

# Munt terms of service

Please read these terms carefully. By accessing any page of Munt’ s website ( “site” ) or using any Munt service (collectively, the “service” ), you (the “ user ” ) agree to be bound by these terms of service and all other terms incorporated by reference.

## 1. About digital assets

- A. The Service does not send or receive money. As a bitcoin wallet, the Service enables you to interface with the bitcoin network to view and transmit information about a public cryptographic key commonly referred to as a bitcoin address – sometimes referred to herein as a “bitcoin account”. To transmit information about a bitcoin account to the bitcoin network, the private key(s) corresponding with the bitcoin account is required. The Service requires three private cryptographic keys to be associated with each bitcoin account and BitGo controls one of these private keys. Two of the three private keys associated with a bitcoin wallet are needed to effect a “transfer” of bitcoin from a bitcoin account (i.e., disassociate bitcoin from one bitcoin wallet and re-associate bitcoin with another bitcoin wallet). Once the bitcoin network recognizes the information you send from the Service and validates it, the information is broadcasted to other individuals and companies in the bitcoin network and the Service cannot be used by you to cancel or reverse bitcoin-to-bitcoin transactions. The same is true for other cryptocurrency and digital assets for which we provide wallets (“Digital Asset”) including (as of the last update of these Terms) Bitcoin, Ether, Ripple, and Litecoin, [depending on what wallet services the customer has ordered from BitGo.]
- B. This service and BitGo do not own or control the underlying software protocols which govern the operation of Digital Currencies. Digital Asset protocols are subject to changes in protocol rules (referred to as “forks”), and such forks may materially affect the value, function, or name of the Digital Asset. You acknowledge and agree (i) that this service nor BitGo is not responsible for operation of the underlying Digital Asset protocols and that this service nor BitGo makes no guarantee of their functionality, security, or availability; and (ii) if a fork occurs, BitGo may temporarily suspend the Services relating to the Digital Asset affected, and BitGo may decide not to support the forked protocol entirely or may configure its Services to enable you to transfer the affected Digital Asset.
- C. BitGo controls only one of the three private keys for a Digital Asset wallet provided by the Service. You are solely responsible for maintaining the security of the other two private keys. If you appoint a third party to control one or more of your private key(s), whether or not such appointment is made through the Service (e.g., through a key recovery service), BitGo is not responsible for the actions or omissions of such third party. Control of these keys will allow such third party to transfer all of your Digital Assets from your wallets and you may never regain those Digital Assets.
- D. Your wallets and your Digital Assets are your responsibility. This service nor BitGo cannot cause transactions transferring Digital Assets from your wallets except in conjunction with a request or instruction through the Service by you or someone

holding your private keys. You may need both of the private keys not controlled by BitGo or this service to initiate transfer of Digital Assets.

## 2. The service

- A. This service reserves the right at any time to modify, augment, enhance or discontinue the service (or any part of) temporarily or permanently. Use of new service features, tools and resources are also subject to these terms of service.
- B. This services reserves the right to change or modify these terms of service at any given time. The user is advised to review these terms periodically to ensure compliance with the most recent terms. User’ s continued usage of the service following the post of any change or modification of the terms of service will constitute user’ s acceptance of such change or modification. If the user does not agree to the amended terms of use, user must stop accessing and using this service.
- C. You will not, nor encourage or assist any third party to, (a) use any unauthorized means to gain access to the Service or use any automated process or service (such as a bot, a spider, or periodic caching of information stored by this service) to access or use the Service, or distribute instructions, software or tools for that purpose; (b) modify, alter, tamper with, repair or otherwise create derivative works of the Service; (c) interfere with or disrupt servers or networks used by this service to provide the Service; (d) damage, disable, overburden, or impair the Service (or any network connected to the Service); (e) use the account of another user at any time except by a mechanism provided by this service and authorized by such user; (f) use the Service to use the Service in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any user guides and policies available via the Service (“Policies”); (g) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (h) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (i) advertise or promote a commercial product unless your account is subject to a separate contract governing that relationship and your compensation to this service. This service may determine, in its sole discretion, whether and what action to take in response to a claimed violation of these Terms, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint.
- D. This service grants you no license or consent to use or display or use in any manner this service’ s trademarks, service marks, logos or slogans. In the event that you provide comments, suggestions and recommendations to us with respect to the Services (including modifications, enhancements, improvements or suggested changes to the Services, or any feature or function of the Services) (collectively, "Feedback"), you hereby grant us and our affiliates a universe-wide, royalty free, irrevocable, perpetual license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, publicly perform and otherwise exploit such Feedback without restriction, including in connection with the Services and any updates, extensions or successive versions of the Services.

