

Levana Terms and Conditions

Last updated: October 6, 2022

THIS TERMS AND CONDITIONS DOCUMENT CONTAINS AN ARBITRATION PROVISION. IF YOU ARE ACCESSING OUR SERVICES AND WE CANNOT RESOLVE A DISPUTE THROUGH OUR USER OPERATIONS TEAM, THE DISPUTE MUST BE SETTLED IN ARBITRATION AS SET FORTH IN SECTION 11. BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY AND ABILITY TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

This Terms and Conditions Agreement (“**Agreement**”) is between the Levana Foundation, an exempted foundation company incorporated under the laws of the Cayman Islands, the registered office of which is situated at 23 Lime Tree Bay Avenue, George Town, Grand Cayman, Cayman Islands, KY1-1002 (“Levana”, “we”, “us”, or “our”) and you (and the company you work for if you are accessing the Services on behalf of such company) (“you”).

1. GENERAL

1.1 By accessing or using the Services, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy, Cookie Policy, Law Enforcement Policy, and Trading Principles (collectively, “Supplemental Agreements”). These additional agreements are incorporated by reference to this Agreement (meaning you also agree to these Supplement Agreements).

1.2 You will see a number of capitalized terms in this Agreement. These capitalized terms will be defined in the sentence they are used or in Section 18 at the end of this Agreement.

1.3 This Agreement applies to all Levana Services.

1.4 You affirm that you are at least 18 years old and have the capacity to enter into this Agreement. If you are accessing the Services on behalf of the company you work for, you also affirm you have the capacity to enter into this Agreement on behalf of such company.

1.5 We may change the terms of this Agreement and any Supplemental Agreement at any time. Any changes will take effect when posted in one of our Services (such as our website or mobile or desktop applications), and your continued use of the Services means you have accepted these changes.

2. THE SERVICES

2.1 We grant you a revocable, limited, nonexclusive, non-transferable license to access and use the Services. Your access and use of the Services is conditioned on your compliance with this Agreement.

2.2 We may provide you with credentials to access some of the Services. You are solely responsible for maintaining the security of your credentials. You agree that Levana will not be held responsible for any unauthorized access to the Services (or any resulting harm from such unauthorized access).

2.3 Your use of any of the Services is subject to various laws, regulations, and rules of governmental or regulatory authorities applicable to you and our Services (“Applicable Law”). You agree to comply with all Applicable Law.

2.4 In order to use some of the Services, you will need to satisfy an onboarding process, along with our Compliance Program. For example, we may have to verify your identity or source of funds, or ask you for additional information. We may request personally identifiable information such as network address, name, email, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may reasonably deem helpful in satisfying our risk management or legal obligations. In providing this information to us, you represent that it is accurate and you agree to update your User Account and/or Wallet Account information promptly, but in no event later than 14 days following any change in your information. If you fail to provide us with needed information, or keep your information updated, some Services may not be available to you (and you might not be able to access your funds).

2.5 We will use the Services to communicate with you (such as our website or mobile applications). We may also use the email address or telephone number you provide us.

2.6 We may enable or disable any or all of the Services, your access to such Services, or your User Account or Wallet Account at any time and for any reason. You may close your User Account or Wallet Account at any time and for any reason. Depending on the Services available to you, we may require you to take certain actions in order to complete a pending transaction or provide additional information prior to closing your User Account or Wallet Account. You are solely responsible for any fees already incurred or associated with the closing of your User Account and Wallet Account, whether incurred directly by you from Levana, or incurred by Levana on your behalf with a third party in order to complete any such action. Please note that closing your accounts may not result in the deletion of information we hold about you or your activity.

3. WALLET

The following terms apply to your use of Wallet (also known as the “Private Key Wallet”). By using Wallet, you agree to this Section 3.

3.1 The Wallet is only capable of supporting certain Digital Assets, as designated by us. You may not attempt to store any Digital Assets in your Wallet which we do not support.

