



Moomoo Crypto Inc. Terms of Use

Last Updated: May 10, 2023

Please read this Terms of Use (the “Agreement”) carefully. By accessing and using the website located at <https://www.moomoo.com/crypto/us>, and all associated sites linked to <https://www.moomoo.com/crypto/us> by Moomoo Crypto Inc., its subsidiaries and affiliates, including Moomoo Crypto Inc. sites around the world (collectively, the “Site”), you are agreeing to this Agreement. Moomoo Crypto Inc. (“we”, “us”, “our”, “Moomoo Crypto”, “moomoo US”) reserves the rights to modify or amend this Agreement from time to time without any prior notification.

By continuing to use the Site following such modifications or amendments to this Agreement, you will be deemed to have accepted and agreed to be bound by such modifications or amendments.

This Agreement is in addition to any other agreements between you and Moomoo Crypto, including any customer or account agreements and any other agreements that govern your use of software, products, good, services, content, tools, and information provided by Moomoo Crypto, and hereby incorporates by this reference any additional terms posted by Moomoo Crypto through the Site, or otherwise made available by Moomoo Crypto.

YOU HEREBY AFFIRM THAT YOU ARE 18 OR OLDER TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 18 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes to this Agreement

We may revise this Agreement from time to time by updating this document. The most updated version of this Agreement will be made available for your review by any reasonable means, including by posting a revised Agreement under a link on the Site or otherwise through the Site (but no changes will apply to any dispute that previously arose between you and us). You agree to review this Agreement periodically for changes. Your use of the Site after any changes to this Agreement will constitute your acceptance of the changes. We (and/or a third party, as applicable) may, at any time, modify or discontinue all or part of the Site (including any content provided by a third party); or charge, change or waive any fees required to use the Site.

2. Applicable Privacy Policy and other Policies

In addition to this Agreement, your access to and use of the Site (including without limitation your submission of information through the Site) is subject to Moomoo Crypto’s then-current policies relating to the Site, including, without limitation, Moomoo Crypto’s Privacy Policy, located at the “Privacy Policy”. By using the Site, you are consenting to have your personal data



transferred to and processed by Moomoo Crypto and its affiliates. As part of providing you the Site, Moomoo Crypto may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Site, which you may not be able to opt-out from receiving. In order to use the ACH payment functionality of Moomoo Crypto's application, you must open a "Dwolla Platform" account provided by Dwolla, Inc., and you must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in the Dwolla account are held subject to Dwolla's Terms of Service, which may mean that such funds are held by Dwolla's financial institution partners. You authorize Moomoo Crypto to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You acknowledge that you will access and manage your Dwolla account through the Site, and that Dwolla account notifications will be sent by Moomoo Crypto, not Dwolla. Moomoo Crypto may provide customer support for your Dwolla account activity; please contact cs@us.moomoocrypto.com for further information.

3. Customer service

You further agree that and understand that if you contact Moomoo for customer support, Moomoo's service representatives may access your personal information to confirm your identity and to provide services to you.

4. Jurisdictional Issues

The Site is controlled or operated (or both) from the United States, and is not intended to subject Moomoo Crypto to any non-U.S. jurisdiction or law by way of the operation or making available of the Site. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. The Site is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation or for illegal purpose. You agree to be bound by any law or regulations which you are located or situated. The services and products offered on the Site are not available in any jurisdiction where it would be unlawful to do so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

5. Services

The Site may include functionality that makes available certain services and other offerings by Moomoo Crypto, which may require payment of applicable fees and may be subject to additional terms. For example, if you become a customer of Moomoo Crypto Inc., your customer relationship, including use of the Site in relation to your account, will be subject to a Customer Agreement between you and Moomoo Crypto Inc., in addition to this Agreement. If any such additional terms conflict with the terms of this Agreement, then such additional terms will govern with respect to the applicable service or other offering.



6. Market Data

You agree to be bound by the provisions provided in the schedule to this Agreement with respect to market data. You undertake and agree not to use all or any part of the market data information being displayed on the Site or provided in the service for the purpose of disseminating or transmitting any market data information to any person, or index computation and compilation, or deriving any tradable products, or any other purpose.

You agree and confirm, and by use of the market data, you have consented to your acceptance of the provisions of Schedule A, attached hereto.

