

## Bridge Trust Terms of Service

Last Updated: May 16, 2023

Welcome, and thank you for your interest in Bridge Trust, Co. and its affiliates (“**Bridge Trust**,” “**we**,” “**us**,” or “**our**”) and our website at [bridgetrust.co](https://bridgetrust.co), along with our related websites, and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and Bridge Trust regarding your use of the Service.

### PLEASE READ THE FOLLOWING TERMS CAREFULLY:

**BY CLICKING “CONTINUE,” SUBMITTING A TRANSACTION (AS DEFINED BELOW), CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICE, YOU: (A) AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU VOLUNTARILY AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY [www.bridgetrust.co/legal/privacy](https://www.bridgetrust.co/legal/privacy) (TOGETHER, THESE “**TERMS**”); AND (B) CONFIRM YOUR CONSENT TO (1) RECEIVE COMMUNICATIONS FROM US ELECTRONICALLY, (2) THE USE OF ELECTRONIC SIGNATURES, AND (3) TRANSACT BUSINESS ELECTRONICALLY. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OURS PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY BRIDGE TRUST AND BY YOU TO BE BOUND BY THESE TERMS.**

**YOU AGREE TO RECEIVE TEXTS/CALLS FROM OR ON BEHALF OF BRIDGE TRUST AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS/CALLS WILL INCLUDE OPERATIONAL CALLS OR MESSAGES ABOUT YOUR USE OF THE SERVICE, AS WELL AS MARKETING CALLS OR MESSAGES. YOU UNDERSTAND AND AGREE THAT THESE TEXTS/CALLS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY USE BY YOU OF OUR SERVICE.**

**ARBITRATION NOTICE.** Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND BRIDGE TRUST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

**E-SIGN DISCLOSURE. BY CLICKING “CONTINUE,” SUBMITTING A TRANSACTION (AS DEFINED BELOW), CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICE, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE E-SIGN DISCLOSURE AT [bridgetrust.co/legal/e-sign-disclosure](https://bridgetrust.co/legal/e-sign-disclosure). Please read our E-SIGN Disclosure to learn more about our electronic communication practices, the use of electronic signatures in connection with these Terms, and how to withdraw your consent and to request paper copies of electronic communications we send to you.**

**ACKNOWLEDGMENT OF RISK.** We do not intend to provide any financial, investment, legal or tax advice, or any other advice of any kind. Although the Service may provide data, information, research, or content provided by third parties or by us relating to Digital Assets (as defined below), you should not interpret any such content as tax, legal, financial, or investment advice or a recommendation to conduct Transactions (as defined below) involving such Digital Assets. Bridge Trust is not registered with the U.S. Securities and Exchange Commission and does not offer or provide securities services in the United States. For the avoidance of doubt, Bridge Trust does not provide investment advice or offer for sale any securities

and no Service provided by us constitutes or should be interpreted as being either investment advice or a recommendation of securities. Purchasing, trading, selling, holding, investing in, or exchanging Digital Assets poses certain risks, including without limitation that the Digital Assets may fluctuate in value. There can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Assets. You should not purchase Digital Assets if you cannot afford to lose the entire amount of your investment. Before purchasing, trading, investing in, exchanging, or selling Digital Assets or otherwise submitting, entering into, or becoming a party to a Transaction, you should (i) conduct your own investigation and analysis, (ii) carefully consider the purchase, investment in, trading, exchange, or sale of Digital Assets and all related charges, expenses, uncertainties and risks, and (iii) consult with your own tax, financial and legal advisors. YOUR USE OF THE SERVICE AND ANY DECISIONS YOU MAKE TO PURCHASE, EXCHANGE, INVEST IN, TRADE, OR SELL DIGITAL ASSETS ARE AT YOUR SOLE RISK. We are not the issuer of any Digital Assets that are purchased, sold, traded, or exchanged through or facilitated by the Service. If the Digital Assets or the issuers thereof are found to not be compliant with applicable law, including without limitation the U.S. federal securities laws, the Digital Assets may decrease in value and potentially lose their value entirely. We will have no responsibility to you for any such events.

**1. Bridge Trust Service Overview.** Bridge Trust provides certain features and functionality that facilitate and enable users of the Service to custody, as well as conduct certain financial transactions involving one or more virtual currencies supported by us that constitute digital representations of value based on (or built on top of) a cryptographic protocol of a computer network (“**Digital Assets**”). For purposes of these Terms, “**Transaction(s)**” refers to any financial transaction involving the custody, purchase, sale, trade, or exchange of Digital Assets or fiat currency by a user of the Service. Bridge Trust holds a digital asset trust license in the state of Nevada and is licensed to provide certain Services for Digital Asset custody and liquidity recognized under Nevada Law on our behalf with respect to your fiat currency and digital assets.

**1.1 Appointment.** You agree to appoint and authorize Bridge Trust to provide the Services in accordance with these Terms.

