



ASTRABIT
USER AGREEMENT
(As of September 2025)

This agreement ("**User Agreement**"), is a contract between you (also referred to as "**User**" or "**you**") and CPT Capital, LLC, a Delaware limited liability company doing business as AstraBit ("**AstraBit**," "**we**," or "**us**"). This User Agreement governs your access and use of the AstraBit Site and Services. You agree that you have read, understand, and accept all of the terms and conditions contained in this User Agreement, and all policies and other documents incorporated by reference.

If you do not agree to this User Agreement, do not use or access the AstraBit Site or Services.

IMPORTANT NOTICES

Results Will Vary. Past performance is not an indication of future performance. Price and liquidity of Digital Assets may fluctuate substantially. Projections, opinions, and estimates are based on data and assumptions which may not prove to be valid or accurate, and which are outside of AstraBit's and your control.

Digital Assets are Risky. You may lose money trading in Digital Assets. Losses may be substantial and may occur over a short period of time. Digital Assets are subject to numerous risks. You should consult with your financial and tax advisers.

No Warranties or Guarantees. The Services are provided "as is" and "as available" without any warranties or guarantees of any kind, including any guarantees of performance or returns.

User Discretion. You may elect to receive information about AstraBit's trading strategies or use other trading strategies. However, you retain sole and absolute discretion for all Services you elect to use, all decisions related to your Account, and Transactions made in your Linked Wallet on third party Digital Asset Exchanges.

No Investment Advice, Brokerage, or Custody. AstraBit is not a Digital Asset Exchange, nor a registered investment adviser, broker dealer, money transmitter, trustee, custodian or other agent or fiduciary. AstraBit does not provide financial, investment, business, Accounting, tax, legal, or other advice, and you should not rely on it as such.

Arbitration. Any disputes between you and AstraBit are subject to resolution by binding arbitration, and you waive your right to participate in a class action lawsuit or class-wide arbitration.

These notices are intended to highlight risks and terms, and do not set forth everything a User needs to know about AstraBit or trading in Digital Assets. Additional information about these and other important matters and AstraBit terms are set forth in more detail below.

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1. **AstraBit SERVICES**

1. **Digital Assets Software and Strategy.**

AstraBit operates Software that provides Bots that enable you to manage your Digital Asset holdings through the AstraBit Platform using AstraBit Signals or your Custom Strategy. The Software provides you with tools that allow you to:

- place buy/sell orders from your Bot that will automatically cause one or several third party Digital Asset Exchanges to execute Transactions from your Linked Wallet, using the capabilities of third-party public APIs and features of the AstraBit Website;
- configure the parameters of your Bot, which will automatically cause third-party Digital Asset Exchanges to execute Transactions within those established parameters and without the need for additional human interaction or intervention;



- for an additional fee, elect to follow and receive additional information from third parties who use the Software as a platform to distribute their own information to Users who have subscribed to their feed or distribution list; and
- use AstraBit API to establish an electronic connection to third-party services.

2. Other AstraBit Services.

In addition to the Software, AstraBit may make available other products and services from time to time, to persons deemed to be eligible for such services in AstraBit's sole discretion, which shall be subject to such terms and conditions as may be prescribed by AstraBit and published on the AstraBit Site.

3. Scope of Services.

AstraBit provides “software-as-a-service” to support your trading of Digital Assets in your Linked Wallet on third party Digital Asset Exchanges you choose. Your Instructions are executed automatically on your behalf. You are solely responsible for determining whether any Digital Asset, strategy, or Transaction is appropriate for you based on your objectives, financial circumstances, risk tolerance, and other factors.

- **No Investment Advice.** AstraBit does not provide financial, investment, business, Accounting, tax, legal, or other advice, and you should not treat or rely on the Services as such. AstraBit does not recommend that any Digit Asset should be bought, sold, held, or traded by you. AstraBit is not a registered investment adviser with the Securities and Exchange Commission under the United States Investment Advisers Act of 1940 or similar statute or regulation of any state or other jurisdiction.
- **No Exchange or Brokerage.** AstraBit is not a Digital Asset Exchange, nor an exchange or broker approved by FINRA, nor an “exchange” or “broker” as defined under 15 USCS §78(c) or similar statute or regulation of any state or other jurisdiction, nor a “Money Services Business” governed by FinCEN as defined under 1010.100(ff) or similar money transmitter statute or regulation of any state or other jurisdiction. AstraBit has no responsibility for third party Digital Asset Exchanges you select to complete your Transactions. AstraBit does not knowingly buy Digital Assets from Users, sell Digital Assets to Users, or facilitate such transactions between Users.
- **No Custody.** You are responsible for your Linked Wallet. You cannot store any Digital Assets, fiat money, or currency of any kind with AstraBit. You cannot use AstraBit to



deposit or withdraw funds from your Linked Wallet. AstraBit is not a custodian, bank, trustee, or otherwise a depository institution.

- **Approved Digital Assets and Digital Asset Exchange.** The Services may be used only with AstraBit-approved Digital Assets on approved Digital Asset Exchanges, which may be changed from time to time in AstraBit's discretion. The Services may not be used to trade in securities or commodities.

2. FEES AND BILLING.

1. Membership Plans and Fees.

- **Fee Schedule.** A full list of AstraBit's fees can be found on AstraBit's fee schedule currently in effect as published on the AstraBit Site. You agree to pay AstraBit any and all prevailing fees charged by AstraBit from time to time in connection with the provision or use of the Services.
- **Changes to the Price and Membership Plans.** We reserve the right to change our membership plans or adjust pricing for our Services or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this User Agreement, any price changes or changes to your subscription plan will take effect and notice will be provided to you.
- **Promotions and Discounts.** If we offer you a promotion and/or a discount (e.g., a promotional price or bundled subscription), the specific terms of the promotion will be disclosed during your sign-up or in other materials provided to you. We will begin billing your Payment Method for your Membership at the then-current, non-promotional price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed by AstraBit in our sole and absolute discretion. AstraBit may participate in special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. AstraBit is not responsible for the products and services provided by such third parties. Some membership plans may have differing and/or additional conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your AstraBit membership by visiting the AstraBit Site.

