

# Robinhood Crypto User Agreement

In consideration of Robinhood Crypto, LLC and its agents and assigns (collectively, "RHC", "you", or "your") opening an account on my behalf ("my RHC Account" or the "RHC Account"), I represent and agree to the terms set forth below (the "Agreement"). When used in this Agreement, the words "I", "me", or "my" mean the owner of the Account.

I understand that the terms and conditions of this Agreement govern all aspects of my relationship with RHC regarding my RHC Account. I will carefully read and accept the terms and conditions of this Agreement before I click "Submit Application" or other similarly worded button below. I understand that clicking "Submit Application" or other similarly worded button is the legal equivalent of my manually signing this Agreement and I will be legally bound by its terms and conditions in their entirety. I also understand that by clicking "Submit Application" or similarly worded button, I have acknowledged that this Agreement contains an arbitration clause in Section 19. By entering into this Agreement, I acknowledge receipt of the Robinhood Privacy and Security Policy, located here and at <https://about.robinhood.com/legal>.

I am at least 18 years old and have the legal capacity to enter into this Agreement. No person, except myself, has any interest in the RHC Account opened pursuant to this Agreement.

I understand that this Agreement may be amended from time to time by RHC, with revised terms posted on <https://about.robinhood.com/legal>. I agree to check for updates to this Agreement. I understand that by logging into my RHC Account or continuing to maintain my RHC Account without objecting to any revised terms of this Agreement, I am accepting the terms of the revised agreement and will be legally bound by its terms and conditions. I understand that I should therefore read this Agreement from time to time and that my affirmative assent to its terms, as amended, may be requested of me as a condition of logging into my Robinhood Account. I understand that if I do not agree to be legally bound by this Agreement and all of its terms and conditions (as amended from time to time), I should not log into my RHC Account. If I request other services provided by RHC that require me to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement.

## 1. Robinhood Crypto Service.

a) *RHC Account.* I understand that the RHC Account allows me to place spot purchase and sale orders for certain digital assets such as bitcoins and ethers supported on the Robinhood mobile application or website(s) (such digital assets, "Cryptocurrencies") (such application and website(s), the "Robinhood Platform" and such service, the "RHC Service"). I further agree and acknowledge that my use of my RHC Account and the RHC Services is and shall be only for my personal, non-commercial purpose.

b) *Absence of FDIC or SIPC Protection.* RHC is not a broker-dealer of any kind and is not a member of the Financial Industry Regulatory Authority ("FINRA") or the Securities Investor Protection Corporation ("SIPC"). I understand that my Cryptocurrency investments are not protected by Federal Deposit Insurance Corporation ("FDIC") or SIPC insurance.

c) *Rebates and Pass-On of Fees.* I understand that RHC reserves the right to pass on any fees charged by any Cryptocurrency exchanges, brokers, market-makers, liquidity providers, or other types of Cryptocurrency counterparties, trading venues, or intermediaries (each, a "Market Actor"), including in connection with the withdrawal of Cryptocurrencies to an external wallet or any fees related to any enhanced due diligence related to my RHC Account. I further understand that RHC may receive activity-based rebates from Market Actors in relation to Cryptocurrency transactions.

d) *Authorization to RHC.* I understand that my RHC Account is self-directed. Accordingly, I appoint you as my agent for the purpose of carrying out my directions to you in accordance with the terms and conditions of this Agreement. You are authorized to open or close my RHC Account, place and withdraw orders, and take such other steps as are reasonable to carry out my directions. All transactions will be effected only on my order or the order of my authorized delegate, except as otherwise expressly described in this Agreement. My use of my RHC Account or my grant of access to my RHC Account to any third party is solely at my risk.

e) *Relationship with RHF Account.* I understand that my RHC Account and the RHC Service are provided to me by RHC, and that my RHC Account is separate from my RHF Account. I understand that I will not be able to use margin provided through any RHF Account I may have with Robinhood Financial to purchase Cryptocurrencies.

f) *Authorization to Clearing Broker.* I understand that when I elect to purchase Cryptocurrencies on the Robinhood Platform, I am authorizing and instructing Robinhood Financial to instruct Robinhood Securities, LLC (the "Clearing Broker") to accept such instruction to transfer the funds required for the transaction from my RHC Account to an account in the name of RHC (the "Entity Account"). I acknowledge that legal title to any such transferred funds will pass to RHC to effectuate settlement and that the Clearing Broker does not have the ability to monitor or recall the funds after such funds have been transferred to the external bank account. I understand that, upon transfer from my RHC Account, these funds will no longer be provided protection under SIPC coverage. I agree to hold the Clearing Broker harmless with respect to the Clearing Broker accepting and following my instructions to transfer funds from my RHF Account to the Entity Account. I hereby authorize and instruct the Clearing Broker to accept all instructions to deposit funds into my RHF Account from the Entity Account at the sole instruction of RHF or RHC. I understand that I may revoke this authorization at any time by terminating my RHC Account. I understand that the assets in my RHC Account are not held at the Clearing Broker. I understand that the Clearing Broker is not involved in the purchase, sale, execution, custody, or trading of Cryptocurrencies, and only takes instructions regarding the transfer of funds as described in this Agreement.

g) *Position and Transaction Limits.* I understand that my use of the RHC Service is subject to a limit on volume (in USD terms) that I may transact in a given time period. Such limits may vary, at RHC's sole discretion, depending on a variety of factors, and RHC may apply higher limits to certain customers at its sole election. RHC will make the transaction and position limits applicable to my use of the RHC Service available upon request.

