



PLATFORM AND STAKING SERVICES AGREEMENT

TERMS OF SERVICE

Last Modified: January 10, 2023

BY ACCESSING OR USING THE SERVICES (AS SUCH TERM IS DEFINED BELOW) OF BTCS INC., A NEVADA CORPORATION (“BTCS,” “CORPORATION,” “VALIDATOR,” “WE,” “US,” OR “OUR”) YOU (“DELEGATOR,” “YOU,” “YOUR,” “USER,” “CLIENT,” OR “INDIVIDUAL”) AGREE TO FOLLOW AND BE BOUND BY BTCS’S TERMS OF SERVICE SET FORTH IN THIS PLATFORM AND STAKING SERVICES AGREEMENT (THIS “AGREEMENT”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY, POWER AND RIGHT TO FULLY BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “YOU,” “YOUR,” AND “USER” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT CLICK TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU MAY NOT USE THE SERVICES OR ACCESS THE PLATFORM (AS SUCH TERM IS DEFINED BELOW) AT MY.STAKESEEKER.COM (“STAKESEEKER”) AS WELL AS ANY OTHER MEDIA FORM, MEDIA CHANNEL, MOBILE WEBSITE DIGITAL SERVICE, VALIDATOR SERVICE (AS DEFINED BELOW), MOBILE APPLICATION RELATED, LINKED, OR OTHERWISE CONNECTED THERETO OR PROVIDED BY US (COLLECTIVELY, THE “SERVICES”).

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Additional Conditions**” means certain conditions in respect of the Delegation of Cryptocurrencies for each Supported Blockchain Network. The Additional Conditions are subject to the Blockchain Protocols of the Supported Blockchain Network and changes of such Blockchain Protocols imposed by the respective Supported Blockchain Network.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Airdrop**” means a marketing strategy adopted by a Cryptocurrency startup to promote such startup’s project and associated new Coin or Token.

“**Applicable Data Protection Laws**” means federal, state and international privacy, data protection and information security-related Laws applicable to Personal Information, including the Processing of Personal Information.

“**Authorized Users**” means User Representatives who are authorized by a User to access and use the Platform and Services under the rights granted to a User pursuant to this Agreement.

“**Blockchain**” means a system in which a record of chronological transactions made in a Cryptocurrency are maintained across several computers linked in a peer-to-peer network.

“**Blockchain Protocols**” means any protocols or operations of the Supported Blockchain Networks, including the rules governing the validation and inclusion of transactions in the Supported Blockchain Networks.

“**Blocked Person**” means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (c) a Person with which any other Person is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in Executive Order No. 13224; or (e) a Person that is named a “specially designated national” or “blocked person” on the most current list published by OFAC or other similar list.

“**BTCS Materials**” means the Services, Platform, Documentation, BTCS Systems, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by BTCS or any Subcontractor (as defined below) in connection with the Services or Platform or otherwise comprise or relate to the Services or Platform. For the avoidance of doubt, BTCS Materials include Resultant Data and any information, data, or other content derived from BTCS’s monitoring of User’s and its Authorized Users’ access to or use of the Services or Platform, but does not include any Third-Party Materials.

“**BTCS Personnel**” means all individuals involved in the performance of Services as Representatives of BTCS or any Subcontractor.

“**BTCS Systems**” means the information technology infrastructure used by or on behalf of BTCS in providing the Services and Platform, including all application programming interfaces, computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by BTCS or through the use of third-party services.

“**Coin**” means a form of digital currency that has its own Blockchain and are often the native digital asset of such Blockchain, and stores value and acts as a medium of exchange.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Cryptocurrency**” means a digital currency, including a Coin or Token, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds.

“**Cryptocurrency Rights**” mean Validation Rights and Voting Rights.

“**Delegation**” means the process by which Cryptocurrency owners that do not run Validator Nodes can exercise such owner’s Cryptocurrency Rights associated with any Cryptocurrencies that are delegated to a Validator Node when the owner of such Cryptocurrencies sends a delegated transaction to the Supported Blockchain Network that publicly associates those Cryptocurrencies with the known public key address belonging to such Validator Node. Delegation allows a Cryptocurrency owner to exercise such owner’s Cryptocurrency Rights by means of a Validator Node that is owned, operated and maintained by a third party. Delegations do not entitle or enable a Validator Node to obtain custody, possession or control of the relevant Cryptocurrencies. “**Delegate**” or “**Delegated**” have correlative meanings.

“**Delegator**” means the Cryptocurrency owner who delegated such Cryptocurrency to the Validator Node.

“**Documentation**” means any manuals, instructions, or other documents or materials that the BTCS provides or makes available to User in any form or medium and which describe the functionality, components, features, specifications or requirements of the Services or Platform, including any aspect of the configuration, operation, use, support, or maintenance thereof.

“**Effective Date**” means the date User agrees to the terms and conditions of this Agreement and the other documents incorporated herein by reference.

“**Fork**” means an occurrence when Nodes cannot reach a unanimous consensus regarding the future state of a Blockchain which may cause a single chain of blocks to split into two or more chains of blocks which are all valid.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent a User or any Authorized User from accessing or using the Services or Platform as intended by this Agreement.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Net Rewards” means Staking Rewards minus any applicable Slashing Penalties assessed.

“OFAC” means the U.S. Department of Treasury Office of Foreign Assets Control.

“OFAC Lists” means, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Personal Information” means information that a User or an Authorized User provides or for which a User or an Authorized User provides access to BTCS, or information which BTCS creates or obtains on behalf of such User or an Authorized User, in accordance with this Agreement that: (a) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account Access Credentials or passwords, financial account numbers, credit report information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal

identifiers); or (c) is defined as such or protected under Applicable Data Protection Laws, including information considered as sensitive personal data or employee personal data. For the avoidance of doubt, Personal Information does not include aggregate, anonymized data derived from an identified or identifiable individual.

“Platform” means the Digital Asset Platform hosted by BTCS on the Website.

“Process” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Proof-of-Stake” or **“PoS”** means a consensus requiring the Blockchain Protocol’s Cryptocurrency owners to Stake their Cryptocurrencies to participate in the consensus validation process and enables at least one of the Staking Cryptocurrency owners to validate and sign the next definitive serial transaction record.