- **Credit Account Balance.**

- Through the Services, we may make available a prepaid credit balance system (the “Credit Account Balance”). We may, in our sole discretion, require you to use the credits in your Credit Account Balance to purchase Bots and Custom Strategies on AstraBit-approved Digital Asset Exchanges (“Credits”). Credits may not be used to purchase any merchandise from AstraBit or any Digital Asset Exchange.
- To set up and use your Credit Account Balance, you will be asked to provide your Payment Method, as further referenced in Section 2(3) below. You authorize us to charge your Payment Method for any Credit Account Balance funds or other fees incurred by you in connection with the Services. You are responsible for all uses of your Credit Account Balance, including all purchases made by you or anyone else using your Credit Account Balance.
- You authorize us to charge your Credit Account Balance each day for each Bot and Custom Strategy that you have subscribed to for such day (collectively, the “Daily Credit Charge”). You may unsubscribe from any Bot or Custom Strategy in your discretion at any time.
- If, in your sole discretion, you opt in to the “Automatic Top Off Option,” you agree that if and when your Credit Account Balance falls below \$5.00 USD (the “Top Off Minimum”), we may automatically charge your Payment Method an amount sufficient to bring your Credit Account Balance up to the Top Off Minimum. Except for the Top Off Minimum option, we agree to not charge your Payment Method for the equivalent of the Daily Credit Charge provided there are sufficient Credits in your Credit Account Balance to cover your Daily Credit Charge.
- You may purchase Credits from us for \$1.00 USD per one (1) Credit using your Payment Method.
- We may, in our sole discretion, award you with a number of free credits at any time.
- We may, in our sole discretion, award you with a number of free credits when you establish a new account for the first time with an AstraBit-approved Digital Asset Exchange using a pre-designated AstraBit referral code (each, a “New Exchange Account”). You may have only (1) New Exchange Account on any given Digital Asset Exchange at any time.
- We agree that, for any commission we earn from your trading with a New Exchange Account each day (collectively, the “Daily New Exchange Commission”), we will award you with a number of free Credits that correspond with such Daily New Exchange Commission up to a maximum equivalent portion of the Daily Credit Charge that is directly accrued from your trading on such New Exchange Account.
- Credit Account Balance funds do not constitute a personal property right, Credits have no value outside of the Services, and Credits are not redeemable for money or monetary value from AstraBit or any other person or entity. Credit Account Balance Funds are non-refundable, non-transferable and do not accrue



interest. However, if, in our sole discretion, you are refunded for a Bot or Custom Strategy, we will return the funds to your Credit Account Balance in the form of Credits.

- We reserve the right to suspend or terminate your Credit Account Balance if after investigation we determine in our sole discretion that you misused the Credit Account Balance, conducted unauthorized Credit Account Balance transactions from another user's Credit Account Balance, or used the Credit Account Balance to conduct any fraudulent or other illegal activity.

2. **Automatic Renewal.**

Your membership will continue and automatically renew until terminated. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle (see "Cancellation" below).

3. **Billing.**

- **Billing Cycle.** The membership and/or subscription fee for the AstraBit Services and any other charges you may incur in connection with your use of the Services, such as taxes and possible administrative or transaction fees, will be charged to your Payment Method on the billing date. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the Service. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization even during any possible free trial period.
- **Payment Methods.** To use the AstraBit Services you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated with your Account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your Account, we may suspend your access to the Services until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

- **Updating your Payment Methods.** You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Methods.

4. **User Cancellation or Modification of Membership Plan.**

You can cancel or downgrade your AstraBit membership plan at any time. To cancel or modify, go to the "Account" page on the AstraBit Site and follow the instructions. If you cancel your membership, your Account will automatically close at the end of your current billing period. If you signed up for AstraBit using your Account with a third party as a Payment Method and wish to cancel your AstraBit membership, you may need to do so through that third party, for example by visiting your Account with the applicable third party and turning off auto-renew, or unsubscribing from the AstraBit service through that third party. You may also find billing information about your AstraBit membership by visiting your Account with the applicable third party.

- **No Refunds.** Payments and Credits are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the Services through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration ("**Complimentary Credits**") to some or all of our members in our discretion. AstraBit retains discretion to determine the amount and form of such Complimentary Credits. The provision of Complimentary Credits in one instance does not entitle you to Complimentary Credits in the future for similar instances, nor does it obligate us to provide Complimentary Credits in the future, under any circumstance.
- **Downgrades.** If you downgrade your Membership by moving from a higher priced Membership to a lesser priced Membership, you will continue to have access to the most current billed level of AstraBit Services through the end of your billing period. Your new downgraded plan shall take effect at the start of your new billing period.
- **Upgrades.** You may upgrade your Membership, by moving from a lesser priced Membership to a higher priced Membership, at any time. Immediately upon upgrade you will be granted access to the upgraded level of AstraBit Services and your Payment Method will be billed either the full new upgraded amount or the difference between your prior, lower Membership, and the new upgraded level. Where applicable, charges for updating one or more Services may be prorated for



any partial Billing month of service. The proration will be applied to your next billing cycle.

3. ACCOUNTS AND ACCESS

1. Opening an AstraBit Account.

In order to use the Services, you will need to apply for an Account by (a) providing your real name, email address and such other information as we may require, (b) selecting a password and (c) accepting the terms and conditions of this User Agreement and the Privacy Policy. You will also be required to open and maintain accounts with Linked Wallet operators, and accept the terms and conditions of the Linked Wallet operator and any addendums prescribed by AstraBit with respect to the Linked Wallet operator in order to use certain Services.

We reserve sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever, or limit the number of Account(s) that you may hold, Services you may access, and membership plans, Digital Assets and/or Digital Asset Exchanges available to you.

2. Eligibility. Users must meet the following eligibility criteria:

- Users who are individuals must be at least 18 years old and have full mental capacity to enter into this User Agreement and make decisions regarding the Services and Transactions.
- Users establishing an account for an entity must have full power, authority, and capacity to enter into this User Agreement and make decisions regarding the Services and Transactions.
- Users may not be residents of or domiciled in a Restricted State.

3. Identity Verification.

- You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information for at least 6 years (see below for details). You will need to complete certain verification procedures before you are permitted to use the Services and your access to one or more Account(s) or the Services, and the limits that apply to your use of the Account(s) or the Services may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone



number, email address, date of birth, taxpayer identification number, government identification number and scans of government-issued identity documents. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your Account(s) plus 6 years beyond the termination of your Account(s). You agree to keep us updated if any of the information you provide changes.

- You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full.
- If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, AstraBit shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.
- We reserve the right to request for, and you agree to provide, any and all such information and documents which are relevant or necessary in connection with the use of the AstraBit Platform and/or the Services.

4. Enhanced Due Diligence.

We may require you to submit additional information about yourself or your business, provide records or documentation, or have face to face meetings with representatives of AstraBit (such process, "**Enhanced Due Diligence**"). We reserve the right to charge you any costs and fees associated with such Enhanced Due Diligence.

5. Access.

To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the Internet. Your Account(s) or the Services can be accessed directly using the Website or by such other mode of access (including but not limited to through the AstraBit APIs) as AstraBit may



prescribe from time to time. The use of the AstraBit Site and other methods may be subject to such additional terms as may be prescribed by AstraBit.

