

1. INTRODUCTION

1.1 This Membership Agreement (“Agreement”) is for our members who are residents of the European Economic Area (EEA), the European Union (EU) Switzerland, Russia and CIS countries. If you reside in the United States of America, you are unable to use our service. If you reside anywhere else in the world, please contact us to get more information regarding on weather you can or can't use our service. Flashlight Investments LP, Reg No. LP018529, Registered [Office: Suite 6032 128 Aldersgate Street](#), Barbican, London, England, EC1A 4AE, is referred to as "Flashlight Investments LP," "we," "our," or "us."

1.2 This Agreement is an important document. It is a binding contract between you and Flashlight Investments LP and, where applicable, other service providers whose applications we have integrated with, and that applies to your use of: this website, the products or services we may provide or offer, your member account (“Account”), collectively the “Service”. We may modify or update this Agreement from time to time. Your continued use of the Service will be subject to any modifications we make.

1.3 Flashlight Investments LP is a member only service. Your use of the Service is subject to certain limits and restrictions unless you become a registered and verified member of Flashlight Investments LP. By registering to become a verified member of Flashlight Investments LP and/or by using the Service, you expressly agree that you have read, understand and accept all the terms and conditions of this Agreement. You also acknowledge that you have read and understand our Privacy & Data Policy, our Cookie Policy, our Electronic Communications Delivery Policy (set forth in Section 2 below).

1.4 If you do not accept the terms of the Agreement, you may not become a member, you may not create an Account, and you are not authorized to use the Service for any purpose. If you have any questions, you can contact our member support team.

1.5 THIS IS A VERY IMPORTANT DOCUMENT, WHICH YOU MUST CONSIDER VERY CAREFULLY WHEN CHOOSING WHETHER TO ACCESS, AND/OR BECOME A MEMBER OF, AND/OR USE THE SERVICE. THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED (SEE SECTION 16 "DISPUTES"). IT ALSO CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL REQUIRE YOU AND US TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE (SEE SECTION 16 "DISPUTES") 30 DAYS AFTER THE DATE YOU ACCEPT THIS AGREEMENT FOR THE FIRST TIME. WE WILL CONSIDER THE DATE OF ACCEPTANCE THE DATE WHICH YOU START THE REGISTRATION PROCESS TO BECOME A MEMBER OF FLASHLIGHT INVESTMENTS LP. UNLESS YOU OPT OUT IN WRITING 30 DAYS AFTER THE DATE YOU ACCEPT THIS AGREEMENT FOR THE FIRST TIME: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST FLASHLIGHT INVESTMENTS LP ON AN INDIVIDUAL

BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (B) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

1.6 OUR LIABILITY TO YOU IS LIMITED BY THIS AGREEMENT (SEE SECTION 22“NO WARRANTY, RELEASE AND AGGREGATE LIABILITY”).

2.ELECTRONIC COMMUNICATIONS.

2.1 We may be required to provide certain disclosures, notices and other communications (collectively “Communications”) to you in written form. Pursuant to this Agreement, we will deliver such Communications to you in electronic form. Your acceptance of this Agreement confirms your ability and consent to receive such Communications electronically, rather than in paper form.

2.2 You agree and consent to receive electronically all Communications, including, without limitation, amendments to this Agreement and other documents, notices and disclosures that we provide in connection with your use of the Service. “Communications” include, but are not limited to:

- Agreements and policies you agree to (e.g., this Agreement and the Privacy & Data Policy), including updates to such agreements or policies;
- Transaction confirmations, acknowledgements, authorizations, disclosures, receipts or confirmations;
- Transaction activity statements and history;
- All other communications or documents related to or about your Account and your use of the Service.

2.3 Electronic Communications shall be deemed to be received by you upon delivery in the following manner:

- Posting them on or in a website or mobile application associated with us or the Service;
- Sending them via electronic mail to the email address you used to register for the Service; or
- Otherwise communicating them to you via the Service.

2.4 It is your responsibility to open and review Communications that we deliver to you through the methods described above. We may, but are not obligated to, provide you with notice of the availability of a Communication that is delivered in one of the methods described above (for example, by informing you of such Communication through a notification sent to your mobile device).

