may differ depending on the selected payment method (e.g. account balance, card, ACH). Spreads may be determined based on a combination of factors, including market conditions, asset, order size, type of trade, participation in Kraken's VIP program, and trading and custodial activity. Spreads typically vary between 0%-1.5% of the trade amount, but may be up to 3% in extreme conditions.

Your payment provider may charge additional fees in conjunction with your transaction, however we do not know the fees charged by your payment provider. You understand and agree that you are fully responsible for your payment providers' fees for all transactions.

We may change the fees and fee Schedule at any time, without notice. Changes to our fee Schedule are effective as of the effective date shown on the fee Schedule, and changes will apply prospectively to your use of the services.

In the event we determine there are insufficient funds to pay any fees, you hereby authorize us to sell Digital Assets from your account sufficient to pay any fees due. In addition, to the extent fees are required to be paid in a particular denomination of Fiat Currency, you authorize us to receive the proceeds of any sale of Digital Assets in such denomination of Fiat Currency or to convert any Fiat Balance held in your account to the required denomination. You are responsible for any and all additional fees that may be incurred to sell Digital Assets or convert Fiat Balance denominations in order for the fees to be paid to us.

If you fail to pay fees or any other amounts owed to us, interest will accrue on such unpaid amounts at the greater of the rate of 18% per year, or the maximum amount allowed by law. In addition, we may refer your outstanding amounts to a third party for collection, and we'll charge you a collection fee of 18% of the outstanding amounts due or the maximum percentage permitted by applicable law, to cover our collection-related costs.

Third-Party Fees

Your use of the services may also incur third-party fees, such as fees associated with your Financial Account, or other fees, such as gas fees. You're solely responsible for paying all such fees.

Taxes

You alone are responsible for determining what taxes apply to your use of the services, including for Trades, Deposits, and Withdrawals, and for reporting and remitting the correct taxes to the appropriate tax authorities. You agree that we have no responsibility or liability for determining what taxes apply or for collecting, reporting, withholding, or remitting any taxes arising from any trades or transactions, unless otherwise required by law.

Notwithstanding anything herein to the contrary, we may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable to you such federal, national, provincial, local income non-income, or other taxes as may be required to be withheld pursuant to any applicable law or regulation of any jurisdiction or taxing authority. You authorize us, in our sole discretion and in lieu of a separately stated tax amount, to increase any applicable Fees to account for taxes owed on a particular transaction undertaken using our services.

We are subject to various obligations imposed by the tax (and other) laws and supervisory authorities of various jurisdictions. These obligations may require us to request additional information, documentation or certifications from you and process certain personal data for identity verification, payment processing, compliance with court orders, tax laws or other purposes not disclosed herein. Please refer to our Privacy Notice for Information we may collect about you. These obligations may arise at various times, including, but not limited to, client on-boarding, payment processing, and systemic checks for risk management, and may change without notice. We reserve the right to lock, disable and close accounts as deemed necessary by us in order to comply with any such legal and regulatory obligations now existing or hereinafter imposed.

7. Supported Digital Assets, NFTs and Fiat Currencies

The Digital Assets, NFTs, and Fiat Currency supported by our services are identified on our website (see [here for supported Digital Assets](#) and [here for supported Fiat Currency](#)) and may change at any time, without notice, in our sole discretion. Certain Digital Assets, NFTs or Fiat Currencies may not be available for Trades, Deposits, Issuances, Withdrawals, or Redemptions in certain jurisdictions. The availability of Digital Assets, NFTs or Fiat Currency for Trades, Deposits, Issuances, Withdrawals, or Redemptions on the Platforms does not guarantee that such Digital Assets, NFTs or Fiat Currency will be available for Trades, Deposits, Issuances, Withdrawals, or Redemptions in the future. You are solely responsible for monitoring which Digital Assets, NFTs and Fiat Currency are supported by the services. We're not liable for discontinuation of support of any particular Digital Asset, NFTs or Fiat Currency, even if you're engaged in time-sensitive Trades, Deposits, Issuances, Withdrawals, or Redemptions. We reserve the right to discontinue supporting any Digital Asset, NFTs or Fiat Currency with or without

notice. You acknowledge and agree that we may take any action necessary to discontinue our support of a Digital Asset, NFT or Fiat Currency, including but not limited to canceling your trade instructions and requiring you to remove discontinued Digital Assets, NFTs or Fiat Balance from your account in a reasonable period of time, and under no circumstances will we be liable to you for any direct or indirect losses, damages, or costs that you may suffer in connection with any actions or inaction we may take in accordance with this Agreement to discontinue our support of a Digital Asset, NFT or Fiat Currency.

8. Content; Feedback

Our Content. We or our licensors own (1) our services and Platforms, (2) all content, materials, software, and trademarks found on them, (3) the selection and arrangement of them, and (4) all intellectual property rights in them (collectively, “**Our Content**”). So long as you comply with these Terms, you’re permitted to use our services, and Our Content made available to you as part of our services, but only for your own benefit. We can take away this permission at any time for any reason. You don’t have or acquire any rights to Our Content beyond the limited, revocable permission in the previous sentence.

Your Content. You may have the opportunity to transmit content or materials in or through our services or Platforms (“**your Content**”, excluding Personal Data as defined in our [Privacy Notice](#)). You grant us a perpetual, irrevocable, royalty-free, worldwide, fully sublicensable, non-exclusive right and license to use and exploit your Content in any manner and for any purpose.

Feedback. You may provide us feedback, suggestions, or ideas relating to our services or Platforms (“**Feedback**”). You represent and warrant that you have the right to provide us any feedback that you provide. You agree that we'll own all feedback, and you hereby irrevocably assign all right, title, and interest in and to all feedback to us.

Other Content and Services. When using our services or Platforms, you may come across links to third-party content, or you may have the opportunity to use third-party services in connection with our services or Platforms. We don't control or endorse any third-party content or services and are not liable to you for third-party content or services in any way. Your use of third-party content or services may be subject to additional terms and conditions with third-party providers, and we are not part of those terms or conditions. For example, we use Google’s Places API to mitigate errors in account address records during account creation, which may delay account creation and verification. Your use of Google’s Places API during account creation is subject to [Google’s Terms of Service](#). If any third-party terms and conditions conflict with these Terms, you agree that these Terms control.

9. Restrictions

You won't:

- use Our Content to engage in, pay for, or support any illegal, fraudulent, deceptive, or manipulative conduct, including illegal gambling activities, money-laundering, or terrorist activities,
- use Our Content in any way or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other rights of us or any third party, or applicable local, state, or federal law or regulation, or that is prohibited by these Terms,
- remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any intellectual property or proprietary rights notices from Our Content,

- use, export, reexport or transfer any of Our Content for any purpose prohibited by U.S. or local export or import control laws and regulations,
- copy, modify, disassemble, decompile, or reverse engineer Our Content (except to the extent such restrictions are prohibited by applicable law),
- use (except as expressly permitted in these Terms), license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party Our Content in any way,
- take any action or use Our Content in any manner that could damage, destroy, disrupt, disable, impair, overburden, or otherwise impede or harm in any manner Our Content, or interfere with any other party's use of Our Content,
- disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to Our Content or any computer network,
- bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by us or any of our service providers to protect Our Content,
- use any device, software, or routine that interferes with the function of Our Content or transmit in or through Our Content, or use in connection with Our Content, any virus, trojan horse, worm, backdoor, time bomb, malware, or other software or hardware devices designed to permit unauthorized access to, or disable, erase, or otherwise harm, any computer, systems, or software,
- access or use Our Content to build or support products or services competitive to our products or services,
- use any web scraping, web harvesting, or data extraction methods to extract any data from Our Content,
- create, use, operate, or employ any bots, robots, parsers, spiders, scripts, programs, routines, or any other forms of automation to engage in any activity on Our Content,
- develop any third-party applications that interact with Our Content without our prior written consent,
- use or attempt to use another user's account without authorization,
- use or attempt to use Our Content for any person other than yourself,
- provide false, inaccurate, or misleading information in connection with your use of or access to Our Content, or
- encourage, permit, or enable any other person or entity to do any of the foregoing.

In addition, not all of our services are available on every Platform or in every location. You won't attempt to access any services that are unavailable in your location.

10. Risks

There are substantial risks associated with using our services, including conducting Trades. You should carefully consider whether using our services is suitable for you in light of your circumstances, knowledge, and financial resources. Certain of these risks can be found on our [Legal Disclosures](#) page, which is incorporated into these Terms by reference, however the list of risks isn't complete and cannot address all risks associated with your use of the services.

WE ARE NOT A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR ACCOUNT ISN'T A DEPOSIT ACCOUNT OR A BANK ACCOUNT. OUR SERVICES AREN'T DEPOSITORY OR BANK PROGRAMS. NEITHER YOUR ACCOUNT NOR YOUR DIGITAL ASSETS ARE COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") OR SECURITIES INVESTOR PROTECTION CORPORATION ("SIPC") PROTECTIONS OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

You acknowledge and agree that your access to and use of the services, including conducting Trades, is at your own risk, and that we aren't liable to you for any losses you incur arising from such risks.

11. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES AND PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT RELATING TO OUR SERVICES AND PLATFORMS. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM THAT OUR SERVICES OR PLATFORMS WILL BE AVAILABLE, ACCURATE, SECURE, USEFUL, UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WITH OUR SERVICES OR PLATFORMS CAN OR WILL BE CORRECTED, OR THAT THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DON'T PROVIDE ANY UPTIME GUARANTEES, AND WE MAY DISCONTINUE MAKING OUR SERVICES OR PLATFORMS AVAILABLE TO YOU AT ANY TIME AT OUR SOLE DISCRETION.

12. Limitations on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS WILL BE LIABLE WITH RESPECT TO ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, RELATED IN ANY WAY TO THESE TERMS, OUR SERVICES OR OUR PLATFORMS FOR (1) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA AND (2) TO THE EXTENT NOT ALREADY EXCLUDED, ANY AMOUNTS EXCEEDING \$100 UNITED STATES DOLLARS.

13. Indemnification

You agree to defend, indemnify, and hold harmless us and our officers, directors, members, employees, and agents, from any claim, demand, action, damage, loss, cost, or expense (including reasonable attorneys' fees) relating to (1) your use of our services or Platforms, (2) your violation of these Terms, (3) your infringement, misappropriation, or violation of the rights of any other person or entity, (4) any content, materials, or information (in any form or medium) that you submit, post, upload, provide, contribute, or make available (or authorize or instruct us to do so) through the services or Platforms, and

(5) any Feedback. If you're obligated to indemnify us, we have the right to control any action if we want and you cannot settle any action without our consent, unless the settlement is only for money damages which you entirely pay.

14. Dispute Resolution; Arbitration; Applicable Law

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Kraken agree to arbitrate any dispute arising from these Terms or your use of the services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Kraken agree to notify each other in writing of any dispute within 30 days of when it arises. Notice to Kraken must be sent to legal@kraken.com. You and Kraken further agree: (a) to attempt informal resolution prior to any demand for arbitration; (b) that any arbitration will occur in San Francisco, California; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (d) that the state or federal courts in San Francisco, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Kraken won't commence against the other a class action, class arbitration or representative action or proceeding.

15. Suspension; Termination; Discontinuance

We can, at any time and without liability or prior notice to you:

- modify or discontinue our services or Platforms (or any parts of them),
- suspend, restrict, or terminate your access to our services or Platforms,
- suspend, restrict, or delete your account, any information related to your account, or any content you post to the services or Platforms, or
- reject any Deposit, Withdrawal, Trade, or other transaction or use of the service.

If we terminate your account, we'll contact you to return any Digital Assets or NFTs in your account to you and will instruct any Designated Financial Institution to Redeem Your Fiat Balances, except in each case if you owe us any fees or if we believe you have committed fraud, negligence, or other misconduct. If you're inactive for a protracted period and we are unable to return any Digital Assets or NFTs or Redeem Fiat Balances in your account to your designated Financial Account, then we may be required to report and remit such Digital Assets, NFTs and Fiat Balances in accordance with any applicable state or jurisdiction unclaimed property laws. State unclaimed property law may require liquidation of the Digital Assets and NFTs held in your account.

You may terminate your account at any time by transferring your Digital Assets and redeeming your Fiat Balances to a Financial Account and ceasing to use our Services.

16. Legal Disclosures

We are required by law to make certain disclosures in connection with our services and Platforms. These legal disclosures can be found on our [Legal Disclosures](#) page, which is incorporated into these Terms by reference. Certain legal disclosures may be jurisdiction specific. You acknowledge that you have read, understand, and agree to the legal disclosures applicable to you.

We maintain licenses and registrations in certain jurisdictions to provide you our services. These licenses or registrations may impact our provision and your use of our services depending on where you live or are domiciled. Our [Legal Disclosures](#) page contains information on such licenses (or lack thereof) to the extent required by certain jurisdictions.

17. Personal Data

Please read our [Privacy Notice](#) for information about how we collect, use, and share your personal information. Our Privacy Notice is incorporated into these Terms by reference.

18. Notices

You agree that we may electronically provide you all communications, agreements, documents, receipts, notices, tax forms, and disclosures (“**Communications**”) in connection with your account or use of our services. You agree that we may provide Communications to you by posting them on our services or Platforms, by emailing them to you at the email address you provide, or by sending an SMS or text message to a mobile phone number that you provide. Your carrier’s normal messaging, data, and other rates and fees may apply to any mobile Communications you should retain copies of all Communications for your records.

To access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and sufficient storage space, 128-bit encryption, and a current and valid email address and mobile phone number on file with us. For certain Communications, such as tax forms we’ll need to send to you, you will also need software to view PDF files.

You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to <https://support.kraken.com>. If you do, we may suspend or terminate your use of our services. Any withdrawal of consent to receive electronic Communications will act as your affirmation that your street address on file with us is current, and any Communications we are required to provide to you may be sent in paper form to that physical address.

If you would like a paper copy of any Communication, you may request one within 30 days after we provided it to you electronically by contacting our support at <https://support.kraken.com>. For us to send paper copies to you, you must have a current street address on file with us. Any request for a paper copy of a Communication is limited to that individual piece of Communication and won’t affect your consent to receive all other Communications electronically. We may charge you fees for any paper copies of Communications.