- (a) Bridge Trust will hold, process and act as custodian of all Custodial Property provided from time to time to Bridge Trust by you pursuant to these Terms.
- (b) In its sole discretion, Bridge Trust may custody property delivered by you into the possession or control of Bridge Trust (“**Custodial Property**”). Custodial Property that Bridge Trust may accept and hold on your behalf pursuant to these Terms is currently limited to Digital Assets. Custodial Property shall include all income associated with Custodial Property, including interest, dividends, proceeds of sale, and all other monies due and collectable attributable to the investment of the Custodial Property.
- (c) In providing the Services, Bridge Trust will act only upon receipt of direction, instruction, or request submitted by you (an “**Authorized Instruction**”).
- (d) Bridge Trust, in its sole discretion, will determine whether the provision of Services or an Authorized Instruction complies with all applicable federal, state, local, and foreign laws, statutes, ordinances, regulations, rules, executive orders, opinions, agency guidance, interpretive letters, and other official releases or requests of or by any governmental authority (collectively, “**Applicable Law**”) and may decline any Authorized Instruction, including if: (i) You are not in compliance with these Terms; (ii) the Authorized Instruction

may violate Applicable Law; or (iii) You provide insufficient unencumbered Custodial Property in the account available for carrying out the Authorized Instruction.

- (e) Bridge Trust is entitled to rely on any information, data, and documents provided to it in connection with the Services. Bridge Trust has no duty to detect errors, or inquire into or investigate the legality, validity, completeness, or accuracy of any information, data, or documents provided to it in connection with the Services.
- (f) Bridge Trust is entitled to rely on any Authorized Instruction provided in connection with the Services and has no duty to detect errors, or inquire into or investigate the legality, validity, completeness, or accuracy of any Authorized Instruction. Bridge Trust will only act upon an Authorized Instruction and is hereby released and held harmless by you for acting upon the Authorized Instruction.
- (g) You acknowledge that Bridge Trust will not monitor Digital Assets for any actions taken by the issuer of such Digital Assets. Such actions may include an issuer instruction requiring the holder of a Digital Asset to transfer it to a certain location. You are solely responsible for satisfying or responding to any such actions of an issuer.
- (h) Bridge Trust will collect and hold all funds when Custodial Property matures, is redeemed, or sold. Bridge Trust will hold the proceeds of such transactions until it receives an Authorized Instruction.

1.2 **Storage of Digital Assets.** Bridge Trust will receive Digital Assets for storage by generating Private Keys and their Public Key pairs, with Bridge Trust retaining custody of such Private Keys. **“Private Key”** means an alphanumeric string known only to the holder of a Digital Asset, which must be used to engage in a transaction with or in the Digital Asset represented by the corresponding Public Key. **“Public Key”** means an alphanumeric string on a Blockchain that indicates ownership/possession of a specific amount of a Digital Asset by a specific network participant and is visible to all participants in the Blockchain’s network. Upon receipt, Bridge Trust will custody the Digital Assets in your name, unless otherwise specified in an Authorized Instruction. Bridge Trust will be deemed to have received a Digital Asset after the Digital Asset’s receipt has been confirmed on the relevant Blockchain or otherwise ledgered to Bridge Trust’s satisfaction. **“Blockchain”** means a software operating a distributed ledger which is maintained by a network of computers, and that records all transactions in a Digital Asset in theoretically unchangeable data packages known as blocks, each of which is timestamped to reference the previous block so that the blocks are linked in a chain that evidences the entire history of transactions in the Digital Asset.

1.3 **DeFi Services:** Bridge Trust also provides access to decentralized financial services of certain Digital Assets (**“DeFi”**) that are screened and pre-approved by Bridge Trust. We do not guarantee the availability or the uninterrupted operation of our Services.

2. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; (c) your registration and your use of the Service is and will be in compliance with any and all applicable laws and regulations (including, without limitation, applicable operating rules, operating regulations, and other requirements of any relevant electronic funds transfer network or other payment network); and (d) you will not be

using the Service for any illegal activity. You represent and warrant that you are not located in a country or territory that is subject to comprehensive sanctions (including, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic (DNR), and Luhansk People's Republic (LNR) regions of Ukraine), or subject to any economic, trade, or financial sanctions or other trade restrictions administered or enforced by the United Nations (“UN”), the European Union (“EU”), the United States of America (“U.S.”), or any other governmental entity with jurisdiction over you, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, and the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons. You may not use the Service to transact with any person who is subject to economic, trade, or financial sanctions or other trade restrictions or located in a country or territory that is subject to comprehensive sanctions administered or enforced by the UN, the EU, the U.S., or any other governmental entity with jurisdiction over you.