“Proof-of-Stake Network” or **“PoS Network”** means a digital Blockchain ledger in which transactions in digital Cryptocurrencies are recorded as a result of the activities of a Node that reaches a Proof-of-Stake consensus.

“Representatives” means, with respect to a party, that party’s employees, officers, directors, shareholders, members, managers, consultants, agents, independent contractors, and legal or other professional advisors. User’s Representatives also include such User’s Subcontractors and User’s Authorized Users.

“Resultant Data” means data and information related to User’s use (or any Authorized User’s use) of the Services or Platform, that is used by BTCS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services and Platform.

“Service Fee” means the compensation received by the owner of the Validator Node whereby the Supported Blockchain Network automatically deducts a percentage of the Staking Rewards that would otherwise be payable to the Delegator and issues the deducted Cryptocurrencies to the Validator Node owner as a service for running the Validator Node.

“Slashing Penalty” means any penalty assessed by the PoS Network to discourage harmful behaviors and make Validators responsible, such as for unavailability or slow, incorrect or malicious performance.

“**Staking**” or “**Stake**” means committing Cryptocurrency holdings to help support the operation of a Blockchain in order participate in its consensus mechanism in exchange for Staking Rewards.

“**Staking Rewards**” means all Cryptocurrency or Cryptocurrencies generated by operating Validator Nodes, including, but not limited to, block rewards, endorser rewards, transaction fees and any other direct payments as a result of operating a Validator Node.

“**Subcontractor**” has the meaning set forth in [Section 15.9](#).

“**Supported Blockchain Network**” means a PoS Network in which BTCS may exercise Cryptocurrency Rights delegated to it by a User. Each Supported Blockchain Network has its own conditions that are specified in the Additional Conditions.

“**Third-Party Materials**” means materials and information, in any form or medium, including any module, open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services or Platform that are not proprietary to BTCS.

“**Token**” means a Cryptocurrency token built on top of an existing Blockchain (using smart contracts) and represents an asset.

“**Unbonding Period**” means the Cryptocurrency imposed waiting period during which the User’s funds may not be withdrawn or sold.

“**Users**” means all visitors to the Platform, or any individual or entity that creates an account to use the Services, shall be deemed “**Users**” of the Platform’s Services.

“**User Data**” means all data, files and information a User (or an Authorized User) provides to us in the course of using the Services and Platform.

“**User Funds**” means the Cryptocurrency funds held by a User.

“**User Identifiable Data**” means Personal Information of User (or an Authorized User) that is collected, downloaded, or otherwise received, directly or indirectly, from User (or an Authorized User) by or through the Platform. For the avoidance of doubt, User Identifiable Data does not include Resultant Data or any other information reflecting the access or use of the Platform by or on behalf of User (or any Authorized User).

“**User Systems**” means the User’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by User or through the use of third-party services, including, without limitation, any applications developed by BTCS (or any other Person) on behalf of User, to interact with the Platform.

“**Validation Rights**” means each Cryptocurrency representing a limited license on the Supported Blockchain Network for the owner to validate and propose the addition of blocks to the Supported Blockchain Network.

“**Validator**” means the operator of a Validator Node.

“**Validator Node**” means the collection of server hardware and software required to participate in a consensus on a Supported Blockchain Network by verifying and maintain a record of transactions as well as validating or producing new blocks on the Supported Blockchain Network ledger. “**Node**” or “**Nodes**” have correlative meanings.

“**Voting Rights**” means a voting right that each Cryptocurrency gives for the owner to vote upon proposals related to the operation and governance of the Supported Blockchain Network. Voting Rights may be used by Cryptocurrency owners to establish contractual restrictions on the use of the Supported Blockchain Network. The use of the Supported Blockchain Network may depend on the obligations imposed by such Cryptocurrency owners or other third parties, or the rights belonging to them as a result of such future activities.

“**Wallet**” means a device or program that stores a User’s cryptocurrency public and private keys and allows a User to send, receive, and store User’s Cryptocurrency.

“**Website**” means a set of HTML-based compilations of integrated content or other materials, which may, through software known as a browser, be displayed on client computers by means of a download to local cache memory, using the HTTP service of the Internet. BTCS has developed and owns a proprietary Website, <https://my.stakeseeker.com>.

2. **Account Setup.**

2.1 **Eligibility.** To be eligible to use the Platform, Users must be at least eighteen (18) years old.

2.2 **Registration of StakeSeeker Account.** You must register for a StakeSeeker account to use the Platform and Services (a “**StakeSeeker Account**”). You will need to complete certain verification procedures before you are permitted to use the Platform and Services. By registering or using a StakeSeeker Account you agree and represent that you have created your StakeSeeker Account and you will use your StakeSeeker Account only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from BTCS. Each User may register only one StakeSeeker Account. You are fully responsible for all activity that occurs under your StakeSeeker Account. We may, in our sole discretion and for any reason, refuse to open a StakeSeeker Account, suspend or terminate any StakeSeeker Account, or suspend or terminate the Staking of Cryptocurrency in your account.

2.3 **Consent to Access, Processing and Storage of Your Personal Data and Identity Verification.** During registration for your StakeSeeker Account, or any other time

deemed necessary by BTCS, you agree to provide us with the information we request for the purposes of identity verification, providing the Platform and Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, and government identification. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing the Platform and Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your StakeSeeker Account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary in order to comply with laws or regulations. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. 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 or other financial crimes, and to take action we reasonably 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 credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. Further, you authorize your wireless carrier to use or disclose information about your StakeSeeker Account and your wireless device, if available, to BTCS or its service provider for as long as you have a StakeSeeker Account, solely to help them identify you or your wireless device and to prevent fraud. Please review our [Privacy Policy](#) for more information on how we process your personal data and the rights you have in this regard.

2.4 Verification Procedures and Limits. As a regulated company operating in the United States, BTCS may be required to identify Users on the Platform. This verification ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate. For such KYC/AML purposes, BTCS may require you to submit proof of identity in the form of one or more of the following information: (i) name, (ii) date of birth, (iii) physical address, (iv) social security number (or identification number from other government issued identification); and/or (v); additional information related to User's activity on the Website. Users who earn a certain United States Dollar (USD) amount of Staking Rewards from Staking with BTCS may be required to complete additional KYC/AML verification by submitting the following information to BTCS: a copy of an acceptable form of identification (such as a passport, driver's license, or state identification card), and a picture or selfie of the User. Failure to submit such required information may result in deactivation of your Access Credentials and removal of your StakeSeeker account, as determined in the sole discretion of BTCS.

