



# Delta DAE Terms of Use

*Updated 11 June 2018*

These terms of use are a legal agreement (the **agreement**) between you and Delta Digital Assets Exchange (**Delta DAE, us, we, or our**). Please read this agreement carefully before you use any of the services provided on [www.deltadae.com](http://www.deltadae.com) (the **Site**, and such services being the **Services**).

Your access to and use of the Services is based on your acceptance of and compliance with this agreement and it apply to all visitors, users and others who access or use the Services. By accessing or using the Service you agree to be bound by this agreement. If you do not agree to this agreement, please do not use the Services.

Bold terms in this agreement are defined in the Glossary at the end.

## 1. Account / Dashboard

So long as you are not in breach of this agreement, and you wish to use the Services, you shall be granted a unique and private account accessible through the Service, including but not limited to an account dashboard (the **Account**). We may provide you with access codes for the Account which shall enable you to create administrative-level users (each an **Admin User**) and regular users (each a **Regular User**), (in either case a **User**). You may not disclose such codes or permit any third party to use them on penalty of forfeiting the whole of the Account. You assume full responsibility for the use of your Account and the access codes thereto and shall indemnify us for any and all claims, losses or other liabilities arising therefrom. You are responsible for all Users use of the Account and the Services. You shall submit only accurate information through the Account and you are responsible to correct any inaccuracies concerning information you submit to the Account.

## 2. Prohibited Activities

It is forbidden for you to use the Services to, directly or indirectly, knowingly or unknowingly assist in any illegal activity in the jurisdiction where you are located or any Prohibited Activity. We shall not permit you to use our Services for any activity or Transaction that is in contravention of our AML Program, as determined by us in our sole and absolute discretion.

## 3. Prohibited Users

- a. The following Persons are prohibited from using the Services: Persons who are less than 18 years of age; and Persons, or their Affiliates whose agreements with we have previously terminated by us.
- b. We reserve the right to refuse or cancel any Account, advertisement that you post on the Site or any Transaction at any for any reason or for no reason or service availability, errors in the description or price of the product or service, error in your order or other reasons.

## 4. Other Restrictions

- a. You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services.
- b. You state that you will use the Services only in compliance with our standard published policies then in effect (the **Policy**) and all Applicable Laws. you shall indemnify and hold harmless we against any damages, losses, liabilities, settlements and expenses

(including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of Services. We reserve the right to prohibit any use of the Services that we believe may be in violation of the foregoing or any provision of this agreement.

- c. You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, Equipment). You are also responsible for maintaining the security of the Equipment, you Account and User passwords and files, and for all uses of you account or the Equipment with or without your knowledge or consent.

## **5. Fund / Load**

- a. You may, at your discretion, load Digital Assets into the Account by following the procedures set out on the Site, including clicking on the 'Deposit' button on the Account dashboard. When you transfer Digital Assets to the Account, the amount thereof shall be displayed in the Account. Note that certain Digital Asset protocols, including Bitcoin, charge a nominal fee for transfers of Digital Assets from one account-holder to another. Consequently, the amount of Digital Assets that you send to the Account may not be the amount actually received by us.
- b. All Account Balances are your property in our possession as your agent subject to the terms of this agreement.
- c. You cannot use the Account to hold any real currency or other property that is not a Digital Asset of a kind that we have indicated is acceptable for use with the Services.

## **6. Posting Ads**

- a. The Site permits you to post advertisements to sell or purchase Digital Assets. By posting such an advertisement you are representing to us and to all Other Users that the content thereof is true and that you shall honour the terms of the Transaction contemplated in the advertisement. Each Other User shall be a third party beneficiary under this provision and entitled to enforce the terms of an offer to sell or purchase Digital Assets posted on the Site.
- b. If you post an advertisement on the Site to sell Digital Assets, then you must (i) be the rightful owner of those Digital Assets; and (ii) such Digital Assets must be in your Account prior to posting the advertisement.

