

## Coin Rivet Terms & Conditions

Coin Rivet is a trading name of Galias Services Inc, a private limited liability company registered in Canada, under company number 2025192044 and whose registered office is at Suite #229, 6030 88ST NW, Edmonton, Alberta, Canada, T6E6G4 (“Coin Rivet”, “Company”, “we”, “us” or “our”). Galias Services Inc is authorised by FINTRAC as a Money Service Business (MSB No. M23673772).

These terms and conditions (“Terms”) govern the use of the Services (as defined below), which are provided to any person whose application we approve (“you” or “your”). Any capitalised terms within these Terms mean that they are a defined contractual term, for which a definition will be found in Section 1 or otherwise as defined in these Terms.

By activating your Coin Rivet Account (as defined below) with us, you confirm that you have read, understood, and agree to these Terms. We recommend that you print a copy of these terms for future reference and check this page regularly to stay up to date with any changes to these terms.

These Terms refer to the following additional terms, which also apply to your use of the Services and should be read in conjunction with these Terms, along with any other additional terms we may publish from time to time:

- **Our Risk Statement**, which outlines some of the most common risks of trading cryptocurrencies which you must read before deciding to make a Digital Currency Transaction.
- **Our Privacy Policy**, which sets out the terms on which we process your personal data. You agree that any and all personal data provided by you is accurate and complete.
- **Our Cookie Notice**, relevant to web access to Coin Rivet Software is found on the Coin Rivet website which sets out information about the cookies used on our website.
- **Our Fee Schedule**, which sets out the terms on which we will charge Fees for the use of our Services and any other fees that may apply.

By agreeing to these Terms, you agree that you have read, understood, and accept these Terms as well as our Privacy Policy, Cookie Notice and Fee Schedule, and you acknowledge and agree that you will be bound by such terms, policies and notices. These Terms, together with the additional terms above, constitute the entire agreement and understanding with respect to the access or use of any or all of the Software and/or Services. These Terms may be accepted electronically, and you understand and agree that such acceptance shall be deemed to be as binding as an original signature being signed to these Terms by you.

## **Important Information and Disclaimers**

We do not hold any FIAT Currency on your behalf, we only hold Digital Currency. Any FIAT Currency is held by a Connected Payment Partner.

You are solely responsible for understanding and complying with any and all Applicable Laws of your specific jurisdiction or any other jurisdiction in which you may be located in from time to time that may apply to you in connection with your use of any and all of our Services.

Digital Currency are primarily used by speculators and can be highly risky, due to the fact that they are traded throughout the day without limits or protection on the rise or fall in their price, and market makers, global government policies and regulators, and public opinion may cause major irreversible fluctuations in their prices. You acknowledge, understand, and agree that investment in Digital Currency may result in substantial or complete loss of your investment and therefore you are advised to use your ability to bear any such loss to determine the size of your investment. Any and all profits or losses arising therefrom will your sole responsibility and we shall not be held liable to any extent whatsoever. **There is no guarantee against losses on the Software or through use of the Services.** We assume no responsibility for the maintenance, security, and proper function of the underlying protocols of Digital Currency, and we are not able to guarantee the functionality or security of network operations. You acknowledge and accept the risk that underlying software protocols relating to any Digital Currency you store in your Coin Rivet Account may change. You must read our **Risk Statement** before deciding to make a Digital Currency Transaction.

If you do not agree to the terms of this Agreement and/or any change made thereto from time to time, please immediately stop using the Services and our Software, and terminate your Coin Rivet Account in accordance with Clause 12. Upon your logging into this Software or using any of the Services offered by us, you shall be deemed as having understood and fully agree to all terms of this Agreement, including any and all changes and/or updates, that we may have made to this Agreement which apply at such time.

Any information contained on the Software is for general information and educational purposes only. No information contained on this Software should in any way be considered financial advice in any form or to any extent. Nothing published on this Software is a recommendation for any investments, and nor should anything published on this Software be relied on for any investment decisions. Please conduct your own independent research and seek independent financial and investment advice before entering into any financial transaction. We are not responsible for any loss arising directly or indirectly from reliance on such information, including but not limited to, any loss of profits.

Subject to Applicable Laws, Coin Rivet disclaims any and all warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from the course of performance, course of dealing or usage in trade in relation to the provision of our Services and/or the Software. The Company assumes no responsibility for errors or omissions in the any of contents of the Services and/or the Software.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or other tort, arising out of or in connection with the use or contents of the Software. The Company reserves the right to make additions, deletions, or modification to the contents on the Software at any time without prior notice. The Company does not warrant that the Software are free of viruses or other harmful components. As we cannot control the reliability and availability of the internet, we will not be responsible for any distortion, delay, link failure or any other internet disruptions.

The Software may contain links to external websites and software that are not provided or maintained by or in any way affiliated with the Company. Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites and software. You acknowledge that we cannot guarantee, nor are we in any way responsible for, the acts or omissions of third parties or the performance of their products, services, websites or and software.