3.2 When you create a Wallet, the Wallet software generates a cryptographic private and public key pair that you may use to send and receive any supported Digital Assets via the relevant Digital Assets network. It is imperative that you keep a backup of all Wallet credentials, including your passphrases, identifiers, backup phrases, private keys and network addresses (and you keep this backup outside of the Services). If you do not maintain a backup of your Wallet data outside of the Services, you will not be able to access Digital Assets previously accessed using your Wallet in the event that we discontinue or no longer offer some or all of the Services,

or you may otherwise lose access to Digital Assets. We are not responsible for maintaining this information on your behalf.

Risk Disclosures Relating to the Wallet:

(1) In order to be completed, any Digital Assets transaction created with the Wallet must be confirmed and recorded in the Digital Assets ledger associated with the relevant Digital Assets network. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which are not owned, controlled or operated by Levana.

(2) Levana has no control over any Digital Assets network and therefore cannot and does not ensure that any transaction details you submit via our Services will be confirmed on the relevant Digital Assets network. The transaction details you submit via our Services may not be completed, or may be substantially delayed, by the Digital Assets network used to process the transaction. We do not guarantee that the Wallet can transfer title or right in any Digital Assets or make any warranties whatsoever with regard to title.

(3) Once transaction details have been submitted to a Digital Assets network, we cannot assist you to cancel or otherwise modify your transaction or transaction details. Levana has no control over any Digital Assets network and does not have the ability to facilitate any cancellation or modification requests.

3.3 Forks

(a) The underlying protocols are likely to be subject to sudden changes in operating rules (i.e. a Fork or a Hard Fork). Forks may materially affect the value, function, and/or the name of Digital Assets you store in your Wallet Account. Where possible, we may provide you with notices or alerts on Forks and you must read such notices or alerts received from us to consider how to deal with upcoming Forks.

(b) It is your responsibility to make yourself aware of, and consider how to deal with, upcoming Forks. In the event of a Fork or other network disruption, there is a risk that we may need to temporarily suspend operations in relation to that Fork without providing advance notice to you. We may decline to support either or both branches of a Fork. You acknowledge the risks presented by Forks and you accept that we have no responsibility to assist you to move or sell an unsupported branch of a forked protocol and understand that the unsupported forked digital assets may not be made available to you. Levana is not responsible for any loss incurred by you caused in whole or in part, directly or indirectly, by a Fork or other network disruption.

3.4 No Password Retrieval.

(a) With respect to the Wallet, Levana does not receive or store your Wallet password, nor any keys, network addresses or transaction history. We cannot assist you with Wallet password retrieval. You are solely responsible for remembering, storing and keeping secret your Wallet password. Any Digital Assets you have associated with such Wallet may become inaccessible if you do not know or keep secret your Wallet password. Any third party with knowledge of one or more of your credentials (including, without limitation, a backup phrase, wallet identifier or password) can dispose of Digital Assets in your Wallet.

(b) When you create a Wallet, you must: (i) create a strong password that you do not use for any other website or online service; (ii) provide accurate and truthful information; (iii) protect and keep secret all credentials for the Wallet; (d) protect access to your device and your Wallet; (iv) promptly notify us if you discover or otherwise suspect any security breaches related to your Wallet; and (v) use the backup functionality provided through the Wallet and safeguard your backup files. You agree to take responsibility for all activities that occur with your Wallet and accept all risks of any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.

3.5 Levana does not currently charge a fee for receiving, sending or controlling Digital Assets in your Wallet. However, we reserve the right to do so in the future. Network fees (including, without limitation “miner’s fees”) required to use a Digital Assets network may apply to a transaction. We may attempt to calculate such a fee for you. Our calculation may not be sufficient, or it may be excessive. You may select a greater or lesser fee. You are solely responsible for selecting and paying any such fee and Levana shall not advance or fund such a fee on your behalf. Levana shall not be responsible for any excess or insufficient fee calculation.

4. TRADING ACCOUNT

The following terms apply to your use of a Trading Account. By using a Trading Account, you agree to this Section 4. The Trading Account is provided to you exclusively by the Levana Foundation.