You’re solely responsible for keeping your email address, mobile phone number, and street address on file with us up to date. You can update your email address, mobile phone number or street address at any time by logging into your account or by sending such information to <https://support.kraken.com>. If we send you a Communication but you don’t receive it because such information is incorrect, our ability to contact you at the email address or mobile phone number is blocked by your service provider, or you’re otherwise unable to receive electronic Communications, we’ll be deemed to have provided the Communication to

you whether or not you actually received it. If you use a spam filter that blocks or reroutes emails, you must add us to your email address book so that you can receive Communications.

If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by us are returned, we may deem your account to be inactive, and you may not be able to use our services until we receive a valid, working email address or mobile phone number from you.

19. General

Force Majeure.

We are not responsible or liable for any error, delay, loss, or damage arising from any event beyond our reasonable control (each, a “**Force Majeure Event**”). Force Majeure Events include flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

Waiver.

If we don't exercise a right under these Terms, we are not waiving such right.

Enforceability.

If any provision of these Terms is invalid or unenforceable, such provision will be deemed severed from these Terms, but such invalidity or unenforceability won't affect any other part of these Terms and the rest of these Terms will remain in full force and effect; provided, however, that if any such invalid or unenforceable provision can be modified so as to be valid and enforceable as a matter of law, then such provision isn't deemed severed from these Terms and instead is deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Assignment.

You cannot assign or transfer any right or obligation under these Terms without our prior written consent. We can assign or transfer any right or obligation under these Terms, in whole or in part, without your consent, subject to compliance with applicable laws. In addition, if we are acquired by or merged with a third-party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

Interpretation.

In these Terms, (1) “or” is inclusive, (2) “including” or “such as” aren't words of limitation, (3) headings are only for your convenience, (4) unless otherwise indicated, a section reference in the main body of these Terms is a reference to a section in the main body of these Terms, (5) unless otherwise indicated, a section reference in an Annex is a reference to a section in such Annex, and (6) the “Summary of Kraken.com Terms of Service” and any definitions provided only for informational purposes are provided only for your convenience, isn't legally binding, and does not affect the interpretation of these Terms,.

Relationship

We don't provide investment or tax advice, including in connection with your use of the services. You agree not to rely upon any statement or content on our services or Platforms, or that is otherwise attributed to us, as a recommendation, advice, or guidance regarding trades, investments, tax, or any other similar

issues. We also are not acting as your bank, broker, intermediary, agent, advisor, or as your fiduciary in any capacity, including with respect to the services.

Nothing in these Terms will be deemed to or is intended to be deemed to, nor will it, cause you and us to be treated as partners, joint venturers, or otherwise as joint associates for profit.

Survival.

If these Terms expire or terminate, the following Sections will remain fully binding upon you and us: 1, 6, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 21, as well as the following Annexes in their entirety: Annex C (On-Chain Staking Services) and Annex E (NFT services). Termination won't limit any of our rights or remedies at law or equity.

Entire Agreement

These Terms are the entire agreement between you and us, and supersede all prior and contemporaneous understandings between you and us about our services and Platforms. These Terms include all applicable Annexes hereto.

20. Definitions

In addition to the capitalized terms defined throughout these Terms, the following terms have the following meanings:

“**BEL VASP Services**” means providing services for exchanging between virtual and fiat currencies and/or acting as custodial wallet provider.

“**Deposit**” has the meaning set forth in Section 2. For your information, that section defines “Deposit” as to deposit Digital Assets into your account.

“**Designated Financial Institution**” means a financial institution that we have designated to hold Fiat Currency that you deposit for use in connection with any of our services.

“**Digital Asset**” means any digital currency or other digital asset that is available in connection with our services. For clarity, Digital Assets don't include NFTs, which are addressed in Annex E.

“**Dutch VASP Services**” means offering on either a professional or commercial basis, services for exchanging between virtual and fiat currencies and/or custody services.

“**Fiat Balance**” means the value of Fiat Currency reflected on your account which has been deposited in a Designated Financial Institution and reconciled periodically based on your use of the services and applicable fees.

“**Fiat Currency**” means government-issued currency that isn't backed by a commodity, including U.S. Dollars, British Pound, and Euro, and that is available in connection with our services.

“**Financial Account**” has the meaning set forth in Section 2. For your information, that section defines “Financial Account” as a financial account or wallet maintained outside the services, of which you are the actual or beneficial owner. For the avoidance of doubt, you are prohibited from attempting to or initiating Digital Asset transfers to or from external accounts or wallets that are not owned or controlled by you.

“**Issue**” or “**Issuance**” has the meaning set forth in Section 2. For your information, that section defines “Issuance” as being issued a Fiat Balance in your account after deposit of Fiat Currency with a Designated Financial Institution.

“**Our Content**” has the meaning set forth in Section 8. For your information, that section defines “Our Content” as collectively (1) our services and Platforms, (2) all content, materials, software, and trademarks found on them, (3) the selection and arrangement of them, and (4) all intellectual property rights in them.

“**Platforms**” has the meaning set forth in the preamble to these Terms. For your information, the preamble defines “Platforms” as our websites (including kraken.com and pro.kraken.com), and mobile applications through which you access our services.

“**Redeem**” or “**Redemption**” has the meaning set forth in Section 3. For your information, that section defines “Redeem” or “Redemption” as redeeming a Fiat Balance into a Fiat Currency deposited into a Financial Account approved by us.

“**Terms**” has the meaning set forth in the preamble to these Terms. For your information, the preamble defines “Terms” as these Terms of Service, including all Annexes hereto.

“**Trade**” has the meaning set forth in Section 4. For your information, that section defines “Trade” as a trade, through your account, of any of the following (1) a certain Digital Asset for another Digital Asset, (2) a certain Digital Asset for a certain Fiat Currency, or (3) a certain Fiat Currency for a certain Digital Asset.

“**Unsecured Deposit Hold**” has the meaning set forth in Section 2. For your information, that section defines “Unsecured Deposit Hold” as an amount of funds in your account sufficient to cover, at a 1:1 ratio, any payments using ACH or credit card for 120 days post deposit.

“**VASP Services**” means exchange between virtual assets and fiat currencies; exchange between one or more forms of virtual assets; transfer of virtual assets, that is to say, conduct a transaction on behalf of another person that moves a virtual asset from one virtual asset address or account to another; and act as a custodian wallet provider.

“**we**”, “**us**”, “**our**”, “**Kraken**”, or “**Payward**” have the meanings set forth in the preamble to these Terms. See the preamble for more information.

“**Withdraw**” or “**Withdrawal**” has the meaning set forth in Section 3. For your information, that section defines “Withdraw” or “Withdrawal” as your transfer of Digital Assets from your account to a Financial Account approved by us.

“**You**” has the meaning set forth in the preamble. For your information, the preamble defines “you” as the individual, or entity acting through an authorized individual, who is bound by these Terms.

“**Your Content**” has the meaning set forth in Section 8. For your information, that section defines “your Content” as content and materials you transmit in or through our services or Platforms, excluding Personal Data as defined in our [Privacy Notice](#).

Annex A

Margin Trading

This Annex A – Margin Trading (“**Margin Trading Annex**”) incorporates by reference and supplements the Kraken.com Terms of Service (excluding all Annexes thereto, the “**Terms**”) as if the entirety of the Terms were set forth in this Margin Trading Annex. Capitalized terms used but not defined in this Margin Trading Annex have the meanings given to them elsewhere in the Terms. In the event of a conflict between the Terms and this Margin Trading Annex, the terms of this Margin Trading Annex will control solely to the extent of the conflict and solely with respect to the subject matter of this Margin Trading Annex. The Margin Trading services are enabled by Payward Trading Ltd, a British Virgin Islands company (“**Payward Trading**”) (except if you live in the United States of America or Australia). Payward Trading is our affiliate and is deemed included in the terms “we”, “us”, “our”, “Kraken” or “Payward” throughout the Terms.

As part of the services, you may have the opportunity to receive from us extensions of margin in the form of Digital Assets or Fiat Balances (“**Margin Transactions**”) to make spot purchases and sales of Digital Assets using our services and Platforms. Margin trading is subject to certain [eligibility requirements](#). Margin Transactions, Margin Accounts (defined below), and extensions of margin from us are subject to the Terms, including this Margin Trading Annex.

1. Margin Disclosure Statement

This Section 1 (Margin Disclosure Statement) provides basic facts about trading Digital Assets or Fiat Balances on margin, and to alert you to the risks involved with trading assets in a Margin Account or conducting Margin Transactions. Before trading assets in a Margin Account or conducting Margin Transactions, you should carefully review this Margin Disclosure Statement. Please contact us through support <https://support.kraken.com> regarding any questions or concerns you may have with your Margin Accounts.

When you trade Digital Assets for Fiat Balances or vice versa, you may pay in full with your own funds or by posting Digital Assets or Fiat Balances in your account as collateral, with funds provided by us to you pursuant to an extension of margin. If the collateral supporting your extension of margin declines in value by an amount specified by us, you authorize us to issue a margin call and sell assets in your account, in order to maintain equity in the account that meets or exceeds the minimum maintenance margin requirement.

It's important that you fully understand the unique risks involved in trading assets using extensions of margin before determining whether such trading is appropriate for you. These risks include the following, but there may be additional or unforeseen risks:

- **Using margin to support spot transactions poses a high degree of financial risk and isn't suitable for everyone.** Margin trading can lead to large losses, including losses that could substantially exceed the amount of funds you hold in your account. You should examine your financial objectives, financial resources and risk tolerance to determine whether receiving extensions of margin secured by the assets in your account is appropriate for you.
- **You can rapidly lose all of the funds you deposit for trading and may lose more funds than you deposit in your account.**

- **We may require you to immediately Deposit additional funds into your account, and not doing so may lead to automatic liquidation.** The prices of Digital Assets are highly volatile and a decline in the value of assets that are traded on margin may require you to provide additional funds to us, on short notice or with no notice, to avoid the automatic liquidation of assets in your account(s).
- **You authorize us to sell assets in your account without further notice to you.** If the equity in your account falls below our maintenance margin requirements, you authorize us to sell assets (including Digital Assets and Fiat Balances) in your account to cover the margin deficiency. You will be responsible for any shortfall in the account after such a sale. As Digital Asset markets are open 24 hours a day, 7 days a week, margin calls and liquidations may occur at any time, including outside of normal business hours.
- **You authorize us to sell your assets without contacting you.** We have no obligation to contact you for a margin call to be valid, and we may liquidate assets in your account without contacting you first. While we may attempt to notify you of margin calls, we are not required to do so. Moreover, even if we have contacted you and provided a specific date by which you must meet a margin call, we may still immediately sell assets in your account without notice to you and without waiting for the specific date to meet a margin call.
- **We can increase maintenance margin requirements without advance notice.** Increased maintenance margin requirements may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause us to liquidate or sell assets in your account(s). We are not responsible for delays in the release of funds intended to satisfy the call, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third-party financial institutions, and failure of proper routing of funds through financial networks. The funds won't count towards meeting the maintenance margin requirements until the funds are released.
- **You are not entitled to an extension of time on a margin call.** While we might grant you an extension of time to meet margin requirements under certain conditions, you don't have a right to any extension, and our granting of an extension in one case does not mean it will be extended in any future cases (even if similar). Moreover, even if we have agreed to an extension of time to meet margin requirements, we may still immediately sell assets in your account without notice to you and without waiting for the expiration of the extension of time to meet a margin call.

2. Acknowledgement and Assumption of Risks

You understand, acknowledge, and agree that:

- You won't open a Margin Account, initiate a margin transaction, or receive an extension of margin without having read and understood in full this Margin Trading Annex, including the above Section 1 (Margin Disclosure Statement);
- By opening a Margin Account, initiating a margin transaction, or receiving an extension of margin, you understand all the risks involved with trading assets in a Margin Account or conducting Margin Transactions including all risks disclosed in Section 1 (Margin Disclosure Statement), as well as all additional risks regarding Margin Accounts, Margin Transactions, and extensions of margin;

- You are solely responsible for, and you assume in full, all risks regarding Margin Accounts, Margin Transactions, and extensions of margin, including all risks disclosed in Section 1 (Margin Disclosure Statement);
- We disclaim and have no responsibility for any loss, liability, or damage you may incur, directly or indirectly, as a result of your use of Margin Accounts, your conducting Margin Transactions, or your obtaining extensions of margin;
- By opening a Margin Account, initiating a margin transaction, or receiving an extension of margin, you have determined that purchasing and selling Digital Assets with the use of margin is appropriate for you.

3. Margin Account

We may, at our discretion, establish for your benefit and in your name an account for you to receive Digital Assets or Fiat Balances (“**Extended Funds**”) from us to make spot Trades through your account (your “**Margin Account**”). Your Margin Account is a component of your account.

4. Margin Extensions and Trades

Subject to the Terms, we may provide to you, and you may obtain from and return to us from time to time, Digital Assets or Fiat Balances which may be used solely to support your spot Trades (each such provision of funds, a “**Margin Extension**”). You must meet or exceed any minimum balance requirements imposed by us for your Margin Account to qualify for a Margin Extension. We are not under any obligation to make any Margin Extensions to you, and we may decline a request to initiate a Margin Extension in our sole discretion.

When you use a Margin Extension to effectuate a spot Trade, we record the transfer of ownership of the applicable Digital Asset or Fiat Balance by registering you as the owner of the Digital Asset or Fiat Balance purchased by you (“**Received Assets**”) on our internal books and records. For example, you might use an ether Margin Extension from us to buy bitcoin, and the bitcoin you buy using that Margin Extension would be Received Assets.

If you are not (or are no longer) eligible to receive Margin Extensions, each of your then-existing Margin Extensions will become due and must be terminated immediately upon loss of eligibility. If you don't immediately terminate your Margin Extensions in full, then we reserve the right to, without further notice to you: (a) sell your Received Assets and apply the proceeds to the termination of the Margin Extension; and (b) liquidate such other Digital Assets or Fiat Balances in your Margin Account, in the manner and amount practicable, in Kraken's reasonable discretion, to terminate the Margin Extension in full.