For any such products and services which are made available (directly or indirectly) by third parties, we do not make any express or implied warranties or conditions, including of quality, merchantability, fitness for a particular purpose, title, and non-infringement. You expressly agree that that we shall not be held liable for (and you expressly assume the risk of) any matters arising out of or relating to the actions and omissions of such third parties or their products, services, software, and websites.

## 1. Definitions and Interpretation

1.1 In these Terms, capitalised words and expressions have the following meanings, unless otherwise stated:

**“Applicable Laws”** means any applicable statutes, laws, ordinances, orders, judgments, decrees, rules or regulations issued by any government authority, and any judicial or administrative interpretation of any of these;

**“Available Crypto Balance”** means the amount of Digital Currency which is deposited into a wallet within a Coin Rivet Account;

**“Available FIAT Balance”** means the amount of FIAT Currency connected to your Coin Rivet Account via an account opened via a Connected Payment Partner;

**“Business Day”** means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in Alberta, Canada;

**“Coin Rivet Account”** means a digital account on our systems that is specific to you where we record your available balances, data relating to your Transactions and other information from time to time, and which allows you to use the Services;

**“Connected Payment Partner”** means a licensed financial services provider with whom you have opened an account with, which is linked to your Coin Rivet Account;

**“Deposit Transaction”** means a Purchase or a Deposit Transfer;

**“Deposit Transfer”** means a deposit of Digital Currency into your Coin Rivet Account by transferring a Supported Digital Currency from an external Digital Currency wallet or address;

**“Digital Currency”** means a digital representation of value that is not issued or guaranteed by a central bank or a public authority, is not necessarily attached to a legally established currency and does not possess a legal status of currency or money under the Governing Law, but is accepted by natural or legal persons as a means of exchange and which can be transferred, stored and traded electronically;

**“Digital Currency Exchange”** means a transaction where you exchange one Digital Currency for another form of Digital Currency;

**“Fees”** has the meaning as set out in the Pricing and Fee Schedule which can be found at <https://coinrivet.com/faqs/what-fees-are-charged-by-coin-rivet/>;

**“FIAT Currency”** means any currency that a government has issued and backed such as EUR, USD, GBP, etc.

**“Force Majeure Event”** means any event or circumstance which is beyond our reasonable control, including but not limited to: any act of God, flood, earthquake or other natural disaster, terrorist acts, riots, war, sanction or embargo, fire, explosion or accident, industrial action of any kind (other than induced by us), interruption or failure of any utility service or act taken by any Government Body;

**“Governing Law”** means the laws of the Alberta, Canada;

**“Government Body”** means any foreign, federal, state, local or other governmental authority or regulatory body or competent tax authority;

**“Inbound Transaction”** means a payment of Digital Currency that is transferred into your Coin Rivet Account such as via a Deposit Transfer, Purchase or Digital Currency Exchange;

**“Intellectual Property Rights”** means patents, utility models, trade-marks, service marks, trade and business names, rights in designs, copyright (including rights in software), database rights, domain names, semi-conductor topography rights, rights in inventions, rights in know-how and confidential information and other intellectual property rights which may subsist in any part of the world, in each case whether registered or not (and including applications for registration);

**“KYC”** means know-your-customer processes, which the Company is required to carry out in accordance with Applicable laws;

**“Losses”** means all losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys’ and other reasonable legal fees and expenses, any penalties imposed by a Government Body or under Applicable Laws);

**“Notice”** means any information published or provided to you by Coin Rivet via the Software, your email or any other method as Coin Rivet may use from time to time;

**“Outbound Transaction”** means a payment of Digital Currency that is transferred out of your Coin Rivet Account to another Coin Rivet Account or to a third-party wallet not held with the Company;

**“Partner”** means any company we have partnered with to carry out KYC, a Connected Payment Partner, or any other company we may partner with in connection with the Software and/or Services from time to time;

**“Prohibited Jurisdiction”** means any jurisdiction in which we have suspended trading in, ceased or otherwise prohibited use of any of the Services, in response to Applicable Law as outlined in the Prohibited Jurisdiction List.

**“Purchase”** means a purchase of Digital Currency to be held in your Coin Rivet Account using your Available FIAT Balance or using your Available Crypto Balance;

**“Security Credentials”** means security information (such as answers to questions known only to you, usernames, passwords, passcodes, PIN, or codes generated through a multi-factor authentication security device) that may be used to access your Coin Rivet Account or make Transactions;

**“Services”** has the meaning given to it in Clause 4;

**“Software”** means any software (such as a mobile app, website app and any other software offering similar or additional functionality) owned, operated and/or offered by us now or in the future;

**“Supported Digital Currency”** means any Digital Currency that is available with, and in the correct form to be stored in, your Coin Rivet Account as outlined in the Supported Digital Currency List

**“Terms”** means the entirety of these terms and conditions, including the additional terms such as the Privacy Policy, Fee Schedule and Cookie Notice and Risk Statement;

**“Transactions”** means Outbound Transactions and Inbound Transactions;

**“The Company”** means Galias Services Inc, a private limited liability company registered in Canada, under company number 2025192044 and whose registered office is at Suite #229, 6030 88ST NW, Edmonton, Alberta, Canada, T6E6G4.