4.1 Any Digital Assets you purchase using fiat currency in the Wallet will be held in the Trading Account on your behalf. All Digital Assets held in your Trading Account will be held on trust by Levana for your benefit, on a custodial basis. Among other things, this means that:

(a) Except as expressly set forth in this Agreement, title to the Digital Assets remains and shall at all times remain with you and shall not transfer to any company. As the owner of Digital Assets in your Trading Account, you bear all risk of loss of such Digital Assets. Levana shall not have any liability for fluctuations in the fiat currency value of Digital Assets held on your behalf in your Trading Account.

(b) None of the Digital Assets in your Trading Account are the property of, or shall or may be loaned to, Levana; Levana does not represent or treat assets in a user’s Trading Account as belonging to Levana. Levana may not grant a security interest in the Digital Assets held on your behalf in your Trading Account. Except as required by a facially valid court order, or except as provided in this Agreement, Levana will not sell, transfer, loan, hypothecate, pledge or otherwise alienate Digital Assets on your behalf in your Trading Account unless instructed by you or compelled by a court of competent jurisdiction to do so.

(c) You control the Digital Assets held on your behalf in your Trading Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Digital Assets by sending it to a different Levana address controlled by you or a third party. In the event you wish to transfer Digital Assets into the Wallet, you may be prompted to set up a backup phrase in order to do so.

(d) In order to more securely custody assets, Levana may use shared Levana addresses, to hold Digital Assets held on behalf of customers and/or held on behalf of Levana. Your Digital Assets are segregated from other customers' Digital Assets and Levana's own Digital Assets by way of separate ledger accounting entries for customer and Levana accounts. We will maintain true, complete and accurate records of your Digital Assets held on your behalf and your ownership thereof. Notwithstanding the foregoing, although we maintain separate ledger accounting entries for customer and Levana accounts, Levana shall have no obligation to segregate by Levana address Digital Assets owned by you from Digital Assets owned by other customers or by Levana.

4.2 When you place purchase orders in the Trading Account, we may impose minimum holding periods in respect of any Digital Assets that you have purchased which may last up to a maximum of 7 days. These minimum holding periods are necessary to enable us to carry out effective fraud prevention measures and to ensure that the fiat currency leg of any given transaction has settled. After this minimum holding period elapses, you may trade your Digital Assets in the ordinary way.

4.3 You may not cancel, reverse or change any transaction in the Trading Account. We may suspend, delay, redirect, reverse or cancel any transaction at any time and for any reason. For example, and without limitation, we may do so if we suspect any risk of fraud, crime, breach of this Agreement, or illicit activity. You will bear the costs of any network fees charged in respect of such suspension, delay, redirection, reversal or cancellation.

4.4 We may implement transaction limits in the Trading Account. These may vary based on a variety of factors, including, without limitation, the time of your transaction, your location, the Digital Assets purchased, and the Digital Assets sold. We may implement, raise and lower transaction limits in the Trading Account in our sole discretion.

4.5 If you reverse a payment instruction initiated with your bank, payment services provider or equivalent or part of a transaction fails for any reason which results in your Trading Account having a negative balance, we may liquidate any assets held in any account you hold with us (including the User Accounts) to offset and reduce the negative balance. You remain fully responsible for settling the balance and we may engage debt collectors to pursue any outstanding debt on our behalf.

5. THIRD PARTY CONTENT

In using the Services, you may view content or services provided by third parties, including links to web pages and services of such parties ("Third Party Content"). We do not control, endorse or adopt any Third Party Content. We have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk. [available here.](#)

6. GENERAL RISK FACTORS

6.1 Levana does not give investment, tax, legal, or other professional advice by allowing you to use the Services, the ability to purchase, sell, or store Digital Assets, and we do not recommend, or endorse that you purchase or sell Digital Assets, or make any investment. Before engaging in any transaction or investment activity, you should consult a qualified professional. You acknowledge that (a) you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for you; (b) you are familiar with the operation of Digital Asset trading and have the experience required to use the Services; and (c) you are responsible for determining whether using the Services is legal in your jurisdiction and you shall not use any of the Services if such use is illegal. Your use of the Services requires you to bear risks for which we will not be held responsible. We list some, but not all of these risks below:

(a) Hardware, software or connections required to interact with a Digital Assets network might fail, succumb to malware, unauthorized access or malicious attacks. Third parties may obtain unauthorized access to the Services, including, but not limited to your public and private keys. Levana shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.