2. **Cryptocurrency Networks and Forks.** I understand that you do not own or control the software, protocols, or databases underlying the Cryptocurrency networks and other digital asset networks and that you make no guarantees regarding the security, functionality, or availability of such networks. In general, the underlying software, protocols, and databases are public and open source and anyone can use, copy, modify, and distribute them. I further understand that third parties may from time to time create a copy of a Cryptocurrency network and then implement changes in operating rules or other features ("Forks") that may result in more than one version (each, a "Forked Network"), and that such Forks may materially affect the value of the Cryptocurrencies or other digital assets I hold. In the event of a Fork, I agree and understand that you may temporarily suspend the RHC Services without advance notice to me while you determine in your sole discretion which Forked Networks to support. I FURTHER AGREE AND UNDERSTAND THAT YOU MAY DETERMINE, IN YOUR SOLE DISCRETION, NOT TO SUPPORT A FORKED NETWORK AND THAT I HAVE NO RIGHT, CLAIM, OR OTHER PRIVILEGE TO ANY CRYPTOCURRENCY OR OTHER DIGITAL ASSET ON SUCH UNSUPPORTED FORKED NETWORK ("FORKED ASSETS"). I UNDERSTAND THAT YOU MAY, IN YOUR SOLE DISCRETION, DETERMINE THE APPROACH TO SUCH FORKED ASSETS, WHICH APPROACH MAY INCLUDE ABANDONING OR OTHERWISE ELECTING NOT TO SUPPORT SUCH FORKED ASSETS AS PART OF THE RHC SERVICES. I FURTHER AGREE AND UNDERSTAND THAT YOU ARE UNLIKELY TO SUPPORT MOST FORKED NETWORKS AND THAT MOST FORKED ASSETS WILL LIKELY NOT BE MADE AVAILABLE TO ME. I understand that the supply of Forked Assets available to you as part of the RHC Services and your ability to deliver Forked Assets resulting from a forked network may depend on third parties that are outside of your control. I further understand and agree that you and your Affiliates shall not be liable for (i) the software, protocols, or databases underlying the Cryptocurrencies (or other digital asset) and associated networks, (ii) any change in the value of any Cryptocurrency or other digital asset (whether associated with a Fork or otherwise), or (iii) any decision regarding supporting or not supporting any Cryptocurrency or other digital asset, including a Forked Asset.

## 3. My RHC Account.

a) *Account Access and Potential Fraudulent Events.* I understand that I am only permitted to access my RHC Account using my RHC Account login credentials and other required forms of authentication. I am solely responsible for keeping my username and password ("Login Credentials") to the Robinhood Platform and my RHC Account number confidential and secure. I agree and accept full responsibility for monitoring and safeguarding my RHC Account. I agree to immediately notify you in writing, delivered via e-mail and a recognized international delivery service, if I become aware of: (i) any loss, theft, or unauthorized use of my Login Credentials or my RHC Account number; (ii) any failure by me to receive any communication from you indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by me to receive an accurate written confirmation of an execution; (iv) any receipt by me of confirmation of an order, execution or cancellation, that I did not place; (v) any inaccurate information in or relating to my RHC Account balances, deposits, withdrawals, Cryptocurrency positions, or transaction history; or (vi) any

other unauthorized use or access of my RHC Account or other suspicious activity. Each of the events described in the preceding subsections (i)-(vi) shall be deemed a "Potential Fraudulent Event". The use and storage of any information including my RHC Account numbers, Login Credentials, portfolio information, transaction activity, account balances, and any other information or orders available on my wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or my personal computer is at my own risk and is my sole responsibility. I am and will be solely responsible for, have authorized, and will authorize all orders or instructions appearing in, originating from, or associated with my RHC Account, RHC Account number, and Login Credentials. I agree to notify you immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by you, I agree to report any Potential Fraudulent Event promptly to legal authorities and provide you a copy of any report prepared by such legal authorities. I agree to cooperate fully with the legal authorities and you in any investigation of any Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow you access to my Mobile Device, my computer, and my network in connection with your investigation of any Potential Fraudulent Event. I understand that if I fail to do any of these things I may encounter delays in regaining access to the funds in my RHC Account. I agree to indemnify and hold you, any entities controlled by, controlling, or under common control with you (such entity, an "Affiliate"), and your and your Affiliates' respective officers and employees harmless from and against any Losses arising out of or relating to my failure to comply with any of my above obligations relating to any Potential Fraudulent Event. I understand and acknowledge that you are not responsible for any unauthorized use of my RHC Account.

b) *Multi-Factor Authentication.* I understand that, at your discretion, I may be required to use at least two (2) forms of authentication when accessing my RHC Account and performing certain operations in my RHC Account. Forms of multi-factor authentication in addition to my Login Credentials may include verification tokens delivered through SMS or a specified and supported two-factor authentication ("2FA") application. If I choose to install and use a 2FA application on a device, I understand that I do so at my own risk, including the risk that the operating system has been tampered with in any way. RHC reserves the right in RHC's sole discretion to prohibit access from or by any device, including one on which the operating system has been or is suspected of having been modified or tampered with. I agree that you may provide my 2FA data to a third-party service provider in order to help authenticate me.

c) *Account Review and Acknowledgment.* I understand that I will receive trade confirmation emails from you after a trade that I have placed is executed. I understand that it is my sole responsibility to review my transaction history, trade confirmations, and any notices from RHC or its Affiliates promptly upon receipt, and that my Account Documents (as defined in Section 18(e)) available through the Robinhood Platform will evidence all activity in my RHC Account for the stated period. I waive any right to dispute any transaction unless I notify you of any objections within two calendar days from the date trade confirmations are sent, and Account Documents will be considered binding on me unless I notify you of any objections within ten calendar days after such records are posted on the Robinhood Platform. In all cases, you reserve the right to determine the validity of my objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction or I will bear sole responsibility for any losses relating to the transaction, even if my objection to the transaction is ultimately determined to be valid. I agree that it is my sole responsibility to review my trade confirmations on a regular basis in order to meet the period set forth above. I understand and agree that for the purposes of review and acknowledgment, I agree to be deemed to have reviewed my transaction history and all notices on at least a monthly basis. If for any reason I am unable to do so, or I do not receive your or your Affiliates' communications, it is my responsibility to contact support@robinhood.com and notify you immediately.