## **7. Purchase or Sale Transactions**

The following are conditions that must be satisfied by you for your use of Services in conjunction with any Transaction:

- a. Each Transaction is a two-party Transaction involving only you and an Other User;
- b. Delta DAE is not party to the Purchase Transaction, unless Delta DAE is clearly identified as the Other User;
- c. You are liable for all the terms of the Transaction as presented to you and accepted by you through your Account;
- d. If you are the purchaser:
  - 1. You shall pay the purchase price contemplated in a Purchase Transaction to the Other User that is the seller of the Digital Assets in the method indicated in the Transaction through the Account within 90 minutes of your acceptance; and
  - 2. You allow the seller that is the Other User to cancel the proposed Transaction if you do not make payment within 90 minutes of acceptance by both parties of the Transaction terms through their respective Accounts
- e. If you are the seller:
  - 1. You shall release the Digital Assets to the purchaser within 90 minutes of your receipt of payment as contemplated in the Transaction accepted through your Account;
  - 2. if you instruct Delta DAE to release the Digital Assets to the purchaser (whether or not you have been paid) you acknowledge that such release is IRREVERSIBLE; Delta DAE shall not be liable for any accidental release by you of Digital Assets or any other form of release that is authorized through your Account; and
  - 3. You shall collect any and all sales taxes that apply to your Transaction.
- f. You are acting for yourself and your Digital Assets or funds do not belong to a third party;
- g. You shall not make any claim against Delta DAE for any matter related to a Transaction;
- h. You have read and understand the terms of this agreement;
- i. The Other User is a third party beneficiary under this agreement in respect of the Transaction;
- j. Nothing in the Transaction is contrary to this agreement;
- k. You agree to assume the risk associated with the possible change in value of the Digital Assets that are part of the Transaction between the various times such as the posting of the advertisement, acceptance thereof by the Other Party, settlement of the related payment and receipt by the seller of the real currency;
- l. Delta DAE has the right but not the obligation to suspend, terminate or reverse any Transaction in so far as it has control over the Digital Assets in question and you release Delta DAE from any liability with respect to any such determination and by Delta DAE.

## **8. General Obligations**

This Section applies to: (i) all trades completed via the Services, (ii) your purchase and/or sale of Digital Assets directly from Delta DAE via the Services, and (iii) any transaction in which you load Funds into your Delta DAE Account from your External Account or push Funds from your Delta DAE Account into an External Account.

- a. **Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any trade submitted via the Services, impose limits on the trade amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services without prior notice. For example, we may limit the number of open orders that you may establish via the Services or we may restrict trades from certain locations.
- b. **Accuracy of Information.** You must provide any information required when creating a Delta DAE Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.
- c. **Cancellations.** You may only cancel an order initiated via the Services if such cancellation occurs before Delta DAE executes the transaction. Once your order has been executed, you may not change, withdraw or cancel your authorization for Delta DAE to complete such transaction. If an order has been partially filled, you may cancel the unfilled remainder unless the order relates to a market trade. We reserve the right to refuse any cancellation request associated with a market order once you have submitted such order. In contrast to exchange orders, all trades are irreversible once initiated. While we may, at our sole discretion, reverse a trade under certain extraordinary conditions, a customer does not have a right to a reversal of a trade.
- d. **Insufficient Funds.** If you have an insufficient amount of Funds in your Delta DAE Account to complete an order via the Services, we may cancel the entire order or may fulfill a partial order using the amount of Funds currently available in your Delta DAE Account, less any fees owed to Delta DAE in connection with our execution of the trade.
- e. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the trades you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Delta DAE is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades.