2.5 It is your responsibility to keep your primary email address registered with us up to date so that we can communicate with you electronically. You understand and agree that if we send you an electronic Communication but you do not receive it because your primary email address registered with us is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

2.6 Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you may need to add us to your

email address book so that you will be able to receive the Communications we send to you.

2.7 You can update your primary email address and other contact information by submitting a Support request or by logging into the Service and navigating to your profile. If your email address becomes invalid such that electronic Communications sent to you by us are returned, we may deem your Account to be inactive, and you may not be able to use the Service until we receive a valid primary email address from you.

2.8 In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A computer or other device with an Internet connection;
- A current web browser (e.g. recent versions of Chrome, Firefox and Safari, Internet Explorer 9 or above) with cookies enabled;
- Software capable of opening documents in PDF format;
- A valid email address (your primary email address registered with us); and
 - Sufficient storage space to save past Communications or an installed printer to print them.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from us. By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You should print or save a copy of these Communications for your records as they may not be accessible online at a later date.

2.9 If you are requesting additional copies of Communications or withdrawing your consent, the following additional terms will apply:

- You may contact us, or any applicable service provider, to request another electronic copy of the electronic Communication without a fee;
- You may request a paper copy of such electronic Communication within ninety days of the original Communication issuance date, and we reserve the right to charge a fee to provide such paper copy;
- You may contact us to update your registration information used for electronic Communications or to withdraw consent to receive electronic Communications; and
- We reserve the right to terminate your use of the Service and any associated service provider products and services if you decline or withdraw consent to receive electronic Communications.

You may contact us in relation to this Section 2.

3. REPRESENTATIONS YOU MAKE TO US.

You represent and warrant to us that the following statements are and will remain true:

3.1 You are at least 18 years old and have the capacity to enter into a legally binding agreement. If you are the parent or legal guardian of individual(s) between 13 and the legal age of majority in the jurisdiction where you reside, you may allow those individual(s) to use Accounts you create in their name solely under

your direct supervision and only in accordance with this Agreement, provided that you agree not to share any card or bank information with such individuals and that you agree that you will remain liable for all activities of such individual(s).

3.2 You reside in, and will only access the Service from, a country or state where we permit the Service to be accessed. A list is provided here.

3.3 You will not engage in any **Prohibited Businesses or Prohibited Uses**.

3.4 You will provide us with your legal identity and any supporting information and documents that we may request, including but not limited to a copy of your drivers license and a copy of your passport.

3.5 Any funds, fiat currency, virtual or crypto currencies, virtual and precious metals and commodities (collectively "Value") used by you in connection with the Service are yours or you have the legal authority to use them and they are not subject to any liens, security interest or claims of any nature.

3.6 Your use of the Service complies with all applicable laws and regulations including, without limitation, requirements governing the maintenance and use of fiduciary accounts and custodial assets, all US export controls and economic sanctions requirements.

3.7 You are not in, under the control of, or a national or resident of, and will not supply any Value, product or service to a resident of Cuba, Iran, North Korea, Sudan, Syria or any other jurisdiction subject to US embargo, available here, UN sanctions, available here or HM Treasury's financial sanctions regime, available here.

3.8 You are not on, acting for anyone on, and will not supply any Value or any products or services to Cuba, Iran, North Korea, Sudan, Syria or any other country subject to US embargo, available here or to anyone on: the Specially Designated Nationals List, the U.S. Commerce Department's Denied Persons List, Unverified List, or Entity List, HM Treasury's financial sanctions regime or the UN Consolidated United Nations Security Council Sanctions List.

3.9 You will not access the Service using automated means of any nature. For developers, please see our Developer Agreement.

3.11 You will not send, use or upload any scripts, viruses or malicious code. You will not develop extensions, plugins or applications except as may be allowed under our Developer Agreement.

3.12 You will not do anything that could disable, overburden or impair the functionality, rendering or appearance of the Service, including through denial of service or other attack.

3.13 All information you provide to us will be complete and accurate and you commit to keeping all information complete and accurate at all times.