- E. We reserve the right, to temporarily suspend or terminate your access to the Service at any time in our sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Service in a manner that may cause this service to have legal liability or disrupt others' use of the Service, and; (c) scheduled downtime and recurring downtime, or unplanned technical problems and outages.
- F. We may send you emails regarding the Service including notices, updates, and amended Terms. We may also send you emails with promotional information and materials regarding this service' s products and services that you may unsubscribe from by following instructions provided in the email.

### **3. User responsibilities**

- A. You are responsible for maintaining adequate security and control of any and all login IDs, passwords, private keys, personal identification numbers (PINs), and any other codes that you use to access the Service. You will be solely responsible for the private keys that we provide to you or that you generate for our wallets, and maintaining secure back-ups. You will prevent unauthorized access to or use of the Services using your account credentials or private keys, and notify us promptly of any such unauthorized access or use. You must keep your account ID, passwords and any other account credentials confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. You will notify us at [support@getmunt.com](mailto:support@getmunt.com) of any security breach of your account, system or network as soon as possible. You will cooperate with us in the investigation of any suspected unauthorized access to or use of the Services using your account credentials or private keys, and any security breach of your account, system, or network, and provide us with the results of any third-party forensic investigation that you undertake. You will be responsible, and this service will have no liability, for all activity that takes place with your service account accessed using your account credentials, whether or not authorized by you.
- B. You are responsible for the Content that you provide or make available via the Service ("User Content"), or that other users provide or make available. This service will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any User Content. If your access to the Service is suspended or terminated, you will not have access to the User Content.
- C. You will: (a) be solely responsible for the nature, quality and accuracy of the User Content; (b) ensure that the User Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the User Content, including any notices sent to you by any person claiming that any User Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (d) maintain appropriate security, protection and backup copies of the User Content, which may

include, your use of additional encryption technology to protect the User Content from unauthorized access.

- D. You will not store or transmit inappropriate User Content, including any User Content: (a) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (b) containing any material that encourages conduct that could constitute a criminal offense, or (c) that violates the intellectual property rights or rights to the publicity or privacy of others; (d) containing or that uses software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (f) that harms, threatens, or harasses another person, organization, or this service.
- E. You must be at least 18 years old, or such higher age required by applicable law, to register for a Service account. You will provide this service and its affiliates with accurate, current, and complete information about yourself as prompted by the registration process or as this service may, from time to time request, and keep such information updated. You authorize this service to make such inquiries that it considers necessary to validate your identity and you agree that this service may do so using third party service providers.
- F. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for Taxes assessable against us based on our income, property and employees ("Service Taxes"). If applicable law requires you to withhold Service Taxes from your payment(s) to this service, you will provide reasonable assistance to this service in connection with such Service Taxes by: (a) promptly providing the service with valid tax receipts and other required documentation evidencing your payment of such Service Taxes; and (ii) assisting this service in filing applications to reduce such Service Taxes.
- G. You acknowledge that using Digital Assets, their networks and protocols, involves serious risks. It is your duty to learn about all the risks involved with Digital Assets, their protocols and networks. There are many, and describing these risks could fill chapters of a book. For example, the value of Digital Assets can change rapidly, increase or decrease unexpectedly, and potentially even fall to zero. For example, a bitcoin transaction may be unconfirmed for a period of time (usually less than one hour, but up to one day or longer) and may be never complete if it remains in a pending state.. Even if this service alerts you to some of the risks involved with Digital Assets, their protocols and networks, this service has no responsibility to alert you to all these risks. This service has no control over, and makes no representations regarding the value of Digital Assets, or the security of their networks or protocols.

