

**AMDCAPITALLC
GERMANY GMBH TERMS
AND CONDITIONS**

FOR HOSTED DIGITAL ASSETS WALLET SERVICE

LAST UPDATED: 30 NOVEMBER, 2020

Please read carefully these terms and conditions that follow and any other terms of use (the “**Terms**”), which are published on our website under the Legal & Regulation page, as they form a contract between you and **amdcapitalllc Germany GmbH**, a company incorporated in Germany with registered number HRB 253202 (“**amdcapitalllc**”, “**we**”, “**our**” or “**us**”) offering the Services (as this term is defined below) under the brand name “**amdcapitalllc**”. These Terms govern your access and use of our Services. These Terms refer to the individual or entity using the Services (including any component of the Services) as “**you**” or “**your**.”

By accepting these Terms electronically (for example, by clicking “**I Agree**” or a similarly worded button), accessing or using the Services, registering for an account with us, executing these Terms, or accepting an order that references these Terms, you are accepting and agreeing to these Terms and the policies and guidelines referenced in these Terms. If there is anything in the Terms which you do not understand or with which you do not agree, then you may not use the Services.

We may supply different or additional terms in relation to some of our Services, and those different or additional terms become part of your agreement with us if you use those services. If there is a conflict between these Terms and the additional terms, the additional terms will govern and control with respect to the Services as to which such different or additional terms pertain.

We will notify you of amendments to these Terms by posting the revised terms on our website and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage/application or sending you a notification). Unless we say otherwise in our notice, the updated Terms will be effective immediately, and your continued use of any of the Services following their publication on our site will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

BY ENTERING INTO THESE TERMS, IF YOU ARE A CUSTOMER OF ANY OF AMDCAPITALLC GROUP LTD. SUBSIDIARIES (SUCH AS AMDCAPITALLC (EUROPE) LIMITED (“AMDCAPITALLC EUROPE”) OR AMDCAPITALLC (UK) LIMITED (“AMDCAPITALLC UK”) OR AMDCAPITALLC AUS CAPITAL PTY LTD (“AMDCAPITALLC AUS”) OR ANY OTHER AMDCAPITALLC SUBSIDIARY (“AMDCAPITALLC’S SUBSIDIARIES”)) YOU ARE CONSENTING THAT THE APPLICABLE AMDCAPITALLC’S SUBSIDIARY SHALL TRANSMIT TO AMDCAPITALLC ANY DATA INCLUDING YOUR PERSONAL DATA (AS THIS TERM IS DEFINED IN THESE TERMS) AND DOCUMENTS PROVIDED BY YOU TO ANY OF THE APPLICABLE AMDCAPITALLC’S SUBSIDIARY. SUCH TRANSMISSION OF DATA IS REQUIRED IN ORDER TO FACILITATE AND SIMPLIFY YOUR REGISTRATION WITH AMDCAPITALLC AND YOUR VERIFICATION.

IMPORTANT NOTE - WE MAY RESTRICT THE SERVICES AND/OR ANY OF ITS ASPECTS TO ANY JURISDICTION AS WE SEE FIT OR NECESSARY AT OUR SOLE DISCRETION, AND WE MAY ADVISE OF THESE RESTRICTIONS ON OUR WEBSITE AS THEY OCCUR. YOU AGREE THAT YOUR SERVICES MAY BE SUSPENDED OR TERMINATED AS A RESULT OF ANY SUCH RESTRICTIONS. YOU MAY NOT USE THE SERVICES IF YOU ARE LOCATED IN, OR A CITIZEN OR RESIDENT OF ANY STATE, COUNTRY, TERRITORY OR OTHER JURISDICTION, INCLUDING THE UNITED STATES, THAT FORBIDS YOUR ENGAGEMENT WITH US OR YOUR USE OF THE SERVICES OR WHERE YOUR USE OF THE SERVICES WOULD BE ILLEGAL OR OTHERWISE VIOLATE ANY APPLICABLE LAW OR REGULATION. MOREOVER, IF YOU ARE TRAVELLING TO ANY COUNTRY IN WHICH OUR SERVICES MAY NOT BE AVAILABLE OR ARE BLOCKED, YOU MAY HAVE LIMITED OR NO ACCESS TO OUR SERVICES. WE DO NOT REPRESENT, WARRANT, CLAIM OR GUARANTEE THAT OUR SERVICES WILL BE UNINTERRUPTED AND ERROR-FREE AT ALL TIMES.