3.14 You may only create, have, administer and/or control one Account. If you require a subsequent, additional Account you must first get the written permission of us to do so. You may request a subsequent, additional Account through our support contact form with the proposed purpose for a subsequent, additional Account. We are under no obligation to approve any subsequent, additional Account. If we find that you have opened, operated and/or are operating a subsequent, additional Account, or more than one Account at any one time without

our permission we reserves all rights, including but not limited to, terminating your Account(s), revoking your limited license to use the Service and taking whatever other means we deem necessary to protect our members, us and the Service.

4. INQUIRIES ABOUT YOU.

We need to know who you are for legal regulatory and compliance reasons. We may prompt you for personal information like your legal name, address, government identification, date of birth, taxpayer identification number, bank information or credit card information. We may also ask questions and verify information ourselves or through trusted entities we work with for verification and compliance purposes. You agree that we may use the information you provide and other information to verify who you are. This may include looking up available public information and asking other entities, like banks, for information about you. You acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness including, without limitation, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying information against third party databases or through other sources. Additional information is available in our Privacy & Data Policy. If you are entering this Agreement on behalf of an entity or otherwise open an Account on the Service for an entity, you are hereby providing us with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain your personal and/or business credit report from a credit bureau. You also authorize us to obtain your personal and/or business credit report when you request certain new products or at any time we reasonably believe there may be an increased level of risk associated with your Account.

5. DESCRIPTION OF THE SERVICE, TRANSFERRING VALUE AND SERVICES WE DO NOT PROVIDE.

5.1 We provide hosted wallet(s) that allow you to hold the financial equivalent of funds you place with Flashlight Investments LP in a digitally represented form of "Value". This Value is displayed and represented to you in real-time. You may hold and convert multiple forms of said Value, and to transfer Value to other Flashlight Investments LP members and with some restrictions to non-Members as well.

5.2 We provide tools to track, transfer, and manage your Value wallet(s) and Account information. Within the limits of the Service, we facilitate Value transactions according to instructions received from your Account and communicate with the Value transfer and transaction network(s) on your behalf, as necessary.

5.3 Your rights are to the Value you place and hold on our Service, in such forms of Value and means of Value transfer, that Flashlight Investments LP supports which are subject to change.

5.4 To remove Value from the Service, you must transfer cryptocurrency to a correct address or use any fiat transfer methods that we may, from time-to-time,

make available to you. With regard to cryptocurrency transactions, we will transfer Value according to the instructions received from you, but we do not guarantee the identity of the person or entity receiving the transfer and we may require verification of the identity of that person or entity from you in certain circumstances. If you initiate a transfer to an email address not associated with an Account, we will invite the recipient to become a member. However, you are responsible for the accuracy of recipient and transaction details you provide us. You specifically acknowledge that you understand that cryptocurrency transactions cannot be cancelled or reversed.

5.5 We charge a conversion or exchange fee for some transactions and generally display the fee before you initiate a conversion or exchange. If we confirm your transfer of one type of Value to another, you agree to the posted exchange rate for that conversion. Such fees are listed on our transparency page.

5.6 We may charge a fee for adding and removing Value to cover applicable bank, wire or other fees. We will display applicable fees for adding or removing Value prior to you completing the transaction. We will not process a transaction if the fee exceeds the value of your transaction. In addition, your bank or card issuer may charge fees for a given transaction. We will display applicable fees for adding or removing Value prior to you completing the transaction. Current fees are located here.

5.7 The fees posted on our transparency page may not apply to certain high volume and/or institutional or business customers who we require to execute a separate agreement.

5.8 If your primary add-Value method has insufficient Value to cover the amount to be added, we may immediately cancel or reverse the transaction. We may try, but have no obligation to, attempt to fulfill add-Value transaction using an alternative payment method. You agree that we may debit any of your payment methods for the full or partial amount of your add-Value request plus any fees or amounts due us. We may resubmit debits or charges to your add-Value methods until all amounts owed by you to us are satisfied in full.

5.9 Your bank may charge you non-sufficient funds ("NSF") or overdraft fees if you do not have sufficient funds to complete a transaction. You are responsible for maintaining an adequate balance in your Account and sufficient credit limits on your credit cards in order to avoid any overdraft, NSF or similar fees. Any and all NSFs are your sole responsibility.