**3. Accounts and Registration.** To access certain features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at [support@bridgetrust.co](mailto:support@bridgetrust.co). You certify, under penalty of perjury, that: (a) the Individual Taxpayer Identification Number or Social Security Number you provide to us was assigned to you, and not to any other person, and that it is correct; and (b) you are not subject to backup withholding because (i) you are exempt from backup withholding, (ii) you have not been notified by the Internal Revenue Service (“IRS”) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified you that you are no longer subject to backup withholding. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Once you have successfully created an account on the Service and after Bridge Trust has successfully completed its Assessments (but, in any event, prior to your initiation of your first electronic fund transfer in connection with a Transaction), we will provide you with certain legal disclosures pertaining to the terms and conditions governing Transactions and our provision of the Service as may be required under applicable law (including the Electronic Fund Transfer Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act).

**4. Screening Requirements.** You may also be required to provide us with certain information about yourself prior to our provision of the Service to you in order for us to conduct Assessments (as defined below). You agree that the information you provide to us in connection with our Assessments is accurate, complete, and not misleading, and that you will immediately notify us of any change, update, or modification to such information. In addition to any available remedies available to us at law or in equity, we may refuse to provide the Service to you (or to suspend or terminate our provision thereof, including suspending the processing and/or fulfillment of Transactions) if the Assessments or the information you provide in connection therewith give us a reasonable, good faith basis to believe that the provision of the Service to you (including the processing and/or fulfillment of a Transaction) is detrimental to Bridge Trust’s interests, breaches any term or condition set forth in these Terms, or that the Transaction is otherwise suspicious,

fraudulent, or in violation of applicable law (including those relating to fraud and money laundering). For purposes of these Terms, “**Assessments**” means any assessments, verifications, or other investigations conducted by us: (a) relating to creditworthiness, “know your customer” compliance, or identity verification; (b) relating to the identification or prevention of fraud, corruption, money laundering, terrorist financing, or sanction violations; or (c) that are required under applicable law or otherwise required by Bridge Trust from time to time.

**5. Financial Risks.** You acknowledge and agree that:

- 5.1 The market for Digital Assets is volatile and unpredictable, and the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time;
- 5.2 The risk of loss in purchasing, selling, exchanging or otherwise trading Digital Assets may be substantial and losses may occur over a short period of time;
- 5.3 The price and liquidity of Digital Assets has been and may be subject to large fluctuations and volatility;
- 5.4 Digital Assets are not legal tender, are not backed by the U.S. government, and the accounts holding Digital Assets are not subject to the protections afforded by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation;
- 5.5 Legislative and regulatory changes, developments, or actions at the state, provincial, federal or international level may adversely affect the use, purchase, sale, trade, transfer, exchange, and value of Digital Assets at any given time;
- 5.6 The underlying blockchains for Digital Assets may “fork,” and we are under no obligation to support any forked blockchain;
- 5.7 Transactions involving Digital Assets may be irreversible, and losses due to fraudulent, accidental, or wrongfully executed Transactions may not be recoverable;
- 5.8 Certain Transactions involving Digital Assets will be deemed to have been executed when recorded on a public ledger, which may not be the same date or time that you or any other person initiates a Transaction;
- 5.9 Access to Digital Assets recorded on any given address are controlled by the holder of the associated private key to the address and, if the private key is compromised, lost, disclosed, or otherwise no longer secure, such Digital Assets may be stolen, lost, inaccessible, irretrievable, and/or otherwise unrecoverable;
- 5.10 The value of certain Digital Assets may be derived from, based on, or influenced by fluctuations in the supply and demand of such Digital Assets and other market conditions, which may result in the Digital Assets having no value;
- 5.11 The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;

- 5.12 The nature of Digital Assets means that any technological difficulties experienced by us may prevent the access to or use of your Digital Assets;
- 5.13 There is no assurance or any guarantee that any person or entity will continue to accept, purchase, sell, exchange, transfer, trade, or otherwise deal in Digital Assets at any given time;
- 5.14 The nature of Digital Assets may lead to an increased risk of fraud, cyberattack, and theft even though we implement and maintain industry-standard physical, technical, organizational, and administrative security processes and procedures designed to prevent the unauthorized access to and use of your Digital Assets;
- 5.15 Any bond, trust account, or insurance coverage we hold and/or maintain may not be sufficient to cover all losses incurred by our users; and
- 5.16 Bridge Trust may not be regulated as a financial institution or its equivalent in your jurisdiction, territory, or region.
- 6. General Payment Terms.** Certain features of the Service may require you to pay fees (including, without limitation, third-party fees and charges applicable to your use of the Service and your Transactions, such as: (a) payment processing charges; (b) fees charged by (i) us, (ii) the user or third party with whom you are executing a Transaction, or (iii) the providers of third-party services used in connection with the Service (including, without limitation, those that settle, execute, or otherwise facilitate the processing of Transactions or the transmission, distribution, or transfer of fiat currency and Digital Assets in connection with a Transaction); and (c) other network and “gas” fees charged by the blockchain network. Before you pay any fees, you will have an opportunity to review such fees that you will be charged and by executing the Transaction you agree to accept and pay all relevant fees when such fees are billed. All fees are billed and paid in U.S. Dollars or U.S. Dollar equivalents and are non-refundable unless otherwise specifically provided for in these Terms or prohibited under applicable law. Payments and transfers of Digital Assets and of fiat currency between the parties to the Transaction (which may include users of the Service, third parties, or Bridge Trust (if applicable)) will be processed promptly after the execution of a Transaction; provided that complete settlement of such payments and transfers may be delayed for various reasons, including: (a) the date and/or time that the Transaction is executed is outside of normal business hours or is on a holiday federally observed in the U.S. by banking institutions; (b) the method of payment used; (c) your third-party banking or financial services provider; (d) the operating procedures of any provider of third-party services used in connection with the Service (including, without limitation, those that settle, execute, or otherwise facilitate the processing of the Transaction or the transmission, distribution, or transfer of fiat currency and Digital Assets in connection with the Transaction); or (e) other circumstances outside of Bridge Trust’s reasonable control. Nothing in this Section 6 is intended or should otherwise be construed as a limitation or restriction on your right to receive timely notices of changes to the terms and conditions of our provision of the Service to you (including increases to the fees or charges to be paid by you in connection therewith) as may be required under applicable law (including the Electronic Fund Transfer Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act).
- 6.1 **Price.** Bridge Trust reserves the right to determine pricing for the Service. We represent and warrant that (a) any interchange fees to be charged by us in connection with facilitating

