



MogoCrypto Terms & Conditions

These MogoCrypto Terms and Conditions (this “Agreement”) are a legally binding agreement between Mogo Blockchain Technology Inc. (“Mogo”, “we”, “our” or “us”) and your awesome self (“you”, “yours” or “your”) that describe the terms that you agree to when using MogoCrypto through the MogoAccount at www.mogo.ca (the “Mogo Website”) or the Mogo app (the “Mogo App”) as owned and operated by Mogo and its subsidiaries and/or affiliates.

Mogo’s Privacy Policy and Security Practices and our Terms of Use and MogoAccount Terms and Conditions, available [here](#) and [here](#), respectively, are incorporated by reference into this Agreement. This means that by accepting this Agreement, you also accept and agree to be bound by Mogo’s Privacy Policy and Security Practices and Terms of Use and MogoAccount Terms and Conditions.

“Exchange Partners” means those cryptocurrency exchanges that Mogo has entered into agreements with and through which Mogo makes cryptocurrencies available to its members for purchase through MogoCrypto. As of the date of this Agreement, our only exchange partner is goNumerical Ltd. o/a Coinsquare. All references to “Cash” or “dollars” are references to lawful money of Canada.

Acceptance of Agreement

You may not use MogoCrypto or accept this Agreement unless you are the age of majority in the province in which you reside and are legally able to accept and be bound by this Agreement. MogoCrypto is currently available for residents of BC, AB, MB, ON, NB, PE, NL and NS.

You must read and agree to this Agreement in its entirety before you use the MogoCrypto. **IF YOU DO NOT AGREE TO THIS AGREEMENT YOU MUST NOT USE MOGOCRYPTO.**

MOGO RESERVES THE RIGHT TO CHANGE, UPDATE, ADD OR REMOVE ANY OR ALL PROVISIONS OF THIS AGREEMENT AT ANYTIME BY POSTING THOSE CHANGES ON THE MOGO WEBSITE. YOUR CONTINUED USE OF THE MOGOCRYPTO SERVICES AMOUNTS TO ACCEPTANCE OF ANY SUCH CHANGES.

Please note that the titles and subtitles used throughout this Agreement are intended to help organize and create a more user-friendly reading experience but should not be construed as a complete summary of each section of this Agreement.

Please print or save a local copy of this Agreement for your records.

1. Risks and Limitation of Liability

aka WARNING! WARNING! WARNING! and DON'T SAY WE DIDN'T TELL YOU SO!

The price of bitcoin and other cryptocurrencies is very volatile. Prices may increase or decrease significantly in very short periods of time. This means that there is a potential for huge losses when buying or selling bitcoin or other cryptocurrencies, and from cybersecurity breaches/theft of cryptocurrencies and private keys stored on cryptoexchanges. In fact, these risks have materialized previously in other cryptoexchanges. You should only invest money that you are willing to lose and should never borrow money to purchase cryptocurrency. Mogo will not provide you with any advice or recommendations for buying or selling cryptocurrency. You should do your own research before buying or selling any cryptocurrency including, but not limited to, consulting with qualified independent financial advisers.

YOU ACKNOWLEDGE THAT YOU USE MOGOCRYPTO AT YOUR OWN RISK. YOU AGREE THAT MOGO AND MOGO'S EXCHANGE PARTNERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, HOWEVER CAUSED, THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF, ACCESS TO, OR INABILITY TO ACCESS MOGOCRYPTO, INCLUDING WITHOUT LIMITATION: (1) ANY INCREASE OR DECREASE IN PRICE OF CRYPTOCURRENCY; (2) ANY LOSS OR THEFT OF CRYPTOCURRENCY, FIAT CURRENCY, YOUR PRIVATE OR PUBLIC KEYS, OR ANY CREDENTIALS; (3) ANY ALLEGED LOSS OF OPPORTUNITY; (4) THE USE OR THE INABILITY TO USE ANY CRYPTOCURRENCY PURCHASED VIA MOGOCRYPTO; (5) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (6) ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS THAT YOU MAY SUFFER AS A RESULT OF USING, OR NOT USING, MOGOCRYPTO, IN EACH CASE WHETHER DUE TO MOGO OR MOGO'S EXCHANGE PARTNERS' NEGLIGENCE OR OTHERWISE.