5.10 You grant us a security interest in any and all Value that come into our possession that is associated with your Account for the limited purposes of (i) satisfying obligations you have to us under this Agreement or otherwise and (ii) exercising any rights or remedies we have pursuant to this Agreement or otherwise. You agree to execute, deliver, and pay applicable fees for any documents we request to create, perfect, maintain and enforce this security interest.

5.11 You expressly agree that you will not reverse or attempt to reverse any add-funds or add-Value transaction(s) you complete. You also agree that we may deduct any Value associated with your Account if an add funds or add-Value transaction using a bank account or credit card is subsequently reversed via a

chargeback, reversal, claim or is otherwise invalidated. We may also deduct any Value held by you in a wallet to satisfy any outstanding amount owed by you to us under this Agreement or otherwise. We reserve the right to report, suspend and/or terminate Accounts for chargeback abuse.

5.12 For regulatory and compliance reasons, we reserve the right to refuse to process, cancel or reverse, any add-funds and/or any add-Value transaction(s) if we suspect the transaction(s) may involve illicit activity like money laundering, terrorist financing, fraud, any crime, or as required by facially valid legal process, or relates to a Prohibited Use or Prohibited Business. We reserve the right to report, suspend and/or terminate Accounts for such suspected activity.

5.13 With some forms of Value we may need to store Value in private keys and where applicable, we may do so in a combination of online and offline storage. From time to time, we may need to retrieve information that is offline. This can delay initiation or crediting for sometimes days. We cannot always guarantee that a requested transaction will not be delayed and you agree that we are not responsible for any issues with respect to such delays. We rely upon third parties for the purchase and sale of Value to maintain our Reserve. Some of these parties have short operating histories and unproven management and there have been situations where some Value and other exchanges have lost client funds due to fraud, mismanagement, theft, or other reasons. There is a risk that one or more of these parties may not perform according to our agreements with them and you accept those risks.

5.14 If you initiate recurring add-funds, add-Value or remove-funds, remove-Value transaction(s) via bank, credit and/or debit card transfer, you authorize us to initiate recurring electronic debit or credit entries from or to your relevant linked, external account(s). Your recurring transactions will occur in identical, periodic installments, based on the period you specify (e.g., daily, weekly, monthly), until either you or we cancel the recurrence. If the transaction falls on a weekend or holiday, or after bank business hours, the electronic credit or debit will be executed on the next business day but the applicable exchange rate (if applicable) quoted at the time of the transaction will apply. If your institution is unable to process any debit entry, we will attempt to notify you. Your authorization will persist until you change your recurring transaction settings or notify us in writing. You agree to notify us in writing of any changes in your linked, external account(s), debit and/or credit card information prior to setting up a recurring transaction. We may, at any time, terminate recurring transactions with prior or subsequent notice to you.

5.15 You agree that we may set-off any of the amounts held in Accounts held or controlled by you with any fees, charges or other amounts you owe us and (unless prevented by insolvency law) any such amounts you owe other members. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts mentioned in this section from an Account held or controlled by you.

5.16 Inactive Accounts / Unclaimed Property. In the event Flashlight Investments LP is holding funds in your Flashlight Investments LP wallet, and Flashlight Investments LP has deemed the account inactive or inactive by no record of you transacting or using the Platform for more than 90 days, applicable law states

Flashlight Investments LP may be required to report these funds as unclaimed property to the Country where your account is registered. In the event this occurs, Flashlight Investments LP will attempt to locate you via email and at the physical address on record, however, if Flashlight Investments LP is unable to locate you, funds may be surrendered to the applicable jurisdiction as unclaimed.

In order to maintain inactive accounts, Flashlight Investments LP will debit Member account associated inactive account fees, and any other administrative costs from inactive accounts, as permitted by law. Flashlight Investments LP will attempt to communicate to Members prior to their account becoming inactive that their account will be debited if their account remains inactive past the 90 days anniversary.

An account is considered inactive if there are no transactions initiated by Member after 90 days. A transaction is considered any action which value is moved and is initiated by a member within their Flashlight Investments LP wallet. Including a bank transfer (deposit or withdrawal), moving value between cards, sending value to another member, email address, or crypto address.