## 1.2 In these Terms:

- a. References to “include” or “including” do not limit the generality of any preceding words and are to be construed without limitation;
- b. References to a “person” include any individual, company, partnership, joint venture, firm, association, trust, government authority or other body or entity (whether or not having separate legal personality);

- c. **The headings are inserted for convenience only and do not affect the construction of these Terms; and**
- d. **Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.**

## **2. Changes to these Terms**

- 2.1 We may, in our sole discretion, update or amend these Terms from time to time from time to time by giving you two (2) months' prior notice before the date on which the updates or amendments are to take effect. Every time you wish to use our Services, please check these Terms to ensure you understand the terms that apply at that time. Reasons why we may change these Terms may include, without limitation changes:
- a. to the services we provide;
  - b. in market conditions or operating costs that affect our business;
  - c. in technology
  - d. in payment methods;
  - e. in Applicable Laws;
  - f. to make them clearer or more favourable to you;
  - g. to our systems.
- 2.2 Notice of updates or amendments to these Terms as outlined in Clause 2.1 will be given on the Software or by notification by email. Any updates or amendments to these Terms will be effective from the effective date indicated in the relevant Notice provided. These updates and amendments will apply prospectively to any use of the Services after the effective date stated. If you do not agree to any such updates or amendments, you have the right to terminate these Terms immediately without any charge before the amendments enter into force. If you wish to refuse the proposed amendments and must notify us of the refusal by written notice prior to the amendments coming into force. If you do not notify us of your intention to refuse the amendments, by continuing to use any of our Services after that effective date you will be deemed to have understood and agreed to be bound by the updated Terms and the relationship between you and us shall be governed by the new version of the Terms.
- 2.3 We may make immediate changes to the Terms in the event that we add a new product or service that does not change the terms and conditions applicable to our existing services. We may add any such service immediately and will inform you of the Terms before you use it.

## **3. Registration and Eligibility**

- 3.1 You may register and open a Coin Rivet Account via the Software or other means that we may in the future prescribe. If you choose to register and open a Coin Rivet Account, you agree to provide us with true, accurate, current, and complete information about yourself, which includes certain biometric data (which may include a facial scan and a thumbprint/fingerprint scan) and update us promptly and in writing if there are any changes to that information or data.
- 3.2 You warrant that you are a natural person legally deemed as having full legal capacity in your own jurisdiction, you reside in a country in which your access to and intended

use of the Services is lawful and will not breach any Applicable Law. In order for you to prove your capacity, age and/or your location, we reserve the right to request from you any extra necessary information.

- 3.3 Your Coin Rivet Account will not be activated in full, and you will not be allowed to carry out any Transactions, unless we have been provided with the required information so that we may identify you to our satisfaction and comply with all Applicable Law, our internal policies and all applicable know-your-customer (“KYC”) requirements. We shall keep records of the information and documents you provide in accordance with our Privacy Policy and all Applicable Law and regulatory requirements.
- 3.4 We reserve the right to not accept your application for a Coin Rivet Account and we are not obliged to provide the reason for declining your application. If we have reasonable grounds to suspect that any information you have provided to us is untrue, inaccurate or incomplete, we may suspend or terminate your Coin Rivet account and refuse any and all current or future use of the Services by you.
- 3.5 We reserve the right to refuse the creation of duplicate accounts for the same user due to security and KYC requirements. In a case where duplicate accounts are detected, we reserve the right to close or merge these duplicate accounts without notification to you.
- 3.6 By agreeing to these Terms, you confirm that you act and use the Services in your own name, and not on behalf of any third party. You accept and warrant that you are fully responsible for, and that you are the ultimate beneficial owner for all activity, all profits and all losses that occur on your Coin Rivet Account.
- 3.7 Upon registering for a Coin Rivet Account with us, and completing all applicable KYC requirements set by us, you:
  - a. Confirm that you shall use the Services for the following purposes:
    - i. Depositing Digital Currency that is owned by you;
    - ii. Exchanging Digital Currency that is owned by you;
    - iii. Purchasing Digital Currency; and
    - iv. Withdrawing Digital Currency that is owned by you.
  - b. You will have the ability to use the Services and conduct certain Transactions up to a limit set by us in accordance with Applicable Laws. To exceed these limits, you must provide any additional necessary information required by us, such as further KYC information. We may also suspend the Services and your ability to perform certain Transactions subject to you providing us with any such further KYC information as we require in accordance with Applicable Laws.
- 3.8 Our Services and the Software can be accessed via the internet, an international network which you may have access to via IT devices, such as a desktop computer, a tablet, phone, or other similar device. You are solely responsible for the proper functioning, maintenance and security of your own IT devices and your internet

**access, for any purposes in connection with our Software and/or Services. You are solely liable for any Losses resulting from a failure by you to ensure the proper functioning, maintenance and security of your own IT devices and your internet access.**