MogoCrypto is available for use on an "as-is" and best-efforts basis. Mogo provides no guarantees with respect to the service and will not be liable for any interruptions or disruptions in service, howsoever caused.

To access MogoCrypto, you will need an internet connection and electronic communications. Mogo will not be responsible for any delays, failures or losses that you may suffer if things such as your internet connection, electronic device or electronic communication service encounters problems or fails.

What does this actually mean for you?

While Mogo wants to give its members the opportunity to buy and sell cryptocurrency, Mogo isn't willing to give you any advice on whether or not you should buy or sell

cryptocurrency or provide any assurance or guarantee that you will not lose everything. Buying and selling cryptocurrency is extremely risky. We expect you to be a responsible user of MogoCrypto, to do your own research and to make your own decisions about whether or not you want to buy or sell cryptocurrency at any given time. If you want advice, then we encourage you to seek out independent financial advice from a qualified investment professional.

If you choose to buy or sell cryptocurrency through MogoCrypto and you lose the cryptocurrency, Cash or anything else for any reason, including theft or loss of the cryptocurrency or keys, neither Mogo nor any of our Exchange Partners will be responsible for these losses, period. If this freaks you out, just don't use MogoCrypto. Our lawyers would hate to have to be the ones to say we told you so.

2. Description of Services and Pricing aka WHAT IS MOGOCRYPTO?

MogoCrypto is not an exchange. Mogo has entered into agreements with Exchange Partner(s) in order to facilitate the purchase and sale of cryptocurrencies by MogoMembers from within the MogoAccount. To use MogoCrypto, you must first become a MogoMember, meet all of the eligibility requirements set out herein and otherwise read and agree to this Agreement in its entirety. You must transfer Cash to MogoCrypto using one of the accepted methods set out below. Thereafter, you may use that Cash to buy cryptocurrency, you may sell your cryptocurrencies for Cash, or you may withdraw Cash to your Canadian bank account, as set out below. Any cryptocurrency you buy and your private key(s) is held by our Exchange Partner(s) in 95% cold storage. MogoCrypto does not hold or store your cryptocurrency and your private key(s).

Funding MogoCrypto

In order to buy or sell cryptocurrencies, you must fund MogoCrypto with Cash.

Interac e-Transfer: If you fund MogoCrypto using Interac e-Transfer, then Mogo will use commercially reasonable efforts to process and fund your MogoCrypto CAD holdings in as little as 30 minutes of Mogo receiving funds from your financial institution. In the event of heavy volume of transactions, it could take up to one day to process and fund.

Rejected funding: We reserve the right to reject your funding request for any reason including if the name on your bank account doesn't match the name in your MogoAccount or if you haven't otherwise followed the funding instructions set out in the MogoCrypto dashboard, including the applicable limits. If we do reject your funding request, then we will return your Cash to you by the same funding method that you used or by mailing you a cheque in our sole discretion. In order for us to return the Cash to you, you must provide us with your bank account information, wire transfer information, or mailing address. If, for any reason, Mogo rejects your funding request then Mogo will not be liable for any fees or charges that you have already paid or may be required to pay to your financial institution.

Funds may be delayed or services unavailable based on certain factors and Mogo will not be responsible for any losses arising from a delay or failure to fund your MogoCrypto CAD holdings or execute your buy transaction. While Mogo does not charge any fees on certain funding methods, the supported funding method that you select may charge fees that you will be solely responsible for. Once Mogo has processed and funded MogoCrypto with your Cash, you may buy cryptocurrencies immediately.

You may fund MogoCrypto with Cash by using the following funding methods, subject to the applicable limits set out below:

Funding Method	Min Limit	Max Limit	24 Hour Limit	Mogo Fee
Interac e-Transfer	\$10.00	\$3,000.00	\$3,000.00	FREE

Mogo reserves the right to add, remove or change available funding methods at any time without notice. Your financial institution may charge you a fee for Interac e-Transfers. Mogo will not be responsible for any fees or costs that you may incur in funding MogoCrypto including, but not limited to, any Interac e-Transfer fees.