d) *Account Restriction or Closure.* I understand that you may, in your discretion and at any time, prohibit or restrict the trading of Cryptocurrencies in my RHC Account. I further understand that either you or I may close my RHC Account or deactivate or block access to my RHC Account at any time and for any reason. Closing an account will not affect any rights and obligations incurred prior to the date of account closure. If there is a Cryptocurrency balance remaining in my RHC Account, I hereby agree to: (a) upon your request, provide you with a Cryptocurrency address upon providing you notice of closure, or within seven calendar days of receiving written notice of closure from you, so that you can return the remaining Cryptocurrency to me; (b) permit you, at your discretion, to sell any remaining Cryptocurrency on the open market at the prevailing market price and return the proceeds (less fees, costs, expenses, charges, obligations including, but not limited to, attorney and court fees or transfer costs of funds (or Cryptocurrencies), and damages, to any valid bank account linked to my RHC Account or to any Affiliate Account(s). In the event that the costs of closing my RHC Account exceeds the value in my RHC Account, I will be responsible for reimbursing you. I will remain liable to you for all obligations incurred in my RHC Account, pursuant to this Agreement, or otherwise, whether arising before or after closure of my RHC Account or termination of this Agreement.

e) *Account Suspension and Investigation.* I acknowledge and agree that you have the right to immediately (i) cause my RHC Account or, to the extent permitted by the customer agreement with such Affiliate any other account I may now or in the future have with an Affiliate (such account, an "Affiliated Account") to be suspended, (ii) cause the funds and assets in my RHC Account and any Affiliated Account to be frozen, and (iii) investigate my RHC Account, until a determination has been made, if (A) you suspect, in your sole discretion, any such accounts to be in violation of this Agreement, your Anti-Money Laundering ("AML") program or that of any of your Affiliates, any applicable laws or regulations, or the RHC Code of Conduct; (B) you or any of your Affiliates are required to do so by a government or regulatory authority, court order, or facially valid subpoena; (C) my RHC Account or any Affiliated Account is subject to any pending litigation, investigation, or governmental proceeding; (D) my RHC Account or my RHF Account has a negative balance; (E) my ACH deposit was returned to my bank; (F) you believe that there is unusual activity in my RHC Account or any Affiliated Account or suspect that I am using RHC, RHF, my Login Credentials, or other account information in an unauthorized or inappropriate manner; or (G) I have not accessed my RHC Account in two (2) years or more. RHC will provide me with notice of any such suspension of my RHC Account if legally permitted to do so.

#### 4. Orders

a) *Order Types.* I understand that RHC allows the following types of orders to be placed on the Robinhood Platform:

i) *Market Orders.* Market orders may be submitted either in U.S. dollar ("USD") amounts or in Cryptocurrency amounts. I understand that (A) RHC does not currently support sending traditional market buy orders and that RHC collars all market buy orders by using limit orders priced up to 1% above the last ask price, and (B) RHC does not currently support sending traditional market sell orders and that RHC collars all market sell orders by using limit orders priced up to 5% below the last bid price. If I place a market order, I agree to pay or receive the prevailing market price at the time my market order is executed, subject to the specific clarification above relating to buy and sell orders. I understand that the execution price may be significantly higher or lower than anticipated at the time I placed the order.

ii) *Limit Orders.* To avoid buying a Cryptocurrency at a higher price and possibly exceeding my purchasing power, I understand my option to enter a limit order. A limit order may be "good till cancelled" which means the order remains valid until (A) it is executed or (B) I cancel the order. I also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price I specify, and are good until I cancel them, provided, however, that RHC may in its sole discretion cancel any limit order that remains unexecuted for at least thirty calendar days.

b) *No Margin or Options.* The RHC Services do not include margin or options trading.

c) *Order Placement.* I understand that all orders for the purchase of Cryptocurrencies given for my RHC Account will be executed in reliance on my promise that an actual purchase is intended, and that you reserve the right to require full payment in cleared funds prior to the acceptance of any order. I understand that I am not permitted to place a Cryptocurrency buy order with RHC unless I have enough funds available in my RHC Account or any Affiliated Account to satisfy my order. I further understand that I am not permitted to place a Cryptocurrency sell order with RHC unless I have enough Cryptocurrencies available in my RHC Account or any Affiliated Account to satisfy my order. I agree that it is my responsibility to cancel any order that I do not want to be filled. I understand that I may not be able to cancel an order prior to it filling and that you are not liable to me for the completion of an order after I have submitted a cancellation request.

d) *Title and Ownership.* I understand that any order for Cryptocurrency that I place and that RHC fills will result immediately in my RHC Account being credited the amount of such Cryptocurrency and me obtaining title to such Cryptocurrency. The amount of Cryptocurrency that I purchase will be reflected on the Robinhood Platform. After I obtain title to such Cryptocurrency, I may sell all or a portion of the Cryptocurrency using the Robinhood Platform. Except at your direction or instruction, or as may be required by applicable law or regulation or legal order, RHC will not loan, hypothecate, pledge, or encumber Cryptocurrency stored and held by RHC in one or more omnibus Cryptocurrency wallets for the benefit of RHC customers.

e) *Order Handling.* I agree and understand that RHC does not guarantee that any order that I place will be filled. I further agree and understand that RHC reserves the right to cancel any order or part of an order if such order was placed during a scheduled or unscheduled RHC downtime, violates RHC's Code of Conduct, or is non-marketable.

f) *Order Execution.* I understand that the method, counterparty, broker (if any) and venue (if any) used for the execution of any order that I place shall be determined by RHC in its sole good faith discretion.