3. Platform Services.

3.1 **Tracking Services.** BTCS's Platform provides Users the ability to utilize BTCS's proprietary unified dashboard for tracking Cryptocurrency assets and trades, allowing Users to connect public Cryptocurrency Wallets and Cryptocurrency exchange account application programming interfaces seamlessly for analytical tracking purposes.

3.2 **Staking, Delegation and Validator Services.** BTCS also provides non-custodial Staking Services as the operator of Validator Nodes on various PoS Blockchain Networks. Users can become Delegators whereby the Delegators Stake the Cryptocurrencies and delegate the Cryptocurrency Rights attributable to such Staked Cryptocurrencies to the BTCS Validator Nodes. This Staking allows BTCS to participate in the governance of different PoS Blockchains. BTCS's listing of currently Supported Blockchain Networks is available on its Website. In the sole discretion of BTCS, Supported Blockchain Networks may be added or removed from time to time by BTCS. In the event you as the Delegator do not agree to, understand, or are unable or unwilling to comply with, the terms of this Agreement, Delegator shall not Delegate its Cryptocurrencies to BTCS. By Delegating Cryptocurrencies to BTCS Validator Nodes, Delegator hereby agrees to be bound by the terms and conditions of this Agreement and any amendments or modifications thereto.

3.2.1 **Validator Services.** BTCS (i) will Stake the Cryptocurrencies that the Delegator has delegated to BTCS by exercising the Cryptocurrency Rights in a manner intended to generate Staking Rewards; and (ii) may exercise the applicable Cryptocurrency Rights, unless the Delegator elects to exercise such Cryptocurrency Rights in accordance with the Blockchain Protocols of the applicable Supported Blockchain Network (collectively, the "**Validator Services**").

3.2.2 **Delegation Decisions.** Delegator acknowledges that Delegator has the sole discretion to determine which Cryptocurrencies, and the quantity of such Cryptocurrencies, that are to be Delegated to BTCS such that BTCS may act in the capacity as a Validator. Delegator is in full control of such Cryptocurrencies, and shall be responsible for any actions required to ensure proper Delegation and designation of the Cryptocurrencies to BTCS.

3.2.3 **Custody of Cryptocurrencies.** Delegator acknowledges and agrees that Delegation to BTCS Validator Nodes shall not involve the transfer of custody of any Cryptocurrencies from the Delegator to BTCS, and any designated Cryptocurrencies shall at all times remain the property of, and under the control of, the Delegator. Delegator acknowledges that the Delegator will remain in full control of the applicable Cryptocurrency's private keys, seed phrases, and any other related security information, and shall have the sole responsibility and obligation for the safekeeping and security of such Cryptocurrency and its related private keys, seed phrases and any other related security information. BTCS does not have any control over the Delegator's Cryptocurrencies and will not be able to recover these

Cryptocurrencies in case of theft, loss, or other compromise of such Cryptocurrencies.

3.2.4 Staking Rewards. BTCS's performance as a Validator is administrative in nature and is intended to result in Delegators, who participate in a blockchain's consensus network, to earn Staking Rewards directly from the Supported Blockchain Networks. Staking Rewards are calculated and disbursed by the underlying Supporting Blockchain Network, and BTCS shall not be liable for or to the User for any delay, errors, lost rewards, or other Losses associated with such calculation and disbursement, including, but not limited to, those Losses associated with any changes to the underlying Supported Blockchain Network, double spend, fifty-one percent attacks or other attacks, Forks, Airdrops, software bugs, errors, technical difficulties or scheduled Supported Blockchain Network upgrades or maintenance activities. BTCS does not support or control the delegation decisions by the Delegator and as such, it is the Delegator's sole responsibility to manage the Staking and Delegation decisions related to the Staking Rewards received by Delegator.

3.2.5 Service Fee. Service Fees for each Supported Blockchain Network are specified on our Website. Service Fees are provided for reference only and are subject to change in the sole discretion of BTCS. Delegator is hereby advised to visit the Website periodically to check for any changes and updates to the Service Fees.

3.2.6 Protocol Changes, Airdrops and Forks. Delegator acknowledges and agrees that Blockchain Protocols may change periodically, and that Airdrops or Forks, or any other similar event, may arise from time to time, in each case outside of the control of BTCS. Therefore, except as may otherwise be provided in this Agreement, Delegator acknowledges and agrees that: (a) BTCS may respond to Blockchain Protocol changes, Airdrops, Forks, or any other similar events, in any way that BTCS determines appropriate in BTCS's sole discretion; (b) the exercise by BTCS of any right or power as a Validator Node on a Supported Blockchain Network shall not constitute a breach or violation of any obligation that may be owed by BTCS to Delegator under this Agreement; and (c) BTCS is not responsible for any Losses, or reductions in value with respect to the Cryptocurrencies or that may otherwise be suffered by Delegator in connection with any and all Blockchain Protocol changes, Airdrops, Forks, or any other similar events.

3.2.7 Protocol Governance. When acting as a Validator, BTCS may participate in Blockchain Protocol level governance decisions, and use the Cryptocurrency Rights to communicate its view on future network upgrades, grant funding, and other matters. Delegator acknowledges and agrees that when a

Delegator Delegates Cryptocurrencies to the Validator to earn Staking Rewards, the Cryptocurrency Rights bound to the Cryptocurrencies are transferred to the Validator for the duration of the Delegated Stake with no commitment requirement, and the Cryptocurrency Rights can be exercised by BTCS in its sole discretion. Notwithstanding, Delegator shall not be prohibited from communicating Delegator's views and joining the applicable Supported Blockchain Network community in debating such governance proposals in accordance with the terms and conditions of such applicable Supported Blockchain Networks. The applicable Supported Blockchain Network may allow the Delegator to override the vote of BTCS. BTCS encourages all Delegators to vote when possible. BTCS shall not have, and Delegator hereby releases BTCS and its Representatives and each of their Affiliates from, any and all claims, changes, responsibility or liability resulting from Supported Blockchain Network's Protocol votes and decisions.