Cash Holdings

“Cash Holdings” means the amount of Cash held in MogoCrypto and available to use for the purpose of buying cryptocurrencies. Your Cash Holdings are held on your behalf at a Schedule 1 Canadian Bank in one or more trust accounts in the name of, and managed by, our Exchange Partner(s). Your current cash balance is displayed in your MogoAccount. Your Cash Holdings are not insured on your behalf by the Canada Deposit Insurance Corporation or any other deposit insurer.

Withdraw Hold

Mogo may, in its sole and absolute discretion, block on your ability to withdraw Cash that you use to fund MogoCrypto from MogoCrypto for such time as Mogo deems necessary (the “Withdraw Hold”). You will only be able to withdraw the amount you funded in Cash to a verified Canadian bank account after the applicable Withdraw Hold period has ended.

Withdrawals and Bank Account Verification

Before you withdraw Cash from your Cash Holdings to your Canadian bank account, Mogo must verify your Canadian bank account registered in your name. The first time you withdraw Cash to a particular bank account, you will be required to verify that bank account. To start the bank account verification process, you must provide Mogo with your bank account details, including: bank name, institution number, transit number and account number. Mogo may refuse to verify your bank account at its sole discretion, including if the owner’s name on the bank account does not match the name on your MogoAccount.

As a part of the bank account verification process, Mogo will deposit two small transactions into your verified bank account by means of an electronic funds transfer within 1 to 5 business days. You will be required to accurately enter the values of these two transactions into your MogoAccount. If you enter the two transaction values correctly, then you will be permitted to withdraw your Cash Holdings. If you incorrectly enter the value of the two transactions that Mogo deposited into your bank account 3 times, then you will have to start the withdrawal process over again. Mogo reserves the right to debit your bank account for the total amount of the two transactions deposited into your bank account at any time without notice.

Once your bank account has been verified by Mogo, you may withdraw your “Available Balance”, which includes all Cash that is not subject to an outstanding Withdraw Hold, subject to the applicable withdraw limits. Mogo will make commercially reasonable efforts to schedule an electronic funds transfer to your bank account within 24 hours of receiving your request for withdrawal. Depending on your financial institution, it may take 1-5 additional business days for your financial institution to process this transfer.

Mogo will not be responsible for any delays in depositing Cash to your bank account or for any Cash deposits sent to any incorrectly verified bank accounts provided by you to Mogo. All such withdrawals are irreversible and you will be responsible for any recovery of funds due to error. All withdrawals are subject to applicable limits as set out below:

Withdraw Method	Min Limit	Max Limit	24 Hour Limit	Mogo Fee
Direct Deposit	\$1.00	\$9,000.00	\$9,900.00	FREE

Supported Cryptocurrencies

Cryptocurrencies are listed on MogoCrypto at the discretion of Mogo and can be removed or closed at any time. Currently, bitcoin is the only supported cryptocurrency. If a cryptocurrency is so removed or closed, your open orders will be cancelled and your account credited back. If a cryptocurrency is selected for removal, and if the applicable blockchain allows it, you will have twenty-five (25) days to sell your cryptocurrency and withdraw your Cash. If you do not sell the cryptocurrency within such time, you authorize Mogo to sell the cryptocurrency for Cash thereafter at its discretion, and added to your Cash Holdings. Mogo and its Exchange Partners assume no liability or cost whatsoever arising from removed or closed cryptocurrency, including any loss in value resulting from the timing of the sale of a cryptocurrency that is no longer supported.

Buying & Selling Cryptocurrencies

To buy cryptocurrencies, you must request a quote by entering the value of cryptocurrency in Cash that you wish to buy or sell. Thereafter, you will be shown a confirmation page with a summary of the transaction, including the current rate for that cryptocurrency as retrieved from our Exchange Partner(s). If you choose to accept the quote and buy or sell that cryptocurrency at the quoted rate, then Mogo will use commercially reasonable efforts to complete the action of buying or selling cryptocurrencies with our Exchange Partner(s) at the quoted rate. Your ability to buy or sell cryptocurrencies is dependent on market conditions. The executed rate may differ slightly from the quoted and confirmed rate and any price difference you may see between the estimated price on the confirmation page and the actual execution price is due to market movement.