7. No Recommendations or Investment Advice

Moomoo Crypto provides self-directed investors with cryptocurrency related services, but Moomoo Crypto does not make investment recommendations or offer investment advice of any kind. Moreover, Moomoo Crypto does not evaluate whether any specific investment or investment strategy is suitable for you or in your best interest. You are responsible for any investment decisions that you may make. Please note that any content provided through the Site (including any market data or other financial information available through the Site) is made available for informational and educational purposes only, and is not intended to be a recommendation of any specific investment or investment strategy. No content and information about products or services on this Site shall constitute an offer or solicitation to sell, to subscribe to, or provide any recommendation of any securities or any products or services provided by Moomoo Crypto Inc. or any member of our company. Neither we nor any other member of our company have solicited your use of this Site, or any request for information you have made as a result of using this Site; and any content available through this Site shall not be regarded as investment, financial, tax or professional advice. You should consult your own professional adviser before making any investment or financial decision, or purchasing any investment product or subscribing to any service. In addition, please note that certain content available through the Site may be Third Party Materials subject to the provisions of Section 13 of this Agreement. We may work with different companies at any time and provide different content such as news, e-news, journals and articles on this Site. The content provider will be shown at the time of the publication on this Site. You should determine the accuracy of such content. You are solely responsible for evaluating the merits and risks associated with the use of any content available through the Site before making any decisions based on such content. Whilst we have taken care in preparing the content available through the Site, such content is provided to you on an AS IS basis without warranty of any kind, whether express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a particular purpose or absence of computer viruses is given in connection with such content. You agree not to hold Moomoo Crypto liable for any possible claim for damages arising from any decision you make based on the content available through the Site or any third-party websites. Past performance data should not be construed as indicative of future results.



8. Rules of Conduct

In connection with the Site, you must not: · Post, transmit or otherwise make available in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise failing to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner; or (e) a virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”). · Infringe others’ rights or violate any law or regulation. · Use the Site for any purpose that is commercial, or fraudulent or otherwise unlawful. · Harvest or collect information about users of the Site; restrict or inhibit any other person from using the Site; disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of any such server or network. · Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of the Site, except as expressly authorized herein. · Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law; remove any copyright, trademark or other proprietary rights notice; or frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service. · Systematically download and store Site content, or use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape”, “data mine” or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site. You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Site.

9. Registration; User Names and Passwords

You may need to register to use all or part of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. You represent and warrant that any information you provide in connection with any such registration is and will remain accurate and complete, and that you will maintain and update such information as needed. Your user name and password are for your personal use only and should be kept confidential; you, and not Moomoo Crypto, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Site account. In addition to (or in place of) a user name and/or password, the Site may enable you to use facial recognition, unique gestures or other security measures.

YOU ACKNOWLEDGE AND AGREE THAT SUCH SECURITY MEASURES ARE MADE AVAILABLE BY A THIRD PARTY (WHICH MAY INCLUDE A MOBILE DEVICE MANUFACTURER OR OPERATING SYSTEM PROVIDER) AND NOT BY US. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE OF SUCH SECURITY MEASURES,



OR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT THAT RESULTS FROM ANY SUCH FAILURE. SUCH SECURITY MEASURES CONSTITUTE THIRD PARTY MATERIALS (AS DEFINED BELOW). YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR SITE ACCOUNT.

10. Profiles and Forums

Site users may make available certain materials (each, a “User Submission”) through or in connection with the Site, including on blogs or profile pages or on the Site’s interactive services, such as podcasts, message boards and other forums, and chatting, commenting and other messaging functionality (each, a “Forum”). All communications or other User Submissions made on or through the Forums are public. Moomoo Crypto has no control over and is not responsible for any use or misuse (including any distribution) by any third party of User Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

11. License to User Submissions

For purposes of clarity, you retain ownership of your User Submissions. For each User Submission that you make available, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such User Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). In addition, if you provide to us any ideas, proposals, suggestions or other materials (“Feedback”), whether related to the Site or otherwise, such Feedback will be considered a User Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Moomoo Crypto under any fiduciary or other obligation. You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your User Submissions, and your provision thereof, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each User Submission that you may have under any applicable law.

12. Monitoring

We may (but have no obligation to) monitor, evaluate, alter or remove any User Submission before or after it appears on the Site, or analyze your use of the Site. Subject to our Privacy Policy, we may disclose information regarding your use of the Site, and the circumstances surrounding such use, to anyone for any reason or purpose.



13. Your Limited Rights

The Site is licensed (not sold) to end users. Subject to your compliance with this Agreement, and only for as long as you are permitted by Moomoo Crypto to use the Site, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to access and use the Site, only for your personal, non-commercial use. The Site is provided exclusively for personal and noncommercial access and use. No part of the Site may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including by “mirroring”) to any other computer, server, web site or other medium for publication, distribution or making available, or for any commercial enterprise, without Moomoo Crypto’s express prior written consent.