Transactions involving electronic debit transactions will, at all times, be reasonable and proportional to the cost incurred by us with respect to such Transaction, and (b) any network routing limitations we may impose (if any), in each case, will at all times comply with the Electronic Fund Transfers Act. To the fullest extent permitted under applicable law, Bridge Trust may change the fees it charges for any feature of the Service, including additional fees or charges, if Bridge Trust gives you advance notice of such changes before they go into effect. Bridge Trust, at its sole discretion, may make promotional offers with different features and different pricing to any of Bridge Trust's customers or users of the Service. These promotional offers, unless made to you, will not apply to your offer or these Terms.

- 6.2 **Authorization.** You authorize Bridge Trust to charge all sums due to it in connection with its provision of the Service as described in these Terms or as published by Bridge Trust on or through the Service, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Bridge Trust may seek pre-authorization of your credit card account prior to our provision of the applicable Service giving rise to such sums becoming due and payable by you in order to verify that the credit card is valid and has the necessary funds or credit available to cover the sums to be paid by you.
- 6.3 **Delinquent Accounts.** Bridge Trust may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amounts due in connection with the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees, up to but not more than twice the unpaid amount. If your payment method is no longer valid at the time fees are due to Bridge Trust, then Bridge Trust reserves the right to freeze the account until a valid payment method has been uploaded.
7. **Banking Information.** To facilitate certain Transactions through the Service, certain banking and payment processing services (including, without limitation, those that facilitate the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and of Digital Assets for Transactions) are made available to you by our third-party payment processors and/or third-party providers of related services. You may also link your external banking account(s) with your account on the Service by (a) logging into your account with your financial institution through the Service, or (b) providing us with the account information and routing details for your banking account and verifying the micro deposits we may send to such bank account. You may also be required to provide us with proof of ownership of such external banking account(s) in order for us to verify your control over such account(s). All linked banking accounts must be with financial institutions in the U.S., unless otherwise approved by us in writing. We may decline the use of any external banking account(s) that we believe may present a risk to you and/or us in our sole discretion. By linking your external banking account(s) to your account on the Service, and by subsequently logging into your linked banking account(s) through the Service, you hereby authorize us: (a) to review and otherwise use the information made available to us by your financial institution pertaining to your external banking account(s) (including, but not limited to, account and routing information, authentication details, account balance, transaction history, and contact and profile information); and (b) to disclose such information to, and to authorize the use thereof by, our third-party service providers (in each case of (a) and (b) subject to our Privacy Policy and solely as reasonably necessary for purposes of facilitating the execution and settlement of a Transaction, performing any acts or omissions authorized by you on your behalf, or performing any other obligation owed to you in connection with our provision of the Service to

you and to perform other services). You represent and warrant each and every time you link an external banking account to your account on the Service that: (a) you are the owner of, or have all necessary and sufficient consents and authorizations to access and use, the external banking account; and (b) you have the authority, or have all necessary and sufficient consents and authorizations, to authorize our and our third-party service providers' access to and use of such banking account for purposes of facilitating transfers of funds to and from such banking account that are authorized by you. If any of your linked, external banking accounts is jointly owned with, or otherwise jointly controlled by, any third party, you represent and warrant each and every time you link any such joint banking account to your account on the Service that that any and all joint account holder(s) has provided their informed consent or otherwise authorized you to: (a) represent, and to act on behalf of, all of the joint account holder(s) of the account; (b) access and use such joint banking account in connection with the Service; and (c) to authorize our and our third-party service providers' access to and use of such joint banking account in connection with providing the Service to you. If you do not have such informed consent or authorization, you are not permitted to link any such joint banking account to your account on the Service and we will immediately terminate your use of the Service if we are notified of or have a reasonable, good faith basis to believe that you have breached or otherwise not fulfilled the foregoing representation and warranty. If you close any of your external banking accounts with your financial institutions or if your financial institution has suspended any such accounts or otherwise frozen the assets held in such accounts, you are solely responsible for removing any such closed, suspended, or frozen banking account from your account on the Service to avoid any failure, delay, or cancellation of any Transaction and any potential charges relating thereto. We are not responsible or liable for any acts or omissions by your external financial institutions or any other third parties with whom any of your external banking accounts are held (including, without limitation, any modification, interruption, or discontinuance of any linked external bank account by such financial institution, third party, or the Service).