You understand that our Exchange Partner(s) may, at their sole discretion, decline your buy or sell transaction. If your buy or sell transaction is declined by our Exchange Partner(s), then the original quote for your buy or sell transaction will expire and you will need to request a new quote to proceed. Mogo and its Exchange Partners will not be liable for any losses that you may suffer as a result of our Exchange Partner declining your buy or sell transaction

All buy or sell transactions confirmed by you are final and are non-reversible. You will have one opportunity to confirm your order before finalizing it. Mogo and its Exchange Partners will not be responsible for losses caused by mistyped or wrongly placed orders. An open order may be cancelled at any time by you but Mogo and its Exchange Partners make no guarantee on whether that order will be cancelled before execution.

Cryptocurrency Pricing

The exchange rate we offer you on a buy or sell transaction of cryptocurrency is calculated from our Exchange Partner's price, which may include fees or mark-ups applied by our Exchange Partner and/or other factors such as market depth and volatility, and includes

a 1% fee charged by us. You can check the exchange rates we offer for cryptocurrency purchases and sales at any time from within the MogoAccount.

Cryptocurrency Holdings

Mogo displays the approximate value of your cryptocurrency holdings in Cash using the current mid-market price of the actual amount of cryptocurrency you own. All of your cryptocurrency holdings in MogoCrypto are held in 95% cold storage with our Exchange Partner(s). You will not be able to see or copy your private key which is stored by our Exchange Partner(s). **YOU MAY NOT TRANSFER YOUR CRYPTOCURRENCY HOLDINGS FROM MOGOCRYPTO INCLUDING TO ANY OTHER WALLET OR EXCHANGE.**

Total Holdings

For the purposes of MogoCrypto, “Total Holdings” means the value equal to the sum of your Cash Holdings plus the Cash value of your cryptocurrency holdings using the current mid-market price.

Transaction History

You may view your transaction history from within your MogoAccount. Your transaction history is divided into two groups of transactions: (a) Buy & Sell and (b) Fund & Withdraw. All transactions are displayed using the time zone you have selected within your MogoAccount settings.

Buy and Sell transactions are organized by date of quote execution and provide details such as the value of the transaction in Canadian dollars, amount of cryptocurrency and the quoted price of the cryptocurrency at the time the transaction was executed.

Fund and Withdraw transactions are organized by date. For Fund transactions, the date displayed reflects the date that Cash was added to MogoCrypto Cash Holdings. For Withdraw transactions, the date displayed reflects the date that you requested the withdraw of Canadian dollars to your verified Canadian Bank Account. For both Fund and Withdraw transactions the value of Cash is displayed on a per transaction basis.

3. Permitted Users, Licenses and Laws aka WHO CAN USE MOGOCRYPTO?

In order to use MogoCrypto, you must:

- (a) Be a Canadian resident of BC, AB, MB, ON, NB, PE, NL or NS.
- (a) Be the age of majority in your province of residence;
- (b) Be a MogoMember that:

- a. has passed Mogo's Know Your Client ("KYC") requirements;
 - b. has been granted access to the MogoAccount dashboard;
 - c. has not otherwise been flagged for actual or suspected fraudulent activity by Mogo in its sole and absolute discretion;
 - d. is not in default of your obligations with respect to any one or more of the products and services available through the MogoAccount.
- (c) Represent and warrant that you have a sufficient understanding of cryptocurrencies to allow you to understand each purchase or sale of cryptocurrency that you make; and
- (d) Comply with this Agreement.

You agree to maintain and update your personal information in your MogoAccount from time to time as necessary to ensure that it is always up to date.

You agree to abide by all applicable laws in connection with your use of MogoCrypto including those related to intellectual property rights, data privacy, international communications and the transmission of technical or personal data.

Mogo grants you a limited, non-exclusive, non-transferrable license, subject to this Agreement, to access and use MogoCrypto solely for approved purposes as permitted by Mogo from time to time. All rights not expressly granted in this Agreement are reserved by Mogo.