You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication. We require multi-factor authentication to keep your Account(s) safe and secure. As a result, you may be required to use at least two forms of authentication when accessing your Account(s) and performing certain operations in your Account(s). Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through SMS or a specified and supported 2FA application. If you choose to install and use a 2FA application on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a "rooted" (Android) or "jailbroken" (iOS) device. We reserve the right in our sole discretion to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you.

6. Account Usage.

- You must ensure that Account(s) registered under your name will not be used by any other person.
- Corporate Account Users must ensure that Corporate Account(s) registered under your name will not be used by persons that have not completed identity verification, as described in Section 3.3.
- You must notify us immediately of any breach of security, loss, theft or unauthorized use of your username, password or security information.
- AstraBit reserves the right to terminate, suspend or restrict your access to any Account if there is reasonable suspicion by us that the person logged into your Account is not the natural person authorized to use the Account or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes.
- At AstraBit's discretion, Corporate Account Users may access the Sub-Account feature on the AstraBit Platform. Each natural person associated with a Sub-



Account must undergo identity verification, as described in Section 3.3. Only one natural person may be associated with a particular Sub-Account.

7. Safeguarding your Account.

- **AstraBit Details.** You undertake to maintain at all times adequate security and control of all of your Account details, passwords, personal identification numbers (PINs), API keys, API secret keys, or any other codes that you use to access your Account(s) or the Services or to send any Instruction to us.
- **Email Account.** You shall keep the email account associated with your Account and Linked Wallet(s) ("**Email Account**") secure against any attacks and unauthorized access. You are required to notify AstraBit immediately if you have knowledge or have reason for suspecting that the security of your Email Account has been compromised or if there has been any unauthorized use of your Email Account.
- **Linked Wallets.** You undertake to maintain at all times adequate security and control of your Linked Wallets.
- **Notice of Security Breach.** If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or AstraBit (together a "**Security Breach**"), you must immediately lock your Account via the disable account function on the Website or via any other method as may be prescribed by AstraBit from time to time, contact our user support, and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage, or report any Security Breach. Failure to provide prompt notification of any Security Breach may be considered in our determination of the appropriate resolution of the matter.

8. Closing Your Account.

You may terminate your Account(s) at any time by following the Account termination procedures as prescribed by AstraBit from time to time. You will not be charged for terminating your Account(s), although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation.

9. Suspension, Termination, and Cancellation.

We may from time to time in our sole and absolute discretion: (a) refuse to complete or block, cancel or reverse any Transaction you have authorized or instructed, (b) terminate, suspend or restrict your access to any or all of the Services, (c) terminate, suspend or restrict your access to any or all of your Account(s), and/or (d) refuse to transmit information or Instructions to third parties (including but not limited to Linked Wallet operators), in each case with immediate effect for any reason or no reason whatsoever. Circumstances in which such suspension, termination or cancellation may arise include, without limitation, those where:

- we are required to do so by any applicable law or regulation, or any court or authority to which we are subject in any jurisdiction;
- we have determined or suspect that you have breached any terms and conditions in this User Agreement (including the Linked Wallet Addendum(s) or any other documents, materials or information incorporated by reference herein), Platform Rules and/or the Privacy Policy;
- we have determined or suspect that you have breached any terms and conditions imposed by the operator of any Linked Wallet or you have revoked any authorization provided to us in the Linked Wallet Addendum(s);
- we have determined or suspect that any Transaction is unauthorized, erroneous, fraudulent or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorized or unlawful manner;
- we have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime;
- use of your Account is subject to any pending or ongoing litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account activity;
- you have taken any action that may circumvent our controls such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time;
- you have not complied with the terms under the User Agreement (including the Linked Wallet Addendum(s) or any documents, materials or information incorporated by reference herein), the Platform Rules, the Code of Conduct, the Tax Disclosure, The Intellectual Property and Confidentiality Addendum and/or the Privacy Policy as well as any schedule, rider and/or addendum; or



- you have terminated the Linked Wallet(s) that you are required to maintain to use certain Services or you have not complied with the terms and conditions imposed by the operator of any Linked Wallet(s) or you have revoked the authorizations provided to us in the Linked Wallet Addendum(s).

Our actions may be based on confidential criteria that are essential to our risk management and security protocols, and AstraBit is under no obligation to disclose the details of our risk management and security procedures to you.

Under no circumstances shall AstraBit or any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with the terms of this section. FURTHERMORE, YOU UNCONDITIONALLY AGREE THAT IN THE EVENT THAT AstraBit EXERCISES OUR RIGHT TO TERMINATE, SUSPEND, RESTRICT OR IN ANYWAY MODIFY ACCESS TO YOUR ACCOUNT(S) OR THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS OF THIS AGREEMENT, ALL FEES AND MEMBERSHIP PAID BY YOU TO US IN ACCORDANCE WITH THIS AGREEMENT SHALL BE NON-REFUNDABLE AND YOU WAIVE ANY AND ALL CLAIM AND RIGHTS TO RETURN OF SAID FUNDS.

4. REPRESENTATIONS AND WARRANTIES.

You make the following representations and certify that all of the representations and warranties set out in this User Agreement and any and all agreements entered into pursuant to, or in connection with, the terms of this User Agreement, are true, accurate, correct and complied with in all respects at all times.

1. Eligibility and Access.

You represent and warrant to AstraBit upon application and at all times during your membership that you:

- Are at least 18 years old;
- Are not a citizen or resident of or domiciled in a Restricted State;
- Have provided accurate and complete responses to the information requested by AstraBit;
- Have not previously been suspended or terminated by AstraBit;
- Have full power, authority and capacity to enter into this Agreement, use the Services, access the Linked Account, and perform your obligations under this User Agreement, and doing so does not violate law applicable to you;

- Are using the Services for your own benefit or the benefit of the entity in whose name you have opened the Account and not on behalf of any other entity or person;
- Have performed and will perform all of your covenants, agreements, obligations or undertakings under this User Agreement and any and all agreements entered into pursuant to, or in connection with, the terms of this User Agreement; and such other conditions or prerequisites that AstraBit or the operators of any Linked Wallets may impose from time to time in its sole and absolute discretion, including but not limited to any Linked Wallet Addendums;
- If you are acting on behalf of an entity, you represent that the entity is duly incorporated, duly organized and validly exist under the laws of its jurisdiction and has full power to conduct its business;
- Have obtained all consents, permissions, authorizations, approvals, and agreements of third parties and/or any regulatory authority or jurisdiction necessary for you or the entity to enter into this User Agreement and perform hereunder;
- Will adhere to and be bound by the Platform Rules and Code of Conduct as AstraBit may, from time to time in its sole discretion, put into effect by posting on the AstraBit Site; and
- Are not currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets Control, nor are directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any U.S. government sanctions authority, including the U.S. Treasury Department's Office of Foreign Assets Control.