6. SHARING OF INFORMATION.

We do not share your information unless required to do so by law and/or unless we have your express consent to do so. If we are required by law to share your information we will do so under our Privacy & Data Policy. Information about how we may engage with law enforcement officials is available [here](#). We may contact any other financial institution, law enforcement, or affected third parties (including other members) and share details of any transactions you are associated with, if we believe doing so may prevent financial loss or a violation of law.

7. ABANDONED PROPERTY.

Subject to the remainder of this section, Value held in your Account is not subject to any time limitation as to its validity. If you do not access your Account for a period of three years or any other period required by law it may be closed. After closure, we may use the information you have provided us to try to send you any funds in redemption of the Value in your Account. If that information is not correct and we are unable to complete the payment to you, we may then deposit (at your expense) your Value with the appropriate agency, if any, based on information we have about your residence.

8. ASSUMED RISK WITH TRANSACTIONS.

Your use of the Service, or any part thereof, is at your sole risk and we assume no responsibility for the underlying transaction of funds, or the actions or identity of any transfer recipient or sender. If any third party files a claim for a chargeback or we are otherwise informed of a dispute between you and another party, we are not responsible for determining the veracity of claims or resolving the dispute, including disposition of any associated Value.

9. NON-WAIVER OF RIGHTS.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement shall not be construed to waive rights that cannot be waived under applicable consumer protection laws or regulations including, without limitation, the state money transmission laws in the state where you are located.

10. YOUR LIMITED LICENSE TO USE OUR SERVICE.

We grant you a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Service solely for informational, transactional, or other approved purposes and reserve all other rights in the Service, including without limitation, our websites, APIs and other content. You agree you have no other rights beyond this limited license. You agree you will not copy, transmit, distribute, sell, resell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another website, or in any other way exploit any content or other part of the Service for any purpose. You also agree that you will not frame or display any part of the Service without our prior written permission and that you will not use our trademarks without our permission.

11. RISKS SPECIFIC TO CRYPTOCURRENCY.

Cryptocurrencies are historically more volatile relative to fiat currency and other assets and the unpredictability of the price of cryptocurrency relative to fiat currency may result in significant loss over a short period of time. Cryptocurrencies are not legal tender, are not backed by the government or a central bank and generally have no underlying assets, revenue stream, or other source of value tied to fiat currency or other assets. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Cryptocurrencies. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange fiat currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. Cryptocurrency ownership is often determined by a decentralized public ledger that associates an amount of cryptocurrency with a unique address defined by a public cryptographic key. A private cryptographic key is required to transfer cryptocurrency from one address to another. Anyone with access to the private key associated with the address can transfer the associated cryptocurrency. Cryptocurrency transfers generally cannot be cancelled or reversed and the identity of the holder of the private key associated with any address can be difficult, if not impossible, to ascertain. The nature of cryptocurrency may lead to an increased risk of fraud or cyber attack. If you are using cryptocurrency held in the Service to purchase goods or services, we have no visibility into the sellers and cannot control delivery, quality, safety, or legality. Losses due to fraudulent or accidental

transactions may not be recoverable. If you have a dispute with sellers or buyers, you agree to deal directly with them and hold Flashlight Investments LP blameless in all disputes. The nature of cryptocurrency means that any technological difficulties experienced by Flashlight Investments LP may prevent the access or use of a member's cryptocurrency.

12. THINGS YOU SHOULD KNOW ABOUT THE INTERNET.

Using the internet has its own risks. We have certain requirements for passwords and multi-factor authentication. But, no matter how strong your password is, you must ensure that your Account credentials—including credentials for the email account you use in connection with the Service—are secure. If they are not, people may compromise and take action on your Account. You should always use two-factor authentication, always avoid copying scripts into your browser address bar, and avoid clicking on links, opening attachments or visiting internet resources you do not trust. You are responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access or in relation to the Service. We assume no responsibility for any losses resulting from the compromise of your Account.