4. User Acknowledgments

aka THE PROMISES THAT YOU MAKE TO MOGO

In exchange for us letting you use MogoCrypto, we need you to promise us some things. So, by using MogoCrypto, you warrant and agree that:

- (a) The cryptocurrencies available through MogoCrypto are not "securities" within the meaning of any securities legislation in Canada and you will not have available to you any of the rights, remedies or protections that would otherwise be available to purchasers of securities;
- (b) You understand the risks and implications associated with buying and selling cryptocurrency and you are willing to take those risks;
- (c) You understand that neither Mogo nor its Exchange Partners make any representations or warranties with respect to the cryptocurrencies available for purchase via MogoCrypto and that you are solely responsible for researching the

cryptocurrencies that you purchase or sell and ensuring that your purchases and sales are made on an informed basis;

- (d) You understand holding cryptocurrencies carries various risks, including those relating to the technology underlying the cryptocurrencies and the value of your cryptocurrencies may decrease to zero;
- (e) The cryptocurrencies that you may purchase through MogoCrypto are not insured and are not protected by any centralized agency;
- (f) The Canadian dollars that you use to fund purchases through MogoCrypto are not insured by the Canada Deposit Insurance Corporation or any other insurer;
- (g) Mogo and Mogo's Exchange Partners' ability to fulfill your purchase or sale order depends, in part, on the market for that cryptocurrency. If there is a lack of corresponding purchase or sale orders in a particular cryptocurrency at that time then it may not be possible for Mogo to fulfill your order in a timely basis, or at all;
- (h) MogoCrypto, Mogo's Exchange Partners' and Mogo services may be subject to malicious cyberattacks or contain exploitable flaws in its security systems, which may result in security breaches and the loss or theft of any or all of your cryptocurrencies or Canadian dollars;
- (i) Cryptocurrencies available for purchase via MogoCrypto may not be subject to ongoing public disclosure requirements and therefore it may be difficult to find accurate and current information, or any information at all, relating thereto. In addition, others trading in those cryptocurrencies may be doing so in possession of material and other information that has not been publicly disclosed. Cryptocurrencies generally do not afford the holder any rights commonly associated with securities ownership, such as voting rights and rights to participate in the equity of the issuer;
- (j) You completely understand and agree to abide and be bound by the terms of this Agreement;
- (k) You will adopt and implement commercially reasonable preventative procedures to ensure that you exercise commercially reasonable care and diligence not to pass any computer virus, worm, bug or other computer infection to Mogo or its Exchange Partners;
- (l) To the extent permitted by law, you waive your right to participate in any sort of class action or other lawsuit or arbitration against Mogo or its Exchange Partners;
- (m) You have done your research, sought out appropriate legal, financial and tax advice in connection with the cryptocurrency that you intend to purchase through

MogoCrypto and that you will continue to seek out such advice as necessary on an ongoing basis so long as you use MogoCrypto;

- (n) Mogo and its Exchange Partners are not responsible for any consequences arising from false, incorrect or incomplete information that you provide to us;
- (o) Mogo and its Exchange Partners do not own or control, and make no representations or warranties with respect to, the underlying technology of the cryptocurrencies you may purchase or sell using MogoCrypto, including those technologies that govern their use;
- (p) The underlying technology of cryptocurrencies may suddenly change such that the new version is no longer compatible with existing versions or there is otherwise a permanent divergence of the blockchain (a “Fork”) which may impact the value, functionality and other characteristics such as the name of the cryptocurrency and whether MogoCrypto is able to support the cryptocurrencies subject to a Fork; and
- (q) Mogo and its Exchange partners are not responsible for any consequences arising from a Fork including any losses that you may suffer and, in the event of a Fork, Mogo or its Exchange Partners may temporarily suspend the operation of MogoCrypto, with or without advanced notice to you, and may, in their sole discretion, decide whether or not to support the cryptocurrencies subject to such Fork.