2. Prohibited Conduct.

You represent and warrant to AstraBit upon application and at all times during your membership that you will NOT do any of the following in connection with AstraBit or the Services:

- Breach this User Agreement, the AstraBit Privacy Policy, Platform Rules, Code of Conduct, any Linked Wallet Addendum, AstraBit Intellectual Property and Confidentiality Addendum, or any agreement entered into pursuant to, or in connection with, the terms of this User Agreement;
- Use the Services in any manner related to or in furtherance of any illegal activity, including, but not limited to, money laundering, fraud, theft, gambling, or terrorist

activities, or engage in potentially fraudulent or suspicious activity and/or transactions;

- Use the Services to provide investment advisory, brokerage, or other financial services to third parties, including but not limited to investment vehicles, investment funds, or individual investment accounts;
- Securitize, fractionalize, or offer to third parties interests in your AstraBit Account or Linked Wallets;
- Use the Services if you are a citizen of or reside in any jurisdiction where any activities performed with AstraBit are prohibited or require a license, permit and/or authorization of any kind, which your or AstraBit has not obtained;
- Interfere with, disrupt, or inhibit other users from using AstraBit, including but not limited to taking any action that damages or overburdens the functioning of AstraBit or its infrastructure;
- Attempt to circumvent, damage, or alter the intended functioning of AstraBit;
- Violate AstraBit's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Remove any copyright or other proprietary notices from AstraBit;
- Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar damaging software or programs;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Use any AstraBit-related communication channels in any way that violates the Code of Conduct, Platform Rules, applicable law, or that AstraBit determines in its sole and absolute discretion is unacceptable;
- Provide false, inaccurate or misleading information or refuse to cooperate in any investigation or provide confirmation of your identity or the accuracy of any information you provide to AstraBit;
- Receive or attempt to receive funds from both AstraBit and another User for the same transaction during the course of a dispute;
- Conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties or other liability to AstraBit, other users, third parties or you;
- Allow your Accounts or your balances held in the Linked Wallets to have a negative balance;
- Use an anonymizing proxy;



- Use any robot, spider, other automatic device, or manual process to monitor or copy the AstraBit Site without our prior written permission;
- Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with the AstraBit Site, the Services, our network, systems, data and/or any third party tool that AstraBit may use in providing Services;
- Take any action that may cause us to lose any of the services from our internet service providers, or other suppliers; or
- Obtain or attempt to obtain unauthorized access to the Services or to our servers, systems, network, data and/or any third party tool that AstraBit may use in providing the Services or to any other user's account or Linked Wallet.

3. Further Acknowledgements.

You acknowledge that: (a) you make all of your representations and warranties for the purpose of inducing AstraBit to grant you an Account and access to the Services; (b) you understand that AstraBit will rely upon your representations and warranties; (c) AstraBit shall have the right to terminate, suspend or restrict your access to your Account(s) without refund, as well as take any other action as we deem necessary, in the event that you are not, or are no longer, eligible to use the Services.

Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY CLAIMS, DEMANDS AND DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL, OR ANY OTHER DAMAGES OF ANY KIND, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED IN ANY WAY TO THE BREACH OR INVALIDITY OF ANY OF YOUR REPRESENTATIONS OR WARRANTIES.

5. TRANSACTIONS AND INSTRUCTIONS.

1. User Instructions.

- **User Discretion.** You are solely responsible for accurately entering any Instruction, including but not limited to all the necessary information in order to enable AstraBit to carry out any Instruction. All Instructions, whether to follow your Custom Strategy or an AstraBit Signal, are made at your discretion.

- **Custom Strategies.** You may attach any Custom Strategy you choose to provide Instructions to your Bot, including strategies provided by third parties. Users retain full discretion for selecting and managing their Custom Strategies. AstraBit does not assess or monitor compatibility, performance or any other functioning aspects of any Custom Strategies. Users retain full discretion and ability to modify their Custom Strategy and turn on or off an AstraBit Signal with respect to their Linked Accounts and Digital Assets. Any time a User turns on the AstraBit Signal, it will by default override any Custom Strategy and its Instructions. If you do not want the AstraBit Signal to override your Customer Strategy, you must disable the AstraBit Signal.
- **Manual Trading.** Users retain full discretion and ability to engage in Manual Transactions, such as through instructions given by the user directly to a Digital Asset Exchange through the Linked Wallet rather than through the AstraBit Bot. However, when users engage in Manual Transactions in the same Linked Wallet where they also have given a Bot Instructions by enabling AstraBit Signals or a Custom Strategy, the Manual Transactions may be in conflict with the user's Bot Instructions, cause excess transactions, or otherwise result in significant errors, malfunctions, and losses.
- **No Verification.** AstraBit is not obliged to verify the accuracy, completeness or authenticity of any such information or Instruction, or the identity, authority, or authenticity of any person giving any Instruction, or monitoring or processing Instructions, or refusing to process duplicate Instructions.
- **Irrevocable.** Your Instructions shall be irrevocable and unconditional and shall be binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. Once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent. Your Instruction shall not be considered to be received by AstraBit unless and until it has been received by AstraBit's server.
- **Binding.** AstraBit's records of all Instructions shall be conclusive and binding on you for all purposes.

2. **AstraBit Discretion.**

You acknowledge and agree that AstraBit may, in its sole and absolute discretion for any reason or no reason whatsoever, refuse to act upon or defer acting on any Instruction, or seek further information with respect to the Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' refusal or delay in acting upon any Instruction.

3. **Notification of Instructions and Transactions.**



AstraBit may provide notification to you upon receipt of any Instruction from you. You are responsible to ensure that the details in any such notification transmitted to you are in accordance with your Instruction. Completion notification that an Instruction and/or a Transaction has been effected by AstraBit may be provided to you via electronic communications or directly on the Website. Any such completion notification transmitted to you shall be deemed to have been received by you immediately after transmission. You are required to contact us if you do not receive any completion notification within the time usually required for a similar notification to be received. It is your sole responsibility to notify AstraBit if you do not receive our notices or communications.

4. Authorization to Effectuate Transaction.

You hereby authorize AstraBit to communicate your Instructions to the Digital Asset Exchange to effectuate your Transactions in your Linked Wallet and to provide settlement information to the Digital Asset Exchange or other third parties for the purposes of crediting or debiting your Linked Wallet in accordance with your Instruction. We reserve the right not to (but have no obligation not to) effectuate any Instructions if you have insufficient fiat monies or Digital Assets in your Linked Wallets to complete your Instructions (i.e. less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction).

5. Market Makers.

You acknowledge, agree, and accept that one or more Market Makers (which may include affiliates or related corporations of AstraBit acting in such capacity) may be appointed by AstraBit to promote liquidity for AstraBit Users, and any such Market Makers may enter into Transactions with you as your counterparty. Market Makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions.