All Received Assets are assets held by Kraken for your benefit, subject to the terms in Section 2 (“Custody and Title of Digital Assets”) of the Terms, this Annex A (Margin Trading), and as otherwise provided herein.

5. Terminating Margin Extensions

To terminate a Margin Extension, you must have sufficient funds in your Margin Account, which must be the same asset type as the denomination of the Margin Extension (for example, you must terminate a bitcoin-denominated Margin Extension by having sufficient bitcoin credited to your Margin Account). You may terminate a Margin Extension, partially or wholly, by either: (i) transferring funds into your Margin Account; or (ii) Trading requisite Collateral Assets (as defined below) or other Digital Assets or

Fiat Balances in your account to have sufficient funds of the same asset type as the denomination of your Margin Extension, which can then be applied to your Margin Extension when you execute a settlement transaction. You will have no right to and must return to us any Digital Assets received because the Extended Funds (and not Received Assets) (i) enabled you to receive such Digital Assets as the holder of the Extended Funds (an “Airdrop”) or (ii) were subject to changes in the underlying operating rules that resulted in the creation of related versions of Digital Assets (a “Fork”). Prior to satisfying the corresponding Margin Extension pursuant to the preceding paragraph, requisite Collateral Assets may not be otherwise transferred to a Financial Account or Traded through our services.

6. Restrictions on your account subject to satisfaction of your Margin Extension obligations.

You agree to maintain in your account, at all times during the term of a Margin Extension, a specified minimum amount of Digital Assets or Fiat Balances approved by us to qualify as collateral (“**Collateral Assets**”). This minimum amount of Collateral Assets (the “**Maintenance Margin Requirement**”) will be defined through the services.

A list of Digital Assets or Fiat Currency approved by us to be eligible as Collateral Assets will be defined through the services and certain Digital Assets may only be valued as collateral on a discounted basis.

For purposes of calculating your compliance with the Maintenance Margin Requirement, we'll calculate (subject to any discounts) the market value of Collateral Assets on a continuous basis. Valuation of Digital Assets will be based on the prevailing value of each Digital Asset on one or more Digital Asset exchanges, including those operated by us. Valuation of Fiat Balances will be based on the prevailing market price on one or more third-party indices, as determined by us. We have discretion to select Digital Asset exchanges for calculating this market value that we, in our reasonable judgment, believe offer a reasonable valuation of a Digital Asset.

You represent and warrant that the Collateral Assets are free and clear of all liens and encumbrances other than those arising hereunder, and that you have the right to grant a first priority security interest hereunder. Any and all Collateral Assets shall be security for your obligations in respect of any Margin Extensions and for any other obligations you have to us arising hereunder. Accordingly, you hereby pledge, assign and grant to us a continuing first priority security interest in, and a lien upon, the Collateral Assets, which shall attach upon the provision of Margin Extension and which shall immediately and automatically be terminated upon the return and repayment in full of the Margin Extension and all related fees and expenses due hereunder. In addition to the rights and remedies granted to us hereunder, we shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable law. You shall take all action that may be necessary and that we may reasonably request so as at all times to maintain the validity, perfection, enforceability and priority of our security interest in and lien on the Collateral Assets or to enable us to protect, exercise or enforce its rights hereunder and in the Collateral Assets, including, but not limited to, (i) promptly discharging all liens on the Collateral Assets other than our security interest or any other liens permitted herein and (ii) executing and delivering financing statements, control agreements, instruments of pledge, notices and assignments, in each case, in form and substance reasonably satisfactory to us, relating to the creation, validity, perfection, maintenance or continuation of our security interest in and lien on the Collateral Assets under the UCC or other applicable law. You hereby authorize us to file against you one or more financing, continuation or amendment statements pursuant to the UCC or other applicable law in form and substance reasonably satisfactory to us, provided that the description of the collateral in any such statement is limited to only the Collateral Assets.

You hereby authorize and instruct us, in the event the value of your Collateral Assets falls below the Maintenance Margin Requirement, to, without further notice to you: (a) sell your Received Assets and

apply the proceeds to the termination of your Margin Extension(s); and (b) liquidate such other Digital Assets or Fiat Balances in your account, in the manner and amount practicable, in our reasonable discretion, to terminate the Margin Extension either in full, or in an amount sufficient, in our reasonable discretion, to restore the value of your Collateral Assets to an amount equal to or exceeding the Maintenance Margin Requirement.

7. No Margin Obligation Period

There are no term limits on margin obligations, meaning that you may elect to maintain open spot positions on margin for an unlimited duration, as long as you continue to meet your Margin Extension obligations as detailed in Section 6 of this Annex A.

8. Payment of fees; Default.

Fees charged on and in connection with any Margin Extension will be at the applicable rates and methods of computation specified in the [Fee Schedule](#) (the “**Margin Fees**”). If the Margin Fees on any Margin Extension made under these Terms exceeds the maximum rates we may charge under applicable law, the parties hereto agree that the Margin Fees will be reduced automatically to the maximum rates we may charge under applicable law. Margin Fees will be deemed included in “fees” as used in the Terms, and Section 6 of the main body of the Terms (Fees) will apply in addition to all other requirements set forth herein.

Upon your failure to satisfy the Maintenance Margin Requirement, to make any payment of fees when due, including Margin Fees, or to terminate a Margin Extension when required, or upon otherwise materially breaching this Annex A (Margin Trading), your Margin Extensions will be immediately due and must be terminated (and any accrued and unpaid fees thereon and any fees and costs of collection must be paid) and, to the extent permitted by applicable law and in addition to any other remedies available to it, we, in our sole discretion, may apply the proceeds from the sale of any Digital Assets in your Margin Account, whether such Digital Assets are considered Collateral Assets as defined in the Terms or not, first to the payment of any outstanding fees, commissions, charges or other expenses then due to Kraken, and then to the termination of your Margin Extensions. If your account balance becomes negative, as determined by us, you agree to pay the amount of funds owed to Kraken within 48 hours. You may not trade or withdraw on a negative account.

9. Discontinuance of Margin Extension services.

We may cease making available Margin Extensions for any or all Digital Assets or Fiat Balances for any or all users (including you), or otherwise terminate Margin Extensions for any or all users (including you). You hereby authorize and instruct us, without notice to you, as of the date that we elect, to: (a) liquidate your Received Assets, in the manner practicable, in our reasonable discretion, and apply the proceeds to the termination of your Margin Extension; and (b) liquidate such other Digital Assets or Fiat Balances in your account, in the manner and amount practicable, in our reasonable discretion, to terminate the Margin Extension in full.

10. US Tax Treatment of Margin

For US tax purposes, in the case of a Margin Transaction, it is intended that, absent a change in law or administrative practice to the contrary, the transfer and delivery of the Digital Assets or Fiat Balances shall be treated as a loan and not be treated as an exchange of property for other property differing materially in kind or extent (within the meaning of Section 1001 of the Internal Revenue Code of 1986, as amended, as well as the corresponding Treasury Regulations).

Annex B

Parachain Slot Auction services

This Annex B (this “**PSA Annex**”) incorporates by reference and supplements the Kraken.com Terms of Service (excluding all Annexes thereto, “Terms”) as if the entirety of the Terms were set forth in this PSA Annex. Capitalized terms used but not defined in this PSA Annex have the meanings given to them elsewhere in the Terms. In the event of a conflict between the Terms and this PSA Annex, the terms of this PSA Annex will control solely to the extent of the conflict and solely with respect to the subject matter of this PSA Annex. The PSA Services (as defined below) are enabled by Payward Trading Ltd, a British Virgin Islands company (“**Payward Trading**”). Payward Trading is our affiliate and is deemed included in the terms “we”, “us”, “our”, “Kraken” or “Payward” throughout the Terms.

The Terms, including this PSA Annex, govern your use of the PSA Services. This PSA Annex will be effective, as to you, as of the date you use the PSA Services. If you don't agree to these terms, you must not access or use the PSA Services. By using the PSA Services, you confirm, acknowledge, and agree that you have read, understand, and accept all of the terms and conditions in this PSA Annex.

1. Definitions.

- (a) “**Base Layer Network**” means the Polkadot protocol or Kusama protocol, as applicable.
- (b) “**Candidate**” means a project, network, or developer that bids for a Parachain slot in a Parachain Slot Auction by bonding (or permitting others to bond) DOT/KSM to a PSA Module.
- (c) “**DOT/KSM**” means DOT if the auction is on Polkadot or KSM if the auction is on Kusama.
- (d) “**Bonded DOT/KSM**” means DOT/KSM that is bonded to a PSA module through the PSA Services.
- (e) “**Campaign End Date**” means the pre-established end date of a Candidate’s campaign to acquire a Parachain slot at auction, which may last for one or more sequential auction periods.
- (f) “**Expiration Date**” means the date that either (i) if the Candidate wins the auction, the Slot Duration ends or (ii) if the Candidate loses the auction, the Campaign End Date is reached.
- (g) “**Parachain**” means an independent cryptographic network that operates ‘on top’ of a Base Layer Network.
- (h) “**Parachain Slot Auction**” means an auction process, governed by the rules of the applicable Base Layer Network, which allocates available Parachain slots.
- (i) “**Paradrop**” means a distribution of Reward Tokens by a Candidate to its Parachain Slot Auction supporters.
- (j) “**PSA Module**” means a module on the Base Layer Network through which DOT/KSM is bonded to support a Candidate’s Parachain Slot Auction bid.
- (k) “**PSA Information**” has the meaning provided in Section 5(a) of this PSA Annex.
- (l) “**PSA Services**” means collectively, the Bonding Services, Paradrop Services, and Unbonding Services (each as defined in Section 3(a) of this PSA Annex) provided to you at your instruction and in accordance

with this PSA Annex. For clarity, the PSA Services are included without limitation in the “services,” as defined in the Terms.

(m) “**Reward Tokens**” means the native digital assets of a Candidate’s network that are distributed to supporters of the Candidate’s Parachain Slot Auction bid.

(n) “**Slot Duration**” means the period of time that a Candidate may utilize a Parachain slot upon winning a Parachain Slot Auction.

2. Third Parties and Third-Party Products and services.

(a) Our obligations under this PSA Annex are limited to the provision of the PSA Services to you at your risk and in accordance with your instructions. **You acknowledge that we cannot guarantee, nor are we in any way responsible or liable for, the acts or omissions of third parties (e.g., Candidates) or the performance of their products or services (e.g., PSA Modules, Base Layer Networks, Parachain protocols, or PSA Information) that may relate or otherwise be relevant to the PSA Services.** Such products and services are made available (directly or indirectly) by such third parties, and we don’t make any express or implied warranties or conditions, including quality, merchantability, fitness for a particular purpose, title and non-infringement. By agreeing to this PSA Annex, you expressly agree that we won’t be liable for (and you expressly assume the risk of) any matters arising out of or relating to the actions and omissions of third parties or their products and services that may relate or otherwise be relevant to the PSA Services. We won’t be responsible for:

- Any aspect of the Parachain Slot Auction process (e.g., its operation, outcomes, or functionality);
- Any aspect of a Candidate’s Parachain Slot Auction bid (e.g., its success or failure, or whether the corresponding Parachain network will be launched, functional, or deemed satisfactory or successful);
- The amount, functionality, value, or date of delivery of Reward Tokens (if any); and
- Your ability to reclaim Bonded DOT/KSM at any particular time or at all.

(b) This Section 2 applies to all claims irrespective of the cause of action underlying the claim, including but not limited to breach of contract (even if in the nature of a breach of condition or a fundamental term or a fundamental breach) and tort (including but not limited to negligence or misrepresentation).

Some jurisdictions don’t allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

(c) This Section 2 applies even where it would otherwise conflict with any other provision of this PSA Annex.

3. The PSA Services.

(a) General.

Subject to the terms and conditions of this PSA Annex, Payward Trading may, at its discretion, facilitate your ability to: (i) participate in a Parachain Slot Auction by bonding the DOT/KSM in your account, as applicable, to a PSA Module in support of a particular Candidate’s bid (“**Bonding Services**”); (ii) receive

Reward Tokens distributed by a winning Candidate in recognition of your support of such Candidate's bid and credit them to your account (“**Paradrop Services**”); and (iii) following a PSA Module Expiration Date, claim the DOT/KSM previously bonded to a PSA Module (“**Unbonding Services**” and, together with Bonding Services and Paradrop Services, the “**PSA Services**”). Payward Trading may perform any or all of the PSA Services directly or through one or more service provider(s), in which case, your authorization and instruction extends to such service provider(s).

(b) Bonding Services.

By submitting a request to support a Candidate’s bid through the services, you authorize and instruct Payward Trading to bond the amount of DOT/KSM instructed by you to the PSA Module corresponding to that Candidate.

Payward Trading won't be able to attempt to unbond Bonded DOT/KSM prior to its Expiration Date.

You may not transfer, stake, withdraw, trade, bond in other Parachain Slot Auctions or otherwise use your Bonded DOT/KSM until the Expiration Date is reached and Payward Trading claims the assets on your behalf and at your instruction through the Unbonding Services.

(c) Paradrop Services.

Candidates may offer supporters who bond DOT/KSM to the Candidate’s PSA Module an amount of Reward Tokens. By electing to use the Bonding Services, you irrevocably authorize and instruct Payward Trading to receive any corresponding Reward Tokens on your behalf. In the event of any such receipt, you hereby authorize and instruct Payward Trading to use commercially reasonable efforts to credit such corresponding Reward Tokens to your account on the basis that we describe (*i.e.*, not via PSA Information) through the services.

The Paradrop Services are limited to claims of the specific Reward Token in accordance with the terms of this PSA Annex. You don't instruct us, and we have no obligation and make no commitment, to claim any other asset, reward or benefit on your behalf. We also have no obligation, and make no commitment, to facilitate the offering of any Reward Tokens on our services at any time or in any particular jurisdiction.

Payward Trading may withhold and report any tax as required by any applicable law.