5. Prohibited Uses

aka YOU’LL BE IN BIG TROUBLE IF YOU DO ANY OF THIS

We want all of our MogoMembers to play nice when using MogoCrypto and we’re going to set out some ground rules. Below is a list of some examples of the things that you are not allowed to do while using MogoCrypto. There might be other things that you do that are not listed below that may cause us to terminate your account. If you are not sure if you are about to do something that is going to get you kicked out, please contact us.

Mogo and its Exchange Partners reserve the right to terminate your access to MogoCrypto if you do any of the following, or anything else that Mogo or its Exchange Partners, in their sole and absolute discretion, deems detrimental to MogoCrypto, other MogoMembers, its Exchange Partners or Mogo. Without limiting the generality of the foregoing, you may not:

- (a) Use MogoMoney to purchase cryptocurrency.
- (b) Access MogoCrypto for any benchmarking or competitive purposes, including any attempt to reverse engineer MogoCrypto and associated services.

- (c) Engage in any activity that would violate, assist in violation of, or relate to the violation of, any law, statute, regulation, or sanctions program administered by any level of government in Canada, including any transaction that would involve proceeds of any unlawful activity.
- (d) Undertake any activity that would amount to an abuse of MogoCrypto, in Mogo or its Exchange Partners' sole and absolute discretion. This includes, but is not limited to, any actions that create and unreasonably large load on our infrastructure or that interfere with, intercept or expropriate our system, data or information or the security thereof. Further, you must not transmit or upload any material to MogoCrypto that contains any virus, trojan horse, worm, or other harmful or malicious program. You may not harvest, extract or otherwise collect any information from Mogo about Mogo, its Exchange Partners or any other person.
- (e) Engage in any activity intended to defraud or interfere with Mogo, Mogo users, Mogo's Exchange Partners or any other person, or the provision of any false, inaccurate or misleading information to Mogo.
- (f) Engage in any activity that amounts to defamation, abuse, extortion, harassment, stalking, threatening or otherwise violating or infringing the legal rights of any other person (including any privacy right).
- (g) Engage in any activity that constitutes an infringement or violation of any copyright, trademark, right of publicity or privacy or other proprietary right under any law.
- (h) Post any material which promotes illegal activity, could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, regulation or this Agreement.
- (i) Use MogoCrypto to send spam, chain letters, junk mail or any other type of unsolicited mass e-mail.
- (j) Disrupt or interfere with the security of, or otherwise abuse, MogoCrypto, or any servers or networks connected to MogoCrypto, or attempt to obtain unauthorized access to MogoCrypto.
- (k) Use MogoCrypto to share with any minor any content or materials inappropriate for children or allow any minor access to such materials.
- (l) Use any automated means to register an account or to purchase or sell cryptocurrency through MogoCrypto, including through the use of any robot, spider or crawler.
- (m) Copy Mogo content onto your own or any other website.

(n) Impersonate, use or attempt to use another person's account.

Mogo reserves the right to suspend or close your account, force the sale of all of your cryptocurrency holdings, return your Cash to you, or take any other steps that Mogo, in its sole discretion, deems appropriate if it believes that you have engaged in any prohibited practice including, but not limited to, actual or suspected fraudulent, money laundering, or terrorist financing activities. Mogo will not be liable to you for any losses that you may suffer if it forces the sale of your cryptocurrency holdings (for example, if you funded and purchased \$100 worth of cryptocurrency and the net proceeds of the forced sale is \$75 then Mogo will only return \$75 to you).

In short, please don't do any of the things that have been listed above. If you do, we won't let you keep using MogoCrypto, we might force the sale of your MogoCrypto holdings, and we also won't like you very much.

6. Privacy

aka PROTECTION OF YOUR PERSONAL INFORMATION

Any personal information that you give us in connection with MogoCrypto will be dealt with according to our Privacy Policy.

7. Cancellation

aka CLOSING YOUR ACCOUNT

You can close your MogoAccount upon request in the manner set out in the MogoAccount Terms and Conditions.

8. Mogo's Termination Rights

aka WHEN CAN MOGO CANCEL THIS AGREEMENT IN GENERAL?

If Mogo, in its sole and absolute discretion, determines that you have violated this Agreement or suspects that your MogoAccount has been hacked or accessed without authorization, then Mogo reserves the right to terminate this Agreement with you immediately and without notice.