#### **4. The Services**

- 4.1 We will provide the following Services to you in accordance with these Terms:
- a. providing access to and maintaining the Software;
  - b. exchanging Digital Currency received from you by us for FIAT Currency held with a Connected Payment Partner and exchanging FIAT Currency held with your Connected Payment Partner for Digital Currency paid to you;
  - c. exchanging a Digital Currency for a different form of Digital Currency;
  - d. hosting a Coin Rivet Account enabling you to store Digital Currencies;
  - e. managing Transactions in your Coin Rivet Account, including tracking and messaging additional information; and
  - f. any other related services.
- 4.2 Your eligibility to access certain Services may depend on the country in which you reside in or are based in from time to time. You shall not attempt to access or make use of the Services from or in any jurisdiction where such access or use is prohibited by the Applicable Laws.
- 4.3 We reserve the right add or remove a Digital Currency to/from the list of Supported Digital Currencies, and to add or remove a jurisdiction to/from the list of Prohibited Jurisdictions. Changes to these lists are effective as of the effective date indicated in relevant Notice provided. We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any part of our Services, which may include but is not limited to suspending trading in or ceasing to offer Services in respect of any Digital Currency or prohibiting use of the Services in or from certain jurisdictions in response to any Applicable Law. Any choice by us to support a Digital Currency does not amount to an endorsement or recommendation by us in relation to that Digital Currency or its continued support, value or maintenance.

#### **5. Access to your Coin Rivet Account and use of the Services**

- 5.1 You may access your Coin Rivet Account by logging into the Software. From here, you will be able to see your Coin Rivet Transaction activity and view your Coin Rivet Account details. You should check your Coin Rivet Account Transaction activity regularly, not less than on a monthly basis and contact us immediately in relation to any irregularities or enquiries. We shall not be liable for any Losses that result from any outdated, inaccurate or incomplete information you provide.
- 5.2 Subject to these Terms, the value of each Outbound Transaction will be deducted from your Available Crypto Balance and the value of each Inbound Transaction will be credited to your Available Crypto Balance. You must ensure that you have a sufficient Available Crypto Balance from time to time to pay for your Outbound Transactions and any Fees. If for any reason your Available Crypto Balance or Available FIAT Balance is insufficient to fulfil requested Transactions, we will not process that

Transaction, and not processing that Transaction will not constitute a breach of these Terms.

- 5.3 We may refuse to authorise or may suspend any Transaction or use of the Services that could breach these Terms, or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud, or any other illegal or an unauthorised use of the Services. This will include freezing and/or suspending your Coin Rivet Account and/or otherwise making unavailable any of the Services to you.
- 5.4 Your ability to use or access the Services and Coin Rivet Account may occasionally be interrupted, for example but not limited to, if we need to carry out maintenance on our systems or due a Force Majeure Event. Please contact us in accordance with Clause 17 if you wish to report any issues.
- 5.5 You agree and warrant that you will:
- a. only use the Services for lawful purposes and will adhere at all times to all Applicable Laws and these Terms;
  - b. not attempt to discover any source code included in the Software, upload to our systems any malware, viruses or other unauthorized object code or source code, or otherwise disrupt or interfere with the conduct of the Service;
  - c. not copy, adapt, reverse engineer, decompile, disassemble, modify, or make error corrections to the Software in whole or in part, except to the extent permitted by the Applicable Laws.

## 6. Depositing on to your Coin Rivet Account

- 6.1 You may transfer a deposit onto your Coin Rivet Account by depositing a Supported Digital Currency from an external Digital Currency address into your Coin Rivet Account; please see <https://coinrivet.com/guides/> for a guide on using Digital Currencies. Digital transfers are usually irreversible. Once you have confirmed your Deposit Transfer, the transfer is irreversible, and you do not have a right to cancel the transaction or these Terms.
- 6.2 You may also use funds that are connected to your Coin Rivet Account, such as FIAT Currency stored in an account with a Connected Payment Partner, to Purchase Digital Currency through your Coin Rivet Account. Once you have confirmed your Purchase, your transaction is irreversible, and you do not have a right to cancel the transaction or these Terms. Any FIAT Currency used to Purchase Digital Currency will be definitively spent, and you will no longer hold, or be able to redeem any such FIAT Currency.
- 6.3 We will display your Available Crypto Balance, showing the amount of each Digital Currency you hold in your Coin Rivet Account and the estimated FIAT value of your Available Crypto Balance. The estimated value of your Available Crypto Balance may not accurately reflect the value you will receive if you were to sell your Digital Currency or the price you will pay to purchase more Digital Currency and does not include the impact of any applicable Fees on the value you will receive. Your Available Crypto

Balance may fluctuate as Digital Currency can be very volatile and may fluctuate in price significantly and quickly. We will also display your Available FIAT Balance.

- 6.4 Our processing of all Transactions will be subject to our usual fraud, anti-money laundering and other operational and customer service checks. Accordingly, there may be delays in the time required for a Transaction to appear in your Coin Rivet Account once you have performed a Transaction.
- 6.5 Under no circumstances should you attempt to use your Coin Rivet Account to store, send, request, or receive Digital Currency in any form that is not a Supported Digital Currency. We assume no responsibility or liability in connection with any attempt to use your Coin Rivet Account to store or transfer Digital Currency that we do not support. You acknowledge and agree that Coin Rivet bears no responsibility and is not liable for any loss in connection with any Digital Currency which is not supported that is sent to your Coin Rivet Account.
- 6.6 If you make a Deposit Transfer or a Purchase, information on the source of funds will be stored securely in accordance with our Privacy Policy and Applicable Laws.