13. THIRD-PARTY APPLICATIONS AND MATERIALS.

You may decide to link to third-party applications or content others make available through the Service. You should carefully consider both the functionality purportedly offered and the developer offering the functionality before authorizing the application. Unless otherwise stated, we have no control over applications and assume no responsibility for developers' actions. If you authorize a third-party application to connect to your Account and take actions on your behalf, you assume all risks associated with those connections and actions and you are ultimately responsible to us for those actions and connections. We require developers to list a support or dispute framework in connection with their application that allows prompt resolution of any issues. But, if you have disputes with developers, you will need to resolve it directly with them. You also agree that you will not hold us responsible for, and will indemnify us against, any liability arising out of or related to any act or omission of any third-party using your Account credentials whether a developer or otherwise. You may remove permissions granted to third parties with respect to your Account at any time through your Account Settings (Integrations) page.

14. TERMINATION AND CANCELLATION.

We want to be together for a long time. We work hard to keep you happy and hope you remain a member for many years.

14.1 In the event that you want to stop using the Service you can cancel your Account if you are in good standing and compliant with the terms of this Agreement and other policies. To cancel, simply remove all funds in your wallet and visit our cancellation page. We will decide whether to cancel or suspend any

pending transactions and we will need to hold funds until any applicable reversal windows are complete and all your obligations to us are satisfied. Of course, you may not cancel your Account in an effort to avoid paying amounts due us or if your activity is under investigation.

14.2 In some cases we may terminate, suspend or otherwise restrict your Account and use of the Service if we suspect your Account is connected to any Prohibited Use or Business, for suspected violation of this Member Agreement or policies or to otherwise prevent potential loss. Your use of the Service is a privilege, and not a right and we reserve our right to terminate, suspend or restrict your access to the Service, as well as take other actions described in Section 16, at any time to protect you, members and/or us as we deem necessary.

14.3 If your Account is terminated, subject to verification requirements, you will generally be permitted to transfer funds for thirty (30) days unless those transfers are otherwise prohibited.

15. FLASHLIGHT INVESTMENTS LP RIGHTS AND REMEDIES.

15.1 You are responsible for all claims, fees, fines, penalties and other liability incurred by Flashlight Investments LP or a third party caused by or arising out of your breach of this Membership Agreement, and/or your use of the Flashlight Investments LP Services. You agree to reimburse Flashlight Investments LP or a third party for any and all such liability and any fees and expenses incurred in the event that Flashlight Investments LP must undertake collection efforts to enforce its rights hereunder.

15.2 In some cases where you engage in a Prohibited Use or Business in violation of the Membership Agreement, it may be difficult or impractical to calculate our actual damages. You acknowledge and agree that \$1,000 USD per violation is a reasonable minimum estimate of Flashlight Investments LP actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to Flashlight Investments LP that reasonably could be anticipated.

16. DISPUTES.

We work hard to resolve any disputes we may have through our support team. If we cannot, you and we agree that any dispute arising under or relating to your use of the Service or any action by us affecting your Account, either you or we may choose to resolve the dispute by binding arbitration, instead of in court. Any claim (except for a claim for intellectual property infringement, abuse of the Service by members or the validity or enforceability of this arbitration provision, including the class action waiver) shall be resolved by binding arbitration if either side requests it.

THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the class action waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

ECC-NET, AND FINANCIAL OMBUDSMAN SERVICE. If you have a complaint to make about us, you may choose to escalate it by contacting one of the following:

- European Consumer Centre (ECC-Net). You may obtain further information regarding the ECC-Net and how to contact them at (http://ec.europa.eu/consumers/redress_cons/).\
- UK Financial Ombudsman Service (FOS). For UK resident member - the FOS is a free, independent service which might be able to settle a complaint between you and us. You may obtain further information regarding the FOS and contact the FOS at <http://www.financial-ombudsman.org.uk>.

Scope and Rules. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of the requirement to arbitrate is void or voidable. Arbitration must proceed only with and under this arbitration clause and the applicable International Chamber of Commerce's (ICC) Rules, but the rules in this arbitration clause will be followed if there is disagreement between them and ICC's procedures. If ICC's rules or procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. For a copy of ICC's rules and procedures, to file a claim or for other information, please see <http://www.iccwbo.org>. If ICC is completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court appoint a substitute arbitrator.