## **9. Delta DAE Account Funds**

- a. **Funding your Delta DAE Account.** In order to complete an order or trade via the Services (as described in Section 7), you must first load Funds to your Delta DAE Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Funds to your Delta DAE Account. You may be charged fees by the External Account you use to fund your Delta DAE Account. Delta DAE is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Delta DAE makes no guarantee regarding the amount of time it may take to load Funds into your Delta DAE Account.
- b. **Pushing Funds to an External Account.** Provided that the balance of Funds in your Delta DAE Account is greater than any minimum balance requirements needed to satisfy any of your open positions, you may push any amount of Funds, up to the total amount of Funds in your Delta DAE Account in excess of such minimum balance requirements, from your Delta DAE Account to an External Account, less any fees charged by Delta DAE for such transactions (as described in the Fee Schedule at the time of your request to push Funds to an External Account).
- c. **Load/Push Authorization.** When you request that we load Funds into your Delta DAE Account from your External Account or request that we push Funds to your External Account from your Delta DAE Account, you authorize Delta DAE to execute such transaction via the Services.
- d. **Rejected Transactions.** In some cases, the External Account may reject your Funds or may otherwise be unavailable. You agree that you will not hold Delta DAE liable for any damages resulting from such rejected transactions.

## **10. Exchange Orders and Trades**

This Section applies only when you use the Services to trade Digital Assets for another form of Digital Assets. Delta DAE does not purchase, sell, or exchange any Digital Assets on its own behalf.

- a. Authorization. When you submit a new order via the Services, you authorize Delta DAE to execute a transaction in accordance with such order on a spot basis and charge you any applicable fees .
- b. Independent relationship. You acknowledge and agree that: (a) Delta DAE is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by Delta DAE shall be considered or construed as advice.
- c. Trade confirmation. Once the Services execute your trade, a confirmation will be electronically made available via the Services detailing the particulars of the trade. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.
- d. Partial Fills. Delta DAE provides its users with a platform that allows their orders to be matched with the orders of other users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.
- e. Market rates. If you select a market trade, Delta DAE will attempt, on a commercially reasonable basis, to execute the trade on or close to the prevailing market exchange rate, as defined via the Services. You acknowledge and agree that the exchange rate information made available via our Services may differ from prevailing exchange rates made available via other sources outside of the Services.
- f. Market volatility. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or trade. You understand that we are not liable for any such price fluctuations. In the event of a market disruption or Force Majeure event, Delta DAE may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.
- g. Trade Settlement. Subject to the terms and conditions in these Terms, we will use commercially reasonable efforts to settle trades on a spot basis within two (2) days of the date upon which users have agreed to execute a trade via the Services.
- h. Refunds. Delta DAE may correct, reverse, or cancel any trade impacted by an error in processing your purchase or otherwise. Your remedy in the event of an error will be limited. You may seek to cancel your order or obtain a refund of any amounts charged to you, although we cannot guarantee such cancellations or refunds will always be possible.

## **11. Affiliate Program**

The Delta DAE Affiliate program consists of Delta DAE paying you amounts indicated on the Site for referrals of additional Other Users. Delta DAE reserves the right to amend such amounts or terminate the Affiliate program at any time and without prior notice to you or your prior consent.

## **12. Fees**

You agree to pay the Fees for the Services indicated on the site (Fees). Fees shall be payable in Digital Assets of Delta DAE' choosing or such other real currency as Delta DAE may select at its discretion. Fees are inclusive of all applicable taxes.

### **13. Privacy**

User Data data is collected, used, stored and disclosed by Delta DAE pursuant to its Privacy Policy posted on the Site. You allow Delta DAE to use User Data for such purposes as it deems reasonably necessary to supply the Services and also to offer you additional products and services of Delta DAE or its suppliers.

You allow Delta DAE to display your Account name and other information related to proposed Transactions in any advertisement that you post on the Site and in any Transaction in which you are involved.

By using the chat or video communication Services on the Site, you allow Delta DAE to share the contents of those chats and video sessions and related files with Delta DAE itself and the Other User with whom you are communicating. Delta DAE is also permitted, but not obligated, to monitor and record such chats and videos for compliance with the terms of this agreement.

You allow Delta DAE to send you text messages and emails to, for example, confirm Transactions and other matters related to your Account.

You acknowledge that Digital Asset Transactions are logged in public ledgers accessible to anyone, consequently, no Transaction is assured anonymity.