We may also suspend or revoke your MogoAccount without notice to you at any time for any reason, including if we are required to do so by law or by any of our third-party provider. Without limiting the generality of the foregoing, Mogo reserves the right to suspend or revoke your access to MogoCrypto or the MogoAccount if you are in default of your obligations with respect to any one or more other Mogo products and services.

In short, if Mogo doesn't believe that you're playing by our rules or if we're no longer allowed or want to play in this game, then Mogo is allowed to terminate this Agreement (aka close your MogoAccount) without any notice to you.

9. Intellectual Property aka WHAT IF I'VE GOT A SUGGESTION? and CAN I USE MOGO'S LOGOS?

We appreciate that you might have suggestions for us on how to improve MogoCrypto and we encourage you to reach out to us if you do. However, if you make a suggestion or communication to us then you automatically grant Mogo a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit any suggestions, ideas, concepts, know-how or techniques for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or anyone else, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of us or our successors or assigns. You waive all moral rights that you might have in your suggestion or communications with us (including the right to be associated with your content) upon submission, as well as the right to receive any financial or other consideration in connection with your content and submissions.

All other copyright and intellectual property protections set out in the MogoAccount Terms and Conditions are confirmed in this Agreement.

Please be aware that Mogo is the owner of a number of registered trademarks. In order for Mogo to maintain their ownership rights, Mogo is required by law to enforce their rights against anyone who violates them. This means that if you use our registered trademarks or other intellectual property without our knowledge or consent then our lawyers have to send you angry letters and do other things to stop you from doing it. Our lawyers are fun-loving people who hate to have to write angry letters so please, just don't use our trademarks or intellectual property without getting our permission first.

10. General and Disclaimers aka SOME OTHER THINGS YOU SHOULD KNOW

This Agreement will be governed and construed in accordance with the laws of the province of Ontario without giving effect to its conflict of law provisions. You agree that you will bring any claim or cause of action arising out of this Agreement, your use of the Services or any purchase made via the Services in the courts located within Toronto, Ontario, and you also agree to submit to the personal and non-exclusive jurisdiction of those courts. If any provision contained in this Agreement is determined unenforceable, then such provision will be severed and replaced with a new provision that most closely reflects the intent of the original provision, and the remaining provisions of this Agreement will remain in full force and effect. No waiver of any provision of this Agreement shall be effective except pursuant to a written instrument signed by us expressly waiving

compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Mogo does not control the value of cryptocurrencies available for purchase through MogoCrypto. Mogo will do its best to bring you up-to-date market data, all data is provided on an as-is basis without any sort of guarantee from Mogo or its Exchange Partners. The data may also have typographical errors, be incomplete and be inaccurate. Mogo will try to correct those mistakes on a commercially reasonable effort basis but does not necessarily commit to do so.

Mogo and its Exchange Partners will rely on the information you provide. You will be responsible for any and all loss, damage, or additional costs that Mogo, its Exchange Partners or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via the Services. You acknowledge that you are solely responsible for maintaining the confidentiality of your account credentials (including any user names, passwords or security tokens created or provided) and that you will be responsible for any loss resulting from any unauthorized use of your account, however caused. You agree to immediately notify us of any unauthorized use of your account. Similarly, you are responsible for verifying and maintaining the protection, security, and distribution of your account information, including account numbers, user names, and passwords.

You will be liable for managing your password and under no circumstances, including negligence or misconduct, will Mogo or its Exchange Partners be liable for any damages that result from the use of your account. We highly recommend you keep a secure backup of your password and any security credentials we provide to you in a safe and off-line environment.

You acknowledge that our Exchange Partner(s) will store your cryptocurrency and private keys and that you will not be able to see or copy your private key which is stored by our Exchange Partner(s).