## 7. Fees

- 7.1 Coin Rivet makes money when you buy, sell or exchange [Supported Digital Currency](#) on our Software. By registering an account and in order to use the Services, you agree to pay all applicable Fees, and you agree that any Fees and other amounts due and payable to us under these Terms will be deducted from your Coin Rivet Account without notice. A description of the Coin Rivet Fees for using your Coin Rivet Account and/or the Services can be found at <https://coinrivet.com/faqs/what-fees-are-charged-by-coin-rivet/> which displays Coin Rivet's [Pricing and Fee Schedule](#). Coin Rivet reserves the right to change or update its [Pricing and Fee Schedule](#) at any time.
- 7.2 Any Fees will be taken from your Available Crypto Balance or Available FIAT Balance depending on the type of transaction being made and we will endeavour to combine any Fees into the displayed trading price. We may charge a [blockchain fee \(miner fees\)](#) to process a Digital Currency Transaction on your behalf. We will calculate the blockchain fee in our discretion, although we will always notify you of the blockchain fee at or before the time you authorize the Digital Currency Transaction. You are responsible for paying any additional fees charged by your financial service provider.
- 7.3 Any changes to the [Pricing and Fee Schedule](#) are effective as of the effective date indicated in the relevant Notice provided and will apply prospectively to any use of the Services after that effective date. By continuing to use our Services after that effective date, you will be deemed to have agreed to be bound by the updated or amended Fee Schedule.
- 7.4 We will display the estimated trading price which is an estimate of value based on market data of Digital Currency values. However, the estimated values we provide will only be valid for a limited time as Digital Currency can be very volatile and may

fluctuate in price significantly and quickly. If the estimated trading price we displayed has expired before you complete a transaction you will not be able to complete the Transaction at those expired values. By confirming a Transaction, you agree to any applicable Fees stated at that time.

## **8. Managing your Coin Rivet Account**

8.1 You are responsible for the use of your Coin Rivet Account, for ensuring that use of the Services or access to your Coin Rivet Account complies fully with these Terms and for keeping your Security Credentials, mobile and any other device or means to access your Coin Rivet Account safe and secure so as to prevent fraud and to protect your Coin Rivet Account.

8.2 You must not:

- a. disclose your Security Credentials to anyone; or
- b. allow any other person to use your Coin Rivet Account and/or any devices or tools that may be used to access your Coin Rivet Account (such as your mobile).

8.3 If you disclose your Security Credentials to anyone, you are responsible and liable for their access, use or misuse of your Coin Rivet Account, their breach of these Terms, and any losses resulting from such access, use, misuse and/or breach.

8.4 If your Security Credentials or other Coin Rivet Account details are lost, stolen, or otherwise compromised, or you believe a third party has unauthorised access to your Coin Rivet Account, you must contact us immediately in accordance with Clause 17. We will take reasonable steps to stop any unauthorised use of your Coin Rivet Account, which may include suspending or cancelling your Coin Rivet Account or otherwise suspending access to the system and Services.

8.5 If there has been an unauthorised or incorrect Inbound Transaction on your Coin Rivet Account, you must not transfer that Digital Currency, before reporting such Transaction to Coin Rivet and, during the course of our investigation of the Transaction. The amount of any proceeds of a suspected or confirmed unauthorised or incorrect Transaction are deemed to be a debt due and payable to us on demand. You agree that we may charge the amount of any such debt against any funds subsequently loaded onto your Coin Rivet Account. We reserve the right to recover the value or any proceeds of any unauthorised or incorrect transaction related to you by any other legal means.

## **9. Changes to your Coin Rivet Account details**

9.1 You must notify us immediately of any change in your Coin Rivet Account details and we cannot guarantee proper performance of the Services in the event the Coin Rivet Account details you have provided are not accurate or become inaccurate and disclaim all liability for any Losses that may result from such inaccuracies. You can notify us by contacting us in accordance with Clause 17, and we may require you to confirm such notification in writing or through other factors of authentication (which

may include messages or calls to your mobile phone, or confirmation mail to your physical address). You will be liable for any Losses that directly result from any failure by you to notify us of any change promptly. To verify a new address, you must provide any proof that we require.

- 9.2 We reserve the right at any time to satisfy ourselves as to your identity and address (for example, by requesting relevant original documents), including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application and at any time in the future, we may perform, in connection with your Coin Rivet Account, electronic identity verification checks either directly or using a KYC relevant Partner. You agree to provide us with the information we request for purposes of identity verification and the detection of money laundering, terrorist financing, fraud or any other financial crime, and we will keep a record of such information in accordance with Applicable Laws and our Privacy Policy. If you fail to provide the requested information, we reserve the right to suspend your Coin Rivet Account and use of the Services pending receipt and verification of that information.