14. Moomoo Crypto's Proprietary Rights

We and our suppliers own the Site, which is protected by proprietary rights and laws. All trade names, logos, product and service names, company names, trademarks and service marks owned by Moomoo Crypto on the Site (the “Moomoo CryptoMarks”) are the property of Moomoo Crypto. All trade names, trademarks, service marks and logos on the Site not owned by us are the property of their respective owners. You may not use any Moomoo Crypto Marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner. All materials displayed on the Site, including software, procedures, works, pictures, files, designs, trademarks, logos and service marks, are protected by copyright owned by Moomoo Crypto and other relevant parties. No part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes, without the prior written permission of Moomoo Crypto or such other parties. We retain all proprietary rights in and to this Site. You are not allowed to use, quote or reprint any such materials without our or such other parties’ written permission. You shall be liable for any loss or damages suffered as a result of any violation of the foregoing (including but not limited to litigation costs and attorney fees).

15. Third Party Materials

The Site may make available access to information, products, services and other materials made available by third parties (“Third Party Materials”), including, without limitation, User Submissions and any information, content, service or software made available via links and/or third-party sites. By accessing any Third Party Materials, you are directing us to access, route and transmit the Third Party Materials to you. We do not prepare, edit, or endorse Third Party Materials. Any hyperlinks to Third Party Materials are provided for your convenience only. By providing hyperlinks to Third Party Materials, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third party or the services or products it provides on the external website, or have any form of cooperation with such third party and the external website. Neither we nor any other member of our company are responsible for the contents available on



or the set-up of any other websites linked to or from this Site. We do not control or guarantee, and are not responsible for any Third Party Materials, including the accuracy, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate or deceptive. The use of Third Party Materials is at your own risk. You shall, at your own discretion, determine the suitability, validity, accuracy, completeness and non-infringement before downloading any software or data from third-party websites. We are not liable for any loss or damage suffered as a result of any access to or interaction with any third-party website via this Site. Nothing in this Agreement will be considered a representation or warranty by Moomoo Crypto with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials through the Site at any time. The availability of any Third Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider. Any price quotes may be delayed 20 minutes or longer, according to the rules and regulations applicable to exchanges and third-party providers. Neither Moomoo Crypto nor any third-party provider makes any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Moomoo Crypto nor any third party provider makes any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF ANY THIRD-PARTY PROVIDERS).

16. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SITE AND ANY THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS”, “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) MOOMOO CRYPTO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND ANY THIRD PARTY MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. MOOMOO CRYPTO DOES NOT GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH MOOMOO CRYPTO AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.



While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. Use of the Site may be limited or unavailable during periods of peak demand, market volatility, system upgrades or for other reasons. The Site may include errors and materials that conflict with this Agreement. Third parties may also make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at cs@us.moomoocrypto.com with a description of the alteration and its location. The services provided through this Site may from time to time be subject to interruptions, failures or malfunctions, which would cause you inconvenience, damage to your computer system, loss of data, errors, alteration or other financial losses. You should undertake appropriate precautions while using the services provided through this Site. You are responsible for sufficient protection and backup of data and equipment and keeping your personal information secured from unauthorized use. We are not liable for any damage caused to you by using (or not being able to use) the services provided through this Site. You will not hold Moomoo Crypto and/or any third-party provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of any content available through the Site; or (b) any loss or damage arising from or occasioned by (i) any error or delay in the transmission of such content, (ii) interruption in any such content due either to any negligent act or omission by any party or due to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), (iii) any other cause beyond the reasonable control of Moomoo Crypto and/or any third-party provider, or (iv) non-performance.

17. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) MOOMOO CRYPTO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, MOOMOO CRYPTO WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF MOOMOO CRYPTO FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (1) THE TOTAL AMOUNT, IF ANY, PAID



BY YOU TO MOOMOO CRYPTO TO USE THE SITE, AND (2) TEN U.S. DOLLARS (\$10). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH MOOMOO CRYPTO AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

18. Indemnity

To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Moomoo Crypto and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Site (including your User Submissions); and (b) any violation or alleged violation of this Agreement by you.

19. Termination

This Agreement will continue until terminated. Moomoo Crypto may terminate or suspend this Agreement and your use of the Site at any time and without prior notice, with or without cause and effectively immediately. Immediately upon any such termination or suspension, your right to use the Site will end, and Moomoo Crypto may deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide further access to those materials. This Agreement will terminate immediately without notice from Moomoo Crypto if you, in Moomoo Crypto's sole discretion, fail to comply with any provision of this Agreement. Moomoo Crypto shall not be liable to you or any third party for the termination or suspension of this Agreement or your use of the Site, or any claims related to such termination or suspension. Sections 2–4, 6–10 and 12–21 will survive termination of this Agreement.

20. GOVERNING LAW; ARBITRATION

The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT MOOMOO CRYPTO AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE. YOU AGREE THAT ANY ARBITRATION UNDER THIS



AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at: http://www.adr.org/sites/default/files/Consumer_Rules_Web_2.pdf. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an inperson hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

Notwithstanding the foregoing, if you are or become a customer of Moomoo Crypto, any disputes between you and Moomoo Crypto relating to Moomoo Crypto's services shall be governed by the terms of the Customer Agreement, which you have signed or will be required to sign in order to become a customer.