3.2.8 Unstaking; Unbonding. Delegator shall be responsible for initiating the process to unstake Delegator's Cryptocurrencies. Cryptocurrencies unstaked by Delegator may be subject to Unbonding Periods imposed by the applicable Supported Blockchain Network. Cryptocurrencies may be unavailable to the Delegator during the Unbonding Period and may be subject to other restrictions imposed by such Supported Blockchain Network. BTCS has no control over such applicable Unbonding Periods and shall not be liable for any Losses, reductions in value, or loss of opportunity incurred by Delegator as a result of such Unbonding Periods.

3.2.9 Conditions. The obligation of BTCS to provide access to and use of the Platform and Services to the Users (and any Authorized Users) hereunder are subject to the following conditions precedent:

1. the Supported Blockchain Network has selected BTCS to operate as a Validator Node on the applicable Supported Blockchain Network;
2. the covenants and obligations of Delegator under this Agreement are fully performed and satisfied;
3. the representations and warranties of Delegator hereunder are true, correct and complete; and
4. (a) the Delegation by Delegator of the Cryptocurrency Rights to BTCS, or (b) BTCS's performance of the Services on behalf of the Delegator, do not constitute or would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any Law, or agreement to which either party

is bound, including this Agreement and the Blockchain Protocols of the applicable Supported Blockchain Networks.

3.3 Access and Use. Subject to and conditioned on User's and its Authorized Users' compliance with the terms and conditions of this Agreement, BTCS hereby grants User a limited, revocable, non-exclusive, non-transferable (except in compliance with [Section 15.9](#)) right to: (a) access and use the Platform and Services during the Term, solely for use by Users and Authorized Users in accordance with the terms and conditions herein, as may be amended from time to time in BTCS's sole and absolute discretion; and (b) generate, print, copy, upload, download, store, and otherwise Process all digital content as may result from any access to or use of the Services. BTCS shall provide User with Access Credentials within a reasonable time following the Effective Date.

3.4 Suspension or Termination of Access or Use of the Services or Platform. BTCS may suspend, terminate, or otherwise deny User's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Platform, without incurring any resulting obligation or liability, if: (a) BTCS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires BTCS to do so; or (b) BTCS believes, in its good faith and sole and absolute discretion, that: (i) User or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services or Platform beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any of BTCS's instructions; (ii) User or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services or Platform; or (iii) this Agreement expires or is terminated. This [Section 3.4](#) does not limit any of BTCS's other rights or remedies, whether at law, in equity, or under this Agreement.

4. Use Restrictions; Disclaimer; Third Party Account Information.

4.1 Use Restrictions. The Website [Terms of Use](#) and [Privacy Policy](#) including the [Privacy Notice for California Residents](#) of BTCS govern the access and use of the Website by User (and any Authorized User) and are incorporated into this Agreement by reference herein. Further, User shall not, and shall not permit any other Authorized User, or other Person to, access or use the Services or Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, User (and any Authorized User's, as applicable) shall not, except as this Agreement expressly permits:

4.1.1 copy, modify, or create derivative works or improvements of the Services or Platform;

4.1.2 rent, lease, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Platform to any Person, including on or

in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

4.1.3 reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Platform, in whole or in part;

4.1.4 bypass or breach any security device or protection used by the BTCS Materials, or access or use the BTCS Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

4.1.5 input, upload, transmit, or otherwise provide to or through the Services or Platform, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

4.1.6 damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Platform, or BTCS's provision of Services to any third-party, in whole or in part;

4.1.7 remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any BTCS Materials, including any copy thereof;

4.1.8 access or use the BTCS Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other BTCS user), or that violates any applicable Law;

4.1.9 access or use the BTCS Materials for purposes of competitive analysis of the BTCS Materials, the development, provision, or use of a competing software service or product or any other purpose that is to BTCS's or its Affiliates' detriment or commercial disadvantage; or

4.1.10 otherwise access or use the BTCS Materials beyond the scope of the authorization granted under this Agreement.

4.2 **Disclaimer.** BTCS is not in the business of providing legal, financial, accounting, tax, insurance, cryptocurrency or other professional services or advice, and User should consult with such User's own professionals for advice prior to making important decisions in these areas. Further, any information provided on the Platform should not be taken as financial planning or investment solicitation. User acknowledges and agrees that no fiduciary relationship

has been or will be created between User and BTCS based on this Agreement. The Platform may include information about, or offers for, third party services or products, or allow you to access or connect your account to third party services or products. BTCS does not warrant, and is not responsible for, any services, products or claims made about such third party, or the actions or inaction of any third party. User must review and comply with the third party's services and product terms and conditions. BTCS may be compensated by those third parties, which could impact whether, how and where the services and products are displayed on the Website.

4.3 Third Party Account Information. When User directs BTCS to retrieve User's account information from third parties, User grants BTCS a limited power of attorney to access the third party services to retrieve such account information. BTCS will be acting as your agent and will not be acting on behalf of such third party. BTCS does not review third party account information for accuracy and is not responsible for any issues or expenses resulting from such account information, including any inaccuracy, error, delay, or non-delivery. For the sake of clarity, BTCS is not responsible for any payment Processing errors or fees arising from inaccurate account information provided by third parties.

5. User Covenants and Obligations.

5.1 Cooperation and Compliance. User shall at all times during the Term: (a) provide all cooperation and assistance as BTCS may reasonably request to enable BTCS to exercise its rights and perform its obligations under and in connection with this Agreement; and (b) ensure that User's and all Authorized Users' use the Services and Platform in full compliance with this Agreement and all applicable Laws.

5.2 Effect of User Failure or Delay. BTCS is not responsible or liable for any delay or failure of performance caused in whole or in part by User's and all Authorized User's delay in performing, or failure to perform, any of User's and its Authorized User's obligations under this Agreement (each, a "User Failure").

5.3 Corrective Action and Notice. If User becomes aware of any actual or threatened activity prohibited by Section 4.1, User shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the BTCS Materials, and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify BTCS of any such actual or threatened activity.