(b) Forks, unknown vulnerabilities in or unanticipated changes to the network protocol may cause losses to you or others. Levana has no control over any cryptocurrency network and shall not be responsible for any harm occurring as a result of the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions.

(c) The risk of loss of value in using Services involving Digital Assets may be substantial and losses may occur over a short period of time. In addition, price and liquidity are subject to significant fluctuations that may be unpredictable. The price (which can go up or down and even drop to zero) and liquidity of Digital Assets have been subject to large fluctuations in the past and may be subject to large fluctuations in the future.

(d) Digital Assets are not legal tender and are not backed by any sovereign government. In addition, legislative and regulatory changes at the state, federal or international level may adversely affect the use, transfer, exchange and value of digital assets. It is possible that in the future, certain laws, regulations, policies or rules relating to digital assets may be implemented, which would directly or indirectly affect or restrict your interaction with Levana and your ability to use, transfer or exchange Digital Assets.

(e) When placing a “market order” in a Digital Assets, your order will be executed immediately at the current market price. Market orders do not carry a limit price and will trade with anything on the order book. During periods of high volume, fast market conditions, illiquidity, or volatility in the marketplace, the actual price that a market order is executed at may be different from the best price indicated at the time of your order, and in some cases significantly so. The timing of transactions may be affected by matters in the Levana and the application of the relevant protocols.

(f) Under certain market conditions you may find it difficult to liquidate a position. In such circumstances, the market may not have sufficient demand to meet your request to execute such a transaction. Placing contingent orders, such as a “stop” or “limit” order does not guarantee your potential loss will be limited to an intended amount, as market conditions may make it difficult to execute such orders. You may suffer losses due to orders executing at lower or higher values than anticipated or requested.

(g) Digital Assets transactions may not be reversible. Once you send Digital Assets to an address, you may lose access to your Digital Assets temporarily or indefinitely. For example, an address may have been entered incorrectly, or an address may belong to an entity that will not return your Digital Assets. Digital Assets mistakenly sent to an address we do not control may not be recoverable.

6.2 By using the Services, you agree that the data sources that maintain your accounts and any third parties that interact with your Credentials or account data in connection with our service are not liable for any loss, theft, compromise, or misuse whatsoever in connection with our services (including negligence), except to the extent such liability cannot be limited under Applicable Law.

6.3 Data sources make no warranties of any kind related to the data provided by our services-whether express, implied, statutory, or otherwise. No data provided by us is an official record of any of your accounts.

7. GENERAL PROVISIONS

7.1 Intellectual Property.

(a) Unless otherwise indicated by us, the Services and any other material or content provided by Levana, and all intellectual property rights therein, are the property of Levana or our licensors or suppliers. We do not give any implied license for the use of the contents of the Services.

(b) You accept and acknowledge that the material and content contained in or delivered by the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Services as set forth in this Agreement.

(c) You further acknowledge that any other use of content from the Services is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights. You agree to retain all copyrighted and other proprietary notices contained in the material provided via the Services on any copy you make of the material but failing to do so shall not prejudice Levana’s intellectual property rights therein.

(d) You may not sell or modify materials derived or created from the Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials on any other website or on a file-sharing or similar service for any purpose is strictly prohibited. You may not copy any material or content derived or created from the Services without our express, written permission.

(e) Any rights not expressly granted in this Agreement to use the materials contained on or through the Services are reserved by Levana in full.

7.2 Levana may, from time-to-time, respond to requests from third parties, courts, law enforcement, regulators and policymakers by producing certain information about or relating to your use of the Services. See our Law Enforcement Policy for additional details on how we respond to such third party requests.