Fees and Costs. If the value of the relief sought is US\$2,000 or less, upon your written request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail in accordance with ICC's Rules along with your Demand for Arbitration. If the value of the relief sought is more than US\$2,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Flashlight Investments LP will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration lack merit, you agree to reimburse Flashlight

Investments LP for all fees associated with the arbitration actually paid by us on your behalf that you otherwise would be obligated to pay under the ICC's rules.

Proceedings, Hearings, Decisions and Enforcement. The arbitration shall be held in Antigua, W.I. or London, UK, whichever is more convenient for you. If these locations are not convenient for you, we may agree to hold the arbitration where you reside or you and we may agree to have the held by telephone or solely through written submissions, which election shall be binding on you subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise. A single arbitrator will be appointed. The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the ICC rules;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege;
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the ICC rules. However, if more than US\$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than thirty (30) days after the original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award. Any arbitration award may be enforced in any court with jurisdiction to do so.

Other Beneficiaries of this Provision. In addition to you and us, the rights and duties described in this arbitration clause apply to: our affiliates and our and their officers, directors and employees; and any third party co-defendant of a claim subject to this arbitration provision.

Survival of this Provision. This arbitration provision shall survive: the closing of your Account; voluntary payment of your Account or any part of it; any legal proceedings to collect money you owe; any bankruptcy by you; and any sale by us of your Account.

17. INDEMNITY.

If anyone brings a claim against us, our affiliates or service providers, and/or each of our or their respective officers, directors, agents, joint venturers, employees or representatives, related to your use of the Service, or any part thereof, including, without limitation, any developer tools or alleged violation of any laws, rules or rights, you indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

18. NO WARRANTY, RELEASE AND AGGREGATE LIABILITY.

WE TRY TO KEEP THE SERVICE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE SERVICE, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE, OR SECURE. OPERATION OF THE SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE REAL OR PERCEIVED VALUE OF ANY VIRTUAL CURRENCY AS DENOMINATED IN ANY QUOTED CURRENCY. ALTHOUGH WE MAY PROVIDE HISTORICAL AND/OR REAL-TIME DATA REGARDING THE PRICE OF VIRTUAL CURRENCY, WE MAKE NO REPRESENTATIONS REGARDING THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF SUCH DATA, AND YOU SHOULD NOT RELY ON SUCH DATA FOR ANY REASON. YOU UNDERSTAND AND AGREE THAT THE VALUE OF VIRTUAL CURRENCY CAN BE VOLATILE, AND WE ARE NOT IN ANY WAY RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU MAY INCUR BY HOLDING OR TRADING VIRTUAL CURRENCY, EVEN IF THE SERVICE IS DELAYED, SUSPENDED, OR INTERRUPTED FOR ANY REASON. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTIES AS TO THE QUALITY, SUITABILITY, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY MATERIALS CONTAINED THEREIN. WE WILL MAKE REASONABLE EFFORTS TO ENSURE THAT ANY REQUESTS FOR ELECTRONIC DEBITS AND CREDITS INVOLVING BANK ACCOUNTS, CREDIT CARDS, AND CHECK ISSUANCES ARE PROCESSED IN A TIMELY MANNER BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING.

WE ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AND OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY FOR US OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE ACTUAL FEES PAID TO US BY YOU IN THE PRECEDING THREE (3) MONTHS OR US\$100 DOLLARS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED.

Nothing in this Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor's gross negligence or to the extent such limitation or exclusion is not permitted by applicable law.

19. OTHER MATTERS.

19.1 Additional agreements with us. Unless otherwise agreed in writing, this Agreement sets forth the entire understanding and agreement between you and us as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and of every nature between and among you and us. If you are a developer, you additionally agree to our Developer Agreement.