BY USING THE SERVICES, YOU ARE VOLUNTARILY CHOOSING TO ENGAGE IN SOPHISTICATED FINANCIAL TRANSACTIONS WHICH ARE ASSOCIATED WITH A SIGNIFICANT RISK OF FINANCIAL LOSS AND ARE THEREFORE NOT APPROPRIATE FOR EVERYONE. SUCH RISKS ARE DETAILED IN THESE TERMS AND THEY INCLUDE, BUT ARE NOT LIMITED TO, RISKS OF FINANCIAL LOSS, INTERNET AND COMPUTERS TRANSMISSION RISKS, BLOCKCHAIN RISKS AND SECURITY RISKS. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER THE SERVICES ARE SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION AND KNOWLEDGE. YOU SHOULD ENSURE YOU FULLY UNDERSTAND SUCH RISKS BEFORE ENTERING INTO THESE TERMS WITH US. YOU ACKNOWLEDGE THAT YOU ARE AWARE THAT PRICES OF DIGITAL ASSETS CAN AND DO FLUCTUATE SIGNIFICANTLY ON AND DURING ANY GIVEN DAY. DUE TO SUCH PRICE FLUCTUATIONS, YOU MAY INCREASE OR LOSE VALUE IN YOUR ASSETS AT ANY GIVEN MOMENT AND MAY RESULT IN LOSS OF ALL THE CAPITAL INVESTED.

DIGITAL ASSETS TRADING ALSO HAS SPECIAL RISKS NOT GENERALLY SHARED WITH OFFICIAL CURRENCIES OR GOODS OR COMMODITIES IN A MARKET. UNLIKE MOST CURRENCIES, WHICH ARE BACKED BY GOVERNMENTS OR OTHER LEGAL ENTITIES, OR BY COMMODITIES SUCH AS GOLD OR SILVER, DIGITAL ASSETS ARE UNIQUE KIND OF CURRENCIES, BACKED BY TECHNOLOGY AND TRUST. THERE IS NO CENTRAL BANK THAT CAN TAKE CORRECTIVE MEASURES TO PROTECT THE VALUE OF DIGITAL ASSETS IN A CRISIS OR ISSUE MORE CURRENCY.

BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT AMDCAPITALLC IS NOT RESPONSIBLE FOR THE AFOREMENTIONED RISKS, AND YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN DECIDING TO USE AMDCAPITALLC SERVICES.

You should print or save a copy of these Terms for your references.

1. THE SERVICES

1.1. General. Your amdcapitalllc Account encompasses the following services (the “**Services**”):

1.1.1. **Hosted Digital Asset Wallet Services**. Access to one or more hosted Digital Assets wallets that allow users to store in custody, track, transfer and receive certain Supported Digital Assets (as defined below) (the “**Hosted Wallet**”).

Custody services for the cryptoassets (*Kryptoverwahrgeschäft*) provided to you are regulated by the Federal Financial Supervisory Authority (“**BaFin**”) and are subject to the German Banking Act (*Kreditwesengesetz*), as implemented by the Amending Directive on the Fourth EU Anti-Money Laundering Directive (*Gesetz zur Umsetzung der Änderungsrichtlinie zur Vierten EU-Geldwäscherichtlinie*).

1.2. Definitions.

1.2.1. “**Account**” means your account with amdcapitalllc Germany for using the Services as defined under these Terms, as will be available from time to time.

1.2.2. “**Cryptocurrency**” (or, “**cryptoassets**” (*Kryptoverwahrgeschäft*)) means a type of decentralized digital currency which is not issued by any central bank or issuer in which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units.

1.2.3. “**Tokenized Asset**” means a type of virtual asset representing a value connected to a selected fiat currency and/or commodity and/or any other financial instrument. For more details and risks associated with respect to Tokenized Assets, see Section 7 of these Terms.

1.2.4. “**Digital Assets**” means Cryptocurrencies, Tokenized Assets and other digital rights or assets which may be available on our platform from time to time.

1.2.5. “**Supported Digital Assets**” means those Digital Assets that amdcapitalllc, in its sole discretion, decides to support for each of the Services, as shall be available from time to time in our platform. It is hereby clarified that different types of Supported Digital Assets may be available for certain types of the Services but not for others. In addition, the Supported Digital Assets that amdcapitalllc supports may change from time to time (including ceasing to support certain Digital Assets with respect to the certain types of Services) according to amdcapitalllc’s sole discretion, as shall be updated in your Account or reflected on our platform. You will have 5 business days as of our notification of such change to withdraw any Digital Assets which we cease to support. amdcapitalllc does not accept any liability or responsibility for any losses resulting from such an update.

Under no circumstances should you attempt to use your Account to store, send, request, or receive digital currencies in any form that are not supported by amdcapitalllc. amdcapitalllc assumes no responsibility or liability in connection with any attempt to use amdcapitalllc Services for Digital Assets that amdcapitalllc does not support.