- 7.1 **Overcharging.** In the event that, at the time a Transaction is executed, the total amount paid by you to purchase Digital Assets in connection with such Transaction is in excess of the aggregate value of the Transaction (collectively, "**Overage**"), we or one of our third-party service providers will transfer to you, at our or such provider's option, either: (1) fiat currency in the amount of the Overage; or (2) the quantity of the same type of Digital Asset purchased by you that is equal in value to the amount of the Overage (based on the then-prevailing market value of such Digital Assets at the time of our or our service provider's transfer of such quantity of Digital Assets).

## 8. Licenses

- 8.1 **Limited License.** Subject to your complete and ongoing compliance with these Terms, Bridge Trust grants you, solely for your personal use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
- 8.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.



8.3 **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Bridge Trust an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

9. **Ownership; Proprietary Rights.** The Service is owned and operated by Bridge Trust. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Bridge Trust ("**Materials**") are protected by intellectual property and other laws. All Materials included in the Service are the property of Bridge Trust or its third-party licensors. Except as expressly authorized by Bridge Trust, you may not make use of the Materials. There are no implied licenses in these Terms and Bridge Trust reserves all rights to the Materials not granted expressly in these Terms.

## 10. **Third-Party Terms**

10.1 **Third-Party Services and Linked Websites.** Bridge Trust may provide tools through the Service that enable you to use or access, or to export information to, third-party services (including those that are used in connection with the Service for the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and Digital Assets for Transactions). By using one of these tools, you hereby authorize Bridge Trust to transfer to the applicable third-party service provider all information that is required for it to provide such third-party services to you, and we may request that you provide additional information as may be required in order for you to use or access the third-party services. Third-party services are not under Bridge Trust's control, and, to the fullest extent permitted by law, Bridge Trust is not responsible for any third-party service's use of your exported information. You hereby provide us with all necessary and sufficient consents, authorizations, permissions, and approvals required by the provider of such third-party services or by any third party acting on behalf of such provider in order for them to perform their obligations in connection with their provision of such third-party services to you. The Service may also contain links to third-party websites. Linked websites are not under Bridge Trust's control, and Bridge Trust is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with such third-party services. Once sharing occurs, Bridge Trust will have no control over the information that has been shared.

10.2 **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

## 11. **Communications**

- 11.1 **Text Messaging & Phone Calls.** You agree that Bridge Trust and those acting on our behalf may call and send you text (SMS) messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service, as well as marketing calls or messages. Calls and text messages may be made or sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such calls or messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM BRIDGE TRUST, YOU CAN EMAIL [support@bridgetrust.co](mailto:support@bridgetrust.co) OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM BRIDGE TRUST, YOU CAN EMAIL [support@bridgetrust.co](mailto:support@bridgetrust.co) OR TEXT THE WORD "STOPALL" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing calls and texts is not a condition of any use of the Service.
- 11.2 **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.
- 12. Prohibited Conduct.** BY USING THE SERVICE, YOU AGREE NOT TO:
- 12.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- 12.2 violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- 12.3 access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Bridge Trust;
- 12.4 interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 12.5 interfere with the operation of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) collecting personal information about another user or third party without their consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- 12.6 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age, date of birth, or principal place of residence;
- 12.7 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 9) or any right or ability to view, access, or use any Materials to any third party;

- 12.8 use the Service to purchase, sell, trade, transfer, or exchange Digital Assets that (1) are deemed to be “securities”, “derivatives,” or financial instruments under applicable law, or (2) were obtained, acquired, exchanged, traded, transferred or otherwise purchased by you through the use of proceeds resulting from criminal, fraudulent, money laundering, or other illegal activities;
- 12.9 use any fiat currency in connection with a Transaction that was acquired, exchanged, traded, transferred or otherwise obtained by you through criminal, fraudulent, money laundering, or other illegal activities;
- 12.10 access or use the Service outside of those countries, sovereignties, jurisdictions, or other territories in which such access or use is legally permitted; or
- 12.11 attempt to do any of the acts described in this Section 12 or assist or permit any person in engaging in any of the acts described in this Section 12.