19.2 Transferring these rights and obligations to others. This Agreement, and any rights, obligations and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without notice or restriction, including without limitation to any of our affiliates, parents or subsidiaries, or to any successor in interest. Any attempted transfer or assignment in violation hereof shall be null and void except that, subject to the limits herein, our agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

19.3 Interpretation of this Agreement; Third Party Rights. If any provision of this Agreement is held by a court to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible and any such finding shall not affect the enforceability of any other provision. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any

term of this Agreement (except for our affiliates in respect of their rights as specified in this Agreement) but this does not affect any right or remedy of third parties which exists or is available apart from that Act.

19.4 Ongoing obligations after this agreement ends. Provisions herein related to suspension, termination, cancellation, debts, general use of the Service, fees, disputes, your liability, indemnity and general provisions shall survive any termination of this Agreement.

19.5 Translations and Summaries. Any translation or summary of the Service, this Agreement and/or policies is provided solely as a convenience and is not intended to modify the Service, this Agreement, and/or any policies. You agree that the English version of the Service, Agreement and policies will control in the event of any conflict between the English versions of the Service, this Agreement and/or policies and any translated versions of the same.

19.6 Contracting Parties and Governing Law This Agreement is between you and Flashlight Investments LP, a United Kingdom of Great Britain and Northern Ireland company. You agree that this Agreement and the relationship between us shall be governed by English law, without regard to principles of conflict of laws, govern this Agreement and any claim or dispute between you and us.

APPENDIX 1: PROHIBITED BUSINESSES AND PROHIBITED USE

The following categories of businesses, business practices, and sale items are barred from using our services ("Prohibited Businesses"). By opening an Account, you confirm that you will not use the Service to transact in connection with the following businesses, activities, practices, or items:

- Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveler's checks, and escrow services
- Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party
- Stolen goods
 - Narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs
- Gambling, except where permitted by and with our prior written permission
- Sports forecasting or odds making
- Prostitution
- Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same
- Funding any of the items included on this Prohibited Businesses list
- Extortion, blackmail, or efforts to induce unearned payments
- Unlicensed sale of firearms and weapons
- Deceptive marketing practices
- Any business that violates any law, statute, ordinance or regulation

- Acting in concert with others or through multiple accounts that you control in order to circumvent per account trading limits.

You may not use your Account or the Service to engage in the following categories of activity ("Prohibited Use"). You confirm that you will not use your Account to do any of the following:

- Violate or assist any party in violating any law, statute, ordinance, regulation or any rule of any self-regulatory or similar organization of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections)
- Partake in a transaction which involves the proceeds of any unlawful activity
- Partake in any transaction involving online gambling except where permitted and with our prior written permission
- Defraud or attempt to defraud us or our members
- Infringe our or any third party's intellectual property
- Provide false, inaccurate or misleading information
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information
- Interfere with another individual's or entity's access to or use of any part of Service
- Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights of others
- Publish, distribute or disseminate any unlawful material or information
- Transmit or upload any viruses, Trojan horses, worms, or any other malicious programs
- Access the Service through programmatic means
- Act as a payment intermediary or aggregator or otherwise resell our Services, unless authorized by us in writing
- Transfer any rights granted to you by us to another party
- Use another member's password for any purpose
- Compromise Accounts, computer systems or networks connected to the Service through any means
- Use any Account other than the single Account created with your real identity

APPENDIX 2: VERIFICATION PROCEDURES AND LIMITS

We use multi-level systems and procedures to collect and verify information about you in order to help keep ourselves, our members and our partners safe from fraudulent activity and for record-keeping purposes. Your daily or weekly Add-Funds limits, Remove-Funds limits, Transaction limits, and Transfer limits are based on the information you provide to us. Members who wish to use the Service must, at minimum:

- Establish an Account with us by providing their legal name, verifying their email address, verifying their date of birth, phone number, provide two forms of government issued ID – such as a passport and drivers license and accept our Membership Agreement in full

Members who wish to add or remove Value using an available fiat transfer must, at minimum:

- Add and verify a bank account, credit and/or debit card
- Provide additional details, including their residential address and government-issued document and/or social security number
- We also may require that you provide or verify additional identifying information or to wait some amount of time a transaction before permitting you to use the Service at all or at any given level. You may view applicable volume limits by visiting [here](#).

You can contact us through support to request increased limits. We may require you to submit to enhanced due diligence at your cost and, of course, we cannot guarantee that we can increase your limits.