7.3 Depending on the Services used by you, Levana reserves the right, in our sole discretion, to create and maintain certain records of your activity and communications relating to your User Account or Wallet Account.

7.4 Death of account holder.

(a) For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your User Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new User Account, as further described below, and the entirety of your User Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died.

(b) Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid will or similar testamentary document will be required to open a new User Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your User Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a will, a living trust or a small estate affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your User Account.

(c) Pursuant to the above, the opening of a new User Account by a designated fiduciary is mandatory following the death of a User Account owner, and you hereby agree that your fiduciary will be required to open a new User Account and provide any requisite information under this Agreement in order to gain access to the contents of your User Account.

8. FEEDBACK AND COMPLAINTS

8.1 If you provide any suggestions, ideas, feedback, or recommendations to us regarding the Services (“{b1}”), we may use this Feedback for any purpose and without any obligation to you. By providing us with Feedback, you give us a worldwide, perpetual, irrevocable, transferable, sublicensable, fully paid and royalty-free license to use and exploit in any manner any and all Feedback. By submitting Feedback, you waive any moral rights to the fullest extent permitted under law.

8.2 We shall use commercially reasonable efforts to supply email-based technical support services, but cannot guarantee immediate responses, especially during times of high volume.

9. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

9.1 You represent and warrant to us that you: (a) are not located in, under the control of, or a resident of any Restricted Location or any country to which the United States has embargoed goods and services; (b) are not identified as a “Specially Designated National” by the United States Treasury Department; and (c) will not use the Services if you are prohibited by any Applicable Law from doing so.

9.2 When accessing or using the Services, you agree that you are solely responsible for your conduct while accessing and using our Services. Without limiting the generality of the foregoing, you agree that you shall not:

(a) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

(b) use the Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;

(c) use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

(d) use or attempt to use another person’s User Account or Wallet Account, or credentials without authorization;

(e) attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;

(f) introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;

(g) develop any third-party applications that interact with our Services without our prior written consent;

(h) provide false, inaccurate, or misleading information; or

(i) encourage or induce any other person to engage in any of the activities prohibited under this Section.

9.3 We endeavor to verify the accuracy of any information displayed, supplied, passing through or originating from the Services, but such information may not always be accurate or current. We cannot and do not guarantee the timeliness, accuracy or completeness of any information (whether pricing, exchange rate or otherwise) provided in connection with any Digital Asset or your holding or trading of or in the same. Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility.

9.4 LEVANA DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY LEVANA ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, (A) REGARDING THE CONTENTS OF THE SERVICES, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE SERVICES, ANY HYPERLINKS TO THIRD PARTY WEBSITES, OR THE SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SERVICES, OR ANY WEBSITE LINKED TO THE SERVICES (B) THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU ACKNOWLEDGE THAT LEVANA MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END USER, AND THAT LEVANA'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF YOU ONLY, AND NOT FOR THE BENEFIT OF ANY OTHER PERSON. IN ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF LEVANA OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

9.5 You agree to indemnify and hold harmless Levana, its affiliates, subsidiaries, directors, managers, members, officers, employees, and other customers, from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials or User Account in connection with: (a) use of the Services; or (b) a reversal of payment instructions by you which results in a negative account balance; (c) breach of this Agreement or any other policy; (d) false, incomplete, or misleading information relied upon by us to verify your identity and source of funds, where applicable; or (e) violation of any rights of any other person or entity; provided however, that you shall not indemnify Levana for claims or losses arising out of Levana's gross negligence or willful misconduct as determined by final order of a court of competent jurisdiction. This indemnity shall apply to your successors and assigns and shall survive any termination or cancellation of this Agreement.

9.6 Limitation of Liability.

(a) Levana shall not be liable to you or anyone else for any loss or injury resulting directly or indirectly from your use of the Services, including any loss caused in whole or part by any inaccuracies or incompleteness, delays, interruptions, errors or omissions, including, but not limited to, those arising from the negligence of Levana or contingencies beyond its control in procuring, compiling, interpreting, computing, reporting, or delivering Levana, the Services thereon or the information therein. In no event will Levana be liable to you or anyone else for any decision made or action taken by you in reliance on, or in connection with your use of the Services or the information therein.