- H. The Services may contain features designed to interoperate with a third party service, program, website or Content that is provided, owned or licensed by you or a third party (“Non-Service Application”). To use such features, you must procure Non-Service Applications from the providers of such Non-Service Applications, and may be required to grant us access to your account on the Non-Service Applications. If you enable a Non-Service Application for use with the Services, you grant us permission to allow the provider of that Non-Service Application to access your information and End User Data as required for the interoperation of that Non-Service Application with the Services. We are not responsible for any disclosure, modification or deletion of Content or End User Data resulting from access by a Non-Service Application. If the provider of a Non-Service Application ceases to make the Non-Service Application available for interoperation with the corresponding Services features on reasonable terms, we may cease providing those Services features without entitling you to any refund, credit, or other compensation.
- I. In connection with your use of the Services, you may be made aware of or offered services, Content, features, products, Non-Service Applications, offers and promotions provided by third parties (individually and collectively, “Third Party Services”). We may make Third Party Services available to you. However, our inclusion or promotion of Third Party Services does not reflect a sponsorship, endorsement, approval, investigation, verification, certification or monitoring of such Third Party Services by this service. Your acquisition of Third Party Services, and any exchange of data between you and any non-Service provider, is solely between you and such provider. This service does not warrant Third Party Services in any way. Under no circumstances will we have any liability for Third Party Services. Use Third Party Services at your own risk, and under terms and conditions between you and the provider of Third Party Services that are different than the provisions of these Terms.

#### **4. No Warranties.**

ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THIS SERVICE PROVIDES THE SERVICE “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SERVICE MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; OR (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THIS SERVICE MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR: (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT; (II) ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICE OR ANY CONTENT; (III) THE DELETION OF, OR THE FAILURE TO STORE OR

TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SERVICE; AND (IV) WHETHER THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE SERVICE, ITS AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OR LICENSORS (COLLECTIVELY, "RELEASED ENTITIES"), OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY OR REPRESENTATION.

## **5. Indemnification**

You agree to indemnify and hold this service and its subsidiaries, affiliates, officers, agents, employees, partners, suppliers, and licensors harmless from any claim, action, investigation or demand, including reasonable attorneys' fees, arising out of or relating to: (a) User Content; (b) use of the Service by you or under your account; or (c) your violation of these Terms or of any third party rights. This service will use commercially reasonable efforts to notify you of any such claim, action, investigation or demand that is subject to your indemnification obligation.

## **6. Limitations of liability**

7.1 IN NO EVENT WILL BITGO, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, LOSS OF DIGITAL ASSETS, OR USER CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF ANY OF THE FOREGOING PARTIES HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

- A. IN NO EVENT WILL THE AGGREGATE LIABILITY OF BITGO, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUPPLIERS, AND LICENSORS LIABILITY ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF: (A) \$50, OR (B) THE AMOUNT PAID, IF ANY, BY YOU TO BITGO FOR THE SERVICE IN THE TWELVE MONTHS BEFORE YOUR CLAIM AROSE. THE FOREGOING LIMITATION APPLIES UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE.
- B. THESE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.
- C. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages. To the extent that you reside in a jurisdiction where applicable law does not permit this service to limit its liability to the extent set forth in Section 7.1, 7.2 or 7.3, then such limitations may not apply to you.

## **7. Claims of infringement**

If you believe that your Content has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify the service's Copyright Agent by written communication (by email with an attached and signed PDF or by fax) that sets forth the items specified below:

- fully describe such item, and provide the exact location of the material, such as the permanent URL for the web page containing the material.
- your full name, email address, telephone number, and full physical address.
- proof of copyright in the Content concerned, namely proof of registration under the DMCA; or, absent such registration, a detailed description of where the work was created, by whom, who or what the subject of the image is, and evidence to support your claim that you own the copyright.
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Sign, scan and email the document to [copyright@getmunt.com](mailto:copyright@getmunt.com). Alternately, sign the document and either fax or mail it to the address found at the end of these Terms. Please make sure that your spam filter does not block our response.

Our address for infringement notices: Frederik Ruyschstraat 24, 8921VV Leeuwarden, the Netherlands

## **8. Company use**

If you are using the Service on behalf of an organization, you are agreeing to these Terms for that organization and promising to the service that you have the authority to bind that organization to these Terms (in which event, "you" and "your" will refer to that organization). Nevertheless, each individual that uses the Service or accepts these Terms on behalf of an organization agrees that the permissions given to the service under these Terms, and the restrictions and limitations to the rights of persons and entities using the Service, apply to each such individual. You may use the Service only in compliance with these Terms and only if you have the power to form a contract with this service and are not barred under any applicable laws from doing so.

## **9. Refund policy**

This service is NOT at any given time responsible for any refunds, cash-backs or damages. It's the account's responsibility to pay out any refunds since this service does not own any of the account's funds. This service is also not responsible for any errors or mishaps that occur during the refund process. It's the customers responsibility to fill out the refund form without any errors.