(d) Unbonding Services. By electing to use the Bonding Services, you irrevocably authorize and instruct Payward Trading to use commercially reasonable efforts following an applicable Expiration Date to claim your previously Bonded DOT/KSM from the corresponding PSA Module on your behalf and credit it to your account on the basis that we describe (*i.e.*, not via PSA Information) through the services.

(e) Ownership. During a Parachain Slot Auction, DOT/KSM holders may bond their cryptocurrency (Bonded DOT/KSM) to support the project that they believe should receive a Parachain slot. In return, the project may commit to airdrop Reward Tokens (*i.e.*, a paradrop) to their supporters. During such bonding period, you retain ownership of the Bonded DOT/KSM and such Bonded DOT/KSM will remain property of you when bonded. However, for the avoidance of doubt such ownership may be subject to certain additional terms and conditions as amended from time to time, including without limitation the terms and conditions of your smart contract with the Candidate, Parachain Slot Auction, and Base Layer Network.

4. Eligibility

You may only use the PSA Services if (i) you fulfill the eligibility criteria of the Terms and (ii) your use of the PSA Services isn't prohibited by applicable laws or regulations of the jurisdiction of your residence. Although Payward Trading reserves the right to impose additional eligibility criteria on your use of the PSA Services, these additional restrictions supplement but don't supersede the requirements of the preceding sentence.

5. No Advice, Recommendations, Endorsements, or Guarantees

Without limiting Section 2 of this PSA Annex:

(a) In connection with the PSA Services, we may make available to you, for your convenience, certain third-party information ("PSA Information"). PSA Information includes, without limitation, information relating to any Base Layer Network, Parachain, Parachain Slot Auctions and related processes, one or more Candidates, the terms offered by such Candidates (*e.g.*, the Expiration Date of a PSA Module, the amount and dates of Reward Tokens to be distributed by Candidates, and other information regarding Candidates' anticipated Parachain network or Reward Tokens). We don't control or endorse any PSA Information and aren't liable to you for PSA Information in any way. Your use of PSA Information may be subject to additional terms and conditions with third-party providers, and we aren't part of those terms or conditions. If any third-party terms and conditions conflict with these Terms, you agree that these Terms control.

(b) You acknowledge and accept that: (i) we don't guarantee the timeliness, sequence, accuracy, completeness, reliability, or content of PSA Information or related information (*e.g.*, messages disseminated by any Candidate); (ii) PSA Information may be misleading and subject to change, so you should not (and won't) rely on it for any reason; and (iii) all PSA Information is made available by us on an "as-is" basis, without endorsement, as we undertake no duty to investigate the merits or accuracy of any PSA Information, and have no obligation to (and may not) vet any such information.

(c) For each Parachain Slot Auction, we may only support certain Candidates through the PSA Services. This limitation is based on a number of factors and constraints internal to us and should in no way be interpreted as any form of advice, recommendation, endorsement or guarantee regarding any Candidate, supported or not, the merits of any proposed Parachain network or Reward Tokens, or the accuracy or reliability of any claims or information provided by or regarding any of the foregoing.

(d) We don't endorse or recommend Parachain Slot Auctions. We don't and cannot guarantee the outcome of any Parachain Slot Auction or your participation in them. We make no representation or warranty, express or implied, to the full extent not prohibited by applicable law, regarding whether your use of the PSA Services is suitable for you.

6. Relationships

We don't oversee any Candidate's performance or punctuality, and we have no obligation to investigate, participate, or become involved in any dispute between you and a Candidate. If you experience a problem with a Candidate in connection with the PSA Services, you must resolve the dispute directly with the Candidate. You agree to defend, indemnify and hold harmless us (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising from or relating to any disputes between you and a Candidate.

7. Risks

You represent, warrant, and agree that, prior to using the PSA Services, you will have read our [Parachain Slot Auction Risk Disclosure Statement](#), you understand the risks involved with participating in Parachain Slot Auctions, and you have determined that using the PSA Services is appropriate for you and your risk tolerance. If you are eligible to use the PSA Services, the PSA Services are made available to you solely for your convenience and we don't require that you use the PSA Services. You are solely responsible for your use of the PSA Services, and we make no representations, warranties, or guarantees that the PSA Services will function or perform in accordance with your expectations. Your access and use of the PSA Services is at your own risk. You are solely responsible for, and you hereby acknowledge and agree that we disclaim and have no responsibility for, any loss, liability, or damage you may incur, directly or indirectly, as a result of your use of the PSA Services. We may discontinue or change the PSA Services at any time, without liability to you.

Annex C

On-Chain Staking Services

This Annex C (this “**On-Chain Staking Annex**”) incorporates by reference and supplements the Kraken.com Terms of Service (excluding all Annexes thereto, “Terms”) as if the entirety of the Terms were set forth in this On-Chain Staking Annex. Capitalized terms used but not defined in this On-Chain Staking Annex have the meanings given to them elsewhere in the Terms. In the event of a conflict between the Terms and this On-Chain Staking Annex, the terms of this On-Chain Staking Annex will control solely to the extent of the conflict and solely with respect to the subject matter of this On-Chain Staking Annex. The On-Chain Staking Services are enabled by Payward Commercial Ltd, a British Virgin Islands company (“**Payward Commercial**”). Payward Commercial is our affiliate and is deemed included in the terms “we”, “us”, “our”, “Kraken” or “Payward” throughout the Terms.

Payward Commercial may provide you the option to contribute and earn rewards by participating in our “On-Chain Staking Services” (defined below). The On-Chain Staking Services are a separate and distinct IT-service, which means a general commercial activity that is provided to you by means of a technical IT infrastructure, subject to the terms and conditions of the Terms, including this On-Chain Staking Annex and your fulfillment of all applicable eligibility criteria. Payward Commercial may perform any or all of the On-Chain Staking Services directly or through one or more service provider(s). Please refer to the resources provided on our Platforms for more information regarding On-Chain Staking Services.

On-Chain Staking Services

When you elect to stake a Digital Asset that is eligible for staking (each, a “Supported Tokens”), you consent to such Supported Token being staked in part or in entirety by Payward Commercial (the “**On-Chain Staking Services**”). For clarity, the On-Chain Staking Services are included within “services” under these Terms. You retain ownership of each Supported Token that is staked, and each staked Supported Token remains your property while staked. The Section of the Terms titled “Custody and Title of Digital Assets”, which applies to Digital Assets, also applies to Supported Tokens.

Opting into On-Chain Staking Services & On-Chain Staking Reward Terms

If you select to stake assets from your account, Payward Commercial will remit to you the applicable percentage of staking rewards received from the Supported Token protocol attributable to your staked Supported Tokens (“Staking Rewards”), provided that the applicable percentage and timing of such remittances will: (i) be determined by Payward Commercial in its sole discretion; (ii) be subject to Payward Commercial’s staking fee; (iii) vary by the Supported Token protocol; and (iv) be further detailed in your account. You **understand and agree that we don't guarantee that you will receive Staking Rewards and that the applicable percentage (i) is an estimate only and not guaranteed, (ii) may change at any time in Payward Commercial's sole discretion, and (iii) may be more or less than the actual Staking Rewards Payward Commercial receives from the Supported Token protocol.** When you elect to participate in Bonded Staking, you are instructing Payward Commercial Ltd. to commit the token to the relevant blockchain’s unbonding period and you won't be able to access your tokens during the specified period after you elect to unstake.

Slashing Penalty

A determination by the Supported Token protocol that the On-Chain Staking service has been erroneously operated may result in a “slashing penalty” (loss of staked Digital Assets) and non-payment of the applicable Staking Rewards by the Supported Token protocol. Payward Commercial agrees to compensate

you for any such penalties, unless such penalty is the result of (i) your act or omission, (ii) Supported Token maintenance, a bug, or an error, (iii) acts by a malicious actor or hacker, (iv) breaches of these Terms, whether by you or any other person or entity, or (v) Force Majeure Events.

No Guarantee of On-Chain Staking Services

We cannot guarantee uninterrupted or error-free operation of the On-Chain Staking Services or that we'll correct all defects or prevent disruptions or unauthorized access. We may suspend or discontinue the On-chain Staking Services in our sole discretion at any time. In the event of any disruptions, suspension, or discontinuance of the On-Chain Staking Services, any staked Supported Tokens may stop generating the Staking Rewards and you may not receive any (and you may forfeit all) Staking Rewards whatsoever. The decision as to whether and to what extent On-Chain-Staking Services are provided is at our sole discretion. You hereby acknowledge and agree that we disclaim and have no responsibility for any loss, liability, or damage you may incur, directly or indirectly, in connection with the On-Chain Staking Services, including any loss, liability or damage arising directly or indirectly from: (a) your use of or inability to use the On-Chain Staking Services; (b) any interruptions, errors, or defects of the On-Chain Staking Services; (c) any third-party disruptions of or unauthorized access to the On-Chain Staking Services; or (d) any suspension or discontinuance of the On-Chain Staking Services.

Annex D

Opt-In Rewards Program

This Annex D (this “**Opt-In Rewards Annex**”) incorporates by reference and supplements the Kraken.com Terms of Service (excluding all Annexes thereto, “**Terms**”) as if the entirety of the Terms were set forth in this Opt-In Rewards Annex. Capitalized terms used but not defined in this Opt-In Rewards Annex have the meanings given to them elsewhere in the Terms. In the event of a conflict between the Terms and this Opt-In Rewards Annex, the terms of this Opt-In Rewards Annex will control solely to the extent of the conflict and solely with respect to the subject matter of this Opt-In Rewards Annex. The Opt-In Rewards Program is enabled by Payward Trading Ltd, a British Virgin Islands company (“**Payward Trading**”). Payward Trading is our affiliate and is deemed included in the terms “we”, “us”, “our”, “Kraken” or “Payward” throughout the Terms.

Payward Trading may provide you the option to contribute and earn rewards on eligible, available and idle account balances you otherwise maintain in your account (the “**Opt-In Rewards Program**”) subject to the terms and conditions of these Terms, including this Opt-In Rewards Annex, and your fulfillment of all applicable eligibility criteria.

NO KRAKEN ENTITY IS A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR ACCOUNT ISN'T A DEPOSIT ACCOUNT OR A BANK ACCOUNT. THE OPT-IN REWARDS PROGRAM ISN'T A DEPOSITORY OR BANK PROGRAM. NEITHER YOUR ACCOUNT NOR OPT-IN ASSETS (AS DEFINED HEREIN) ARE COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION (“**FDIC**”) OR SECURITIES INVESTOR PROTECTION CORPORATION (“**SIPC**”) PROTECTIONS OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

1. The Opt-In Rewards Program

(a) The Opt-In Rewards Program is a separate and distinct IT-service, which means a general commercial activity that is provided to you by means of a technical IT infrastructure. The Opt-In Rewards Program allows you to contribute Available Assets (as defined herein) from your account to us and to earn Rewards (as defined herein).

(b) Eligible Assets. A list of assets that are currently eligible for the Opt-In Rewards Program is available at <https://support.kraken.com/hc/en-us/articles/360044886311-Overview-of-Opt-In-Rewards-on-Kraken> (each an “**Eligible Asset**” and collectively, “**Eligible Assets**”). We may decide to add or remove assets from the list of Eligible Assets at any time in our sole discretion.

(c) You may not use the Opt-In Rewards Program if you are located in or a national or resident of any jurisdiction in which we are not authorized to provide the Opt-In Rewards Program or any jurisdiction where your use of the Opt-In Rewards Program would be illegal or otherwise violate any applicable law or regulation of that jurisdiction (each of the above locations, a “**Restricted Jurisdiction**”).

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE OPT-IN REWARDS PROGRAM IS APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE OPT-IN REWARDS PROGRAM WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. WE ARE NOT RESPONSIBLE

FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE OPT-IN REWARDS PROGRAM.

2. Contributions

- (a) You may contribute Available Assets from your account to the Opt-In Rewards Program by selecting the amount and type of Available Assets you wish to contribute from your account.
- (b) You agree to only contribute Eligible Assets to the Opt-In Rewards Program that comprise available and idle account balances that you initially deposited and reflected in your account for the purpose of trading Fiat Currency and Digital Assets on our services and not for participation in the Opt-In Rewards Program (such Eligible Assets, “**Available Assets**”).
- (c) Digital Assets you contribute from your account to the Opt-In Rewards Program (“**Opt-In Assets**”) will be treated as received when displayed as such on your account page on the Platforms; provided, that we reserve the right to: (i) reject or remove any contribution from the program; (ii) establish minimum or maximum contribution amounts; or (iii) return any Opt-In Assets, at any time and in our sole discretion. In the event we elect to return Opt-In Assets to you pursuant to this Section 2(c), you agree to promptly Opt-Out (as defined herein) the assets and to undertake any other actions we reasonably request in order to facilitate that return. You may not transfer Opt-In Assets or any interest in Opt-In Assets prior to Opt-Out of those assets.

3. Rewards

- (a) You may earn rewards on Opt-In Assets (“**Rewards**”). Rewards are not guaranteed, and the rates and timing of Rewards may vary.
- (b) Rewards, if any, will be paid to you by Payward Trading, and will be subject to tax withholding and reporting as required by applicable law.
- (c) Reward rates will be determined in our sole discretion based on the type of Opt-In Asset, market conditions and risk factors. Such rates have no relationship to and may not be competitive with benchmark interest rates observed in the market for bank deposit accounts.
- (d) We may make available anticipated Reward rates and payment schedules from time to time on or through the services (“**Anticipated Rates**”). Anticipated Rates are forward-looking statements that reflect current expectations regarding future events, involve significant risks and uncertainties, should not be read as guarantees of future performance or results and won't necessarily be accurate indications of whether or not such performance or results will be achieved. Forward-looking statements are in no way a form of advice, solicitation or offering of or for the Opt-In Rewards Program and should not be interpreted as such.
- (e) All Rewards will be paid to your account in the same asset as the applicable Opt-In Asset.
- (f) Rewards will be calculated and paid with the decimal precision described at <https://support.kraken.com/hc/en-us/articles/360044886311-Overview-of-Opt-In-Rewards-on-Kraken>, as may be updated by us from time to time in our sole discretion.