**13. Modification of Terms.** We may, from time to time, change these Terms on a going-forward basis and these Terms may be different from the Terms you agreed to for a prior Transaction or your prior access to or use of the Service. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users with an account or where certain revisions are prohibited under applicable law from becoming effective immediately, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should discontinue your use of the Service. Except as expressly permitted in this Section 13, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Nothing in this Section 13 is intended or should otherwise be construed as a limitation or restriction on your right to receive timely notices of changes to the terms and conditions of our provision of the Services as may be required under applicable law (including the Electronic Fund Transfer Act the Dodd-Frank Wall Street Reform and Consumer Protection Act).

#### **14. Specific Terms and Conditions for the Service**

**14.1 Transaction Information.** You are solely responsible for verifying the accuracy and completeness of all information required to facilitate the processing, settlement, and execution of a Transaction (including, without limitation, wallet and blockchain addresses, payment and bank account information, the Transaction amount, and the type and amount of the Digital Assets and/or fiat currency to be transferred in connection with the Transaction). Neither we nor any of our third-party service providers will be responsible or liable to you for any inaccurate, inconsistent, or incorrect information used by, or relied upon by, us or them to process, settle, and/or execute a Transaction (including for transfers, transmissions, and distributions of Digital Assets and/or fiat currency to incorrect recipients, bank accounts, or digital wallets), and we have no obligation to verify the accuracy or completeness of any such information.. We are not responsible or liable to you for any liabilities, losses, or damages suffered by you as a result of your failure to strictly comply with any such third-party terms and conditions. We will provide you with legally required documentary evidence, receipts, and statements with respect to your Transactions (whether you are the party transferring, distributing, or transmitting fiat currency or Digital Assets or you are party to receive such fiat currency or Digital Assets) in a timely manner and, in all cases, in accordance with applicable law (including the Electronic Fund Transfer Act). In general,

Transactions are non-cancellable, but certain Transactions (including “Remittance Transfers” as such term is defined under the Electronic Fund Transfer Act) may, in certain circumstances and provided certain conditions are satisfied, be canceled and any Digital Assets or fiat currency transferred in connection therewith may be refunded to you as required under applicable law.

- 14.2 **Ownership.** You represent and warrant that: (a) you own all right, title, and interest in and to your Digital Assets or you otherwise have all necessary and sufficient rights, permissions, capacity, consents, and authority to sell, trade, exchange, or otherwise dispose of your Digital Assets; (b) you are the owner of, or otherwise have all necessary and sufficient rights, permissions, capacity, consents, and authority from all owners of the wallets or other accounts in which your Digital Assets are held, custodied, or otherwise stored.
- 14.3 **Disputes.** As between you and a third party to any Transaction (including another user of the Service), the terms and conditions of the Transaction, such as the Digital Assets to be transferred and each party’s payment obligations to one another, are solely your responsibility. You acknowledge and agree that: (a) any such third party may require that you agree to additional terms and conditions before processing, submitting, settling, or executing a Transaction; (b) Bridge Trust is not a party to any such agreement entered into between you and such third party in connection with a Transaction; (c) any dispute with any such third party is solely between you and such third party; and (d) you and such third party will resolve any such dispute in good faith. In the event you have a dispute about a Transaction please contact us at [support@bridgetrust.co](mailto:support@bridgetrust.co). Nothing in this Section 14.3 is intended or should otherwise be construed as a limitation or restriction on your or our rights and obligations with respect to reporting and resolving errors you encounter with respect to the Service or unauthorized Transactions facilitated through the Service as may be prescribed under applicable law (including the Electronic Fund Transfer Act).

## 15. Term, Termination, and Modification of the Service

- 15.1 **Term.** These Terms are effective beginning when you accept the Terms or first access or use the Service, and ending when terminated as described in Section 15.2.
- 15.2 **Termination.** If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Bridge Trust may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and, except as otherwise expressly set forth herein, without any liability to you arising from such termination. You may terminate your account and these Terms at any time by contacting customer service [support@bridgetrust.co](mailto:support@bridgetrust.co)
- 15.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Bridge Trust any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 8.3, 9, 14, 15.3, 16, 17, 18, 19, and 20 will survive. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.
- 15.4 **Modification of the Service.** To the fullest extent permitted under applicable law, Bridge Trust reserves the right to modify, discontinue, or impose additional restrictions on all or any portion

of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Except as otherwise expressly set forth herein or otherwise prohibited under applicable law, Bridge Trust will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. Nothing in this Section 15.4 is intended or should otherwise be construed as a limitation or restriction on your right to receive timely notices of changes to the terms and conditions of our provision of the Service to you as may be required under applicable law (including the Electronic Fund Transfer Act).