g) *Price Fluctuations and Rounding.* The price or amount of Cryptocurrency received is likely to differ from the quote provided on entry of an order, especially during periods of high volume, illiquidity, fast movement, or volatility in the marketplace, and I may receive partial executions of an order at different prices. I understand that RHC is not liable for any price fluctuations. I also understand that price quotes generally are for smaller orders, and that larger orders are relatively more likely to receive executions at prices that vary from the quotes. In addition, I understand that if I place an order to buy or sell a specific dollar amount of Cryptocurrency, RHC will calculate the amount of Cryptocurrency bought or sold by dividing the dollar amount of the order by the price and, as applicable, rounding to at least the sixth decimal place or as many decimal places as is practicable for a given Cryptocurrency. Due to such rounding, the exact amount of Cryptocurrency bought or sold may be slightly greater or less than the actual dollar amount of your order. I also understand that if I place an order to buy or sell a specific amount of Cryptocurrency, RHC will calculate the cost of the Cryptocurrency in dollars by multiplying the amount of Cryptocurrency by the price and rounding to two decimal places. Due to such rounding, the actual dollar amount may be slightly greater or less than the exact Cryptocurrency value of your order.

h) *Erroneous or Fraudulent Trades or Orders.* I understand that RHC reserves the right, but has no obligation, to (i) declare a transaction null and void that RHC considers to be erroneous or a Potential Fraud Event, or (ii) reverse a transaction on or perform offsetting transactions for my account in connection with an Erroneous Transaction or a Potential Fraudulent Event. RHC may consider a transaction to be erroneous when its price is substantially inconsistent with the prevailing price at the time of execution (each, an "Erroneous Transaction"). I agree that I am responsible for ensuring that the appropriate price and order type are entered into the Robinhood Platform when I place an order to buy or sell Cryptocurrency with RHC. I acknowledge and agree that a simple assertion by me that a mistake was made in entering an order, or that I failed to pay attention to or update an order, shall not be sufficient to establish the order as an Erroneous Transaction or a Potential Fraudulent Event. I further acknowledge and agree that if you determine that a given transaction is an Erroneous Transaction or a Potential Fraudulent Event, (i) you may, without obligation, declare it null and void, in whole and in part, even if I do not agree to cancel or modify it, in which case I will return the Cryptocurrency or fiat currency received in the Erroneous Transaction or a Potential Fraudulent Event and (ii) you might not declare it null and void for any reason, including without limitation where the counterparty cannot be compelled to return the Cryptocurrency or fiat currency it received in the Erroneous Transaction or a Potential Fraudulent Event. I understand that, if an Erroneous Transaction or a Potential Fraudulent Event should affect my account, my account may not be made completely whole and its balance may not be restored to the amount immediately preceding the Erroneous Transaction or Potential Fraudulent Event.

## 5. Compliance with Applicable Laws and Regulations.

a) *Customer Identification.* To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, I understand that when I open my RHC Account, you may ask for my name, address, date of birth, taxpayer identification number, and other identifying information, or that you may obtain such information from Robinhood Financial that I submitted as part of the process of opening my brokerage account with Robinhood Financial (such account, my "RHF Account"). I hereby authorize Robinhood Financial to disclose to you and you to receive from Robinhood Financial any such information. I understand you may also ask me for copies of my driver's license, passport, or other identifying documents. I further understand that if I attempt to access my RHC Account or my RHF Account from a jurisdiction subject to certain U.S. sanctions or I am ordinarily resident in such a jurisdiction, or if you reasonably believe that I am attempting such access or have become resident in such a jurisdiction, you may restrict my RHC Account and/or my RHF Account, and any pending orders may be cancelled. If this happens, I understand that I should contact support@robinhood.com, and that I may be asked to provide supplemental information as part of this process. I further understand that I must close my RHF Account and my RHC Account before establishing residency in any jurisdiction subject to U.S. sanctions.

b) *Notification of Changes.* I understand and agree that I am obligated to promptly notify you of any changes in such information, including my name, address, e-mail address, and telephone number.

c) *Applicable Laws and Regulations.* Transactions in my RHC Account are subject to the applicable laws, regulations, and rules of federal and state governmental and regulatory authorities. In no event will RHC be obligated to effect any transaction it believes would violate any federal or state law, rule, or regulation, or the rules or regulations of any regulatory or self-regulatory organization.

d) *Background Checks.* I understand that, in furtherance of your AML Program, you may require me to provide you with additional information or require me to undergo a background check prior to being authorized to use RHC, or at any point thereafter, in accordance with applicable laws and regulations.

e) *Source of Funds.* I agree, represent, and warrant that all funds in my RHC Account or any Affiliated Account, or funds exchanged or to be exchanged by me in the future through RHC or any of its Affiliates, are not the direct or indirect proceeds of any criminal or fraudulent activity. I understand that I am not allowed to receive funds in my RHC Account or any Affiliated Account from a sender other than myself. Any funds I receive from a sender other than myself will be considered unauthorized. I understand that you reserve the right to investigate the source of any funds in my RHC Account or any Affiliated Account and determine, in your sole discretion, how to handle their disposition. If, following review of any funds in question and the circumstances by which I received them, you determine that I am not the owner of such funds, I understand that you reserve the right to dispose of these funds in accordance with applicable laws and regulations.

f) *Sanctions Programs.* Pursuant to the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), RHC is prohibited from providing services or entering into relationships with certain individuals and institutions. In the event that you are required to block funds associated with my RHC Account in accordance with a sanctions program, or other similar government sanctions programs, I understand that you may: (i) suspend my RHC Account; (ii) terminate my RHC Account; (iii) return funds to the destination of their origin or to an account specified by authorities; or (iv) require that I withdraw funds from my RHC Account within a certain period of time. I agree that you are not responsible for any losses, whether direct or indirect, that I may incur as a result of your good faith efforts to comply with applicable laws and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

6. *Downtime.* I agree and understand that part or all of the Robinhood Platform or the RHC Service may be periodically unavailable during scheduled maintenance or unscheduled downtime (collectively, "Downtime"). I agree and understand that RHC is not liable or responsible to me for any inconvenience or Losses to me as a result of Downtime. Following Downtime, when services resume, I understand that the prevailing market prices may differ significantly from the prices prior to such Downtime.