6 Platform Support. The Platform can be accessed directly through the Website. Access to the Platform may become degraded or unavailable during times of significant volatility or volume. This could result in significant support response time delays. Although we strive to provide you with excellent service, we do not represent that the Platform or Services will be available without interruption. BTCS shall not be liable for any losses resulting from or arising out of delays in processing transactions, inability to execute transactions, or lack of timely response from BTCS client support, or for any other reason.

7 Security; Use and Storage.

7.1 **Data Security.** BTCS will use commercially reasonable efforts to employ security measures and implement its data breach procedures in accordance with BTCS's then current Data Security Policies (the "**Data Security Policies**").

7.2 **User Control and Responsibility.** User has and will retain sole responsibility for: (a) all information, instructions, and materials provided by or on behalf of User or any Authorized User in connection with the access to and use of the Services and Platform; (d) the security and use of User's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Platform directly or indirectly by or through the User Systems or its or its Authorized Users' Access Credentials, with or without User's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

7.3 **Access and Security.** User shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services and Platform. As between BTCS and User, User is solely responsible for: (a) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the Access Credentials assigned to User and its Authorized Users; (b) instructing its Authorized Users to not allow another Person to use their Access Credentials; (c) any charges or damages that may be incurred as a result of User's or its Authorized Users' failure to maintain the strict confidentiality of their Access Credentials; and (d) promptly informing BTCS in writing of any need to deactivate any Access Credentials due to security concerns.

7.4 **Use and Storage.** BTCS reserves the right to remove or disable from the Platform all files and content that are excessive in size or are in any way burdensome to BTCS Systems and shall otherwise manage the Platform in a manner designed to protect BTCS's rights and property and to facilitate the proper functioning of the Platform. User hereby acknowledges that BTCS may set up any such best practices and limitations regarding the use of BTCS's Platform by User, Authorized Users and any other third parties, including as follows: (i) the maximum number of days that any email, message posting or any other uploaded content shall be retained by BTCS; (ii) the maximum volume or size of any email message or other messaging that may be sent from, or received by, an account on our Platform; (iii) the maximum disk space allowable to a User that shall be allocated on BTCS's servers; and (iv) the maximum number of times, and duration, that any User, Authorized Users, or any other third party may access the Platform over a given period of time. In addition, User also agrees that BTCS has no responsibility or obligations for the removal of, or failure to maintain sufficient storage for, any communications or other content maintained or transmitted through BTCS's Platform or any Services provided thereon. User further acknowledges and agrees that BTCS reserves the right to delete or remove any User account that is no longer active for an extended period of time as determined in the sole discretion of BTCS.

8 Taxes.

8.1 User is solely responsible for paying to the applicable local, state, federal, international, governmental or regulatory authority, all sales, use, and excise taxes and any other taxes, penalties, duties, levies, interest (collectively, “**Taxes**”) applicable to User’s Rewards and other amounts to be received or received by User in connection with this Agreement, and all other Taxes of User which may be applied to User as a result of or in connection with the transactions contemplated by this Agreement;

8.2 User shall indemnify and hold harmless BTCS and its indemnified parties, as described in this Agreement, in respect of all Taxes levied, applied or assessed by any governmental or regulatory authority in respect of any Net Rewards and other amounts to be received by User in connection with this Agreement, in accordance with Section 12;

8.3 Neither BTCS nor any of its Affiliates have provided or will provide advice or recommendations regarding any Law, applicable Tax or other obligations of User. User is strongly advised to seek advice from User’s own legal, tax and other professional advisors regarding any Law, applicable Tax, and other obligations of User related under this Agreement; and

8.4 All Service Fees payable to BTCS under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, User is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by User hereunder, other than any taxes imposed on BTCS’s income.

9 Confidentiality.

9.1 **Confidential Information.** In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 9.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, vendors, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, all BTCS Materials and the terms and existence of this Agreement are the Confidential Information of BTCS.

9.2 **Exclusions.** Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third-party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

9.3.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

9.3.2 except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

9.3.3 safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

9.3.4 promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

9.3.5 ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.

Notwithstanding any other provisions of this Agreement, BTCS and User shall apply the "Principle of Least Privilege" model for access to Confidential Information, enabling access only to such information and other rights and privileges relating to the other party's operations as are necessary for a Person or process to perform a legitimate business function. The Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains

required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

10 Intellectual Property Rights.

10.1 BTCS Materials. All right, title, and interest in and to the BTCS Materials, including all Intellectual Property Rights therein, are and will remain with BTCS and, with respect to Third-Party Materials, BTCS has all such rights in or necessary to use the Third-Party Materials. User and its Authorized Users have no right, license, or authorization with respect to any of the BTCS Materials except as expressly set forth in Section 3.3 or the applicable third-party license, in each case subject to Section 4.1. All other rights in and to the BTCS Materials are expressly reserved by BTCS and, **for the avoidance of doubt, the parties acknowledge and agree that, except as set forth in Section 3.3, any derivative works of the Platform developed within the source code of BTCS, whether related to the design or use of the Platform, shall become BTCS Materials and BTCS shall continue to have all Intellectual Property Rights therein.** In furtherance of the foregoing, User hereby unconditionally and irrevocably grants to BTCS an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto. Upon the reasonable request of BTCS, User shall promptly take such further actions, including, without limitation, execution and delivery of all appropriate instruments and documents, as may be necessary to assist BTCS to enforce its rights under this Section 10.1. In the event BTCS is unable, after reasonable effort, to obtain User's signature on any such documents, User hereby irrevocably designates and appoints BTCS as User's agent and attorney-in-fact, to act for and on User's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further BTCS's ability to enforce its rights under this Section 10.1 with the same legal force and effect as if User had executed them. User agrees that this power of attorney is coupled with an interest.

10.2 User Identifiable Data. As between User and BTCS, User is and will remain the sole and exclusive owner of all right, title, and interest in and to all User Identifiable Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Limited License to Process and Use User Identifiable Data. Subject to the terms and conditions of this Agreement, User hereby grants to BTCS and the BTCS Personnel a limited, royalty-free, fully-paid up, non-exclusive, non-transferable (except in compliance with Section 15.9) license to Process and otherwise use the User Identifiable Data as necessary to or useful to BTCS and the BTCS Personnel to enforce this Agreement and exercise BTCS's and the BTCS Personnel's rights and perform BTCS's and the BTCS Personnel's obligations hereunder.