**16. Disclaimers; No Warranties by Bridge Trust**

- 16.1 YOUR ACCESS TO AND USE OF THE SERVICES ARE AT YOUR OWN RISK. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Bridge Trust DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE.
- 16.2 BRIDGE TRUST HAS NO OBLIGATION TO INQUIRE INTO, AND WILL NOT BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITIES OR HARM TO ANY PERSON OR ENTITY RELATING TO: (I) OWNERSHIP, VALIDITY OR GENUINENESS OF ANY CUSTODIAL PROPERTY; (II) ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY YOU WITH RESPECT TO CUSTODIAL PROPERTY OR AN AUTHORIZED INSTRUCTION; OR (IV) COLLECTABILITY, INSURABILITY, EFFECTIVENESS, MARKETABILITY, OR SUITABILITY OF ANY CUSTODIAL PROPERTY. YOU UNDERSTAND AND AGREES THAT: BRIDGE TRUST MUST FOLLOW YOUR DIRECTIONS, BRIDGE TRUST IS CONSIDERED BY THIS AGREEMENT TO BE A “DIRECTED FIDUCIARY” UNDER NRS 163.5548, AND BRIDGE TRUST WILL BE RELEASED AND HELD HARMLESS FOR FOLLOWING YOUR DIRECTIONS IN ACCORDANCE WITH NRS 163.5549; AND YOU ARE CONSIDERED BY THIS AGREEMENT TO BE A “DIRECTING TRUST ADVISER” UNDER NRS 163.5536 AND HAS THE AUTHORITY TO GIVE DIRECTIVES TO BRIDGE TRUST THAT MUST BE FOLLOWED BY BRIDGE TRUST.
- 16.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BRIDGE TRUST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). BRIDGE TRUST DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NO AUTHORIZED INTEGRATOR HAS BEEN AUTHORIZED BY BRIDGE TRUST, AND NO AUTHORIZED INTEGRATOR HAS THE AUTHORITY, TO MAKE REPRESENTATIONS OR WARRANTIES ON BRIDGE TRUST’S BEHALF. BRIDGE TRUST DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR AGAINST INFRINGEMENT. BRIDGE TRUST DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE IS ERROR-FREE OR THAT OPERATIONS OR DATA WILL BE SECURE OR UNINTERRUPTED. BRIDGE TRUST DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET, INCLUDING FAILURE OR DELAY TO SEND OR RECEIVE ELECTRONIC COMMUNICATIONS (*e.g.*, EMAIL). YOU HAVE NO RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF BRIDGE TRUST TO ANY THIRD PARTY.

## 17. Limitation of Liability

- 17.1 **Disclaimer of Liability and Consequential Damages.** BRIDGE TRUST AND BRIDGE TRUST'S AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES") SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED BY ANY INDEMNITEE UNLESS AS A RESULT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN EACH CASE AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION. INDEMNITEES SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED BY ANY SERVICE PROVIDER OR OTHER THIRD PARTY. BRIDGE TRUST'S SOLE RESPONSIBILITY SHALL BE FOR PROVIDING THE SERVICES IN ACCORDANCE WITH THESE TERMS. BRIDGE TRUST SHALL HAVE NO IMPLIED DUTIES OR OBLIGATIONS AND SHALL NOT BE CHARGED WITH KNOWLEDGE OR NOTICE OF ANY FACT OR CIRCUMSTANCE NOT SPECIFICALLY SET FORTH HEREIN. YOU HEREBY ACKNOWLEDGE AND AGREE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THAT BRIDGE TRUST WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR ANY TRANSACTION OCCURRING PURSUANT TO THESE TERMS, INCLUDING LOST REVENUE OR PROFITS OR LOSS OF BUSINESS OR LOSS OF DATA, EVEN IF BRIDGE TRUST HAS BEEN ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE. THIS INCLUDES ANY LOSSES OR PROBLEMS RESULTING FROM INCIDENTS OUTSIDE OF BRIDGE TRUST'S DIRECT CONTROL, INCLUDING ERRORS, HACKS, THEFT, OR ACTIONS OF ISSUERS, TRANSFER AGENTS, SMART CONTRACTS, BLOCKCHAINS AND INTERMEDIARIES OF ALL TYPES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH INDEMNITEE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY A FORCE MAJEURE EVENT.
- 17.2 **Limit on Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL INDEMNITEES' TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE GREATER OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO BRIDGE TRUST UNDER THESE TERMS DURING THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.
- 17.3 **Indemnification.** You shall indemnify, protect, defend, and hold harmless the Indemnitees from and against any and all claims, demands, obligations, losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and attorneys' fees and expenses), which an Indemnitee may suffer arising out of or relating to: (i) these Terms; (ii) any breach, action, or regulatory investigation arising from your failure to comply with Applicable Law or arising out of any alleged misrepresentation, misstatement, omission of fact, or inaccuracy in your representations and warranties or in your interactions with Bridge Trust, or your breach, non-fulfillment or default in the performance of any conditions, covenants or agreements contained in this Agreement or in any certificate or document delivered by you or in any Authorized Instruction pursuant to any provisions of these Terms; (iii) any breach, action or regulatory investigation arising from your failure to comply with any Applicable Law, or arising out of any alleged misrepresentations, misstatements or omissions of material fact in any securities offering memoranda, general solicitation, advertisements or other offering documents on your part; (iv) any obligation which is your responsibility under these Terms; (v) any loss or damage to any third party, direct or consequential, arising out of or in any way related to acts or

omissions of any Indemnitee relating to the Services and not constituting recklessness or intentional misconduct on the part of such Indemnitee; or (vi) any damages or claims resulting from equipment, software, or network malfunctions or interruptions outside of any Indemnitee's control.