7. *Risks of Cryptocurrency Trading.* I represent that I have read the Robinhood Crypto Risk Disclosure located at <https://cdn.robinhood.com/assets/robinhood/legal/Robinhood%20Crypto%20Risk%20Disclosures.pdf> and in the Robinhood Disclosure Library (<https://about.robinhood.com/legal>).

## 8. Customer Representations and Responsibilities.

a) *Self-Directed Account.* I understand that my RHC Account is self-directed, I am solely responsible for any and all orders placed in my RHC Account, and all orders entered by me or on my behalf are unsolicited and based on my own investment decisions or the investment decision of my duly authorized representative or agent. I agree and understand that I have not received and do not expect to receive any investment advice from you or any of your Affiliates in connection with your orders. Notwithstanding anything in this Agreement, I agree and understand that you accept no responsibility whatsoever for, and shall in no circumstances be liable to me in connection with, my decisions. I agree and understand that under no circumstances will your use of the RHC Account be deemed to create a relationship that includes the provision of or tendering of investment advice. I acknowledge that neither you nor any of your employees, agents, principals, or representatives (i) provide investment advice in connection with this RHC Account, (ii) recommend any Cryptocurrencies, transactions, or orders, or (iii) solicit orders. To the extent research materials or similar information are available through the Robinhood Platform, I understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any Cryptocurrency transactions or to engage in any investment strategies.

b) *Information Accuracy.* I: (i) certify that the information contained in my RHC Account application and any other document that I furnish to you in connection with my RHC Account or any Affiliated Account is complete, true, and correct; (ii) authorize you to contact any individual or firm noted on the documents referred to in subsection (b)(i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to you as you may request; and (iv) agree that this Agreement, the account application, and any other document I furnish in connection with my RHC Account is your property. I shall promptly advise you of any changes to the information in such agreements and documents in writing within ten calendar days. I authorize you to obtain reports

and provide information to others concerning my creditworthiness and business conduct. Upon my request, you agree to provide me a copy of any report so obtained. You may retain this Agreement, the Account application, and all other such documents and their respective records at your sole discretion. I understand that you may take steps to verify the accuracy of the information I provide to you in my RHC Account application or otherwise and that you may restrict my access to my RHC Account or take other action you reasonably deem necessary pending such verification.

c) *Commercially Reasonable Efforts.* I understand that you use commercially reasonable efforts to provide me with a reliable and secure Robinhood Platform. From time to time, interruptions, errors, or other deficiencies in service may occur due to a variety of factors, some of which are outside of RHC's control. These factors can contribute to delays, errors in service, or Downtimes. I understand that I may experience difficulties in accessing my RHC Account, withdrawing funds or Cryptocurrencies, viewing Third-Party Information, and placing or canceling orders.

d) *Unavailability of RHC Service in Certain Jurisdictions.* I agree and understand that the RHC Service is not provided to, and may not be used by, any person in any jurisdiction where the provision or use thereof would be contrary to applicable laws and regulations. I agree to refrain from using the RHC Service if I begin to reside in a jurisdiction where the RHC Service would violate any of the laws and regulations of such jurisdiction. I agree that I shall not provide incorrect information about my address and will promptly inform RHC when I establish residency in a new jurisdiction.

e) *Sole Control over Account.* I agree not to share my Login Credentials with any other person. I further agree not to allow any other person to trade for my RHC Account.

f) *No Tax or Legal Advice.* I understand and acknowledge that RHC does not provide tax or legal advice.

**9. Custody.** Cryptocurrencies that I purchase shall be stored and held by RHC in one or more omnibus cryptocurrency wallets for the benefit of RHC customers. RHC shall track the balance and ownership of Cryptocurrencies purchased as part of the RHC Services, and I understand that I can view the balance of Cryptocurrencies in my RHC Account on the Robinhood Platform. RHC shall use commercially reasonable efforts to securely store the private keys associated with my Cryptocurrencies.

#### **10. Authorization to Offset; Remedies for Breach.**

a) *Authorization to Offset.* In the event that I fail to provide sufficient funds, have a negative USD balance in any Affiliated Accounts, or have an ACH transaction returned to my bank, I authorize you, at your option and without notice to me, to settle any and all negative balances in my RHC Account or Affiliated Account(s) or debts owed to you or your Affiliates by liquidating or otherwise transferring any assets in my RHC Account or any Affiliated Account to you or your Affiliates. You or your Affiliates may also charge any consequential loss to my RHC Account.

b) *Remedies for Breach.* I understand and agree that if you determine, in your sole discretion, that I have committed a breach or default under this Agreement, your AML Program, or the RHC Code of Conduct (such breach or default, a "Violation"), you shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided in this Agreement. I understand and agree that, in the event of one or more Violations, you may at any time, at your sole discretion and without prior notice to me: (i) prohibit or restrict my access to the use of the Robinhood Platform or related services and my ability to trade, (ii) refuse to accept any of my transactions, (iii) refuse to execute any of my transactions, (iv) terminate my RHC Account, and (v) debit from my RHC Account or any Affiliated Account any damages suffered by you as a result of the Violation. I further acknowledge and agree that if you determine, in your sole discretion, that I have colluded, coordinated, or collaborated with any other RHC user to commit a Violation, I and that user will be jointly and severally liable for the whole value of any damages to which you are entitled under this Agreement and any such amounts may be debited, in your sole discretion, from my RHC Account, such other user's account, or in each case, any Affiliated Account.

**11. Automated Customer Account Transfer Service.** I understand and agree that Robinhood Financial may, in its discretion, and I hereby authorize Robinhood Financial to, reject the complete transfer of securities I may hold in my RHF Account out to another brokerage account through the Automated Customer Account Transfer Service ("ACATS") if I have a nonzero Cryptocurrency balance in my RHC Account, until such time as I have liquidated my Cryptocurrency holdings in my RHC Account. I further understand that I may request a full transfer of the funds and securities in my RHF Account, and that RHF may accept that transfer request, but such request will not result in the transfer of the Cryptocurrencies, if any, in my RHC Account. I hereby agree and consent, that in the event I request a full transfer of funds and securities in my RHF Account to another brokerage account through the ACATS process, and I or my agent(s) inform you of such a request, I agree and consent that you may, in your discretion, promptly liquidate any remaining assets then held in my RHC Account and close my RHC Account in accordance with the terms of this Agreement, including without limitation the terms of Section 3(d) and Section 10.