11 Representations and Warranties.

11.1 Representations and Warranties. User represents and warrants to BTCS that: (a) User is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) User has the

full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations User grants or is required to grant under this Agreement; (c) entering into this Agreement has been duly authorized by all necessary corporate or organizational action of the User; and (d) this Agreement constitutes the legal, valid, and binding obligation of User, enforceable against User in accordance with its terms.

11.2 Additional User Representations, Warranties, and Covenants. User represents, warrants, and covenants to BTCS that, as of the Effective Date and during the Term and any additional periods in which BTCS does or is required to perform Services hereunder (as applicable):

11.2.1 Users entering into this Agreement will not result in, and would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any Law applicable to User, or contract or agreement to which User is a party or by which User is bound;

11.2.2 User has and will continue to have all right, title, and interest in and to the applicable Cryptocurrency or Cryptocurrencies;

11.2.3 If User is an individual, User is of legal age in the jurisdiction in which User resides and is of sound mind and body;

11.2.4 User understands and agrees that neither User's Delegation of Cryptocurrency Rights to BTCS, nor BTCS's provision of the Services and Platform hereunder:

11.2.4.1 represents or constitutes a loan or a contribution of capital to, or other investment in, BTCS;

11.2.4.2 provides User with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, BTCS;

11.2.4.3 creates or implies any fiduciary or other agency relationship between BTCS, its Affiliates, Representatives or any of their Users (including Authorized Users) or any other Affiliates to any fiduciary duty or similar duty on the part of any of the foregoing Persons.

11.2.5 User is not entering into this Agreement or Delegating Cryptocurrency Rights to BTCS for the purpose of making an investment with respect to BTCS or its securities, but solely seeks to access and utilize the Services and Platform from BTCS;

11.2.6 User is knowledgeable, experienced and sophisticated in using and evaluating the Supported Blockchain Network and similar technologies. User has conducted its own thorough independent investigation and analysis of the Supported Blockchain Network and the other matters contemplated by this Agreement in determining to Delegate any Cryptocurrency Rights to BTCS and

enter into this Agreement, and has not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of BTCS or its Affiliates in connection therewith;

11.2.7 the operations of User and its Authorized Users and, to the best knowledge of User, their respective Affiliates, are, have been and will be conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, and the applicable anti-money laundering statutes of all jurisdictions where User and its Authorized Users and their respective Affiliates conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or body (collectively, “**Anti-Money Laundering Laws**” or “**AML**”); and no Action by or before any court, governmental or regulatory agency or body involving User or any of its Authorized Users with respect to Anti-Money Laundering Laws is pending or, to the best knowledge of User, threatened;

11.2.8 User has not been convicted of, or has agreed to enter into a pretrial diversion or similar program in connection with the prosecution of, a criminal offense involving theft, dishonesty, breach of trust, money laundering, the illegal manufacture, sale, distribution of or trafficking in controlled substances; or substantially equivalent activity in a domestic, military, or foreign court;

11.2.9 User and its Authorized Users and, to the knowledge of User, their respective Affiliates, have conducted their businesses in compliance with applicable anti-corruption Laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such Laws; and

11.2.10 neither User nor any of its Authorized Users shall, nor shall User or any of its Authorized Users permit any of their respective Affiliates to, directly or indirectly, (i) enter into any documents, instruments, agreements or contracts with any Person listed on the OFAC Lists, (ii) conduct any business or engage in any transaction or deal with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (iii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 or any similar executive order or other Anti-Terrorism Law, or (iv) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

11.2.11 User understands and agrees that: (a) there are risks and limitations, including, but not limited to, slashing risks, fifty-one percent attacks, mis-addressed transactions, Sybil attacks, eclipse attacks, compromised private keys, or vulnerabilities made at the “core” level, associated with Blockchain technologies and the use, holding and staking of Cryptocurrencies;

and User represents and warrants that User: (i) fully understands and is knowledgeable and experienced with the nature, use, holding and Staking of Cryptocurrencies and all related Blockchain Protocols; (ii) is capable of evaluating the benefits and risks thereof; and (iii) is capable of bearing the economic risk of using, holding and Staking Cryptocurrencies, including without limitation the risk of loss or forfeiture of any Staked Cryptocurrencies; (b) the continued ability of BTCS to Stake Cryptocurrencies or provide the Services and Platform are dependent on many elements beyond BTCS's control, including, without limitation, the publication of blocks, network connectivity, hacking or changes to the Blockchain Protocols or otherwise; (c) User is solely responsible for the security, custody and control of Cryptocurrencies and any Wallets, including any Wallet designated by User for the receipt of Staking Rewards, and BTCS never takes custody or control of Cryptocurrencies or Wallets and has no responsibility for any unauthorized access to or alteration, theft, loss, corruption or destruction of Wallets; (d) no regulatory authority has reviewed or passed on the merits, legality or fungibility of Cryptocurrencies or the use, holding or Staking of Cryptocurrencies; (e) the Staking of Cryptocurrencies or the use of BTCS's Services or Platform may become subject to regulatory controls that limit, restrict, prohibit or otherwise impose conditions on such activities; (f) Staking Rewards are not guaranteed and may vary depending on many elements beyond BTCS's control, including applicable Blockchain Protocols, and User is not relying on BTCS to generate any profits or return; (g) User may be unable to sell, favorably or otherwise, the principal or Staking Rewards of certain Cryptocurrencies that User previously decided to Stake, either due to limited liquidity on Supported Blockchain Networks, decreased market demand, or other similar factors, and that certain Cryptocurrencies currently eligible for Staking cannot be unstaked until a future applicable Support Blockchain Network development occurs; (h) by utilizing the Platform and Services, User may receive less in Staking Rewards than User would if User had operated User's own Validator Node or used another third-party Staking services provider; (i) certain Cryptocurrencies may require a warm up, cool down, or lock up period, or other restrictions as described herein, which may affect User's ability to earn Staking Rewards or sell the Staked Cryptocurrencies during advantageous market cycles or periods; and (g) User's use of any payment method, including where permitted, any applicable Cryptocurrencies, is at User's own risk and is subject to the terms, conditions, and policies of such payment service.