6. Limits.

You may be subject to limits on the value of Transactions for which you provide AstraBit Instructions out of your Linked Wallets ("**Limits**") during in a given period or in accordance with your chosen membership plan. Limits applicable to each membership plan are posted on the AstraBit Site. Your Limits may vary in AstraBit's sole and absolute discretion. We reserve the right to change any applicable Limits from time to time in our sole and absolute discretion. If you wish to increase any of the current Limits applicable to you, you may upgrade your membership plan or submit a request to our user support. In respect of any such request, we may, in our sole and absolute discretion, increase your Limit, lower your Limit, or maintain your current Limit, in each case subject to any further conditions that we may impose on you. In respect of any request to increase all or any of the current Limits applicable to you, we may require

Enhanced Due Diligence measures to be conducted. We reserve the right to charge you any costs and fees associated with such Enhanced Due Diligence.

7. Unauthorized Transactions.

You are solely responsible for the control and use of your Account(s) and Bots and any Instruction sent from your Account(s) is deemed to be authorized and is binding on you. We are not obliged to verify the identity or authority of any person(s) using your Account(s) and we shall be at liberty to accept and place full reliance on any Instruction sent from your Account(s). If you notice any unauthorized or suspicious activity in your Account(s), you must notify us immediately.

8. Retention of Transaction Information.

To facilitate compliance with global industry standards for data retention, you agree to permit us (but agree to not require us) to keep a record of all Instructions and Transaction information for the lifetime of your Account(s) plus 6 years beyond the termination of your Account(s).

9. Right to Audit.

Without notice and at any time, and for any reason during the term of this Agreement AstraBit may in our sole and absolute discretion perform an audit of your Account(s) and Transaction history, procedures and records including accessing your trading and/or Transaction history, your exchange and/or your Linked Wallet(s) via your Linked Wallet APIs to ensure compliance with this Agreement.

6. RISKS.

You acknowledge and agree that you use AstraBit and its Services, issue Instructions, and engage in Transactions in Digital Assets at your own risk. These risks include, but are not limited to, those described in this User Agreement. The occurrence of any of these or other risks could result in the permanent and total loss of your Digital Assets and fiat currency and/or lost profit opportunities.

1. Performance of Digital Assets.

- As with any asset, the price and relative value of Digital Assets can increase or decrease. Prices and trading volumes for Digital Assets have been subject to large fluctuations in the past and may be in the future.

- Fluctuations may result from the risks described in this User Agreement, from general economic or social conditions, disasters, market participation, fluctuations in fiat currencies, and from numerous other factors.
- Fluctuations may cause substantial losses and/or lack of liquidity. The market for any particular Digital Asset may completely disappear.
- You should carefully consider whether owning or trading Digital Assets is suitable for you, taking into account your financial condition, knowledge about Digital Assets, risk tolerance, financial objectives, and other factors.

2. Transaction Risk.

- Transactions in Digital Assets may be irreversible, and losses due to accident, errors, or fraud may not be recoverable.
- Some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other User initiates the Transactions through AstraBit or completes them on the Digital Asset Exchange.
- Digital Asset blockchains, Digital Asset Exchanges, and AstraBit infrastructure may become congested or nonoperational because of attacks, bugs, hard forks, technical difficulties, disasters or other reasons. It may not be possible to execute Transactions during such periods, resulting in losses.
- Custom Strategies may not function consistently or accurately with the AstraBit infrastructure, resulting in malfunctions, errors, and losses. You are solely responsible for assessing compatibility and monitoring performance of your Custom Strategy.
- All Transactions are automatically executed based on your Instructions. You are solely responsible for determining whether particular Services, Instructions, or Transactions are suitable for you.

3. Security Risk.

Hackers or others may attempt to interfere with, attack, or take over AstraBit, your Bot(s), your hardware, your Linked Wallet, Digital Asset Exchanges, Digital Assets, or your Account through malware attacks, DoS attacks, Sybil attacks, spoofing, phishing, and many other types of malicious activity. While we utilize protections intended to protect AstraBit, no system is immune to this type of malicious activity, and AstraBit has no control over protections for Linked Wallets, Digital Asset Exchanges, Digital Assets, or other third parties. Digital Assets are not legal tender or backed by any government, and your Account is not FDIC insured or protected by insurance.

4. Regulatory Risk.

Digital Assets, Transactions in Digital Assets, and the business of AstraBit and other activities related to Digital Assets are subject to many different and changing types of regulations around the world. These regulations can have a material impact on our ability to provide AstraBit Services, the value of our Services, your ability to achieve your objectives, and every other aspect of working with Digital Assets. These regulations also can have a material impact on the value of Digital Assets. AstraBit makes no representations about the regulatory status of any particular Digital Asset.

5. Risks Related to Blockchain Forks.

It is possible that planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets may occur from time to time in such a way as to result in the creation of one or more related versions of an existing Digital Asset (each instance of any such change, a "**Fork**"). Such Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one or more such versions of a Digital Asset (each a "**Dominant Digital Asset**") and the partial or total abandonment or loss of value of any other versions of such Digital Asset (each a "**Non-Dominant Digital Asset**"). We are under no obligation to support a Fork of a Digital Asset that you hold in your Linked Wallet on your exchange, whether or not any resulting version of such Forked Digital Asset is a Dominant Digital Asset or a Non-Dominant Digital Asset. If we elect, at our sole and absolute discretion, to support a Fork of a Digital Asset, we will make a public announcement through the Website.

6. Availability of Services.

AstraBit does not guarantee availability of its Services, and cannot assure the availability of any Digital Asset Exchange, Linked Wallet or other third party service. Operations may be temporarily or permanently prevented by regular planned maintenance and extraordinary or other circumstances.

7. Delisting Risk.

Your preferred Digital Asset Exchange may remove one or more Digital Assets from its platform. Likewise, AstraBit may remove one or more Digital Assets from a membership plan or the Services, such that Users will be unable to utilize the Services with respect to those Digital Assets. Delisting may occur for any reason or no reason, or may be required due to law or regulation. In the event of such delisting, you authorize AstraBit's cancellation of your outstanding Instructions for delisted Digital Assets and removal of Bots executing Instructions for Transactions for such delisted Digital Assets, though AstraBit shall not be required by this User Agreement to take either action. AstraBit will endeavor to provide reasonable notice of delisting by AstraBit.

8. No Warranties.

AstraBit SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT.

- AstraBit does not guarantee that the use of its Services will generate any returns, profits or value.
- We do not make any representations or warranties that access to the AstraBit Site, any of your Account(s) or the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely or error-free.
- We will make reasonable efforts to ensure that Instructions provided to AstraBit are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete Transaction processing which is dependent upon many factors outside of our control.
- We enable you to select Custom Strategies, but we make no representations or warranties regarding the compatibility of such Custom Strategies with our Services.