21. Information or Complaints

If you have a question or complaint regarding the Site, please email us at cs@us.moomoocrypto.com. Please note that e-mails may not be secure, so you should not include financial or other sensitive information in any e-mail.

22. Export Controls

You are responsible for complying with U.S. export controls and for any violation of those controls, including any U.S. embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any U.S. government list of restricted end users.

23. Miscellaneous

This Agreement does not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Moomoo Crypto. If any term of this Agreement is found to be unenforceable for any reason, that term will be considered separable



from this Agreement and will not affect the enforceability of any other term. You may not assign, transfer or sublicense any of your rights or obligations under this Agreement. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. Neither party's waiver of any breach under this Agreement will be considered a waiver of any earlier or later breach. Any headings in this Agreement are for convenience only. The term "including" and its variations will be interpreted as if followed by the phrase "without limitation". This Agreement, including any incorporated terms, is the entire agreement between you and Moomoo Crypto relating to its subject matter, and supersedes any earlier or contemporaneous agreements or understandings between you and Moomoo Crypto to that subject matter. Notices to you may be made by posting to the Site or by e-mail, or by regular mail. Moomoo Crypto will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. Please note that parental control protections are commercially available that may assist in limiting access to material that is harmful to minors. Current providers of these protections are listed here. Moomoo Crypto does not endorse any of the listed products or services.

24. MARKET DATA INFORMATION

The market data information (the "Market Data") is provided by third parties (collectively, the "Market Data Providers").

In relation to the usage of the Market Data, you acknowledge and agree to the following:

23.1. The provision of Market Data Information

- 23.1.1. Market Data provided herein is for the exclusive use of you for your personal use, within the scope of the activities authorized hereunder and not for any illegal purpose. You shall take all reasonable measures in order to avoid Market Data that it receives being used for unauthorized or illegal purposes or being hacked.
- 23.1.2. You are expressly prohibited from redistributing or otherwise disseminating the said Market Data or any part thereof in any manner or format whatsoever, to any individual or legal entity whatsoever, either for free or for valuable consideration, without the prior written consent of the applicable Market Data Providers, its holding companies and/or any subsidiaries of such holding companies.
- 23.1.3. You unconditionally agree that you shall accept the specific conditions imposed by the Market Data Providers, as specified from time to time by Moomoo Crypto.
- 23.1.4. You acknowledge that the Market Data Providers are and shall remain the owner of all the property rights over the Market Data provided by the Market Data Providers.
- 23.1.5. You are responsible and shall indemnify Moomoo Crypto and the Market Data Providers for all the consequences of any unauthorized use.
- 23.1.6. You acknowledge that since the Market Data relates to financial information, the Market Data Providers and/or Moomoo Crypto reserve(s) the right to modify the structure of the Market Data provided in the event that they are required to do so by legislation or that any regulations governing them are amended.

23.1.7. You acknowledge that Moomoo Crypto is under an absolute obligation to modify or stop providing the Market Data on first demand from the Market Data Providers to do so, and for whatever reason. Should this happen, Moomoo Crypto shall in no case be held liable for the consequences of this modification, interruption or termination in the provision of Market Data.

23.1.8. Neither Moomoo Crypto nor any Market Data Provider shall be directly or indirectly liable for any damage whatsoever resulting directly or indirectly from the content, reliability, integrity, comprehensiveness, accuracy or quality of the Market Data. Moomoo Crypto shall not be directly or indirectly liable for any damages whatsoever, including consequential loss, special, indirect or punitive damages, resulting from or arising out of an interruption or of the transmission of the Market Data.

23.1.9. You agree to pay Market Data fees as stipulated by Moomoo Crypto from time to time.

23.2. Termination

23.2.1. The provisions herein shall enter into effect on the date of acceptance by you herein and it shall continue in effect without expiration until and unless Moomoo Crypto notifies you of its intent to discontinue providing the Market Data.

23.2.2. The provisions herein will automatically terminate with immediate effect in the event of termination and/or closure of your account with Moomoo Crypto.

23.2.3. Moomoo Crypto shall automatically terminate and cut off the flow of Market Data at any time, without any liability, and/or owing any compensation, to you, if you do not comply with the terms and conditions set forth herein concerning the Market Data.

23.3. Disclaimers

23.3.1. The Market Data Providers' Disclaimer. In relation to the Market Data supplied by the Market Data Providers, you acknowledge and agree that: MARKET DATA PROVIDERS AND/OR ANY SUBSIDIARIES OF SUCH HOLDING COMPANIES ENDEAVOUR TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DO NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

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