4. Opt-Out

(a) You may request a complete or partial return of your Opt-In Assets (“**Opt-Out**”) at any time. Upon receipt of your request, we'll initiate the Opt-Out process instantly when practicable; provided, that we may require up to seven days after you submit your request to Opt-Out to process the transaction. Opt-Out limits based on frequency or volume may apply from time to time and will be described on or through the services.

(b) You must Opt-Out Opt-In Assets before you will be able to send those Funds to a Financial Account.

(c) The quantity and type of your Opt-In Assets will be returned to you when you Opt-Out in accordance with this section.

5. Our use of Opt-In Assets

You grant us all necessary rights, to the fullest extent that we may effectively do so under applicable law and without further notice to you, to utilize, or not utilize, Opt-In Assets in our sole discretion; provided, that the quantity and type of your Opt-In Assets will be returned to you when you Opt-Out in accordance with the terms of this Opt-In Rewards Annex.

6. Risks

The Opt-In Rewards Program is risky. Before participating in the Opt-In Rewards Program, it's important to understand its specific and unique risks. You should carefully review this Opt-In Rewards Annex. The Opt-In Rewards Program isn't for everyone. You should examine your objectives, financial resources and risk tolerance to determine whether contributing Funds to the Opt-In Rewards Program is appropriate for you. Some, but not all, of the risks and uncertainties associated with the Opt-In Rewards Program are:

- Payward Trading isn't a bank or other depository institution. Your account isn't a deposit account or a bank account. The Opt-In Rewards Program isn't a depository or bank program. Opt-In Assets are not covered by insurance against losses or subject to FDIC or SIPC protections or the protections of any comparable organization anywhere in the world.
- We don't offer securities services, are not registered under the securities laws of any jurisdiction and the provision of the Opt-In Rewards Program has not been and won't be registered under the securities laws of any jurisdiction or otherwise approved by securities regulators in any jurisdiction.
- Legislative and regulatory changes or actions in your country or state of residence may adversely affect: (i) the use, transfer, and value of Opt-In Assets; (ii) the operations and profitability of the Opt-In Rewards Program; (iii) the tax treatment of the Opt-In Rewards Program; and (iv) your ability to Opt-Out Opt-In Assets in a timely manner or at all.
- Rewards for Opt-In Assets are not guaranteed, and we reserve the right to adjust Reward rates in our sole discretion.

You understand, acknowledge, and agree that:

- prior to using the Opt-In Rewards Program, you will have read this Opt-In Rewards Annex in full;
- You are solely responsible for, and you assume in full, all risks regarding the Opt-In Rewards Program, including all risks disclosed in this Section, as well as additional risks;

- by using the Opt-In Rewards Program, you have determined that such use is appropriate for you.

We cannot guarantee uninterrupted or error-free operation of the Opt-In Rewards Program or that we'll correct all defects or prevent disruptions or unauthorized access. We may suspend or discontinue the Opt-In Rewards Program in our sole discretion at any time. In the event of any disruptions, suspension, or discontinuance of the Opt-In Rewards Program, any Opt-In Assets may stop generating Rewards and you may not receive any (and you may forfeit all) Rewards whatsoever. You hereby acknowledge and agree that we disclaim and have no responsibility for any loss, liability, or damage you may incur, directly or indirectly, in connection with the Opt-In Rewards Program, including any loss, liability or damage arising directly or indirectly from: (a) your use of or inability to use the Opt-In Rewards Program; (b) any interruptions, errors, or defects of the Opt-In Rewards Program; (c) any third-party disruptions of or unauthorized access to the Opt-In Rewards Program; or (d) any suspension or discontinuance of the Opt-In Rewards Program.

7. Fees

We reserve the right to charge you fees in connection with your participation in the Opt-In Rewards Program.

8. Representations and Warranties

You represent and warrant that, as of the Effective Date and as of any date thereafter that you contribute Funds to the Opt-In Rewards Program:

- (a) You have full power and authority to agree to this Opt-In Rewards Annex and, in doing so, won't violate any other agreement to which you are a party;
- (b) The provisions of this Opt-In Rewards Annex constitute legal, valid and binding obligations enforceable against you in accordance with its terms;
- (c) You are eligible to participate in the Opt-In Rewards Program;
- (d) You don't reside in and are not a citizen of a Restricted Jurisdiction;
- (e) You were not, in any manner or form, solicited to participate in the Opt-In Rewards Program prior to (i) your creation of an account or (ii) your election to participate in the Opt-In Rewards Program;
- (f) All assets you will contribute to the Opt-In Rewards Program are Available Assets;
- (g) You: (i) have read and understand this Opt-In Rewards Annex in its entirety; (ii) acknowledge and accept the risks associated with participating in the Opt-In Rewards Program, including those risks described in Section 6; and (iii) were given the opportunity to ask questions of and receive answers from us concerning the terms and conditions of the Opt-In Rewards Program prior to participating or agreeing to participate; and
- (h) All representations and warranties you made upon your acceptance of the Terms were and remain true and complete.

9. No advice; Independent relationship

Without limiting anything in the Terms, we make no representation or warranty, express or implied, to the full extent not prohibited by applicable law, regarding the advisability of your participation in the Opt-In Rewards Program. Neither Kraken, nor any of its respective officers, directors, employees or affiliates is providing advice, including legal, financial, investment or tax advice, in connection with the Opt-In Rewards Program or your determination to participate in it.

Annex E

NFT Services

This Annex E (this “**NFT Annex**”) incorporates by reference and supplements the Kraken.com Terms of Service (excluding all Annexes thereto, “**Terms**”) as if the entirety of the Terms were set forth in this NFT Annex. Capitalized terms used but not defined in this NFT Annex have the meanings given to them elsewhere in the Terms. In the event of a conflict between the Terms and this NFT Annex, the terms of this NFT Annex will control solely to the extent of the conflict and solely with respect to the subject matter of this NFT Annex. The NFT Services (defined below) are offered by Payward Trading Ltd, a British Virgin Islands company (“**Payward Trading**”). Payward Trading is our affiliate and is deemed included in the terms “we”, “us”, “our”, “Kraken” or “Payward” throughout the Terms.

This NFT Annex, in addition to the Terms, sets forth the terms and conditions governing your use of the NFT Services (as defined herein).

You acknowledge and agree that the Terms are and remain entirely binding on you and applicable to your use of the NFT services. Capitalized terms used but not defined herein will have the meanings given to them in the Terms.

KRAKEN MAKES NO REPRESENTATION OR WARRANTY THAT THE NFTs OR THE NFT SERVICES ARE APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE NFT SERVICES WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. KRAKEN ISN'T RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE NFT SERVICES.

1. The NFT Services

The “NFT Services” refers to the platform and services through which we may provide the ability for you to view, search, explore, collect, showcase, bid on, offer to sell, trade, buy, sell, transfer, hold, create, and otherwise interact with non-fungible tokens (“**NFTs**”). For clarity, the NFT Services are included within “services” under the Terms.

(a) NFT Services and Functionalities

Our NFT Services may include various functionalities, features, content, and information (“**NFT Services Content**”), including functionalities for searching and sorting NFTs, rarity scores and rankings of NFTs, estimated values of NFTs or other information or content related to NFTs. We disclaim all representations or warranties regarding the NFT Services and NFT Services Content, including that the NFT Services or NFT Services Content are accurate, complete, consistent, or useful. You agree that you won't rely on any NFT Services Content, including any rarity scores, rankings or estimated values of NFTs. You acknowledge that rarity scores and rankings of NFTs are purely subjective, that estimated values are provided for illustrative purposes only, and that the price at which you may be able to sell or buy a particular NFT may be substantially less than the estimated value or be completely inconsistent with any provided rarity score or ranking.

(b) Supported NFTs

We decide, in our sole discretion, which NFTs or NFT collections will be supported by the NFT Services. Not all NFTs may be usable in connection with the services. For example, you may not be able to transact certain NFTs through the NFT Services or complete NFT deposits (described below) of certain NFTs into your Account. In addition, the NFT Services may not support all features, functionalities, or benefits of an NFT that is otherwise partly supported by the NFT Services. For example, the NFT Services may not support certain protocols or functionalities which supplement or interact with NFTs, including ‘forked’ protocols, airdropped NFTs, or other functionality such as staking, protocol governance, access to community perks, or any smart contract functionality.

We aren’t liable to you for the NFT Services’ lack of support, or discontinuation of support, for any NFTs, including any loss of benefit of NFTs as a result. Our determination of what NFTs are supported does not constitute endorsement of any NFT (including the value of any NFT) or any associated content.

(c) Changes

Without limiting our right to make changes per the Terms, we may, at any time and in our sole discretion, discontinue or change the NFT Services or NFT Content in whole or in part. This includes our right to remove or restrict access to, viewing of, or transactions regarding any NFTs or NFT collections, rarity scores or rankings of NFTs, or estimated values of NFTs.

(d) NFT Deposits

The NFT Services may require you to open an account with us. Your account may hold NFTs that you have deposited with us. We don't control or make any guarantees about the amount of time it takes to complete a deposit of an NFT into your account. This time frame depends upon the performance of third parties, including third-party financial institutions, payment services, or third-party providers.

Deposits of NFTs may not be cancellable once initiated. All NFT deposits are final and non-refundable once made. We can, at any time and without notice, reject any NFT deposit or impose limits on NFT deposits.

2. User Submitted Content

(a) User Submitted Content Generally

You, our other customers (including other account holders, NFT collectors, or artists or creators of NFTs), or third parties may have the option to submit, post, upload, provide, contribute, or make available (or authorize or instruct us to do so) content, materials, or information in connection with the NFT Services, including (i) NFTs, (ii) content, materials, or data linked to or associated with NFTs (such as data, text, images, audio, video, documents, or files), including content relating to the artist or creator of NFTs (“**Creators**”) (iii) displays of NFTs or NFT collections, and (iv) links to third-party websites (collectively, “User Submitted Content”).

We don’t control or endorse any User Submitted Content, and we aren’t responsible or liable to you or any person or entity for any User Submitted Content or any use thereof. Your use of any User Submitted Content is at your own risk and may be subject to additional terms and conditions that we aren’t a part of and we have no responsibility for. We can remove, suspend, or restrict User Submitted Content at any time in our sole discretion.

(b) License to your User Submitted Content

You grant us (including our affiliates, and any of our respective licensees, successors, and assigns) a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), transferable right and license to: (i) copy, reproduce, display, list, score, rank, modify, perform, publish, broadcast, link to, and otherwise disclose to third parties any User Submitted Content that you submit, post, upload, provide, contribute, or make available (“Your User Submitted Content”) on or in connection with the NFT Services or NFT Platforms (defined below); (ii) use on or in connection with the NFT Services or NFT Platforms any names, user names, pseudonyms, smart contract or wallet addresses, trademarks or logos associated with Your User Content; and (iii) use your User Submitted Content to operate the NFT Services or NFT Platforms, for any of our and our affiliates’ businesses (including other businesses), for analytics purposes, and to contact you.

(c) Authorization

If you post, promote, display, store, solicit offers for, or sell an NFT, or create, transfer, or hold on or through or in connection with the NFT Services or a web3 Wallet (defined below) an NFT, you authorize and instruct us to include such NFT and all related User Submitted Content on our NFT Services and other NFT Platforms, and such NFT and you grant us a license to such User Submitted Content on the same terms as set forth in Section 2(b) above.

(d) Responsibility for Your User Submitted Content

You are solely responsible for Your User Submitted Content. You will ensure that all of Your User Submitted Content is legal, legally provided, reliable, accurate, appropriate, and does not infringe any rights of others. You represent, warrant and covenant that (i) You have and will maintain all rights, licenses, consents, and permissions necessary to grant to us the rights and licenses set forth in this NFT Annex, (ii) all of Your User Submitted Content does and will comply with the Terms, including this NFT Annex, and (iii) Your User Submitted Content and the use thereof by Kraken, the NFT Services and users of the NFT Services as contemplated by this NFT Annex and the Terms don't and won't infringe any third party's intellectual property rights and don't and won't violate any applicable law, rule or regulation.

(e) NFT Platforms

We or our affiliates may, now or in the future, own and operate, in addition to the NFT Services, one or more other service(s), marketplace(s) or platforms on which NFTs and their associated content and information are displayed, made available, stored, custodied, traded, posted, linked to, or otherwise engaged with (together with the NFT Services, the “NFT Platforms”). You acknowledge and agree we and our affiliates may synchronize (including, without limitation, using automated means) User Submitted Content across one or more NFT Platforms, and that the rights and licenses granted by you in this NFT Annex extend to our use of Your User Submitted Content in connection with all NFT Platforms.

(f) User Profile

If you choose to, you may have the opportunity to create a public facing profile through the NFT Services. Any content you post on through your profile will be deemed Your User Submitted Content and considered non-confidential and non-proprietary. We reserve the right to reclaim usernames without liability to you in our sole discretion. We may, in our sole discretion, delete your profile for any reason, including if we deem your username or the content you post to be offensive or inappropriate, or to be otherwise violative of the Terms.

3. Storage and web3 Connectivity

(a) Storage

To use your NFTs in connection with the NFT Services, you can either (i) deposit such NFTs for storage by us on your behalf, by transferring them to your account in accordance with the Terms, or (ii) connect a supported, self-hosted wallet (such as your Metamask wallet) that allows you to access the NFTs in a Financial Account that you control (a “web3 Wallet”). NFTs held within your account are assets held in custody by us for you.

You bear all risks associated with storing NFTs through the NFT Services or connecting your web3 Wallet to the NFT Services, including, but not limited to, the risk of malicious software introduction, the risk that there may be unauthorized access to your third-party wallet or account, and the risk of theft of NFTs. Certain technological difficulties experienced by Kraken may also prevent the access to or use of your NFTs. You are solely responsible for determining whether a web3 Wallet is compatible with the NFT Services, and we make no representations or warranties that the NFT Services will be compatible with any specific web3 Wallet. We accept no responsibility for, or liability to you in connection with your use of any web3 Wallet. You are solely responsible for keeping your web3 Wallet secure and you should never share your web3 Wallet credentials, private key or seed phrase with anyone. If you discover an issue related to your web3 Wallet, please contact your web3 Wallet provider.