**12. Withdrawals.** I understand and agree that, in order to send Cryptocurrencies in my RHC Account to an external wallet that I control (such process, a "Withdrawal"), I may be required to provide proof of identity, control over bank accounts associated with my RHC Account or Affiliated Accounts, and control over such wallet, among other information. I represent that I have sole control over any wallet to which I send Cryptocurrencies in connection with such a Withdrawal. I further understand and agree that RHC may delay any requested Withdrawals if RHC perceives a risk of fraud or illegal activity or if the Withdrawal otherwise violates RHC's AML program, and I understand that you may verify Withdrawal wallet addresses with third-party AML service providers. I understand that, once initiated on the network associated with the Cryptocurrency subject to the Withdrawal, Withdrawals will typically be processed at the speed of such network, but that in certain situations, Withdrawals may be delayed in connection with any latency, congestion, disruption, or other delay of such network. I understand that you cannot reverse a Withdrawal that has been broadcast to a Cryptocurrency network. I also understand that you reserve the right to cancel any pending Withdrawal as required by law or in response to a subpoena, court order, or other binding government order.

**13. Third-Party Information.** An "Information Provider" is any company or person who directly or indirectly provides RHC with information, including Cryptocurrency market data, quotations from Market Actors, and information that derives from any such information ("Third-Party Information"). I understand that RHC does not guarantee that the Third-Party Information provided on the Robinhood Platform is accurate, reliable, complete, timely, uninterrupted, error-free, or in the correct order. I agree that my use of the Third-Party Information is at my own risk. I understand and acknowledge that each Information Provider has a proprietary interest in the Third-Party Information that belongs to it. I understand and agree that I may use this Third-Party Information only for my own benefit. I may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide Third-Party Information to any other person or entity without RHC's written consent. I understand and acknowledge that, at any time, any or all Information Providers may discontinue disseminating any category of Third-Party Information, may change or eliminate any transmission method, and may change transmission speeds or other characteristics. The Information Providers or RHC shall not be liable for any resulting liability, loss or damages that may arise therefrom. **I ACKNOWLEDGE AND AGREE THAT RHC, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, AND THE INFORMATION PROVIDERS WILL NOT BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR, DELAY, FAILURE, OMISSION, INTERRUPTION, OR NON-PERFORMANCE OF ANY THIRD- PARTY INFORMATION, (B) RHC'S USE, DISPLAY, OR PROVISION OF SUCH THIRD- PARTY INFORMATION, OR (C) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY ANY SUCH INACCURACY, ERROR, DELAY, FAILURE, OMISSION, INTERRUPTION, OR NON-PERFORMANCE, IN ALL CASES WHETHER OR NOT ANY DAMAGES RESULTED FROM ANY NEGLIGENT ACT OR OMISSION OF ANY SUCH PARTY AND WHETHER OR NOT ANY SUCH PARTY WAS ADVISED IN ADVANCE OF THE LIKELIHOOD OF SUCH DAMAGES.**

**14. Effect of Attachment or Sequestration of Account.** You shall not be liable for refusing to obey any orders given by or for me with respect to my RHC Account that has been subject to an attachment or sequestration in any legal proceeding against me, and you shall be under no obligation to contest the validity of any such attachment or sequestration.

**15. Tax Reporting; Tax Withholding.** The proceeds of sale transactions will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

a) *U.S. Persons.* This subsection is applicable if I am a U.S. person (including a U.S. resident alien) as such term is defined in section 7701(a) of the Internal Revenue Code of 1986, as amended ("U.S. Person"). Under penalties of perjury, I certify that the taxpayer identification number that I have provided or will provide to you or any of your Affiliates in connection with an account opening (including any taxpayer identification number on any Form W-9 that I have provided or will provide) is my correct taxpayer identification number. I certify that I am not subject to backup withholding. If a correct Taxpayer Identification Number is not provided to you, I understand I may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to me. Backup withholding taxes are sent to the IRS and cannot be refunded by RHC or any of its Affiliates. I further understand that if I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties.

b) *Non-U.S. Persons.* This subsection is applicable if I am not a U.S. Person. I certify that I fully understand all the information on any Form W-8BEN that I have

submitted or will submit to you or one of your Affiliates in connection with an account opening. Under penalties of perjury, I declare that (i) I have examined all the information on any Form W-8BEN that I have submitted or will submit to you and (ii) to the best of my knowledge and belief all such information is true, correct, and complete. I authorize you or your Affiliates to provide any such Form W-8BEN to the Clearing Broker, any of your Affiliates, or any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new Form W-8BEN to you within thirty calendar days if any certification made on any previously submitted Form W-8BEN becomes incorrect.

**16. Arbitration.** RHC and I agree to attempt informal resolution of any dispute arising in connection with this Agreement, my RHC Account, or the RHC Services prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty calendar days of when it arises. Notice to RHC shall be sent to support@robinhood.com. RHC and I further agree that if we cannot solve such dispute informally, any such dispute shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes, and **RHC and I hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration.** The arbitration will occur, at my election, in the county of my domicile or in San Francisco, California and will be conducted confidentially by a single, neutral arbitrator. You agree to bear my attorney's fees, costs, and expenses, provided that I agree to pay the cost of the arbitration if you are the prevailing party in the arbitration. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. Any dispute between the parties will be governed by this Agreement 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. RHC and I further agree 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. Notwithstanding anything to the contrary in this Section, RHC and I retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of intellectual property rights, including copyrights, trademarks, trade secrets, database rights, and patents. In the event the prohibition on class arbitration or any other provision of this Section is deemed invalid or unenforceable, then I agree and understand that the remaining portions of the arbitration provisions in this Section will remain in full force and effect.