7. DISPUTE RESOLUTION

You and AstraBit agree that the following provisions shall apply to any dispute or claim that may arise out of or relate to this User Agreement or Services, including, without limitation, federal and state claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory.

1. Complaints.

In the event of a complaint, please set out the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant, in the manner described on our user support webpage. AstraBit will then open a support ticket and a user complaints officer ("**Complaint Officer**") will consider your complaint. The Complaint Officer will consider your complaint based on the information you have provided and any information that we have based on our records. Within thirty (30) Business Days of our receipt of your complaint, the Complaint Officer will endeavor to reasonably address points raised in your

complaint. The Complaint Officer may: (i) offer to resolve your complaint in the way you have requested; (ii) reject your complaint; or (iii) offer to resolve your complaint with an alternative proposal or solution. In exceptional circumstances, if the Complaint Officer is unable to respond to your complaint within thirty (30) Business Days, the Complaint Officer will endeavor to send you a holding response specifying the date by which the Complaint Officer expects to be able to respond to your complaint. AstraBit reserves the right not to respond to complaints that it reasonably concludes are harassing, inappropriate, fraudulent, or otherwise not brought for a legitimate purpose. Any offer of resolution made by AstraBit will only become binding upon your acceptance. No offer of resolution shall constitute an admission of wrongdoing or liability by us.

2. Notice of Claim.

If after completing the Complaint process you elect to pursue any claim against AstraBit, you must first send to AstraBit, by certified mail, a written Notice of your claim ("**Notice**"). The Notice to AstraBit must be addressed to: General Counsel, CPT Capital, LLC, C/O Registered Office Service Company, 614 N. Dupont Hwy, Suite 210, Dover, DE 19901 ("**Notice Address**"). If AstraBit wishes to pursue a claim against you, it must send a written Notice to the email address used for your Membership account. A Notice, whether sent by you or by AstraBit, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If AstraBit and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AstraBit may commence an arbitration proceeding or other action if applicable law prohibits enforcement of this arbitration requirement.

3. Arbitration.

If we cannot resolve the dispute informally, you and AstraBit agree that any dispute or claim shall be resolved through binding arbitration. Arbitration shall be conducted in New York City, New York (USA), before a single arbitrator, in accordance with the American Arbitration Association's rules for arbitration of commercial disputes. This arbitration provision includes, without limitation, disputes arising out of or related to the interpretation or application of this arbitration clause. The arbitration will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

4. Governing Law and Jurisdiction. This User Agreement shall be construed in accordance with and governed for all purposes by the laws and public policy of the State of Delaware. Judgement upon any arbitration award may be entered, and any action not subject to arbitration under applicable law shall be brought, in any state or Federal Court in Kent County, Delaware having jurisdiction thereover.

5. Class Action Waiver.

ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT COLLECTIVELY WITH ANY OTHER PLAINTIFF OR PUTATIVE CLASS. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION.

6. Jury Trial Waiver.

YOU AND AstraBit EACH HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT.

8. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

1. Indemnification.

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless AstraBit, AstraBit's Members, shareholders, joint venture parties, affiliates and related corporations and entities, and the officers, directors, employees, representatives, agents, suppliers and service providers of each of the foregoing (collectively, the "**Indemnified Persons**") from and against any and all losses, liabilities, costs, claims, charges, actions, demands and expenses (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) (collectively, "**Losses**") which the Indemnified Persons may incur, suffer or which may be made against them resulting from or by reason of (i) your use, misuse, or inability to access or use the Services, (ii) your breach of this User Agreement (including all documents incorporated by reference) or any agreement entered into pursuant to or in connection with the Services; (iii) any breach or violation by you of any law, rule or regulation, or the rights of any third parties, and/or (iv) any act, omission, negligence, breach, offence or default committed or attributable to you.

2. Limitations of Liability.



IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO AstraBit, THE SERVICES, OR ACCOUNTS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM AstraBit, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO AstraBit'S, TECHNOLOGY, RECORDS, OR PROPERTY.

- **Damages Limitation.** Our liability, and the collective liability of the Indemnified Persons, to you or any third parties in any circumstance is limited to the lesser of (a) actual amount of loss or damage which is caused directly and is reasonably foreseeable by our breach of this User Agreement, or (b) USD \$1,000. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.
- **Losses Caused by Third Parties.** You acknowledge that AstraBit has no responsibility for any Linked Wallet, Digital Asset Exchange, Digital Asset, or other third party service, hardware, or product, and any losses associated with the actions or inactions of any third party.
- **Losses From Manual Transactions.** You acknowledge that if you engage in Manual Transactions and also give AstraBit Instructions with respect to the same Linked Wallet, you may experience unintended consequences. You expressly agree that you will have no claim against AstraBit, and AstraBit and the Indemnified Persons shall have no liability for any losses whatsoever that arise from, your execution of any Manual Transaction and/or your manually increasing your equity and/or position size beyond your Limit. You fully indemnify and hold harmless the Indemnified Persons from and against any Losses that may arise from the execution of a Manual Transaction by you which cause your Account(s) and/or Bot(s) to malfunction, interruptions in the Services and/or your Linked Wallet and/or Bot to otherwise not transact for you as Instructed. You understand in such an instance, the risk of loss may be substantial and losses may occur over a short period of time.

- **Termination of Your Account.** In the Event that AstraBit exercises its right to terminate, suspend, restrict or modify your Account or Services pursuant to this User Agreement, you waive any and all claims and rights for direct or indirect losses or damages or the return of fees you have paid to AstraBit.
- **Force Majeure.** AstraBit is not liable for breach of this User Agreement or any agreement entered into pursuant to, or in connection with, the Services where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which were not reasonably avoidable despite all efforts to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any laws, rules or regulations.
- **Security of User Devices.** AstraBit is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. AstraBit's user support will never ask to screen share or otherwise seek to access your computer or Account(s); similarly, we will not ask for your 2FA codes. Always log into your Account(s) through the AstraBit Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

9. **PRIVACY**

1. **Personal Data.**

You agree to and consent to the collection, use, disclosure, and processing of personal data you provide to us and your personal data in accordance with AstraBit's Privacy Policy.

2. **Representations.**

You warrant and represent that: (a) before providing any such personal data to us, you have read and understood our Privacy Policy and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and (b) you have obtained all necessary consents from each individual to whom such personal data relates for the disclosure of such individual's personal data to



AstraBit and/or other relevant parties as specified in the Privacy Policy for such persons' collection, use and/or disclosure for the purposes specified therein, that such consents have not been withdrawn, that such disclosure is made in accordance with all applicable data protection and data privacy laws, and that such data is accurate, up to date and relevant when disclosed.