(b) IN NO EVENT SHALL LEVANA, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR: (I) ANY AMOUNT GREATER THAN THE VALUE, IN U.S. DOLLARS, OF THE DIGITAL ASSETS AT ISSUE IN THE CLAIM AT THE TIME OF THE TRANSACTION OR EVENT GIVING RISE TO THE CLAIM; OR (II) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF

LEVANA HAD BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(c) UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY DIGITAL ASSETS AS DAMAGES, OR SHALL YOU BE ENTITLED TO SPECIFIC PERFORMANCE OR ANY OTHER SIMILAR REMEDY. YOU AND WE AGREE THAT ANY CALCULATIONS OF DAMAGES BASED IN ANY WAY ON THE VALUE OF DIGITAL ASSETS SHALL BE BASED ON THE LOWEST VALUE OF THE DIGITAL ASSETS DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

(d) WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH VIRUSES, NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (B) THE CHANGE IN VALUE OF ANY CRYPTOCURRENCY; (C) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (D) FORCE MAJEURE EVENT (INCLUDING BUT NOT LIMITED TO (I) ACTS OF GOD, NATURE, COURT OR GOVERNMENT; (II) FAILURE OR INTERRUPTION IN PUBLIC OR PRIVATE TELECOMMUNICATION NETWORKS, COMMUNICATION CHANNELS OR INFORMATION SYSTEMS; (III) ACTS OR OMISSIONS OF ACTS OF A PARTY FOR WHOM LEVANA IS NOT RESPONSIBLE; (IV) DELAY, FAILURE, OR INTERRUPTION IN, OR UNAVAILABILITY OF, THIRD PARTY SERVICES AND SITES; (V) STRIKES, LOCK-OUTS, LABOUR DISPUTES, WARS, TERRORIST ACTS AND RIOTS; AND (VI) VIRUSES, MALWARES, OTHER MALICIOUS COMPUTER CODES OR THE HACKING OF LEVANA'S SYSTEMS).

(e) THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.7 Any and all of our indemnities and warranties (whether express or implied) are hereby excluded to the fullest extent permitted under law except as set forth in this Agreement. Nothing in this Agreement excludes or limits liability which may not be limited or excluded under Applicable Law.

10. MISCELLANEOUS

10.1 It is your responsibility to determine what, if any, taxes apply due to your use of Levana Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Levana is not responsible for determining whether taxes apply to your Digital Assets transactions or for collecting, reporting, withholding or remitting any taxes arising from any Digital Assets transactions.

10.2 A party's failure or delay to enforce, or partially enforce, any provision of this Agreement shall not be construed as a waiver of any rights.

10.3 A party shall not be deemed to have breached this Agreement if that breach was due to a Force Majeure Event (and the nonbreaching party shall not be permitted to recover any losses or damages for such breach).

10.4 In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to

make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

10.5 This Agreement shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent of Levana, which may be withheld in Levana's sole discretion. We may assign rights or delegate duties under this Agreement in our sole discretion.

10.6 You and Levana are independent contractors for purposes of this Agreement. Nothing in this Agreement shall create any partnership, joint venture, agency, consultancy or trusteeship.

10.7 This Agreement, along with the Supplemental Agreements, constitute the entire agreement among the parties with respect to the subject matter described in this Agreement.

10.8 Please note that all formal legal documents and claims must be formally and properly served on the correct Levana entity according to governing law.

11. DISPUTE RESOLUTION FOR ALL USERS

11.1 Any dispute between you and us arising out of or relating to our products, services, this Agreement or our relationship as created by this Agreement (whether arising out of contract, tort, statute or any other manner) shall be settled in arbitration.