**17. API.** I agree to access my RHC Account only through the Robinhood Platform. Any other use is not authorized and I agree to refrain from using any application programing interface belonging to RHC or any of its Affiliates.

#### **18. Communications**

a) *Electronic Signatures.* I agree to transact business with you electronically. By electronically signing an application for an account, I acknowledge and agree that such electronic signature is valid evidence of my consent to be legally bound by this Agreement and such subsequent terms as may govern the use of your services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations.

b) *Modifications to the Agreement.* I acknowledge and agree that RHC may modify this Agreement from time to time and I agree to consult the Robinhood website (the "Website") from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of RHC's electronically stored copy of the Agreement.

c) *Telephone Conversations and Electronic Communications.* I understand and agree that you may record and monitor any telephone or electronic communications with me. Unless otherwise agreed in writing in advance, you do not consent to the recording of telephone conversations by any third party or me. I acknowledge and understand that not all telephone or electronic communications are recorded by you, and you do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. I also acknowledge and agree that you maintain and retain records of all information, activity, and communications relating to my RHC Account and use of RHC.

d) *Oral Authorization.* I agree that you shall be entitled to act upon any oral instructions given by me so long as you reasonably believe such instruction was actually given by me or my authorized agent.

e) *Consent to Electronic Delivery of Documents; Electronic Delivery System.* By agreeing to electronic delivery, I am giving my informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form. "Account Documents" include any trade confirmations, notices, disclosures, account statements, regulatory communications (such as privacy notices), tax-related documents, and any other information, documents, data, and records regarding my RHC Account and the RHC Services (including amendments to this Agreement) delivered or provided to me by RHC and any other parties. Account Documents may be sent to me at the mailing address for my RHC Account or the email address that I have given to you in my RHC Account application or at such other address as I may hereafter give you in writing or by email at least ten calendar days prior to delivery. All communications so sent, whether in writing or otherwise, shall be deemed given to me personally when sent or posted by or on behalf of RHC, whether actually received or not. I agree that if you send an email to the email address on record for my RHC Account, this constitutes "written notice" from RHC to me, and that the date of receipt is considered to be the date of transmission. I understand that it is my sole responsibility to ensure that any emails from you or your Affiliates are not marked as SPAM. I acknowledge that your primary methods of communication with me include (A) posting information via the Robinhood Platform, (B) sending email(s) to my email address of record, and (C) providing me with notice(s) that will direct me to the Robinhood Platform where I can read and print such information. Unless otherwise required by law, you reserve the right to post Account Documents on the Robinhood Platform without providing additional notice to me. Regardless of whether or not I receive an e-mail notification, I agree to check the Robinhood Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including RHC Account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold you, your Affiliates, and your and your Affiliates' respective officers and employees harmless for any such access regardless of the cause.

f) *Responsibility to Review Account Documents.* I agree to promptly and carefully review all Account Documents when they are delivered and notify RHC in writing within ten calendar days of delivery if I object to the information provided, except that the shorter time period provided in Section 3(c) shall control in the case of trade confirmations. If I fail to object in writing within ten calendar days of delivery, RHC is entitled to treat such information as accurate and conclusive.

g) *Costs.* Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. RHC and its Affiliates will not charge me additional online access fees for receiving electronic delivery of Account Documents.

h) *Revocation of Consent.* Subject to the terms of this Agreement, I may revoke or restrict my consent to electronic delivery of Account Documents at any time by notifying RHC in writing of my intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires RHC to provide me in paper form. I understand that if I revoke or restrict my consent to electronic delivery of Account Documents or request paper delivery of same, RHC, in its sole discretion, may charge me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to me electronically, restrict or close my RHC Account, or terminate my access to the RHC Service. I understand that neither my revocation or restriction of consent, my request for paper delivery, nor RHC's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while my consent was in effect.

i) *Duration of Consent.* My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or RHC revoke it. I understand that it may take up to three business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.

j) *Hardware and Software Requirements.* I understand that in order to receive and download electronic deliveries, I must have access to the Internet, a valid e-mail address, and the ability to download such applications as RHC may specify and to which I have access. I agree that I can download, save, or print any Account Documents I receive via electronic delivery for my records. I will maintain a valid e-mail address and continue to have access to the Internet.

**19. Legal Process.** I acknowledge and agree that you, as well as your Affiliates, service providers, their respective officers, directors, agents, employees, and representatives (collectively, the "RHC Representatives"), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which any of such RHC Representatives reasonably and in good faith believe to be valid. You or any RHC Representatives may, but are

not required to, notify me of such process by electronic communication. You or any RHC Representative may charge me for associated costs, in addition to any legal process fees. I agree to indemnify, defend, and hold all of the RHC Representatives harmless from all actions, claims, liabilities, losses, costs, attorney's fees, or damages associated with compliance with any process relating to me or my RHC Account that any RHC Representative reasonably believes in good faith to be valid. I further agree that you and any RHC Representative may honor any legal process, regardless of the method or location of service.

## **20. Limitation of Liabilities; Indemnification; No Warranties**

a) *Limitation of Liability.* Except as otherwise provided by law, I understand and agree that you, the Clearing Broker, any of your Affiliates, or your, your Affiliates', or the Clearing Broker's respective officers, directors, employees, or agents (each such entity, an "Indemnified Party") shall not be liable for any expenses (including legal expenses and attorneys' fees), losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines, and taxes of any kind or nature (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to my RHC Account, my use of the Robinhood Platform, the RHC Services, and other services provided by the Indemnified Parties under this Agreement, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from your, the Clearing Broker's or any of your Affiliates' gross negligence or willful misconduct. I also understand and agree that Indemnified Parties will have no responsibility or liability to me in connection with the performance or non-performance by any Market Actor or other third party (including banks) of their obligations relative to my RHC Account. I further understand and agree that Indemnified Parties will have no liability, to me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government actions or restrictions, force majeure events, or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive, or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with my RHC Account, my use of the Robinhood Platform, the RHC Services, and other services provided by Indemnified Parties under this Agreement. I ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF RHC TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.