3. **Privacy of Others.**

If you receive information about another User through AstraBit or from utilizing any Services, you must keep the information confidential and only use it in connection with the Services and always in accordance with applicable laws and regulations. You must not disclose or distribute any User's information to a third party or use the information in any manner except as reasonably necessary to effect a Transaction.

10. **CONFIDENTIALITY & INTELLECTUAL PROPERTY**

1. **Intellectual Property and Confidentiality Addendum.**

You acknowledge that, pursuant to and in connection with your receipt of the Services, you will receive confidential information, trade secrets, and intellectual property belonging to AstraBit. You agree to be expressly bound by the terms of the AstraBit Intellectual Property and Confidentiality Addendum, and you acknowledge that your compliance is a material term of this User Agreement.

2. **User Material and Feedback.**

- **User Material License.** If you provide any reviews, posts, information, data and comments on the Website (through our "Contact Us" pages or otherwise), via our Services, via the Discord channel, or to us ("**User Material**"), you hereby grant AstraBit a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable, transferable license to do all acts comprised in the intellectual property rights in respect of such User Material, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute or develop the same in all forms of media whether now known or in the future invented, for the purposes of operating the AstraBit Site and for our business purposes (including where permitted by law, data analytics). You represent and warrant that you own or have the necessary rights, consents and permissions to grant the foregoing rights to us, and that your User Materials are your own original works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third party. You agree and acknowledge that: (i) we are not responsible for any



User Material (whether provided by you or by third parties) which may be made available on the AstraBit Site, and (ii) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.

- **AstraBit Discretion.** We have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the AstraBit Site (including any User Material) which in our sole opinion is unlawful, violates the terms of this User Agreement or could subject us or any of the Indemnified Parties to potential liability. We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your Accounts (if any), or suspending your access to the Services or AstraBit Site. We shall also have the right to restrict, refuse or ban you from any and all future use of any other product, service and/or facility provided or offered by us.
- **Feedback.** Any feedback and suggestions submitted to us via the AstraBit Site or through the Services shall be deemed and remain our property, and we shall be free to use and disclose, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We shall not be subject to any obligations of confidentiality or privacy regarding such submitted information except as agreed by the relevant AstraBit group entity having the direct customer relationship or as otherwise specifically agreed or required by law.

11. GENERAL TERMS AND CONDITIONS

1. Website Accuracy.

Although we intend to provide accurate and timely information on the AstraBit Site, the Site (including, without limitation, all content, materials and information on the Site or referred to in the Site) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, agreements, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for any such decisions. Links to third-party websites (including, without limitation, content, materials and/or information in the third-party websites) may be provided as a convenience but they are



not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the AstraBit Site.

2. Third-Party Services.

You will be required to open Linked Wallet(s) with third parties in order to access certain Services. You may subscribe to Custom Strategies offered by third parties. Your relationship with the third-party service providers will be governed by the terms and conditions of the third-party service provider. In addition, we may impose, and you agree to be bound by, the additional terms and conditions as set out in the Linked Wallet Addendum(s). You further agree that AstraBit may, from time to time at its sole and absolute discretion, amend, supplement or replace the Linked Wallet Addendum(s), which shall be binding on you if you continue to maintain such Linked Wallets to use any of the Services after the effective date of any such amendment, supplement or replacement of the Linked Wallet Addendum(s).

3. Export Controls & Sanctions.

Your use of the Services and the AstraBit may be subject to international export controls and economic sanctions requirements. By accessing the AstraBit Site or any Services, you agree that you will fully comply with any and all such requirements. You are not permitted to transact in Digital Assets or use any of the Services if (a) we are prohibited from providing Services to you under any applicable laws and regulations, including but not limited to the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the U.S. Department of Treasury (31 C.F.R., Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto ("**Sanctions Laws**") as amended, supplemented or replaced from time to time; or (b) you intend to transact or deal with any person in breach of any of the Sanctions Laws.

4. Amendments.

We shall have sole and absolute right to amend, supplement and/or replace the terms and conditions of this User Agreement, the Linked Wallet Addendums, Intellectual Property and Confidentiality Addendum, the Privacy Policy as well as any document referenced in this User Agreement or effected by AstraBit in connection with the Services as posted on the AstraBit Site. By continuing to maintain your Account(s), accessing the AstraBit Site, or using the Services after the effective date of such amendment, modification, supplementation or replacement, you agree that it shall be binding upon you.

14.10. Contact Information.



You are responsible for keeping your email address and other contact information up to date in your Account profile in order to receive any notices or alerts that we may send you (including notices or alerts of actual or suspected Security Breach) from time to time.

14.11. Taxes.

- It is your responsibility to determine what, if any, Taxes apply to the payments you make or receive in connection with Transactions, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. AstraBit is not responsible for determining whether any Taxes apply to your Transaction, or for collecting, reporting or remitting any Taxes arising from any Transaction.
- Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to goods and services tax (or its equivalent), sales tax, income tax, duties, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which Taxes apply to you, and it is your responsibility to pay such Taxes to the appropriate tax authority. AstraBit does not provide any tax advice.
- AstraBit generally does not report User income information to any taxing authority. However, you authorize AstraBit to provide to any taxing authority any information it reasonably believes it is required by applicable law to report or produce.
- All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to AstraBit to the extent necessary to ensure that AstraBit receives the amount equal to the sum which would have been due to AstraBit had no such deduction or withholding been required.

14.12. Entire Agreement.

This User Agreement (including any documents, materials or information incorporated by reference herein or published on the AstraBit Site) sets forth the entire understanding between you and AstraBit with respect to the Services. In the event of any inconsistency between the User Agreement and the terms of any supplement or addendum, the terms of such supplement or addendum shall control.

14.13. Clause Headings.

Clause headings in this User Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this User Agreement.

14.14. Transfer.

This User Agreement (including any documents, materials or information incorporated by reference herein) is personal to you and you are not permitted to novate, transfer or assign your rights, interests, liabilities and/or obligations to anyone else without our prior written consent. However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer or assign this User Agreement (including any documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition or other corporate reorganization involving AstraBit.

14.15. Security Interests.

You undertake not to create any security interest over your fiat monies or Digital Assets held in any of your Accounts or the Linked Wallets without our prior written consent.

14.16. Invalidity and Severability.

If any provision of this User Agreement, the Linked Wallet Addendums, the Privacy Policy, Intellectual Property and Confidentiality Addendum or any other documents, materials or information incorporated by reference in this User Agreement is or becomes illegal, invalid or unenforceable in any respect, the same shall not affect the legality, validity or enforceability of any other provisions or agreements.