11.2 The arbitration will be conducted by a single, neutral arbitrator mutually agreed upon by the parties and shall take place in the Cayman Islands, in the English language. The arbitrator shall apply the law of the Cayman Islands, without regard to its conflict of laws principles. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitration decision may be enforced in any court in the Cayman Islands. The arbitrator shall resolve the dispute and is empowered with the exclusive authority to resolve any dispute relating to the scope, interpretation, applicability or enforceability of these terms or the formation of this Agreement, including the arbitrability of any dispute and any contention that all or any part of this Agreement is unconscionable, void or voidable. You agree that the arbitrator shall have the authority to order relief, and you agree to abide by all decisions and awards rendered in such a proceeding, which shall be final and conclusive. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. The prevailing party in any action or proceeding brought under this Section shall be entitled to reasonable costs and attorneys' fees to the extent permitted. If the arbitrator(s) or administrator imposes filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. If the invalidity or unenforceability of a provision causes a dispute to proceed in a court instead of arbitration, the parties agree that such court must be located in the Cayman Islands, applying the Cayman Islands' law.

11.3 By entering into this Agreement, you expressly waive your right to a trial by jury and right to participate in a class action lawsuit. You further agree that the arbitration will take place on an individual basis, that class arbitrations and class actions are not permitted, and that you are agreeing to give up the ability to participate in any class action. For avoidance of doubt, you are agreeing to give up the ability to bring a lawsuit in court (except small claims discussed herein); and you are giving up the ability to bring or participate in a class action in any form or forum, even if your dispute is determined not to be subject to arbitration.

11.4 If an arbitrator (or a court, if a court determines it can evaluate the issue) decides that applicable law precludes enforcement of any of Section 17 as to a particular claim or request for a remedy, then that claim or remedy (and only that claim or that remedy) must be severed from the arbitration and may be brought in court as set forth in Section 17.2. An arbitrator (or a court, if a court determines it can evaluate the issue) may sever any portion of this Section 17 that it finds to be unenforceable, except for the prohibitions on any claim being handled on a class or representative basis. If, however, the waiver of class or consolidated actions is deemed invalid or unenforceable as it relates to a particular claim or dispute, neither you nor we are entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 17.2. This provision does not prevent you or us from participating in a class-wide settlement of claims.

11.5 This Section 17 will survive any termination of your relationship with us. If any provision of this Agreement shall be deemed unlawful, invalid or otherwise unenforceable, then that provision shall be deemed severable from this Agreement. Severing any such provision from this Agreement shall not affect the validity and enforceability of any remaining provisions, except as otherwise noted herein.

12. DEFINITIONS

Compliance Program means the requirements set by Levana for collecting, verifying, recording and reporting information about you, upon first accessing certain Services and on an ongoing basis, whether for our business risk-management purposes or to comply with legal requirements applicable to us.

Digital Assets means any digital assets, digital currency, cryptocurrency, cryptoasset, stablecoin, tokenised asset (or other such similar term) accepted by Levana, but does not include a derivative of a Digital Assets, or a security, as defined under Applicable Law.

Force Majeure Event means any event beyond the party's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, failure in bank performance, or equipment or software malfunction including network splits or "forks" or unexpected changes in a computer network upon which the Services rely.

Fork means a change to the underlying protocol of a Digital Assets network that results in more than one version of a Digital Assets, the result of which may be one or more versions that are not supported by Levana.

Hard Fork means a permanent protocol divergence of a Digital Asset in a block chain.

Restricted Location means any sanctioned country according to the up-to-date lists of the US Office of Foreign Assets Control (OFAC), the United Nations, the European Union and any EU Member State, HM Treasury (UK) or equivalent authority;

Services means any (a) Levana website, mobile and desktop applications or other Levana platforms; and (b) the products and services made available by Levana.

Trading Account means the functionality within the Wallet that permits you to buy and hold Digital Assets on a custodial basis with Levana.

User Account means an account in a customer's name kept by Levana for the benefit of such customer for use.

Wallet means the wallet software published by Levana, consisting of software that permits you to self-custody Digital Assets, organize network addresses, view transaction history and transact in Digital Assets as set forth in Section 3.

Wallet Account means an account, opened by you with Levana, through which you may access your Wallet.