



BY USING THE NORTH AMERICAN DERIVATIVES EXCHANGE, INC. D/B/A CRYPTO.COM | DERIVATIVES NORTH AMERICA WEB SITE, YOU ACCEPT AND AGREE TO COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT USE THIS SITE. ACCESS TO SOME PORTIONS OF THIS SITE IS RESTRICTED TO MEMBERS OF THE CRYPTO.COM | DERIVATIVES NORTH AMERICA EXCHANGE.

### OWNERSHIP OF CONTENT

Except as otherwise noted, all text, graphics, user interfaces, visual interfaces, trademarks, logos, and computer code (collectively "Content"), including but not limited to the design, structure selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the North American Derivatives Exchange, Inc. d/b/a crypto.com | Derivatives North America Website ("this Site") is owned by or licensed to crypto.com | Derivatives North America, and is protected by state, federal and/or foreign trademark, trade dress, copyright, patent and trade secret and all other applicable laws and treaty provisions. ALL RIGHTS RESERVED. All other trademarks, service marks, registered trademarks, product and service names, and company names or logos (collectively "Third Party Content") not owned by crypto.com | Derivatives North America that appear on the Site are the property of their respective owners ("Third Parties"). crypto.com | Derivatives North America is not affiliated with such Third Parties and neither the Third Parties, nor their affiliates, sponsor or endorse crypto.com | Derivatives North America in any way. crypto.com | Derivatives North America does not sponsor or endorse Third Parties, nor their affiliates or Third Party Content in any way.

### LIMITED LICENSE

Except as expressly provided below in this section, no part of this Site and no Content or Third Party Content may be reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, Web site or other medium for publication or distribution for any commercial purpose, without the prior express written consent of crypto.com | Derivatives North America for Content and applicable Third Party for Third Party Content.

You are hereby granted a non-exclusive license to use the material on this Site, but only while accessing this Site. You are also granted a license to print copies of any Content, but only for your personal use. You may not make any changes to the material you print, and you must include the copyright, trademark, and other proprietary notices exactly as they appear on the original. Except to the extent required for the purpose of reviewing material on this Site, electronic reproduction, adaptation, distribution, performance, and public display is prohibited. Commercial use of any of the Content is prohibited. Use of any of crypto.com | Derivatives North America's trademarks as metatags on other Web sites is also prohibited. You may not display this Site in frames without the express written consent of crypto.com | Derivatives North America, which may be requested by writing to [compliance@nadex.com](mailto:compliance@nadex.com).

If you want to put a link to this Site's Home Page in another Web site, please notify us in advance of your intention to do so and request approval from [crypto.com | Derivatives North America](mailto:compliance@nadex.com) by writing to [compliance@nadex.com](mailto:compliance@nadex.com).

### RESTRICTED ACTIVITIES AND COMPLIANCE WITH LAWS

Your information and your activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items or items you do not have the right to sell; (c) infringe or misappropriate any third party's intellectual property rights (including copyrights, patents, trademarks, and trade secrets) or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or contain pornography (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) create liability for crypto.com | Derivatives North America or cause crypto.com | Derivatives North America to lose (in whole or in part) the services provided herein.

### PRIVACY

crypto.com | Derivatives North America recognizes that when you choose to provide us with certain information about yourself, you trust us to act in a responsible manner. That is why we have put in place a Privacy Policy to protect your personal information. You should review this document before providing any personal data on the Site. Please read our Privacy Policy.

### LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT CRYPTO.COM | DERIVATIVES NORTH AMERICA AND ITS OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES (COLLECTIVELY "AFFILIATES") WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR: (A) ANY LOSSES ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH CRYPTO.COM | DERIVATIVES NORTH AMERICA OR ITS AFFILIATES DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES AND EQUIPMENT OR SOFTWARE MALFUNCTION), EXCHANGE OR MARKET RULINGS OR SUSPENSION OF TRADING; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR TRADING LOSSES) THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE PROVIDED BY CRYPTO.COM | DERIVATIVES NORTH AMERICA UNDER THIS AGREEMENT, EVEN IF AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

### NO WARRANTIES

CRYPTO.COM | DERIVATIVES NORTH AMERICA PROVIDES THIS SITE "AS IS" AND WITHOUT ANY WARRANTY, TERM OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. CRYPTO.COM | DERIVATIVES NORTH AMERICA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ADDITIONALLY, CRYPTO.COM | DERIVATIVES NORTH AMERICA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE WILL BE ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR-FREE.