(b) Ownership

You represent and warrant that you are the lawful owner of any NFT that you (a) attempt to sell on this platform, (b) store in your account, or (c) store in a connected web3 Wallet. You bear the risks of loss for any such NFTs, regardless of where you store those NFTs. Except as required by a facially valid court order, or except as provided herein, we won't sell, transfer, loan or otherwise alienate your NFTs unless instructed by you or as otherwise authorized by this Addendum or the Terms. For the avoidance of doubt, we make no representations to any party that any NFT is free and clear of any security interest or other lien or encumbrance.

None of the NFTs in your account or any other customer account are our property, are loaned to us, or are subject to the claims of our creditors, and we don't represent or treat NFTs in your account, or in any other customer's account, as our property. However, a court may disagree with our treatment of your NFTs and subject them to claims of our creditors.

(c) Control

You control the NFTs held in your account. At any time, subject to outages, downtime, this Annex, the Terms, and other applicable policies, you may withdraw your NFTs from your account by transferring them to an external account. Similarly, we don't control the NFTs held in your external account and, subject to outages, downtime, this Annex, the Terms, and other applicable policies, you may disconnect a web3 Wallet from the NFT Services at any time.

In order to more securely and effectively custody NFTs, we may use shared blockchain addresses, that we control, to hold NFTs on your behalf and held on our behalf. We maintain separate ledgers for your account and our accounts.

We may hold NFTs in your account in a variety of different ways, including across multiple blockchain protocols, such as “Layer 2” networks, alternative “Layer 1” networks, or side chains. In connection with holding your NFTs, we may transfer such NFTs off of the primary blockchain protocol and hold such NFTs on shared blockchain addresses we control or on alternative blockchain protocols in forms compatible with such protocols. You agree that all forms of the same NFT that are held and made

available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such NFT is wrapped or (b) the blockchain protocol on which any form of such NFT is stored.

4. NFT Trades

(a) Generally

The NFT Services may offer you the opportunity to sell, trade, or otherwise exchange NFTs for other NFTs, for Fiat Balances and for Digital Assets (collectively, “NFT Trades”). NFT Trades are subject to fees and may be subject to taxes. See Section 6 (Fees; Taxes) of the Terms of Service above for more information.

When you engage in an NFT Trade, you represent and warrant that (i) you own all right, title, and interest in and to such NFT, (ii) that you have the right to display and sell such NFT through the NFT services, and (iii) that you have the right to convey a license to any content associated with such NFT. If you are the creator of an NFT, you agree that you won't replicate, in its entirety, the content incorporated into the NFT for the creation of additional NFTs. If you purchased an NFT from a third party prior to depositing the NFT into your account, you agree that by selling the NFT through the NFT services you are selling all of your right, title, and interest to such NFT.

When you purchase an NFT through the NFT Services, your rights and obligations with respect to such NFT, and the content and benefits associated with such NFT, may be subject to and governed by third-party terms and conditions under which the seller is reselling the NFT or the original minter of the NFT initially distributed the NFT (the “Third-Party NFT Purchase Terms”). We are not a party to any such Third-Party NFT Purchase Terms, which are solely between the buyer and the seller (or the original minter, as applicable). It's your sole responsibility to, prior to purchasing any NFT, independently identify, read and understand the Third-Party NFT Purchase Terms that apply to such NFT (e.g., by viewing such Third-Party NFT Purchase Terms on the official website of the developer, content creator and minter).

You are solely responsible for verifying the identity, legitimacy, and authenticity of NFTs that you Trade through the NFT Services. We disclaim all representations or warranties about sellers of NFTs, including their identity or legitimacy or that such sellers own or have the rights to convey any NFT or any content associated therewith.

(b) Executing NFT Trades

To make an NFT Trade, you must submit an order through the NFT Services (“**NFT Order**”). Certain order types may not be available to you or may be subject to additional terms set forth in the Terms or in an Annex. We can remove or change any order types at our discretion at any time. Order types may be limited to certain NFTs and not all NFTs may be the subject of an NFT Trade for every order type.

By submitting an NFT order, you authorize us to execute a transaction in accordance with such NFT order and the order type you select, if applicable, and to charge you applicable fees. We cannot guarantee any NFT Order will trade at any particular exchange rate and the exchange rates that may be used for your NFT Order may differ from such rates provided by third parties. We aren't responsible for matching any third-party rates or providing you any particular rates. The actual rate at which an NFT Order is executed may be different from the current market exchange rate indicated by our NFT Services at the time of your NFT Order.

We may provide you confirmation of NFT Trades you successfully execute. If we don't provide confirmation, that does not mean the NFT Trade did not happen. We can reject any NFT Trade or other transaction at our sole discretion, whether confirmed by you or not, and we aren't liable to you for any rejection.

(c) Canceling NFT Trades

All NFT Trades are final and non-refundable. All NFT Orders are non-cancellable, including before or after we execute an NFT Trade. In some circumstances, you may have the opportunity to request cancellation of an NFT Order before we execute the NFT Trade, but we may refuse any cancellation request at our sole discretion. If we fulfill such a cancellation request, that does not mean we'll cancel future orders in the same or similar circumstances.

(d) Restrictions

We can, at any time and without notice (1) refuse to execute any NFT Trade or NFT Order at our sole discretion, and (2) impose limits on NFT Trades (for example, limiting the number of open bids, offers, or NFT Orders or restricting NFT Trades from certain locations).

(e) Creator Earnings

We may, in our discretion, elect to collect and facilitate the payment of a portion of NFT sale or resale proceeds to parties that are not sellers or resellers of the NFT ("Creator Earnings"). Such parties are expressly not third-party beneficiaries under this NFT Annex. With respect to any sale of an NFT through the NFT Services, we may, in our discretion, elect to (i) either (a) deduct, from the sale proceeds of such NFT that otherwise would be paid to the seller of such NFT, the Creator Earnings that we determine are applicable to such sale, or (b) collect from the seller of such NFT the Creator Earnings that we determine are applicable to such sale, and (ii) pay such Creator Earnings to eligible recipients determined by us. Kraken may consider publicly accessible sources such as the data associated with a given NFTs underlying smart contract, Third-Party NFT Purchase Terms, blockchain transaction histories, and other information in determining the amount, timing, and beneficiaries of Creator Earnings, all such determinations will be made by us in our sole discretion. Where Creator Earnings are collected in the form of transaction fees or deductions from sale proceeds on the NFT Marketplace, you will be informed of the applicable amount of Creator Earnings to be collected through the NFT Services. We won't be liable for any Creator Earnings deducted or collected in connection with the sale of an NFT, and won't have any obligation to any party to collect or remit Creator Earnings.

(f) Claiming Creator Earnings.

In order to claim Creator Earnings, eligible persons must complete the actions requested via the NFT services, which may include creating a Kraken account and providing any information requested by Kraken in connection with such account creation and claims. By claiming any Creator Earnings with respect to an NFT resale, you (i) represent that you have the right to receive such Creator Earnings with respect to such NFT resale, and (ii) agree that if Kraken determines that any Creator Earnings were erroneously paid to you, you will promptly return such Creator Earnings to Kraken.

(g) Smart contracts

The functionality of an NFT may be dependent on, or dictated by, a third-party smart contract that governs such NFT. You are solely responsible for understanding all smart contracts applicable to an NFT and verifying whether the NFT functions as you expect it to. We won't be responsible or liable for any

defects in, or unexpected behavior of, any smart contract associated with an NFT, or any losses that you suffer as a result thereof.

5. Supported NFTs

The determination as to which NFTs and NFT collections will be Supported NFTs will be made by Kraken in its sole discretion. Such determinations won't constitute or be construed as financial or investment advice, investment or purchase recommendations, or a solicitation to buy or sell. Kraken reserves the right, in its sole discretion, to remove or restrict access to any NFT listings, scores, rankings and other content or information from the NFT Services at any time if Kraken believes that (a) misrepresentations have been made regarding any of such content, or (b) the continued inclusion of such content on the NFT Services would (i) infringe or misappropriate the intellectual property rights of any third party, (ii) violate any applicable law, rule or regulation, (iii) violate this Addendum or the Terms, (iv) expose Kraken or its affiliates to liability or potential liability, (v) tarnish or damage Kraken's, its affiliates' or the NFT Services' reputation, brand or image, or (vi) be otherwise undesirable. Under no circumstances will the inability to view NFTs on the NFT Services or an inability to use the NFT Services in conjunction with the purchase, sale, or transfer of NFTs available on any blockchains serve as grounds for a claim against Kraken.

6. Third Parties

(a) Third-Party Content and Services

In using our NFT Services, you may view NFTs or other content provided by third parties, including, without limitation, links to web pages of third parties (collectively, "Third-Party Content and Services"). We don't control, endorse or adopt any Third-Party Content and Services, and will have no responsibility for Third-Party Content and Services, including, without limitation, material that may be infringing, illegal, misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. When you click on a link to or access and use Third-Party Content and Services, although we may not warn you that you have left our services, you are subject to the terms and conditions (including privacy policies) of another website or destination. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your viewing and use of Third-Party Content and Services, and your interactions with third parties, are at your own risk.

(b) Third-Party Disputes

In the event of a disagreement arising between you and any other user of the NFT Services or third party, we won't provide dispute resolution services. If you have a dispute with any users of the NFT Services or third parties, you release us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

7. Risks

You accept and acknowledge, without limitation, that:

- The fact that an NFT is blockchain-based and transfers of an NFT can be verifiable does not mean that the minter or seller of an NFT has the rights necessary to grant you rights and licenses with

respect to the NFT or the content associated with the NFT, and you are solely responsible for ascertaining whether your purchase of an NFT will validly and effectively acquire for you the rights and licenses you expect to receive by virtue of such purchase, including ownership of the NFT or licenses to use the content associated therewith.

- The price and liquidity of blockchain assets, including, without limitation, NFTs, are extremely volatile and subjective and may be subject to large fluctuations. We don't control the prices of NFTs. You acknowledge that you fully understand this inherent volatility and the subjective value of NFTs and that you may lose money.
- Fluctuations in the price of other digital assets (which may also be subject to significant price volatility) could materially and adversely affect the value or price of NFTs.
- Laws and regulations governing blockchain technologies, NFTs, cryptocurrency, and other crypto-based items are uncertain, and new regulations or policies may adversely affect the use, transfer, exchange and value of NFTs.
- A lack of continued use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications and could therefore also negatively impact the potential utility of NFTs.
- Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- We don't control certain smart contracts and protocols that may be integral to your ability to complete NFT transactions.
- Defects, errors or unanticipated features of a smart contract governing an NFT may result in unexpected behaviors and results with respect to the NFT, which may include, without limitation, inability to access or transfer the NFT.
- Changes to Third-Party Content and Services (discussed above) may create a risk that your access to and use of the NFT Services will suffer.

NFTs may be fungible with one another and may not be unique or original.

8. Intellectual Property

Kraken respects the valid intellectual property rights of others. Each user must ensure that the materials they provide don't infringe any third-party rights, including, without limitation, copyrights. We'll respond to allegations of U.S. copyright infringement with respect to content or other materials on the NFT Services in accordance with the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA") when we receive valid takedown notices submitted to us in accordance with the DMCA ("DMCA Notices") and similarly valid counter notices ("DMCA Counter Notices").

(a) DMCA Notice. If you are a copyright owner, or an agent of a copyright owner, and you believe that any content or other materials on the NFT Services infringe your copyright, you may submit a notification to us pursuant to the DMCA by providing our DMCA agent identified below with the following information in writing at the address or email identified below with the subject line "DMCA Notice: [name of allegedly infringing NFT/collection]":

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, such as your name, address, telephone number, and, if available, an email address;
- a statement that you have a good faith belief that use of the material in the manner complained of isn't authorized by the copyright owner, its agent, or the law; and
- a statement UNDER PENALTY OF PERJURY that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the allegedly infringed copyright; and
- your electronic or physical signature.

The Kraken designated agent to receive DMCA Notices related to the NFT Services under the DMCA (our "DMCA Agent") is:

copyright@kraken.com
 Attn: Lauren Benjamin
 Payward Ventures, Inc.
 100 Pine Street, Suite 1250, Office 6, PMB A188, San Francisco, CA 94111, USA.

(b) DMCA Counter Notice. If you believe that your User Submitted Content on the NFT Services have been improperly removed pursuant to a DMCA Notice because they are not infringing, such as because you have authorization from the actual copyright owner or the owner's agent or because you have the right to license us to store and display the User Submitted Content under applicable law, you may send a DMCA Counter Notice to Kraken at the address detailed above with the following information and subject line "DMCA Counter Notice: [name of allegedly infringing NFT/collection]":

- identification of the materials that have been removed or to which access has been disabled and the location(s) at which the materials appeared before such User-Submitted Materials were removed or disabled;
- a statement UNDER PENALTY OF PERJURY that you have a good faith belief that such User-Submitted Materials were removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- your name, address, telephone number and, if available, email address;
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the United States, to the jurisdiction of the federal courts located in San Francisco, California, and that you will accept service of process from the party that provided notification to us of the alleged infringement; and
- your physical or electronic signature.

If we receive a counter request containing the above information, we may send a copy of such counter request to the original complaining party and we may inform such party that we may replace the removed

or disabled content in ten (10) business days. Unless we receive further notice from the original complaining party that it has filed an action seeking a court order to restrain the allegedly infringing activity, we may replace or re-enable access to the allegedly infringing content or materials ten (10) to fourteen (14) business days after the date on which we received the valid counter-request.

(c) Repeat infringer policy. We'll terminate a user account (if applicable) and a user's ability to further interact with the NFT Services if there have been three (3) occasions of removal of content provided by such user (or the entity they represent) due to DMCA Notices delivered in accordance with the above procedure.

(d) Other content concerns. If you believe that any content or other material on the NFT Services infringes or violates your rights, other than copyrights (which, for the avoidance of doubt, are addressed via the DMCA notice and takedown procedure described above), you may send us a notification to the contact below. Your sending of such a notification won't create any obligation (e.g., to review, respond or take any action) with respect to the subject matter of the notification, except if and to the limited extent required by applicable law.

content@kraken.com
Attn: Legal Department
Payward Ventures, Inc.
100 Pine Street, Suite 1250, Office 6, PMB A188, San Francisco, CA 94111, USA.