## **10. Proprietary Rights**

- 10.1 All rights, title and interest in, and to, the Intellectual Property Rights subsisting in, or embodied by the Software, the Services, any proprietary software or other technology required to operate the Software, the Services, and any modifications or improvements thereto, including any derivative works, are retained by us and protected under applicable Intellectual Property Rights and Applicable Laws.
- 10.2 By activating your Coin Rivet Account, we grant you a limited permission to use the Software solely for the purpose of using the Services in accordance with these Terms. In particular and without limitation, this permission does not grant you the right to create, author or invent any modifications or improvements to, or derivative works of the Software. We may suspend or terminate this permission in accordance with Clause 12. Notwithstanding the foregoing, nothing in these Terms grants you any permission or right to use our trademarks, service marks, trade dress, slogans, logos or other indicia of origin.
- 10.3 If you submit any ideas, suggestions or other feedback to us about the Software or the Services, you grant to us the right to use or disclose such feedback without any further obligation to you. All rights not expressly granted to you under these Terms are reserved by us.

## **11. Right to Cancel**

- 11.1 You have the right to cancel your Coin Rivet Account and these Terms for any reason within a 'cooling-off' period of fourteen (14) days from the date on which your Coin Rivet Account is registered. You must contact us within this fourteen (14) day period and inform us that you wish to withdraw from these Terms, and you must not make any Transactions within this fourteen (14) day period. We will then cancel your Coin Rivet Account and return your Available Crypto Balance to an address provided by you within fourteen (14) Business Days of our receipt of your cancellation request.

11.2 If you fail to exercise your right to cancel under Clause 11.1, then these Terms shall remain in full force and effect, and you may only terminate your Coin Rivet Account and these Terms in accordance with Clause 12.

## 12. Termination and Suspension

12.1 If you wish to terminate your Coin Rivet Account at any time, you must inform us of your wish to terminate through the Software or by contacting us in accordance with Clause 17.

12.2 We may in our sole discretion and without liability to you terminate or suspend your Coin Rivet Account, the provision of the Services and these Terms for any reason by giving you fourteen (14) days' notice. We may in our sole discretion and without liability to you also limit, terminate or suspend your Coin Rivet Account, your use of the Services and these Terms immediately in the event that: (i) We believe that you have used or are likely to use the Services, or allow them to be used, in breach of any of these Terms; (ii) We believe or suspect that you are in any way involved in any fraudulent activity, money laundering, terrorism financing, other criminal activity, other breach of Applicable Laws, or if we have any other security or legal or regulatory compliance concerns; (iii) We believe that you have provided false or misleading information; (iv) We believe that you are involved in any dispute or disagreement with any of our Partners whether that dispute or disagreement relates to the Services or otherwise; (v) We are unable to verify your identity or any other information pertaining to you, your Coin Rivet Account or a Transaction; (vi) We are required to do so in accordance with our legal and regulatory obligations under Applicable Laws; or (vii) We cease to be authorised to provide the Services; (viii) We no longer support a Digital Currency held in your Coin Rivet account; (ix) the jurisdiction in which you access the Services is added to the Prohibited Jurisdiction List; (x) We reasonably believe it is necessary for any other reason. We are not liable for any Losses you may incur (and you are not entitled to any gains you make) as a result of your Coin Rivet Account being limited, suspended, or terminated.

12.3 If there have been no Transactions or other activity on your Coin Rivet Account for a period of at least one (1) year, we reserve the right to terminate it and these Terms. We will give you 14 days prior notice of any such termination. However, if you log in or make a Transaction during this 14 day period we will not terminate your account once such period expires.

12.4 Upon termination of these Terms and your Coin Rivet Account in accordance with this Clause 12, all pending Transactions will be processed and, if your Coin Rivet Account has a positive balance, we will return your Available Crypto Balance, minus any applicable Fees, to an address that you nominate, within thirty (30) Business Days' of the date on which you inform us of your wish to terminate your Coin Rivet Account or on which termination otherwise occurs in accordance with this Clause 12. Unless otherwise expressly stated in Clause 12, the provisions of Clause 15 shall apply in such circumstances.

- 12.5 Upon termination of your Coin Rivet Account for any reason, we may continue to process your personal data in accordance with the terms of our Privacy Policy and Cookie Notice as applicable.
- 12.6 The Terms in effect as of the date of the termination of your Coin Rivet Account will survive and continue to apply to any aspects of your prior use of the Software or the Services, including to your Coin Rivet Account information, your Available Crypto Balance, any outstanding Transactions, and any relationship between you and a Partner formed with the assistance of the Software or the Services.
- 12.7 If there is a Digital Currency balance remaining in your account after termination, you agree to provide us with an external digital wallet address, so that we can attempt to return the remaining Digital Currency to you within a period of ninety (90) days. You are not permitted to use the Services or your Coin Rivet Account for any purposes during this period and we may, at our discretion, limit the functionality of your Coin Rivet Account and/or your access to the Software accordingly.
- 12.8 If we suspend or terminate your Coin Rivet Account or your use of the Services for any reason, we reserve the right to require you to provide us with all KYC information and undergo full identification procedures in accordance with our internal rules and policies and any Applicable Law before returning any Digital Currency to you.