You allow Delta DAE to share your User Data with regulators and law enforcement as required by the AML Program, Applicable Law or as Delta DAE deems necessary, acting reasonably.

You allow Delta DAE to share your contact information with an Other User that has a dispute related to an actual or attempted Transaction with you.

### **14. Risks Associated with Digital Assets**

You acknowledge the following risks associated with Digital Assets: The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time. The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future. Legislative and regulatory changes or actions at the provincial, federal or international level may adversely affect the use, transfer, exchange and value of Digital Assets. Digital Assets are not legal tender, are not backed by the government, and Digital Asset accounts and value balances are not subject to Federal Deposit Insurance Corporation; Transactions in Digital Assets are irreversible, and, accordingly, losses due to fraudulent or accidental Transactions may not be recoverable some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiate the Transaction.

### **15. User Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (**Content**). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

We reserve all rights to block or remove communications or materials that we determine to be: (a) abusive, defamatory, or obscene; (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark or, other intellectual property right of another or; (d) offensive or otherwise unacceptable to us in our sole discretion.

You acknowledge that, by providing you with the ability to view and distribute user-generated content on the Service, we are merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Service.

## **16. Intellectual Property**

The Services and all contents, including but not limited to text, images, graphics or code are the property of Delta DAE and are protected by copyright, trademarks, database and other intellectual property rights. You may display and copy, download or print portions of the material from the different areas of the Service only for your own non-commercial use, or to place an order with Delta DAE. Any other use is strictly prohibited and may violate copyright, trademark and other laws. You further agree not to use, change or delete any proprietary notices from materials downloaded from the Services.

## **17. Links To Other Web Sites**

The Service may contain links to third-party web sites or services that are not owned or controlled by Delta DAE.

Delta DAE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Delta DAE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services – including but not limited to that of Other Users.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Delta DAE does not endorse the products or services of any Other User or other third party and shall have not liability to you in respect of any of them.

## **18. Termination**

We may terminate or suspend access to our Services immediately at our sole discretion, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms.

The provisions of this agreement concerning indemnification and limitation of liability and all liabilities created under this agreement prior to termination hereof shall survive any termination hereof.

Upon termination, your right to use the Services will immediately cease and your Account will be disabled. If you wish to terminate your account, you may simply discontinue using the Services.

Delta DAE reserves the right to amend the Services at any time without prior notice or you and without your prior consent.

No amendment hereof and no termination hereof shall diminish your rights in Digital Assets in your Account provided that Delta DAE reserves the right to deduct from such Digital Assets any amounts that you owe Delta DAE pursuant to this Agreement or any Fees or other liabilities of yours or your Affiliates.

Delta DAE reserves the right to hold your Digital Assets in its possession if it believes it is exposed to excessive financial, reputational or security risk and it shall release them to you on your request when Delta DAE has determined, in its sole discretion, that such risk no longer exists.

## **19. Indemnification**

You shall defend, indemnify and hold harmless Delta DAE, its directors, officers, employees, agents, Other Users, assigns, and successors-in-interest from and against any and all third-party liability, damages, losses, claims, demands, actions, causes of action and costs (including attorneys' fees and expenses) arising out of or resulting from: (i) your performance under this Agreement including, without limitation, performance, non-performance, or defect in performance, any Transaction, any statement, misstatement, representation or misrepresentation made by you; (ii) the negligent or wilful acts or omissions of you or your agents and/or employees; and (iii) any statements, claims, representations or warranties made by you or your agents and/or employees, relating to any matter.

## **20. LIMITATION OF LIABILITY**

- a. NO WARRANTIES. THE SERVICES ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DELTA DAE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED

WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE SERVICES PROVIDED BY DELTA DAE OR THAT THE OPERATION OF THE SERVICES WILL BE INTERRUPTION OR ERROR FREE.