Any such notification should include the following information in writing:

- identification of the intellectual property or other right claimed to have been infringed or violated, including, if applicable, the registration number of the intellectual property and the applicable jurisdiction of the intellectual property or other right;
- the basis for your allegation of infringement or violation;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, such as your name, address, telephone number, and, if available, an email address;
- a statement that you have a good faith belief that use of the material in the manner complained of isn't authorized by the rights holder, its agent, or the law; and
- a statement UNDER PENALTY OF PERJURY that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the allegedly infringed intellectual property or holder of the allegedly violated right; and
- your electronic or physical signature.

10. Severability. If any provision of this Addendum is held to be invalid or not enforceable by a court of competent jurisdiction, then such provision will be deemed severed from this Addendum, and such invalidity or unenforceability won't affect any other provision of this Addendum, all of which will remain a part of this Addendum and have their intended full force and effect; provided, however, that if any such invalid or unenforceable provision can be modified so as to be valid and enforceable as a matter of law,

then such provision won't be deemed severed from this Addendum and instead will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

11. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR NFT SERVICES AND NFT PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT RELATING TO OUR NFT SERVICES AND NFT PLATFORMS. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM THAT OUR NFT SERVICES OR NFT PLATFORMS WILL BE AVAILABLE, ACCURATE, SECURE, USEFUL, UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WITH OUR NFT SERVICES OR NFT PLATFORMS CAN OR WILL BE CORRECTED, OR THAT THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DON'T PROVIDE ANY UPTIME GUARANTEES, AND WE MAY DISCONTINUE MAKING OUR NFT SERVICES OR NFT PLATFORMS AVAILABLE TO YOU AT ANY TIME AT OUR SOLE DISCRETION.

12. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS WILL BE LIABLE WITH RESPECT TO ANY CLAIM RELATED IN ANY WAY TO THESE TERMS, OUR NFT SERVICES OR OUR NFT PLATFORMS FOR (1) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA AND (2) TO THE EXTENT NOT ALREADY EXCLUDED, ANY AMOUNTS EXCEEDING \$100 UNITED STATES DOLLARS.

13. Indemnification

You agree to defend, indemnify, and hold harmless us and our officers, directors, members, employees, and agents, from any claim, demand, action, damage, loss, cost, or expense (including reasonable attorneys' fees) relating to (1) your use of our NFT Services or NFT Platforms, (2) your violation of these Terms, (3) your infringement, misappropriation, or violation of the rights of any other person or entity, and (4) any content, materials, or information (in any form or medium) that you submit, post, upload, provide, contribute, or make available (or authorize or instruct us to do so) through the NFT Services or NFT Platforms. If you're obligated to indemnify us, we have the right to control any action if we want and you cannot settle any action without our consent, unless the settlement is only for money damages which you entirely pay.

Annex F

AED Annex

This Annex F (“**AED Annex**”) applies to you in your capacity as a client of Payward MENA Holdings Limited (“Payward MENA”) with an account denominated in United Arab Emirates Dirham (AED) (a “**Kraken AED Account**”). This AED Annex incorporates by reference and supplements the Kraken.com Terms of Service (including all applicable Annexes thereto, “**Terms**”), and provides additional terms between you and Payward MENA with respect to AED Services (defined below). For clarity, Payward MENA is our affiliate and is deemed included in the terms “we”, “us”, “our”, “Kraken” or “Payward”. You acknowledge and agree that, except as expressly modified by this AED Annex, the Terms remain entirely binding and applicable to you and your use of the services. Capitalized terms used but not defined herein will have the meanings given to them in the Terms. In the event of a conflict between the main body of the Terms and this AED Annex, the terms of this AED Annex will control.

1. General

- (a) Payward MENA has an address at Floor 7, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE. Its ultimate holding company is Payward, Inc., with an address at 100 Pine Street, Suite 1250, PMB B297, San Francisco, CA 94111, USA.
- (b) Payward MENA is licensed by the Abu Dhabi Global Market (“**ADGM**”) Financial Services Regulatory Authority (“**FSRA**”) to operate a “Multilateral Trading Facility” (“**MTF**”) and for providing custody in relation to Digital Assets in or from the ADGM.
- (c) This AED Annex, together with the terms, are between you and Payward MENA. They constitute a “Client Agreement” for the purposes of the FSRA Rules.
- (d) In using the AED Services, you agree that you will comply with Payward MENA’s market rulebook, available [here](#).
- (e) For the purpose of clause 7(g) of this AED Annex, the only AED transactions taking place in the UAE are transfers of AED funds by you to credit a Kraken AED Account, and the transfer of AED funds out of your Kraken AED Account to your bank account in the UAE. All other transactions involving Payward MENA take place in the ADGM, and your Kraken AED Account is operated in the ADGM.

2. Services, AED Services and Restrictions. Not all services, or Digital Assets may be available to you when you choose to transact in AED. Payward MENA may make available to you some or all of the below listed services (collectively, the “**AED Services**”):

- (a) Trading in Digital Assets via the MTF operated by Payward MENAs: This AED Service allows you to use your Kraken AED Account to trade Digital Assets. The list of Digital Assets which you may trade on the MTF is updated from time to time and can be found on our website;
- (b) Custody of your Digital Assets: This AED Service consists of Payward MENA, whether directly or through third-parties, safeguarding, storing, holding or maintaining custody of Digital Assets on your behalf; and
- (c) Other services: Any other additional or ancillary services or functionalities to the above AED Services, as Payward MENA is permitted to do so under its FSRA license and Applicable Laws and Regulations, as Payward MENA may notify you from time to time.

3. Payward MENA disclosures

- (a) If you are eligible, you may be entitled to receive services from entity(ies) other than Payward MENA. Such entity(ies) may not be regulated by the ADGM, and/or may not be regulated at all.
- (b) Changes in ADGM regulation (or any other applicable regulator) may adversely affect the use, transfer, exchange, and value of your Digital Asset(s).

4. Complaint handling procedures

- (a) Any complaint in relation to any aspect of your relationship with us should be addressed to us [in accordance with our communications page](#) or by contacting such other email address or contact details as we notify to you from time to time.
- (b) We'll make every reasonable effort to resolve your complaint within a reasonable period of time and in any event in no longer than sixty (60) calendar days from the time we receive your complaint, depending on the complexity and seriousness of your complaint and in accordance with our Complaints Policy published on our website.
- (c) If you are not satisfied with our handling of a complaint or its outcome, you can contact the FSRA in one or more of the following ways:
 - i. By email to: fsra.Complaints@adgm.com
 - ii. Write to FSRA at the following address: Financial Services Regulatory Authority, Abu Dhabi Global Market PO Box 111999, Abu Dhabi, United Arab Emirates.
 - iii. Deliver the complaint at: Financial Services Regulatory Authority, Abu Dhabi Global Market Square, Al Maryah Island Abu Dhabi, United Arab Emirates.

5. Eligibility for a Kraken AED Account.

- (c) Your use of the AED Services is subject to the laws, regulations, and rules of any governmental or regulatory authority that apply to Payward MENA, and those which might apply to you in your country of residence or where you normally reside or are domiciled, as enacted, replaced or amended from time to time (the “**Applicable Laws and Regulations**”). The Applicable Laws and Regulations in relation to Payward MENA include without limitation:
 - i. The laws and regulations in force in the ADGM, including but not limited to those in relation to the protection of personal data and the FSRA Rules; and
 - ii. The federal and emirate-level laws and regulations in force in the United Arab Emirates, to the extent applicable, including without limitation the relevant UAE legislation and implementing regulations on Financial Crime and confidentiality.
- (b) Payward MENA can accept you as a client only after you satisfactorily clear all of the verifications that it's required to undertake in accordance with the Applicable Laws and Regulations, including for the prevention of Financial Crime, and after you have provided any information it requires to open your account. Therefore, you understand and agree that, regardless of whether you are a pre-existing Kraken client, Payward MENA will onboard you as a client only after it's satisfied that you meet its eligibility and other onboarding requirements (as may be updated and communicated to you from

time to time), including (without limitation) that you (i) have the capacity to enter into binding agreements under the Applicable Laws and Regulations (ii) have had the opportunity to seek legal, accounting, taxation, or other professional advice regarding investing in Digital Assets or this AED Annex; (iii) have the technical competence to use the AED Services.

6. Additional Risks

In addition to any previously disclosed risks in the Terms, you understand that:

- (a) Digital Assets are not legal tender or backed by a government;
- (b) There is no established procedure for establishing the value of Digital Assets. The methodology for valuing virtual assets is nascent, and there may be disagreement amongst investors, some of whom may argue that Digital Assets have no value. You should ensure that you fully understand the characteristics of any particular Digital Asset before investing;
- (c) The value of any given Digital Asset may be unpredictable. Relative to Fiat Currency the value of any Digital Asset may be uncertain and subject to volatility. You should be prepared for prices to fluctuate up to 10% per day, or more;
- (d) Trading in Digital Assets may be susceptible to irrational market forces, and it may not always be clear why the market is moving in a particular direction;
- (e) The character of Digital Assets is such that it may lead to an increased risk of financial crime;
- (f) Given the character of Digital Assets there may be an increased risk of cyberattack, and in the event of a cyberattack you may not be able to access your Digital Assets and/or the value of those Digital Assets may be diminished;
- (g) There may be limited or no means for the recovery of lost or stolen Digital Assets. If you send your Digital Assets to an incorrect wallet address, it may be impossible for you to recover those Digital Assets;
- (h) Digital Assets may be transacted by means of new technologies, (including for example distributed ledger technologies ('DLT')) and may in the future include technologies not known to exist today. Such new novel technologies may adversely affect Digital Assets, and may result in such things as anonymity of ownership, irreversibility of transactions, accidental transactions, and concerns regarding transaction recording, and settlement;
- (i) Even though a party may accept a Digital Asset as payment today, it's possible that the same party or any other party may not accept a Digital Asset as payment in the future. For example, some merchants that accept certain Digital Assets today (such as Bitcoin and Ether) may not accept them in the future; and
- (j) You may not have access to or use of your Digital Assets or Fiat Balances due to technological difficulties affecting our services and Platforms, the actions or inactions of third parties that provide services to Us, and other factors outside Our control.

7. Governing Law and Jurisdiction

- (a) This AED Annex (including any non-contractual obligations arising out of or in connection with it) and all of your other rights and obligations arising therefrom will be governed by the laws of the Abu Dhabi Global Market.

(b) In the event that a dispute, controversy, difference or claim arises between us out of or in connection with this AED Annex (a “**Dispute**”), both parties agree to enter into good faith negotiations in order to settle the Dispute by either party serving a notice briefly outlining the nature of the Dispute (a Dispute Notice) to the other party.

(c) In the event the Dispute isn't resolved within sixty (60) calendar days of the date of the sending of a Dispute Notice, either party may commence proceedings in the courts of Abu Dhabi Global Market which will, subject to 6(d) below, have exclusive jurisdiction for any Disputes arising out of and/or in connection with these Terms.

(d) Nothing in this Section 6 will prevent us from bringing proceedings relating to a Dispute with you in any jurisdiction outside the ADGM against you before the courts of the country in which you may be, or have been, registered, incorporated, resident, domiciled or where you hold assets. This clause is for our sole and exclusive benefit.

(e) You irrevocably agree to waive, to the fullest extent permitted under the relevant Applicable Laws and Regulations:

i. Any objection which you may have at any time to the bringing by us of any proceeding in any court and agree not to claim that such proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over you; and

ii. Any immunity on the grounds of sovereignty or other similar grounds, and the right to claim any such immunity in respect of any proceedings.

(f) You understand and agree that:

i. You may not margin trade;

ii. You may not short-sell;

iii. You may only trade in ADGM Approved Digital Assets;

iv. We are not acting as your agent or principal;

v. Payward MENA isn't offering OTC brokerage desk; and

vi. we won't execute your orders against proprietary capital.

(g) Notwithstanding clauses 7(a) and (b) above, if you are a natural person or sole proprietorship under the laws of the United Arab Emirates (“**UAE Law**”), AED transactions taking place in the UAE will be governed by UAE Law and any dispute in relation to such a transaction will be governed by UAE Law and may be referred to the jurisdiction of the on-shore UAE courts.

Annex G

PIL Services Annex

This Annex G (this “Annex G”) governs the PIL Services (as defined herein) offered by Payward Ireland Limited (“PIL”) relating to your Kraken e-money account (the “Kraken E-money Wallet”). This Annex G incorporates by reference and supplements the Terms. You acknowledge and agree that, except as expressly modified by this Annex G, the Terms remain entirely binding and applicable to the PIL Services. Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the main body of the Terms and this Annex G with respect to the PIL Services, the terms of this Annex G will control.

In reviewing these terms you will see that some text is colored in bold blue ink. These sections highlight the provisions which do not relate to prudentially regulated services and in particular they do not relate to regulated e-money services. For the avoidance of doubt, such services will not be provided by PIL.