### ACCURACY OF INFORMATION

You acknowledge that crypto.com | Derivatives North America neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of any information, commentary, quotations, recommendations, advice, investment ideas or other materials that may be accessed by you through this Site. This includes bulletin boards, message boards, chat services or other online conference or telecast by third party providers through the Site. crypto.com | Derivatives North America expressly disclaims any liability for such third party statements under criminal or civil laws relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law. If you choose to rely on such information, you do so solely at your own risk. You understand that the research, analysis, news or other information made available through this Site is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives, and the instruments and investment strategies discussed may not be suitable for you.

### LINKED WEBSITES

You acknowledge that when you access certain links on the Site you will leave the Site. crypto.com | Derivatives North America does not review any of the Web sites linked to this Site and does not endorse or accept any responsibility



for the content of such Web sites or the products, services or other items offered through such Web sites, and therefore advises you that your access by link to third party sites is at your own risk.

#### SUBMISSION OF IDEAS

It is a policy of crypto.com | Derivatives North America not to accept the submission of ideas, suggestions, improvements, concepts, techniques (collectively "Submissions") from the general public, unless a Membership Agreement is signed prior to or in conjunction with such Submission. If you decide to send a Submission to crypto.com | Derivatives North America prior to signing a Membership Agreement, you do so at your own risk. ANY SUBMISSIONS THAT YOU SEND TO CRYPTO.COM | DERIVATIVES NORTH AMERICA PRIOR TO SIGNING THE MEMBERSHIP AGREEMENT WILL BE DEEMED NON-CONFIDENTIAL AND IN THE PUBLIC DOMAIN. CRYPTO.COM | DERIVATIVES NORTH AMERICA WILL DEEM ITSELF FREE TO USE THEM WITHOUT ACKNOWLEDGING OR COMPENSATING YOU IN ANY WAY.

#### NO ADVICE

You acknowledge that the Site does not provide you with any legal, tax, estate planning or accounting advice or advice regarding the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter. You acknowledge that crypto.com | Derivatives North America employees are not authorized to give any such advice, and you will neither solicit nor rely on any investment advice from any crypto.com | Derivatives North America employee. Unless otherwise specified, any information provided through this Site will not be used or considered by you as a recommendation that you buy, sell or hold a particular financial instrument or pursue any particular investment strategy. This information is not an offer, or a solicitation of an offer, to buy or sell any particular financial instrument from crypto.com | Derivatives North America.

#### ENTIRE AGREEMENT FOR NON-MEMBERS

For users who are not Members of the crypto.com | Derivatives North America Exchange, these Terms of Use constitute the entire agreement between you and us relating to your access to and use of the Site and supersede any prior or contemporaneous representations or agreements, oral or written. Any rights not expressly granted by these Terms of Use are reserved by crypto.com | Derivatives North America. These Terms of Use may not be modified except by use as set forth in the Amendments section below. In addition to this Terms of Use, Members of the crypto.com | Derivatives North America Exchange are bound by additional Terms and Conditions including, but not limited to the Membership Agreement, Risk Disclosure Document and Privacy Policy.

#### AMENDMENTS

crypto.com | Derivatives North America reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of this Site following the posting of changes will mean that you accept and agree to the changes.

#### VOID WHERE PROHIBITED

crypto.com | Derivatives North America administers and operates the [www.nadex.com](http://www.nadex.com) Site from its location in Chicago, Illinois, USA, and crypto.com | Derivatives North America makes no representations regarding the legality of access to or use of the Site or the Content from other countries. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. crypto.com | Derivatives North America reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any product or service made on the Site is void where prohibited. If you access the Site from outside the United States, you do so at your own risk and you are solely responsible for complying with applicable local country and US export laws.

#### GOVERNING LAW

These Terms of Use shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, as applied to contracts made and to be performed in Illinois, without applying conflict of law rules.

#### DISPUTE RESOLUTION

All disputes arising out of or relating to these Terms of Use or the Site shall be resolved by binding arbitration held in Cook County, Illinois, USA, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except that crypto.com | Derivatives North America is not required to arbitrate any dispute regarding confidentiality; infringement, misappropriation, or misuse of any intellectual property right; or any other claim where interim relief from a court is sought to prevent serious and irreparable injury to crypto.com | Derivatives North America or any other person or entity.

#### SEVERABILITY

If any provision of these Terms of Use is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms of Use as possible.