- b. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NONE OF DELTA DAE, ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS OR LICENSORS, SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF DELTA DAE HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL DELTA DAE'S LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) TO YOU, OR ANY THIRD PARTY, IN ANY WAY CONNECTED WITH OR ARISING OUT OF THIS AGREEMENT (AND ALL OTHER AGREEMENTS BETWEEN DELTA DAE AND MERCHANT) EXCEED THE FEES ACTUALLY PAID TO DELTA DAE YOU DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- c. Force Majeure. Delta DAE shall use its commercially reasonable efforts to perform its obligations hereunder, however, none of Delta DAE, its Affiliates, shareholders, directors, officers, agents or licensors shall be liable for any loss resulting from the activities of you, nor from any erroneous statements or errors in transmission, nor for any loss resulting from any delay, interruption or failure to perform hereunder due to any circumstances beyond Delta DAE's reasonable control including, without limitation, acts of god, fire, explosion, earthquake, riot, terrorism, war, sabotage, accident, embargo, storms, strikes, lockouts, any interruption, failure or defects in Internet, telephone, or other interconnect services or in electronic or mechanical equipment. Delta DAE's obligations hereunder shall be suspended during any of the foregoing circumstances, which suspension shall not be a cause for termination of this agreement by you.

## **21. Attacks on Blockchain Networks**

Delta DAE does not have any ability to prevent or mitigate attacks on blockchain networks. With respect to its platform, Delta DAE reserves the right to take the following commercially reasonable actions in the event of an attack: (i) If Delta DAE is able to confirm that a Token active on the Platform has been compromised or is under attack, Delta DAE may immediately halt trading, deposits, and withdrawals for such Token; (ii) if it is determined that such an attack caused the Token to greatly decrease in value, Delta DAE may discontinue trade activity on such Token entirely. Delta DAE does not have any obligation to engage in activity in relation to attacks on blockchain networks.

Resolutions concerning deposits, withdrawals, and User balances for an attacked Token will be determined on a case-by-case basis by Delta DAE in its sole discretion. Delta DAE makes no representation and does not warrant the safety of the Platform and is not liable for any lost value or stolen property, whether or not Delta DAE was negligent in providing the proper security.

## **22. General**

- a. Notices. Any notice, demand, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered personally, or sent by prepaid registered mail, return receipt requested: to Delta DAE at the postal address provided therefore on the Site; to you at the address provided therefore upon registration with the Site; or to such other address as either party may have previously indicated to the other in writing in accordance with the foregoing. Any such notice, request, demand or communication shall be deemed to have been received on the day it was delivered personally, on the fifth (5th) day following mailing, unless there is a disruption of any kind of postal service. We reserve the right to notify you by only electronic means to the email address first provided to us by you through the Site.
- b. Independent Contractor. Neither party has any right to create any obligations on the part of the other party, without the other's prior written consent. Nothing in this Agreement or the course of dealing of the parties shall be construed to constitute the parties hereto as partners, joint ventures or as agents or employees of one another or as authorizing either party to obligate the other in any manner. you shall not: (1) bind Delta DAE to any contract or agreement; (2) incur any obligation on behalf of Delta DAE; (3) release, assign or transfer any agreement, claim, security or any other asset of Delta DAE; (4) borrow or lend any money in the name of Delta DAE; or (5) submit to any claim or liability related to the Services, allow judgment to be taken or confessed against Delta DAE. you, being an independent contractor, shall not receive as compensation, or be reimbursed, for any of the following: (i) work materials that you may use in performing hereunder, (ii) business facilities, telephone, automobile or any other equipment, (iii) any you employee benefit, (iv) reimbursement for any other cost or expense incurred by you in its promotion of the Services hereunder.
- c. On-Line or Written Formation of Contract. By acceptance of the terms hereof on-line by you or by execution of a written acceptance of the terms hereof by you, this Agreement together with any supplemental agreements and appendixes constitute the entire validly legally binding agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- d. Amendments to this Agreement. From time to time Delta DAE will post amendments or revisions to this Agreement, including, without limitation, amendments to Fees, on the Site. Delta DAE will provide notice of these amendments or revisions to you

through the Site. If the amendment or revision is required in order to Delta DAE and the Services to remain in compliance with applicable laws or payment processor regulations, then the amendment or revision shall take effect as of when it is posted to the Site. If, on the other hand, the amendment or revision is not required under law or by a payment processor of Delta DAE, and you do not close its Account within thirty (30) days of notice on the Site of the amendment or revision, then the you shall be deemed to have accepted the amendment or revision. Other than as provided in this section, this Agreement may not be amended except by express consent of both parties through the Site or by such other means as Delta DAE may reasonably prescribe.