1. General

- a. PIL is incorporated in Ireland (with company registration number 688569 and is authorised by the Central Bank of Ireland as an electronic money institution under the European Communities (Electronic Money) Regulations 2011. PIL’s Central Bank of Ireland register number is C453020.
- b. Electronic money accounts are not bank accounts. By accepting these Terms you acknowledge that the Irish Deposit Guarantee Scheme (IDGS) does not apply to your Kraken E-money Wallet Account, or any other Kraken account. In the unlikely event that we become insolvent, you may lose the electronic money held in your Kraken E-money Wallet Account. However, the European Electronic Money Directive 2009/110/EC and Irish national legislation apply to PIL and these laws are designed to ensure the safety and liquidity of funds deposited in electronic money accounts.
- c. PIL offers the following services (collectively, the “PIL Services”), subject to the terms of this Annex G:
 - i. The opening and closing of your Kraken E-money Wallet;
 - ii. The issuance of e-money to your Kraken E-money Wallet when you make a corresponding deposit of Legal Tender by methods we permit (e.g.bank transfer); and
 - iii. An issuance or redemption of e-money when you: elect to make a purchase or sale of Digital Assets with Kraken; and / or when you receive or transmit e-money to or from another Kraken client;
 - iv. The redemption of the electronic money in your Kraken E-money Wallet for a corresponding amount of Legal Tender and the ability to transfer that Legal Tender to a bank account by way of a credit transfer.
- d. ***ADDITIONAL TERMS APPLY FOR SERVICES OTHER THAN THE PIL SERVICES, AND THAT ARE OFFERED BY ENTITIES WHO, UNLIKE PIL, ARE NOT AUTHORISED AS E-MONEY***

INSTITUTIONS. FOR EXAMPLE, ANY DIGITAL ASSET WALLET AND ASSOCIATED VIRTUAL ASSET TRADING SERVICES WILL ONLY EVER BE PROVIDED BY PESL (OR ANOTHER PAYWARD AFFILIATE). NEITHER PESL NOR SUCH AFFILIATES ARE AUTHORISED E-MONEY INSTITUTIONS AND AS A RESULT THEY ARE NOT PRUDENTIALLY REGULATED BY THE CENTRAL BANK OF IRELAND. CLIENTS ENGAGING IN THE DIGITAL ASSET WALLET AND RELATED VIRTUAL ASSET SERVICES OFFERED BY PESL OR AFFILIATES DO NOT HAVE THE SAME PROTECTIONS AND SAFEGUARDS AVAILABLE TO THEM AS WHEN THEY ARE ACCESSING E-MONEY SERVICES AND ARE EXPOSED TO A NUMBER OF OTHER RISKS.

2. Depositing and Withdrawing Legal Tender to the Kraken E-money Wallet.

- a. If you (i) reside in an eligible country within the EEA and (ii) you wish to expand to include e-money services, then you hereby instruct PIL to create an Kraken E-money Wallet for your Kraken Account. Your Kraken E-money Wallet is an electronic money account offered by PIL which enables you to utilize the PIL Services. In turn the PIL Services will enable you to make full use of the Kraken Account and avail yourself of other Services provided by Kraken, including PESL.
- b. Whenever you (i) instruct your bank or payment service provider to deposit Legal Tender in a client account maintained by PIL for safeguarding purposes or any other acceptable funding method that may be offered from time to time, PIL will issue electronic money in your Kraken E-money Wallet once such funds have been cleared and received by PIL's banking partners.
- c. Subject to the provisions of Section 1 of the main body of the Terms, you may have more than one Kraken E-money Wallet, each corresponding to a different currency that we make available from time to time via the PIL Services. The electronic money held on your Kraken E-money Wallet does not expire but it will not earn any interest.
- d. You can request a redemption of all or part of the e-money held in your Kraken E-money Wallet on demand at par value at any time during the term of this Annex G by selecting the relevant option in the Kraken E-Money Wallet and following the instructions. The e-money will be redeemed into Legal Tender by PIL and the proceeds transferred to the bank account you have registered with us during account setup or any other bank account that has subsequently been approved by Kraken. If this Annex G is terminated, we will automatically redeem any e-money remaining in your Kraken E-Money Wallet to which you are entitled and attempt to transfer funds to the bank account you have registered with us or redeem any e-money remaining in your Kraken E-Money Wallet and transfer balances to another Kraken entity capable of providing e-money services.
- e. Prior to redeeming E-Money from your Kraken E-Money Wallet, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, and as required by applicable law. This may mean you are prevented or delayed from withdrawing e-money from your Kraken E-Money Wallet until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

a - e above is subject to you completing all appropriate 'know your customer' checks in accordance with Irish law including any customer risk assessment requirements ("KYC"). PIL will outsource KYC responsibility to Payward, Inc. who will collect KYC from customers on behalf of PIL whenever EEA customers seek to open an E-Money Wallet (as described above). For customer ease Payward, Inc. will collect KYC from customers on behalf of PIL if customers first seek to do business directly with PESL (or another Kraken virtual asset service provider) initially before engaging directly with PIL. See our [Privacy Notice](#) for information on how we process your personal data.

3. Trade Requests

- a. When you wish to purchase or sell Digital Assets (or any other instruments or service offered by or through PESL or another Kraken virtual asset service provider), with or in exchange for the electronic money held in your Kraken E-money Wallet, or to sell, you must submit a trade request to PESL (or another Kraken virtual asset service provider) via the Kraken Account. Your trade request must include all information required by PESL (or another Kraken virtual asset service provider) and PIL. Please take great care to properly type the exact parameters of your trade request. In submitting your trade request to PESL (or another Kraken virtual asset service provider) via the Kraken Account, you will be authorising PIL to make a transfer of e-money on your behalf to PESL (or another Kraken virtual asset service provider).
- b. If PESL (or another Kraken virtual asset service provider) receives instructions from you to purchase Digital Assets using e-money held in your Kraken E-Money Wallet, or to send Legal Tender on a non-business day or after 4:30 pm (Dublin time) on a business day, PIL may treat those instructions as if they were received by PIL on the following business day. You cannot withdraw your consent to that transaction unless the transaction is not due to occur until an agreed date in the future. To cancel a future transaction relating to your Kraken E-Money Wallet, follow the instructions on the Kraken Account (or other applicable instructions found on our website).
- c. If a payment to load funds into your Kraken E-Money Wallet is not successful, you authorize us, in our sole discretion, either to cancel any related purchase of Digital Assets from PESL (or another Kraken virtual asset service provider) or to debit your other payment methods, in any amount necessary to complete the purchase of Digital Assets in question. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, or similar fees charged by your payment provider.
- d. Where an individual trade request for the purchase of Digital Assets (or any other instruments or service offered by PESL) is initiated by you, once we have received it from PESL (or another Kraken virtual asset service provider), we shall provide explicit information on the following:
 - i. the maximum execution time;
 - ii. the charges payable by you as set forth on the funding page; and
 - iii. where applicable, a breakdown of the amounts of any charges.

- e. After the amount of a trade request is debited from your account and sent to PESL (or another Kraken virtual asset service provider) on your behalf, we shall provide you, without undue delay, with all of the following information:
- i. a reference enabling you to identify each payment transaction and, where appropriate, information relating to the payee;
 - ii. the amount of the payment transaction in the currency in which your e-money is debited or in the currency used for the payment order;
 - iii. the amount of any charges for the payment transaction and, where applicable, a breakdown of the amounts of such charges;
 - iv. where applicable, the exchange rate used in the payment transaction by us, and the amount of the payment transaction after that currency conversion; and
 - v. the debit value date or the date of receipt of the payment order.

You may also request a copy or statement of the above information in this section 3(e) from us at any time.

4. Closing your Kraken E-money Wallet

- a. You may close your Kraken E-money Wallet at no cost at any time by contacting Kraken support <https://support.kraken.com>. However, you may be required to provide identification documents before being able to withdraw funds.
- b. Where Fees are levied on the use of your Kraken E-money Wallet and your Kraken E-money Wallet is closed, said charges will be payable by you proportionally up to the termination of your Kraken E-money Wallet. Transactions and fees for transactions undertaken before you close your Kraken E-money Wallet (including those transactions that are not revocable and have been initiated but not completed before closure of your Kraken E-money Wallet) will not be refunded.

5. Charges

- a. Any fees relating to the PIL Services may be found [to follow] (such page, the "PIL Fee Schedule," and such fees, the "Fees"). You may print or download and keep a copy of the PIL Fee Schedule (as defined in Section 6 of the main body of the Terms). The "PIL Fee Schedule" section forms part of these Terms. Fees are subject to change in accordance with the terms of these Terms.
- b. PIL fees are either expressed as a percentage of the transaction or as a fixed amount in EUR. Where fixed fee amounts are displayed in a currency other than EUR, this is for information purposes only. If fees are deducted from a balance or a transaction denominated in a different currency, the EUR fee amount will be converted into an equivalent fee in that other currency based on the Kraken E-money Wallet wholesale exchange rates applicable at the time and (as displayed on the "Fees" section of our website under the "Currency Conversion Fees") and then deducted. We will not apply a foreign exchange fee on currency conversions of fees.

- c. Fees payable by you will be deducted from your Kraken E-money Wallet balance. Transaction fees will be charged when the transaction is executed. Reversal or chargeback fees will be deducted when incurred.

6. Suspicious Activity

In the event that you suspect or know of any instances of fraud or any security threats, in each case, relating to your Kraken E-money Wallet, you agree to contact us immediately via the Kraken support.

7. Liability

- a. If PIL transmits a payment from your Kraken E-money Wallet (i) on the basis of a trade request transmitted by a person or entity unauthorized by you, or (ii) other than as stated in your trade request, (collectively referred to as an “Unauthorised Payment”) or (iii) due to an error by PIL, then notwithstanding anything to the contrary in Section 12 of the main body of the Terms PIL shall, no later than the end of the next business day after becoming aware of the Unauthorised Payment, refund the payment amount including all fees deducted therefrom.
- b. The provisions of Section 7(a) shall not apply:
 - i. if you fail to notify PIL without undue delay of any loss of your password or other event that could reasonably be expected to have compromised the security of your Kraken E-money Wallet after you have gained knowledge of such event, in which case you shall remain liable for losses incurred until you notify PIL; or
 - ii. if the transaction was unauthorised but you have acted fraudulently or compromised the security of your Kraken E-money Wallet with intent or gross negligence, in which case you shall be solely liable for all losses.
- c. Notwithstanding anything to the contrary in Section 7(a), where the Unauthorised Payment arises from your failure to keep the personalised security features of your Kraken E-money Wallet safe in accordance with Section 1 of the main body of the Terms, you shall remain liable for the first EUR 50 (or equivalent in the currency of your Kraken E-money Wallet).
- d. Generally, you will not be liable for losses incurred after you have notified us of the Unauthorised Payment on your Kraken E-Money Wallet. However, if you wish to dispute any Unauthorised Payment or any other incorrectly executed transaction on your Kraken E-Money Wallet you must notify the Kraken support within 13 months of the date of the first affected transaction. Please note that you will be entitled to a refund in respect of executed authorized payment transactions where: (a) the authorization did not specify the exact amount of the payment transaction when the authorization was made; and (b) the amount of the payment transaction exceeded what could reasonably have been expected taking into account the previous spending pattern, the conditions in the contract and any other relevant circumstances.
- e. Without prejudice to the foregoing, you are asked to check the transactions history of your Kraken E-money Wallet regularly and frequently and to contact the Kraken support immediately in case you have any questions or concerns.

- f. Where there is a dispute between us and you regarding whether or not a transaction is an Unauthorised Payment, we may (but are not obliged to) temporarily credit your Kraken E-money Wallet whilst we settle the dispute. Where we determine that the transaction was authorised, we may reverse that credit and correct errors made in any statement of E-Money Wallet without prior notice to you, although please note that during this period your Kraken E-money Wallet may be temporarily locked to avoid further Unauthorised Payment. You will also be liable to us (as a debt) for any E-Money you have transferred which was temporarily credited to your Kraken E-Money Wallet.
- g. For any and all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim to legal@kraken.com. You and we each agree to negotiate your claim in good faith. You agree that you may not commence any proceedings relating to such claim unless you have exhausted the complaint resolution process set out in this Section 7. If we are unable to resolve your claim at the end of the dispute resolution process and despite those good faith efforts, then either you or we may initiate proceedings as permitted by these Terms.
- h. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting the Kraken support. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query.
- i. We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined by the European Union (Payment Services) Regulations 2018 and at the latest within 15 business days. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you requesting further information on the complaint. In any event, we will send a final reply to you, addressing all points raised in your complaint, at the latest within 35 business days of receipt of the complaint.
- j. If your complaint is not resolved to your satisfaction, you may then be able to take unresolved complaints to the Financial Services and Pensions Ombudsman (FSPO). You can find further information about the FSPO and the types of eligible complaints the FSPO will consider using the following details: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland (Telephone: +353 1 567 7000, Email: info@fspo.ie; Website: <https://www.fspo.ie/>).

8. Changes to this Annex G

- a. We may change this Annex G from time to time. Notwithstanding anything to the contrary in the Terms, these changes will be implemented with prior notice from us under the procedure set forth in this Section 8.
- b. We shall give notice to you of any proposed change by sending an email to the primary email address registered with your Kraken E-money Wallet.
- c. The proposed change shall come into effect two (2) months after the date the change notice is deemed received under Section 9(a), unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make this Annex G more favorable to you shall come into effect immediately if so stated in the change notice.

- d. If you object to the changes prior to their effective date, they will not apply to you. However, any such objection shall constitute a notice by you to terminate and close your Kraken E-money Wallet with effect at any time before the date when the changes would have applied had you not rejected the changes. Your Kraken E-money Wallet will be closed free of charge in accordance with the terms of this Annex G and all e-money held in your account will be redeemed in the manner described in Section 2(d)-(e) above.

9. How We Communicate

- a. We usually contact you via email. For this purpose you must at all times maintain at least one valid email address in your Kraken E-money Wallet profile. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website. Any communication or notice sent by email will be deemed received by you on the same day if it is received in your email inbox before 4.30 pm on a Business Day. If it is received in your email inbox after 4:30pm on a Business Day or at any other time, it will be deemed received on the next Business Day. As used in this Annex G a ““Business Day” means any day other than a Saturday or a Sunday or a public holiday in Ireland.
- b. We will communicate to you in English and will always accept communications made to us in English. For non-standard communication, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.
- c. Where legislation requires us to provide information to you on a durable medium, we will either send you an email (with or without attachment) or send you a notification pointing you to information on our website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. We recommend you keep copies of all communications we send or make available to you.

10. Miscellaneous

- a. You agree to provide us with the information we request (which we may request at any time deemed necessary) for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to start using the Kraken E-Money Wallet and the limits that apply to your use of the Kraken E-Money Wallet may be altered as a result of information collected on an ongoing basis.
- b. This Annex G between you and us will remain in force indefinitely unless terminated by either you or us in accordance with the Terms.
- c. This Annex G is governed by Irish law and any dispute under this Annex G or otherwise in connection with your Kraken E-Money Wallet or the PIL Services shall be brought exclusively in the courts of Ireland.