11.3 DISCLAIMER OF WARRANTIES. ALL SERVICES AND THE PLATFORM (INCLUDING PLATFORM SUPPORT) ARE PROVIDED "AS IS." BTCS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BTCS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE

THEREOF, WILL MEET USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND BTCS MAKES NO REPRESENTATION OR WARRANTY THAT ANY THIRD-PARTY MATERIALS ENCOMPASSED IN THE SERVICES OR BTCS MATERIALS ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE OR TIMELY. USER ACKNOWLEDGES THAT IT SHALL CONSULT WITH ITS OWN PROFESSIONAL ADVISORS, INCLUDING WITHOUT LIMITATION, ANY LEGAL, FINANCIAL OR TECHNOLOGY ADVISORS, AS TO WHETHER ANY MODULE IS SUFFICIENT FOR USER'S OR ITS AUTHORIZED USERS' INTENDED USE OR COMPLIANCE WITH APPLICABLE LAW, RULES OR REGULATIONS. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN USER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BTCS MAKES NO REPRESENTATIONS OR WARRANTIES THAT ACCESS TO AND USE OF THE SERVICES OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS.

12 Indemnification.

12.1 User Indemnification. User shall indemnify, defend, and hold harmless BTCS, its Affiliates, and all BTCS Personnel and each of its and their respective Representatives, successors and assigns (each, a "**BTCS Indemnitee**") from and against any and all Losses incurred by a BTCS Indemnitee resulting from any Action by a third-party (other than an Affiliate of a BTCS Indemnitee) that arise out of or result from, or are alleged to arise out of or result from any: (a) materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of User or any Authorized User, including BTCS's compliance with any specifications or directions provided by or on behalf of User or any Authorized User to the extent prepared without any contribution by BTCS; (c) allegation of facts that, if true, would constitute User's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (d) negligence or more culpable act or omission (including recklessness or willful misconduct) by User, any Authorized User, or any third-party on behalf of User or any Authorized User, in connection with this Agreement.

12.2 Indemnification Procedure. BTCS (the "**Indemnitee**") shall promptly notify the User in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1. The Indemnitee shall cooperate with the User (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense; provided, however, that BTCS reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of its choice. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior

written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 12.2 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

12.3 Mitigation. If any of the Services or Platform are, or in BTCS's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right ("**Allegedly Infringing Features**"), or if User's or any Authorized User's use of the Services or Platform is enjoined or threatened to be enjoined due to such Allegedly Infringing Feature, BTCS may, at its option and sole cost and expense:

12.3.1 obtain the right for User to continue to use the Services and Platform as contemplated by this Agreement;

12.3.2 modify or replace the Allegedly Infringing Features to make the Services and Platform (as so modified or replaced) non-infringing and to end and avoid such infringement or violation, while providing the same as or substantially similar functionality, in which case such modifications or replacements will constitute BTCS Materials, as applicable, under this Agreement; or

12.3.3 by written notice to User, terminate this Agreement with respect to all or part of the Services and Platform, and require User to immediately cease any use of the Services and Platform or any specified part or feature thereof.

12.4 SOLE REMEDY. SECTION 12.3 SETS FORTH USER'S SOLE REMEDIES AND BTCS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

13 Limitations of Liability.

13.1 LIMITATION OF LIABILITY; NO WARRANTY. IN NO EVENT SHALL BTCS OR ANY BTCS PERSONNEL, BTCS'S AFFILIATES, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, BE LIABLE (A) FOR AN AMOUNT THAT EXCEEDS THE TOTAL AMOUNT OF SERVICE FEES ACTUALLY RECEIVED BY BTCS FROM THE SUBJECT USER IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN

CONNECTION WITH ANY USE OF THE WEBSITE OR THE BTCS PLATFORM AND SERVICES, OR THIS AGREEMENT, EVEN IF BTCS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF BTCS'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE BTCS PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BTCS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. BTCS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE BTCS WEBSITE, ANY PART OF THE BTCS PLATFORM AND SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE BTCS PLATFORM AND SERVICES AND THE WEBSITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT BTCS WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF CRYPTOCURRENCY PRICE DATA, OR ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (B) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE WEBSITE, SOFTWARE, SYSTEMS OPERATED BY BTCS OR ON BTCS'S BEHALF OR ANY OF THE BTCS PLATFORM AND SERVICES OR WEBSITE OR SERVICE LINKED TO THE WEBSITE; (C) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE WEBSITE, SOFTWARE, SYSTEMS OPERATED BY BTCS OR ON BTCS'S BEHALF OR ANY OF THE BTCS PLATFORM AND SERVICES; OR (D) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR USER ACCOUNT.

13.2 **NEW JERSEY RESIDENTS.** The provisions of this Section 13 are intended to apply only to the extent permitted under New Jersey law. The foregoing limitations of damages, liability and no warranty provisions set forth above in this Section 13 are fundamental elements of the basis of the bargain between BTCS and you.

14 Term and Termination.

14.1 **Term.** The term of this Agreement commences as of the Effective Date and shall continue in effect thereafter until terminated by either party upon delivering thirty (30) days written notice to the other party (the "**Term**").

14.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

14.2.1 BTCS may terminate this Agreement, effective on written notice to User, if User: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after BTCS's delivery to User of written notice thereof; (ii) breaches any of its obligations under Section 4.1, Section 5, Section 7.2, Section 7.3, Section 8 Section 9, or Section 10; (iii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iv) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; and

14.2.2 either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach;

14.3 Effect of Termination. Upon any termination of this Agreement, except as otherwise expressly provided in this Agreement, BTCS may disable all User and Authorized User access to the Platform, and:

14.3.1 all rights, licenses, consents, and authorizations granted by BTCS hereunder will immediately terminate;

14.3.2 User will cease Delegating Cryptocurrencies to BTCS;

14.3.3 User will initiate re-Delegation, unstaking or unbonding of the Cryptocurrencies, as applicable;

14.3.4 User will pay all outstanding amounts due to BTCS in accordance with this Agreement and any other amounts that may become owing to BTCS in connection with any re-Delegation, unstaking and unbonding by BTCS of the Cryptocurrencies. For the sake of clarity, in the event that any re-Delegation, unstaking or unbonding of the Cryptocurrencies is required to be undertaken by BTCS in connection with the termination of this Agreement, the fees to be paid in consideration of the Services and use of the Platform under the Agreement shall continue to be payable until such re-Delegation, unstaking or unbonding of the Cryptocurrencies is completed;