2. CREATING YOUR AMDCAPITALLC ACCOUNT

amdcapitalllc is committed to maintain safe and reputable services which comply with AML, KYC and any other similar regulations applicable to us. Therefore, in order to create and maintain an Account, you will be required to provide us with certain information and identification documentation and comply with certain eligibility factors, as follows:

2.1. Eligibility.

2.1.1. It is a pre-condition that our Services can be only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why you would not be able to enter a legally binding agreement with us, for whatever reason - do not use our Services. Such reasons could include, but are not limited to persons that have not yet reached a legal age of consent in a relevant jurisdiction. You must be at least 18 years old, or such higher age as required by applicable law, to register for an Account.

2.1.2. Without limiting the foregoing, by using our Services you acknowledge and understand that laws regarding Digital Assets, where such exists, vary throughout the world, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency with regards to the use of our Services. For avoidance of doubt, the ability to access our Services does not necessarily mean that our Services, or your

activities through it, are legal under the laws, regulations or directives relevant to your country of residency. Our websites or mobile application and any other online or offline material do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

- 2.1.3. By registering an Account, you expressly represent and warrant that you: (i) follow the rules and laws in your jurisdiction of residence and/or jurisdiction from which you access the Services; (ii) are of sound mind capable of taking responsibility for your own actions.; (iii) will comply at all times with these Terms and will not take any action which is in breach of any of your undertakings provided herein.
- 2.1.4. amdcapitalllc may, in its sole discretion, limit the number of amdcapitalllc's Accounts that you may hold, maintain or acquire.

2.2. Identification.

- 2.2.1. It is your duty to provide amdcapitalllc and its affiliates with accurate, current, and complete information about yourself as prompted by the registration process or as amdcapitalllc may from time to time request and keep such information updated. You authorize amdcapitalllc to make such inquiries that it considers necessary to validate your identity and you agree that amdcapitalllc may do so using third-party service providers. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.
- 2.2.2. If you do not provide the information within the required time frame, or provide inaccurate, incomplete or otherwise misleading information, we reserve the right to limit, block access to the Services and terminate your amdcapitalllc Account or assign your account to one of amdcapitalllc's affiliates.
- 2.2.3. amdcapitalllc will have no liability or responsibility for any permanent or temporary inability to access or use any Services, including your inability to withdraw Supported Digital Assets, as a result of any non-compliance with any identity verification or other screening procedures we may impose from time to time.
- 2.2.4. We will confirm and verify the identity of each person who registers on our system and opens an Account with us. Therefore, you will be prompted to provide us with information when you register with us, including: (1) name, (2) address, (3) date of birth, (4) phone number and any other personally identifiable information that we may ask for from time to time such as a copy of your passport, proof of address or other identifying documents or information, and the countries of which you are a tax resident, and confirm whether you are a US citizen or your place of birth is in the US. You shall notify amdcapitalllc in writing within 7 days as of any material change in the validity of, or information previously provided to us.
- 2.2.5. It is your responsibility to provide us with a true, accurate and complete e-mail address and other contact information that we may request, and to keep such information up to date. You understand and agree that if amdcapitalllc sends you an electronic Communication (as defined below) but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, amdcapitalllc will be deemed to have provided the Communication to you. You may update your information by logging into your Account and visiting settings or by contacting our support team at <https://www.amdcapitalllc.com/customer-service>.
- 2.2.6. If you are a customer of any of amdcapitalllc Subsidiaries or if you have registered to amdcapitalllc other services, by entering into these Terms, you are consenting that such amdcapitalllc's Subsidiary may transmit to amdcapitalllc any data relating to you and your Account including your personal data (including your personally identifiable information and your payment details) and documents provided by you to the applicable amdcapitalllc's Subsidiaries (the "**Personal Data**"). Such transmission of data is required in order to facilitate and simplify your registration with amdcapitalllc and your verification.
- 2.2.7. From time to time you may be requested to provide us with certain documents to verify the details of the electronic wallet and other means of payment used by you to wire Supported Digital Assets to and from your Account, or other details provided by you. Subject to such verification, you may or may not be permitted to transfer Supported Digital Assets to and from your Account or use or continued use of the Services.
- 2.2.8. Upon the death or incapacity of an Account owner and if the legal heirs or representatives of such Account owner would like to withdraw the remaining withdrawable balance in the Account (if any), such legal heirs should present to us official legal documents from the applicable authorities in the relevant jurisdiction to our satisfaction, and we, in our sole discretion and upon examination of such documents to our full satisfaction, shall make the decision whether to allow such withdrawal.
- 2.2.9. We will post details of your Account activity on our website or application ("**Account Information**"). Updated Account

Information will be available after any activity takes place on your Account. Posting of Account Information on the