14.17. Enforcement of Our Rights.

AstraBit's rights and remedies under this User Agreement are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement. Any failure or delay on the part of AstraBit to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

14.18. Language.

These terms and conditions may, at AstraBit's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

14.19. Third-Party Rights.

Nothing expressed or referred to in this User Agreement will be construed to give any person other than the parties to this User Agreement any legal or equitable right,

remedy or claim under or with respect to this Agreement or any provision of this Agreement. This User Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this User Agreement and their successors and permitted assigns.

14.20. Survival.

All provisions of this User Agreement which by their nature extend beyond the expiration or termination of this User Agreement, including, without limitation, the clauses relating to Fees and Billing, Dispute Resolution, Indemnification and Limitation of Liability, Privacy, Confidentiality and Intellectual Property, General Terms and Conditions, and Definitions will continue to be binding and operate after the termination or expiration of this User Agreement.

12. DEFINITIONS

In addition to definitions set forth in this User Agreement, the following words and expressions shall have the following meanings:

"Account" means a subscription and/or account of the User opened and maintained with AstraBit for purposes of procuring any Services.

"API" means application programming interface.

"AstraBit APIs" means the APIs made available by AstraBit to you as a service, including without limitation such APIs that facilitate your access to the Services, and any services, functions and features made available through such APIs by or on behalf of AstraBit.

"AstraBit Platform" means AstraBit's infrastructure through which it provides its software as a service to Users.

"AstraBit Signals" means signals that AstraBit generates for users who elect to use an AstraBit strategy. Signals are generated by AstraBit to reflect AstraBit's buys and sells of Digital Assets based on our trade-secret algorithm. You can choose, in your sole and absolute discretion, to select an AstraBit strategy, thereby giving Instructions to your Bot to engage in Transactions that mimic, copy and/or follow the AstraBit Signals on your behalf with respect to your Linked Account.

"AstraBit Site" means AstraBit's website at <http://www.AstraBit.io>.

"Bot" a device or piece of software that can auto-execute (with little or no human intervention) commands, reply to messages, or perform routine tasks, including but not limited to online searches and Instructions to cause your preferred Digital Asset Exchange to execute Transactions for which you, in your sole and absolute discretion, establish the parameters and conditions under which it operate.



"Business Day" means all days excluding Saturdays, Sundays and any bank holiday in the State of Delaware.

"Corporate Account" means an account in the name of a corporation, legal person, entity or other organization.

"Corporate Account Users" means a corporation, legal person, entity or other organization for whom AstraBit is maintaining or continuing to maintain one or more Corporate Account(s) for the provision of the Services.

"Custom Strategy" means any strategy other than AstraBit Signals that you may design or select from third parties in the AstraBit Marketplace to provide Instructions to your Bot to engage in Transactions to buy or sell a Digital Asset. You retain full and absolute discretion of the strategy you select and each Instruction you give to your Bot to follow on your behalf.

"Digital Asset" means any digital asset (also known as a "Cryptocurrency" or "virtual currency") approved by AstraBit with respect to the Services, including but not limited to bitcoin and ether, which is issued, stored and/or transferred based on the protocol of a computer network known as a blockchain or a public transaction ledger.

"Digital Asset Exchange" In accordance with the Guiding and Establishing National Innovation for U.S. Stablecoins of 2025 ("GENIUS Act"), "Digital Asset Exchange" means any U.S.-based or non-U.S. based Digital Asset Service Provider that, on behalf of customers or users in the United States, specifically engages in (i) exchanging digital assets for monetary value; and/or (ii) exchanging digital assets for other digital assets; and/or (iii) trading of digital asset derivatives; and/or (iv) is approved by AstraBit with respect to the Services.

"Instruction" means any request, order, parameter, limit or other type of direction given by you to AstraBit (whether through the AstraBit Services, APIs or otherwise) in relation to the operation of any Account or to execute any Transaction, through such medium and in such form and manner as AstraBit may require, and includes any request, or order to revoke, ignore or vary any previous Instruction in respect of any Account, Bot and/or Transaction. Instructions include the foregoing with respect to Custom Strategies and AstraBit Signals. Instruction does not include any action with respect to Manual Transactions.

"Linked Wallet" means any wallet or account linked to an Account which is used for the custody of any fiat currency and/or Digital Asset to be transacted by your AstraBit Bot. AstraBit does not operate any Linked Wallet and you cannot deposit or store fiat money or Digital Assets with AstraBit. Your Linked Wallet must be operated by a third party, and may be held directly on a Digital Asset Exchange and/or may be an omnibus wallet or account.



"Linked Wallet Addendum" means the additional terms and conditions between you and AstraBit in relation to Linked Wallets operated by a third party, as set out in the addendums to this User Agreement which are incorporated by reference to this User Agreement.

"Manual Transaction" means any sale, purchase or other transaction in such Digital Asset(s) or such other asset(s) or product(s) you may from time to time carry out from the Linked Wallet that you do not carry out through Instructions to your AstraBit Bot.

"Market Maker" means a person who on an organized, continuous and systematic basis enters into Transactions in Digital Assets on a Digital Asset Exchange for its own account and thereby creates a market for such Digital Assets. For the avoidance of doubt, a Market Maker is also a User.

"Master Account" means the primary account for certain Corporate Account Users that is opened and maintained with AstraBit for purposes of procuring any Services.

"Payment Method" means a credit card or any other payment method as specified by AstraBit.

"Platform Rules" means the AstraBit Platform Rules, as reflected on our website, as amended, supplemented or replaced from time to time.

"Privacy Policy" means AstraBit's privacy policy, as amended, supplemented or replaced from time to time.

"Restricted States" mean any nation, state, territory and/or region that bans, prohibits and/or in anyway restricts its residents from transacting in Digital Assets including but not limited to the states identified on the AstraBit Website. The list of Restricted States is subject to change at any time. If AstraBit becomes aware that a new state becomes a Restricted State, AstraBit will provide Users residing in that state with notice via email, a notification on AstraBit's site, or other means deemed necessary regarding their access to the Services.

"Services" means the Software, the AstraBit Signals, the AstraBit APIs and the services described in Section 1.

"SMS" means short message services.

"Sub-Account" means a segregated account nested under a Master Account.

"Subscription Maximum" means the total aggregate maximum amount your Account may Transact with based on your membership plan.



"Tax" or "Taxes" means all taxes, duties, levies, charges, imposts and withholdings chargeable by, or payable to, any national, federal, state or municipal taxation or customs/excise authority (including any penalty, fee, or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Transaction" means any sale, purchase or other transaction in such Digital Asset(s) or such other asset(s) or product(s) as AstraBit may from time to time cause a Digital Asset Exchange to execute under your Instruction.

"U.S." means the United States of America.

"USD" means the lawful currency of the United States of America.

"User" means any individual, corporation, legal person, entity or other organization for whom AstraBit is maintaining or continuing to maintain one or more Account(s) for the provision of the Services, including you

"2FA" means two-factor authentication.