14.3.5 BTCS shall, within thirty (30) days of any termination of this Agreement, return to User, or at User's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on User's Confidential Information; provided, however, that: (i) BTCS's obligations under this Section 14.3.5 do not apply to any Resultant Data; (ii) BTCS may retain User's Confidential Information for

archival purposes in its then-current state, whether in its backups, archives, and disaster recovery systems, for so long as may be required by applicable Law or otherwise deleted in the ordinary course; and (iii) all information and materials described in this Section 14.3.5 shall remain subject to all confidentiality, security, and other applicable requirements of this Agreement; and

14.3.6 User shall immediately and cause its Authorized Users to cease all use of and access to any Services or the Platform and (i) within thirty (30) days return to BTCS, or at BTCS's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any of BTCS's Confidential Information; (ii) permanently erase all of BTCS's Confidential Information from all User Systems; and (iii) if BTCS requests in writing, certify to BTCS in a signed written instrument that it has complied with the requirements of this Section 14.3.6.

14.4 **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement: Section 4.1, Section 5, Section 7.2, Section 7.3, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14.3, this Section 14.4, and Section 15.

15 Miscellaneous.

15.1 **Further Assurances.** On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

15.2 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 **Relationship Not Exclusive.** User acknowledges that BTCS is providing access to and use of the Services and Platform on a non-exclusive basis. Nothing shall be deemed to prevent or restrict BTCS's ability to provide access to and use of the Services and Platform or other technology provided by BTCS and used by User to other parties. For the avoidance of any doubt, BTCS shall have the right to continue providing services that are the same or substantially similar to the Services or Platform and develop such other activities independently for both new and existing Users and any other Persons as determined in the sole discretion of BTCS.

15.4 **Public Announcements.** Users shall not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use BTCS's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of BTCS. BTCS may,

without User's consent, identify User as a User of BTCS and use User's logo and trademark, if any, in BTCS's promotional and marketing materials.

15.5 Notices. All notices, requests, consents, claims, demands, waivers, or other communications under or regarding this Agreement shall have legal effect only if in writing delivered via electronic mail, as follows: (a) if to BTCS, at notices@btcs.com¹; and (b) if to User, at the email address set forth in User's account profile on the Platform (or, in each case, to such other email address that such party may designate from time to time in accordance with this Section 15.5). Notices sent in accordance with this Section 15.5 will be deemed effectively given when sent via email (with confirmation of transmission). Each party consents to receiving electronic communications from the other party and agrees that all terms and conditions, agreements, notices, disclosures, and other communications that either party provides to the other electronically satisfy any requirement (whether under this Section 15.5 or any applicable Law) that such communications would satisfy if it were to be in writing.

15.6 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules, attachments, and appendices, if any, referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

15.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.8 Entire Agreement. This Agreement, together with any other documents referred to in this Agreement, all of which are hereby incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement (other than an exception expressly set forth as such therein) and any other documents referred to in this Agreement, the statement most favorable to BTCS shall govern.

15.9 Assignment. User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without BTCS's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving any User that is an entity (regardless of whether User is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which BTCS's prior written consent is required. No assignment, delegation, or transfer will relieve User of any of its obligations or

¹ Open to confirm.

performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.9 is void. Notwithstanding anything to the contrary set forth in this Agreement, BTCS may assign or delegate any or all of its rights and obligations under this Agreement and may **engage third-parties to perform Services (each, a “Subcontractor”) without the prior written consent of User**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.10 Force Majeure. In no event will BTCS be liable or responsible to User, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond BTCS’s reasonable control (a “**Force Majeure Event**”), including acts of God, flood, fire, earthquake or explosion, severe weather events (such as hurricane or tornado), epidemics, pandemics, or quarantines (such as the events connected with the 2019 Novel Coronavirus also known as “2019-nCoV” or “severe acute respiratory syndrome coronavirus 2” (SARS-CoV-2) or “coronavirus disease 2019” (COVID-19), war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Nothing contained in this Section 15.10 shall excuse User from paying in a timely fashion any Service Fees due under the terms of this Agreement.

15.11 No Third-Party Beneficiaries. Except as provided in Section 12 with respect to BTCS Indemnitees, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.12 Amendment and Modification; Waiver. BTCS may, in its sole discretion, modify this Agreement from time to time upon notice to you, and such modified terms shall become effective upon delivery of such notice. You are responsible for reviewing and becoming familiar with any such modifications and your continued access or use of the Services and Platform after the effective date of the modifications shall be deemed your acceptance of the modified terms of this Agreement. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.13 Severability; Independent Covenants. If any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision that comes closest to the intent of the parties. The covenants set forth in this Agreement shall be construed as agreements

independent of any other provision in this Agreement or any other agreement by, between, among, or affecting User and BTCS, and the existence of any claim or cause of action of User against BTCS, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement by BTCS.

15.14 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal Laws of the State of Nevada without giving effect to any choice or conflict of Law provision or rule that would require or permit the application of the Laws of any jurisdiction other than those of the State of Nevada. Any Action arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the County of Montgomery, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Action.

15.15 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.16 Equitable Relief. User acknowledges and agrees that a breach or threatened breach by User of any of its obligations under Section 4.1, Section 5, Section 7.2, Section 7.3, Section 8, Section 9, and Section 10, would cause BTCS irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, BTCS will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or plead or prove irreparable harm or that monetary damages will not afford an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

15.17 Attorneys' Fees. In the event that any Action is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.18 Acknowledgement and Acceptance. BTCS may deliver all of the Services and access to and use of the Platform and perform its obligations hereunder through electronic means. The user interfaces to such electronic means may require that the User agree to this Agreement and all documents referred to and incorporated herein by checking a box, clicking a button, or continuing with the use of the Services and Platform. If User or its representative indicates such agreement, then through such action User becomes a party to this Agreement and all documents referred to and incorporated herein. Such an action of acceptance shall be sufficient to bind User to the terms and conditions of this Agreement and all documents referred to and incorporated herein.