- 17.4 **Limitation on Bridge Trust's Duty to Litigate.** Without limiting the foregoing provisions of this Section 17.4, Bridge Trust has no obligation to defend any legal action or engage in any other legal proceedings with respect to your account or any property of your account unless Bridge Trust is indemnified to Bridge Trust's satisfaction. Notwithstanding anything in these Terms to the contrary, Bridge Trust is authorized and empowered to consult with counsel of its choice in reference to your account and to retain counsel and appear in any action, suit, or other proceeding affecting your account or any property of your account. All fees and expenses so incurred will be for the account and will be charged to your account.
- 17.5 **Third-Party Claims.** You bear sole responsibility for the prosecution, defense, or enforcement of any judgment, including the employment of legal counsel, of any and all legal actions or suits involving your account, which may arise or become necessary for the protection of investments in your account, including any actions lodged against Bridge Trust. However, Bridge Trust, in its sole discretion, may, upon notice to you, participate in, or assume and control, the prosecution or defense, or enforcement of any judgment in any such legal actions or suits, at your expense.

## 18. Dispute Resolution and Arbitration

- 18.1 **Generally.** Except as described in Section 19.2 and 19.3, you and Bridge Trust agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BRIDGE TRUST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 18.2 **Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 18.3 **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to Bridge Trust, Co., Attention: Arbitration Opt-Out, 100 N. City Parkway, Suite 1700, Las Vegas, NV 89106 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration ("**Opt-Out Notice**"). Once Bridge Trust receives your Opt-Out Notice, this Section 19 will be void and any

action arising out of these Terms will be resolved as set forth in Section 20.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

- 18.4 **Arbitrator.** This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at +1-800-778-7879, or by contacting Bridge Trust.
- 18.5 **Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Bridge Trust's address for Notice is: 100 N. City Parkway, Suite 1700, Las Vegas, NV 89106. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Bridge Trust may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Bridge Trust will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.
- 18.6 **Arbitration Proceedings.** Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Bridge Trust must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- 18.7 **Arbitration Relief.** Except as provided in Section 19.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Bridge Trust before an arbitrator was selected, Bridge Trust will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.



- 18.8 **No Class Actions.** YOU AND BRIDGE TRUST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Bridge Trust agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 18.9 **Modifications to this Arbitration Provision.** If Bridge Trust makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Bridge Trust's address for Notice of Arbitration, in which case your account with Bridge Trust will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 18.10 **Enforceability.** If Section 19.8 or the entirety of this Section 19 is found to be unenforceable, or if Bridge Trust receives an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20.2 will govern any action arising out of or related to these Terms.
- 19. Miscellaneous**
- 19.1 **General Terms.** These Terms, including the Privacy Policy and Custodial Services Agreement and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Bridge Trust regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 19.2 **Books and Records.** Bridge Trust will record on its books and records (including records of receipts, disbursements, and other transactions) all Custodial Property and will segregate your Custodial Property from the custodial property of any other person or entity, unless otherwise specified in an Authorized Instruction.
- 19.3 **Governing Law.** These Terms, your access to and use of the Service are governed by the laws of the State of Nevada without regard to conflict of law principles. You and Bridge Trust submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Clark County, Nevada for resolution of any lawsuit or court proceeding permitted under these Terms. Use of the Service does not give rise to personal jurisdiction over Bridge Trust, either specific or general, in jurisdictions other than Nevada. You consent to the personal jurisdiction of and venue in such courts and waive any and all jurisdictional and venue defenses or objections otherwise available. We operate the Service from our offices in Nevada, and you enter into agreement to

this Terms of Service in the State of Nevada. We make no representation that Materials included in the Service are appropriate or available for use in other locations.

- 19.4 **Privacy Policy.** Please read the [Privacy Policy](#) (the “**Privacy Policy**”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Bridge Trust Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 19.5 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 19.6 **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing, unless applicable law requires otherwise.
- 19.7 **Contact Information.** The Service is offered by Bridge Trust. and its affiliates. You may contact us by sending correspondence to 100 N. City Parkway, Suite 1700, Las Vegas, NV 89106 or by emailing us at [support@bridgetrust.co](mailto:support@bridgetrust.co).
- 19.8 **Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 19.9 **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies. If you experience any issues relating to our provision of the Service, please contact us at [support@bridgetrust.co](mailto:support@bridgetrust.co).
- 19.10 **International Use.** The Service is intended for visitors located within the U.S. We make no representation that the Service is appropriate or available for use outside of the U.S. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.