### **13. Redemption**

- 13.1 We will redeem, either in part or in full, the value of your Available Crypto Balance on your Coin Rivet Account, at any time, at par value, following instructions given by you to do so and subject to your payment of any applicable Fees, compliance with Applicable Laws and the remainder of this Clause 13.
- 13.2 We reserve the right to carry out any necessary anti money laundering, terrorist financing, fraud and other illegal activity and operational checks before authorising any redemption or transfer of funds to you, including returning any funds after the termination of these Terms. Accordingly, there may be delays in the time between our receipt of your redemption request and your receipt of the relevant funds.
- 13.3 We reserve the right to charge a Fee when you require redemption either in full or in part of the Available Crypto Balance on your Coin Rivet Account before the termination of these Terms (other than if you cancel during the 'cooling-off' period pursuant to Clause 11).
- 13.4 After we have approved the redemption of your funds, you must ensure that the address for the transfer is accurate and complete. Where you provide us with incorrect details, we will not be held liable for funds sent to the incorrect address where we have acted in accordance with your instructions. We reserve the right to charge you a Fee in the event that you request our assistance in retrieving Digital Currency from an incorrect address or when you have transferred the wrong Digital Currency onto your Coin Rivet Account.

### **14. Tax**

14.1 It is your (and not Coin Rivet's) sole responsibility to determine what tax obligations you may have and to comply with any such tax obligations owed such as reporting and paying any relevant tax to any applicable tax authority.

## 15. Liability

15.1 Nothing in these Terms shall limit or exclude our liability: (i) For fraud or fraudulent misrepresentation; (ii) For death or personal injury caused by our negligence; or (iii) Where such limitation or exclusion would be contrary to Applicable Law.

15.2 Except as provided in Clause 15.1, we shall not be liable under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise:

a. For any:

a. indirect, incidental, special or consequential loss or damage of any kind; or

b. loss of profits, business, revenue or savings (actual or anticipated), loss of agreements or contracts, loss of opportunity, loss of data or loss of, or damage to, goodwill or reputation (including as a result of your inability to participate in any goods, services or offerings of a Partner, to the extent that it is caused by a failure in the Software, the Services or delays in the time required for your Available Crypto Balance and/or Available FIAT Balance to update in your Coin Rivet Account once you have performed Transaction);

b. For any Losses in connection with the rights, privileges, licenses, goods or services that are purchased with your Coin Rivet Account from a Partner or the terms on which they are provided by a Partner such as; (i) If a Partner refuses to accept an Outbound Transaction or other payment; or (ii) Any failure of a Partner to remit value to you, in FIAT Currency or otherwise, even if such failure is a breach of the Partner's terms with you.

15.3 Subject to Clause 15.1, The Services and Software, in whole and in part, are provided on an "as is" and "as available" basis, without express or implied warranties of any kind, including without limitation warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from the course of performance, course of dealing or usage in trade.

a. We do not guarantee that: (i) The Software and/or the Services are free from any viruses, trojan horses, worms, software bombs or similar items; or (ii) Access to the Software or the Services will be free from interruptions. (iii) Any information provided on the Software, including but not limited to any historical data, and any other materials or other information is accurate, reliable, complete or free from errors.

15.4 Except as provided in Clauses 15.1 and 15.7 and subject to Clause 15.2 and any Applicable Laws, in no event shall the aggregate liability of Coin Rivet (including our

- directors, members, employees and agents), whether in contract, warranty, tort (including negligence) product liability, breach of statutory duty, arising out of or relating to the use of or inability to use Coin Rivet Services, the Software and/or these Terms exceed the Fees paid by you to Coin Rivet during the 6 months preceding the date of any claim giving rise to such liability or an equivalent amount in FIAT Currency.
- 15.5 You are solely responsible for your interactions with Partners. We reserve the right, but have no obligation, to monitor or mediate any disputes between you and any Partners.
- 15.6 You agree to indemnify and hold harmless Coin Rivet and our directors, officers, employees, agents, affiliates and subcontractors against any and all claims, actions, proceedings, investigations, demands, suits and Losses suffered or incurred by us that arise out of, or in connection with, any breach by you, of any of these Terms or Applicable Law, any enforcement by us of these Terms and/or your violation of any rights of any third party.
- 15.7 Except as provided in Clause 15.1 and subject to Clause 15.2, where we have incorrectly and due to our fault:
- a. Deducted amounts from your Available Crypto Balance or Available FIAT Balance, our liability shall be limited to payment to you of an equivalent amount or;
  - b. Credited too low an amount to your Available Crypto Balance or Available FIAT Balance, our liability shall be limited to payment to you of an incremental amount that ensures you have received the correct amount due, provided that, in each case, if we subsequently establish that the refunded or incremental credited amount had been correctly deducted or credited (as the case may be), we may deduct it from your Available Crypto Balance or Available FIAT Balance and, if you do not have a sufficient balance, you must repay us the amount immediately upon demand.
- 15.8 Except as provided in Clause 15.1, we shall not be liable for Losses relating to any unauthorised Transactions resulting from the use of lost or stolen Security Credentials and/or Coin Rivet Account details or misappropriation of your Coin Rivet Account, except to the extent that the relevant Losses are caused by our breach of these Terms or our failure to authenticate a Transaction in accordance with our then published authentication documentation. Otherwise than as set out in the preceding sentence, you shall be liable for Losses relating to any unauthorised Transactions resulting from the use of lost or stolen Security Credentials and Coin Rivet Account details or misappropriation of your Coin Rivet Account.
- 15.9 Notwithstanding Clause 15.8, and except as provided in Clause 15.1, we shall not be liable for any unauthorised or incorrectly executed Transactions, including but not limited to in the event that the Transaction was affected by a Force Majeure Event or where we acted in accordance with a legal or regulatory obligation or other Applicable Laws.