- e. Assignment. None of you or any of its successors may assign this Agreement, or any rights hereunder, directly or by operation of law, without the prior written consent of Delta DAE which consent may be withheld for any reason, at Delta DAE's sole discretion. Delta DAE may assign any of its rights or obligations hereunder without prior notice or consent from or to you.
- f. Successors. This Agreement and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. you may not assign any of its rights or obligations under this Agreement to any third party without the prior written consent of Delta DAE.
- g. You go missing. If, for whatever reason, Delta DAE is unable to contact a you to complete a Transaction for their benefit, then you shall retain title in such unsettled funds, but after ten (10) months, Delta DAE reserves the right to remit the amount thereof to government authorities responsible for taking possession of lost property in the jurisdiction of the you or that of Delta DAE.
- h. Enforcement. The you shall be liable for and shall indemnify and reimburse Delta DAE for any and all reasonable attorneys' fees and other costs and expenses paid or incurred by Delta DAE in the enforcement of this Agreement, or in collecting any amounts due from you hereunder, or resulting from any breach of any of the terms or conditions of this Agreement.
- i. Remedies. All remedies of either party hereunder are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy and shall not preclude the exercise of any other remedy. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy.
- j. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.
- k. Governing Law and Choice of Forum. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by an independent single arbitrator who is a practicing commercial lawyer and such arbitration shall take place in English in a jurisdiction to be determined by Delta DAE at its own discretion.
- l. Whole Agreement. References to "this Agreement" include any Account Fees, schedules, supplementary agreements, addendum, appendixes and amendments and any other agreements, schedules appendixes and amendments promulgated by Delta DAE and furnished to you from time to time. This Agreement replaces any earlier versions hereof appearing on the Site or otherwise.

### 23. Contact Us

If you have any questions about this agreement, please contact us through the Site.

### 24. Glossary

The following terms are defined for this Agreement as follows:

**Account Balance** means the quantity of Digital Assets held in the Account as indicated in the Account dashboard.

**Affiliate** means, in relation to a Person, another Person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Person, or a Person's principal partners, shareholders, or owners of some other ownership interest.

**AML Program** means our anti-money laundering program, policies and procedures in accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

**Applicable Laws** means all applicable laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal by laws, whether domestic, or foreign, all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any government authority having jurisdiction.

**Card** means a Payment Network-licensed payment mechanism that may be a physical or digital representation thereof generally intended for debit or credit payment transaction payments.

**Confidential Information** means all proprietary, secret or confidential information or data relating to either party or its affiliates, operations, employees, products or services, clients, customers or potential customers. Confidential Information shall include customer lists, cardholder account numbers, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is

obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by law.

**Digital Asset** means means bitcoins or other virtual currency or digital assets that may be purchased, sold or traded via the Services.

**Intellectual Property Rights** means all intellectual property rights and all tangible embodiments of such rights, wherever located, including but not limited to the following: (i) all trademarks, service marks or other designations of origin, including all registrations and related applications and all goodwill associated with any of the foregoing; (ii) all copyrights, moral rights, and other rights in works of authorship, including all registrations and related applications; (iii) all inventions and ideas, whether patentable or not, and all patent rights, patents and patent applications; (iv) all know-how, trade secrets, confidential information, and other proprietary rights and information; and (v) all other rights covering intangible property recognized in any jurisdiction.

**Order Form** means a an electronic form completed in conjunction with this Agreement that sets out the parties hereto, a Transaction, the Fees and other terms applicable to this Agreement.