b) *Automated Systems.* I consent to the use of automated systems or service bureaus by you and the Clearing Broker and your Affiliates and the Clearing Broker's affiliates in conjunction with my RHC Account, including automated order entry and execution, record keeping, reporting and account reconciliation, and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure of any computer hardware or software used by an Indemnified Party, or any telecommunications lines or devices used an Indemnified Party, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of my Losses arising out of or relating to a System Failure, Downtime, or any erroneous order or trade that prevents you from fulfilling your obligations under this Agreement, provided that you use commercially reasonable efforts to prevent or limit such erroneous order, trade, System Failure, or Downtime.

c) *Indemnification.* In addition, I agree that the Indemnified Parties shall have no liability for, and I agree to indemnify, defend, and hold harmless Indemnified Parties from, all Losses that result from: (i) my or my agent's misrepresentation or alleged misrepresentation, error of judgment, or act or omission, (ii) Indemnified Parties following my or my agent's directions or instructions, or failing to follow my or my agent's unlawful or unreasonable directions or instructions, (iii) any activities or services of the Indemnified Parties in connection with my RHC Account (including any technology services, reporting, trading, research or capital introduction services), or (iv) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to me. If I am a California resident, I hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If I am a resident of another jurisdiction, I hereby waive any comparable statute or doctrine. Further, if I authorize or allow third parties to gain access to your services, including my RHC Account or RHF Account, I will indemnify, defend and hold harmless you, your Affiliates, and your and your Affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. RHC does not warrant against loss of use or any direct, indirect or consequential damages or Losses to me caused by my assent, expressed or implied, to a third party accessing my RHC Account or RHF Account or associated information, including access provided through any other third party systems or sites.

d) *Legal Costs.* I agree to indemnify RHC for actual, reasonable legal costs and expenses directly related to my RHC Account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation that arise or relate to me or my use of my RHC Account or the RHC Services. I understand that, as a result, you will be entitled to charge my RHC Account for such costs without notice, including legal and enforcement related costs that you incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and RHC may place any amounts garnered from me in a separate account, and will pay to me the remaining balance after any noted issue has been resolved. Furthermore, I agree that where such actions relate to a specific asset in my RHC Account, that asset may not be transferred out of my RHC Account until the matter is resolved.

e) *NO WARRANTIES.* I UNDERSTAND AND AGREE THAT MY USE OF MY RHC ACCOUNT, THE RHC SERVICE, OR ANY OTHER SERVICE PROVIDED BY RHC OR ANY OF ITS AFFILIATES IS AT MY SOLE RISK. THE RHC SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

**21. Event of Death.** I agree that in the event of my death, the representative of my estate or the survivor or survivors shall give you written notice thereof as soon as practicable, and you may, before or after receiving such notice, take such actions, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in my RHC Account as you may deem advisable to protect you against any tax, liability, penalty, or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of my death, you shall not be responsible for any action taken on orders made prior to the actual receipt of notice of death and a reasonable amount of time thereafter for you to take the required measures. Further, you may in your discretion close out my RHC Account without awaiting the appointment of a personal representative for my estate and without demand upon or notice to any such personal representative. I shall continue to be liable to you for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by you of the written notice of the death or incurred in the liquidation of my RHC Account, and for all other obligations pursuant to this Agreement. Such notice shall not affect your rights under this Agreement to take any action that you could have taken if I had not died.

**22. Miscellaneous Provisions.** The following provisions shall also govern this Agreement:

a) *Interpretation.* The heading of each provision in this Agreement is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires, words using the singular or plural number also include the plural or singular number, respectively.

b) *Binding Effect; Assignment.* This Agreement shall bind my heirs, assigns, executors, successors, conservators, and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell or transfer my RHC Account and this Agreement, or any portion thereof, at any time, without my prior consent.

c) *Severability.* If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory, or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

d) *Website Postings.* I agree and understand that RHC or any of its Affiliates may post other specific agreements, disclosures, policies, procedures, terms and conditions that apply to my use of the Robinhood Platform or my RHC Account on the Website ("Website Postings"). I understand that it is my continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of my use.

e) *Entirety of Agreement.* This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and

the terms and conditions contained in my RHC Account statements and trade confirmations, contain the entire agreement between RHC and me and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between RHC and me, provided, however, that any and all other agreements between RHC and me, not inconsistent with this Agreement, will remain in full force and effect.

f) *Amendment.* You may at any time amend this Agreement without prior notice to me. The current version of the Agreement will be posted on the Website and my continued Account activity after such amendment constitutes my agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the Robinhood Platform or any other RHC services after such posting will constitute my acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about RHC services and any modifications to this Agreement. You are not bound by any verbal statements that seek to amend the Agreement.

g) *No Waiver; Cumulative Nature of Rights and Remedies; Non-Waiver of Rights.* I understand that your failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on your part to exercise any power or right given to you in this Agreement, or a continued course of such conduct on your part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to you in this Agreement are cumulative and not exclusive of any other rights or remedies to which you are entitled. This Agreement shall not be construed to waive rights that cannot be waived under applicable laws and regulations.

h) *Customers.* The products and services described on the Robinhood Platform are offered only in jurisdictions where they may be legally offered. The Robinhood Platform shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. I understand that you are based in the United States and that you accept only U.S. currency in your customer accounts.

i) *Relationship of the Parties.* I agree and understand that nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth in this Agreement.

j) *Change of Control.* I understand that in the event that RHC, its parent entity, or substantially all of the assets used in connection with providing the RHC Services is or are acquired by or merged with a third-party entity, RHC reserves the right, in any of these circumstances, to transfer or assign the information RHC has collected from me as part of such merger, acquisition, sale, or other change of control. k) *Survival.* All provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, debts owed, general use of the RHC Service, disputes with RHC, and general provisions, shall survive the termination or expiration of this Agreement.