- 15.10 We do not guarantee the identity of any user, receiver, requestee or other third party (including other users of our Services) and we will have no liability or responsibility for ensuring that the information provided by any user is accurate and complete.
- 15.11 We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or receive from, or sell or transfer to, any third party (including other users of our Services). We are not responsible for ensuring that a third party you transact with will complete the Transaction or is authorised to do so.
- 15.12 If you believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if you cannot adequately resolve a dispute with a third party, you may notify Coin Rivet Support in accordance with clause 17.

## **16. Force Majeure**

- 16.1 We shall not have any liability under, or be deemed to be in breach of, these Terms for any delays or failures in performance of any of our obligations under these Terms that result from an event out of our control or any other Force Majeure Event.

## **17. Contact Details**

- 17.1 If you have any questions or concerns about the Services, or want to report issues with your Coin Rivet Account, please contact us by email at [support@coinrivet.com](mailto:support@coinrivet.com)

## **18. Miscellaneous**

- 18.1 We may assign or transfer all or any of our rights or obligations under these Terms to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to these Terms).
- 18.2 You may only assign or transfer your rights or your obligations under these Terms to a third party if we give our prior written consent to this.
- 18.3 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms. The rights to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any person that is not a party to these Terms.
- 18.4 Nothing in these Terms is intended to, or shall be construed so as to, establish or imply any partnership or joint venture or a relationship of principal and agent between you and us or constitute either of you or us as the agent of the other party, or authorise you or us to make or enter into any commitments for or on behalf of the other party
- 18.5 If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such

provision shall be deemed to be restated to reflect yours and our original intentions as nearly as possible in accordance with Applicable Laws.

- 18.6 No waiver of any of our rights under these Terms shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given, and no delay or omission by us in exercising any right or remedy provided by law or under these Terms shall constitute a waiver by us of such right or remedy.
- 18.7 These Terms and the documents referred to in it, constitute the whole agreement between you and us relating to the subject matter of these Terms and supersedes any prior written or oral arrangement, understanding or agreement between them relating to such subject matter.
- 18.8 These Terms are provided to you in the English language. Where we have provided a translation of these Terms to you, you agree that such translation is provided for your convenience only and that the English language version of these Terms will govern your relationship with us. If there is any contradiction between the English language version of these Terms and any translation, the English language version takes precedence.

## **19. Dispute Resolution**

- 19.1 If you have any complaints or want to raise a dispute we encourage you to raise these directly with us so that we can attempt to resolve any issue at first instance to both parties' satisfaction. You agree that if the parties attempt to resolve a dispute this way the parties agree to act in good faith to resolve the dispute and during the conduct of any negotiations. The parties acknowledge that after raising a dispute they may agree to refer the case to arbitration by concluding an arbitration agreement.
- 19.2 You and Coin Rivet agree to give written notification to the other party within thirty (30) days of the dispute or claim arising, or of your intention to initiate such claim or dispute arising.
- 19.3 The parties agree that any claims or disputes shall be kept confidential. The existence any claim or dispute, any non-public and any other confidential information provided (collectively, the "Confidential Information") shall not be disclosed to any non-party. A party may only disclose Confidential Information to a non-party to the extent that such disclosure is required to fulfil a legal duty, assert a legal right, or otherwise as required by law. This confidentiality provision shall survive termination of these Terms.
- 19.4 Any formal claim or dispute against Coin Rivet must be initiated by submitting the claim or dispute to the courts of the Alberta, Canada in the shortest statutory limitation period permitted by the Governing Law after the date the party bringing the claim knows or reasonably could have known of the facts giving rise to the claim; and there shall be no remedy for any claim asserted after that time period.

## **20. Governing Law and Jurisdiction**

20.1 **These Terms, and any noncontractual obligations arising out of or in connection with these Terms, are governed by, and shall be construed in accordance with, the Governing Law.**

20.2 **Each party irrevocably agrees that the courts of the Alberta, Canada shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Services, these Terms or their subject matter or formation, unless they are settled by negotiations between the parties or are submitted to arbitration by the parties executing an arbitration agreement.**

## **21. Notice**

21.1 **You may serve notices to us in writing at the contact details in Clause 17.**

21.2 **You accept and agree that we may provide you with Notices and other disclosures in connection with your Coin Rivet Account and use of the Services.**