Your access and use of MogoCrypto may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of MogoCrypto or other actions that Mogo or its Exchange Partners, in their sole discretion, may elect to take. In no event will Mogo or its Exchange Partners be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime, or any cybersecurity theft or hacking. Your sole and exclusive remedy for any failure or non-performance of MogoCrypto, including any associated software or other materials supplied in connection with such services, will be for Mogo to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service

YOU USE MOGOCRYPTO AT YOUR OWN RISK. THE SERVICES AND CRYPTOCURRENCIES PURCHASED VIA THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MOGO AND ITS EXCHANGE PARTNERS

CANNOT AND DO NOT GUARANTEE, AND DO NOT MAKE ANY, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING (1) ANY WARRANTY OF MERCHANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE; (3) NON-INFRINGEMENT; (4) THAT THE SERVICES OR ANY CRYPTOCURRENCIES PURCHASED VIA THE SERVICES, WILL MEET YOUR REQUIREMENTS; (5) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, HACK-PROOF OR ERROR FREE; AND (6) THAT ANY DEFECTS WITH THE SERVICES, IF ANY, WILL BE CORRECTED. YOU UNDERSTAND THAT ANY USE OF, MODIFICATION TO OR RELIANCE ON THE SERVICES, OR ANY CRYPTOCURRENCIES PURCHASED VIA THE SERVICE, IS AT YOUR OWN DISCRETION AND RISK.

MOGO AND ITS EXCHANGE PARTNERS:

- (A) WILL NOT BE LIABLE NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID: (A) WHEN MOGOCRYPTO IS TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OR CESSATION OF INTERNET SERVICES BY NETWORKS OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO THE DIRECT CONTROL OF MOGO, ITS EXCHANGE PARTNERS OR ANY CRYPTOCURRENCY OR UNDERLYING BLOCKCHAIN TECHNOLOGY, (B) DUE TO ANY ABUSE, AND (C) FOR ANY BREACH OF SECURITY ON THE NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE;
- (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY LOST PROFITS, LOST, DAMAGED OR COMPROMISED DATA, EQUIPMENT, TRANSMISSION OR WEBSITE OR NETWORK DOWNTIME, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, HOWEVER ARISING, WHICH ARE RELATED TO THE SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF MOGO OR ITS EXCHANGE PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE;
- (C) WILL NOT BE LIABLE IN CONNECTION WITH THE USE OR INABILITY TO USE ANY CRYPTOCURRENCY PURCHASED VIA MOGOCRYPTO, OR ANY CRYPTOCURRENCY TOKENS GENERATED AS A RESULT OF ANY FORK OF ANY CRYPTOCURRENCY PLATFORM OR OTHER SOFTWARE;
- (D) WILL NOT BE LIABLE FOR ANY FAILURE OF ANY PURCHASE OR SALE THROUGH THE USE OF MOGOCRYPTO;
- (E) WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUFFER IF MOGO FORCES THE SALE OF YOUR CRYPTOCURRENCY HOLDINGS AS

PERMITTED BY THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF OPPORTUNITY, FEES OR CHARGES.

You are solely liable and responsible for any and all claims and demands made by any other person arising out of, in connection with, or relating to your use of the Services, your breach of this Agreement, your violation or infringement of the rights of others, or your violation of any applicable civil or criminal law. Mogo and its Exchange Partners disclaim any and all responsibility and liability regarding all such matters. You acknowledge that Mogo's Exchange Partners act as trustees for Mogo with respect to all rights contemplated hereunder arising in favour of Mogo. You further agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of the Services, and that you will comply with all applicable law in respect of same. We may investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations. We reserve the right at all times to disclose any information (including your Personal Information) regarding your usage of the Services in each case as may be permitted or required by applicable law, including as necessary to satisfy any request authorized by applicable law.

Transmitting data over the Internet cannot ever be guaranteed as secure. Therefore, Mogo cannot guarantee or ensure that the information you transmit to us will be secure.

The *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this Agreement.

11. INDEMNIFICATION

aka YOU'RE ON THE HOOK IF YOU CAUSE MOGO LOSSES

You agree to indemnify, defend and save harmless Mogo and its Exchange Partners from any and all claims and expenses, including any legal fees, arising out of or related to your breach of this Agreement or your use of MogoCrypto. We may, at our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

12. CONTACT

For any inquiries relating to MogoCrypto or this Agreement, email MogoCrypto@mogo.ca.

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