**Other User** means a Person other than you who is party to an agreement like this agreement with Delta DAE

**Payment Network** means any of Visa, Inc., MasterCard International, American Express, Interac or other payment networks that license the issuing of Cards.

**Person** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

**Processor** means the processor of real currency payment transactions that we use in conjunction with the Services.

**Prohibited Activity** means the operation of or the direct or indirect facilitation of any of the following adult or adult-related services, including escort services, adult massage, or other adult-entertainment services; adult performers or adult webcam services; any act that is illegal in the united states or in the jurisdiction where the person carrying out the activity is resident, domiciled or located; bath salts and herbals; betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites and wagers at races; bill payment services; buyers or discount clubs; cigarettes, tobacco or e-cigarettes; credit counseling or repair agencies; credit protection or identity theft protection services; digital goods including digital currency; direct marketing or subscription offers; inbound or outbound telemarketing businesses including lead generation businesses; infomercial sales; internet, mail or telephone order pharmacies or pharmacy referral services; items that encourage, promote, facilitate or instruct others to engage in illegal activity; items that may be counterfeit including, but not limited to: designer handbags, clothing and accessories, and consumer electronics; items that may infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; items that promote hate, violence, racial intolerance, or the financial exploitation of a crime; items that promote, support or glorify acts of violence or harm towards self or others; legal fees including bankruptcy attorneys; live animals; medical equipment; multi-level marketing businesses (MLM); obscene or pornographic items; payment aggregators; prepaid phone cards or phone services; purchase, sale or promotion of drugs, alcohol, or drug paraphernalia, or items that may represent these uses; real estate or motor vehicles; rebate based businesses; sales of money-orders or foreign currency; up-sell merchants; using the Services as a means to transfer funds between bank accounts held in the same name; using the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property, taxation and other proprietary rights and data collection and privacy; using the Services in a manner that we or any payment card network reasonably believes to be an abuse of the payment card system or a violation of payment card network rules; using the Services in any manner that could damage, disable, overburden, or impair we including without limitation, using the services in an automated manner; using the Services in violation of the terms of this agreement, as reasonably determined by we; using the Services that in any way assists you or others in the violation of any law, statute or ordinance; using the Services to collect payments that support pyramid or ponzi schemes, matrix programs, other "business opportunity" schemes or certain multi-level marketing programs; using the services to control an account that is linked to another account that has engaged in any of the foregoing activities; using the Services to defame, harass, abuse, threaten or defraud others, or collect, or attempt to collect, personal information about users, registered recipients, or third parties without their consent; using the Services to intentionally interfere with another user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; using the Services to make unsolicited offers, advertisements, proposals, or to send junk mail or spam to others; using the Services to provide Customer with a cash advance from Customer's own credit card or to help others to do so; using the Services to send or receive what we considers to be funds for something that may have resulted from fraud or other illegal behavior; using the Services while impersonating any person or entity or falsely claiming an affiliation with any person or entity; or weapons including replicas and collectible items; weight loss programs; wire transfer money orders.

**Purchase** means your actual or attempted purchase of a Digital Asset through the Services.

**Purchase Transaction** means a Transaction by which you purchase or attempt to purchase Digital Assets from an Other User and make use of the Services in conjunction with such Transaction.

**Delta DAE, we, us, our** means Delta DAE

**real currency** fiat currency issued by a sovereign nation.

**Rules** means the operating rules and regulations of Payment Networks.

**Sale** means your actual or attempted sale of a Digital Asset through the Services.

**Sale Transaction** means a Transaction by which you sell or attempt to sell Digital Assets to an Other User and make use of the Services in conjunction with such Transaction.

**Site** means [www.deltadae.com](http://www.deltadae.com) and its subdomains.

**Transaction** means an actual or attempted purchase or sale of Digital Assets between you and an Other User that makes any use of the Services.

**User Data** means all your Confidential Information of you concerning your Account and Transactions.

**You, your, User** means the Person who registers to use the Services on the Site by completing the Order Form.