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Terms of Service

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Oodlebit Inc. Terms of Service

Last updated: November 24th, 2019

This User Agreement (“Agreement”) is a contract between you, (the “User”) and Oodlebit Inc. (“Oodlebit”), which describes the terms under which you are permitted to access and use the Oodlebit web site (www.oodlebit.com) and any API, web or mobile applications or services offered or made available by Oodlebit to a User (collectively, the “Site”) provided by Oodlebit or its Affiliates. You must review, read, agree with and accept all of the terms and conditions contained in, or incorporated by reference into, the TOS (as defined below) in order to be granted permission to use our Site. If you refuse to accept any of the TOS and do not wish to enter into a contract with Oodlebit, you are to discontinue use of our Site. Your use of our Site constitutes your agreement to all of the TOS. This Agreement includes and hereby incorporates by reference the agreements, terms, conditions and policies contained in the Privacy Policy and the E-Sign Consent Policy (collectively with this User Agreement, the “TOS”) referred to herein. Oodlebit reserves the right to modify the terms, policies, and services at any time and it is your responsibility to read any modifications. Your use of the Site subsequent to a modification of our terms, conditions, policies, or services constitutes acceptance of the modifications. We will post on the Site the date of the most recent update made to the TOS.

This Agreement requires compliance with our “Dispute Resolution Policy,” as set forth below in Section 26, in the event that a dispute arises from the use of or inability to use the Site or any services made available on the Site. As explained in more detail below, our Dispute Resolution

Policy requires you to notify Oodlebit of any dispute within a limited time period and provide evidence so that Oodlebit may attempt to resolve the dispute. A User disagreeing with Oodlebit's decision regarding a dispute agrees to mandatory, binding arbitration and waives the right to a jury trial, to sue in court or to participate as a member of a class in a class action lawsuit or otherwise in connection with a dispute arising out of or related to this Agreement or the Site.

As with any asset, the value of Digital Assets can increase or decrease and there is a substantial risk that you will lose money buying, selling, holding, or investing in cryptocurrencies. You should carefully consider whether trading or holding Digital Assets is suitable for you in light of your financial condition. Oodlebit is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons.

1. Defined Terms.

"Oodlebit Platform" is the platform where Users are able to engage in trades and other transactions.

"Agreement" refers to this User Agreement, as updated from time-to-time, by which every User is bound.

"User" refers to any visitor of the Site who makes use of and/or registers as a User on the Oodlebit Platform.

"Affiliate" refers to any third party who participates in Oodlebit's Affiliate Program.

"Digital Asset" or "Digital Assets" refers to Bitcoin, Ethereum or any other digital assets, cryptocurrencies, virtual currencies or tokens that are available for transfer, storage, purchase, and exchange through the Oodlebit Platform.

"Oodlebit Account" refers to an account controlled by the User that can access the services on the Site.

“Account Wallet” refers to the Digital Asset wallet controlled by the User account from which Digital Assets can be stored and transferred.

“External Wallet” means any Digital Asset wallet from which you may load Digital Assets into your Oodlebit account, and to which you may withdraw Digital Assets from your Oodlebit account.

2. Oodlebit Service.

Oodlebit’s Site provides a unique platform for Users to come together to trade, buy, sell, transfer, and store Digital Assets. Under this Agreement, Oodlebit makes services available to Users in many places throughout the world.

3. Modification of Terms.

We reserve the right to amend, supplement or revoke any or all of the TOS at any time in our sole discretion or when required by law, and we will notify you of the changes to the TOS with a modal notification box after login to the Oodlebit Platform, by email (sent to the e-mail address specified in your account) or by updating the “Last Updated” date at the top of the User Agreement, the Privacy Policy or such other policy that Oodlebit may later establish as part of the TOS . By clicking on an “I Agree” button or checkbox you agree to the modified terms, or by continuing to use our services you confirm your agreement with the modified terms. If you do not agree to any modification to the TOS, then you must immediately halt using the services and close your Oodlebit Account.

4. Service Eligibility.

The Oodlebit Platform is only available to Users who are at least 18 years of age and capable of entering into a legally binding contract. User agrees that the laws regulating the country or the state, as applicable, where the User resides do not in any way prohibit User from accessing or using the Oodlebit Site. Oodlebit’s services are only available to Users who are not residents, and do not reside in any of the restricted US states, Territories, or Countries shown under our ["Restricted Locations" page](#).

5. Your Oodlebit Account.

You will need an Oodlebit account to access our services. You may only register for an Account and use the Site and the services offered on the Site if you can legally form a binding contract with Oodlebit and only in compliance with the TOS and all applicable laws. As a condition to creating an account on the Site, you must provide us with accurate and complete information about you. You shall use your Oodlebit account only for yourself, and not on behalf of any third party, unless you have obtained prior approval from Oodlebit, which may be declined by Oodlebit in its sole discretion. You may not use our Site or any of the services if it would cause Oodlebit to violate U.S. sanctions or the law in any country or jurisdiction. By agreeing to these Terms you represent and warrant to us that you are not a sanctioned party, in a sanctioned country, or otherwise subject to U.S. sanctions. Any use or access by anyone under the age of 18 is prohibited.

5.1 Identity Verification

To help the U.S. government fight the funding of terrorism and money laundering activities, U.S. federal law requires Oodlebit to obtain, verify, and record information that identifies each User who opens an account, including applicable "Know Your Customer" ("KYC") requirements.

Every User must first be identified and approved by Oodlebit under applicable "Know Your Customer" requirements to perform actions on the Oodlebit Exchange, including but not limited to the following actions: trading, buying, selling, depositing, and withdrawing of Digital Assets. Oodlebit may request and store information about you as part of its identity verification process, including, but not limited to your full name, address, email address, phone number, date of birth, taxpayer identification number, government identification number, photocopy of a government issued ID, utility bills or other documents that Oodlebit requests to help establish your identity.

By submitting your documentation for identity verification you hereby authorize Oodlebit to store your documentation on our servers and make all inquiries necessary to verify your identity whether directly or through third parties, to protect against fraudulent activities, and comply with U.S. KYC requirements or for any other purpose deemed appropriate by Oodlebit in its sole discretion and you hereby irrevocably waive, release, and discharge Oodlebit of any liability or responsibility for (i) any permanent or temporary inability to use or access the Oodlebit platform or any services due to the results of identity verification or other screening processes, including, but not limited to: trading, buying, selling, withdrawing, and depositing Digital Assets; and (ii) any financial loss, damages or harm you may suffer due to identity theft or any other intentional, reckless, negligent use or misuse of any information that you provide to Oodlebit.

5.2 Account Security

We care about the security of our Users. Although we strive to protect the security of your account, Oodlebit cannot guarantee that unauthorized third parties will not be able to defeat our security measures or that your account will remain secure from intrusion by any person or bot. You hereby authorize Oodlebit to accept any instruction, request, or action initiated from your account whether authorized or unauthorized by you. We ask that you keep your Master Pin, 2FA Device, and password secure. If you think that your account may be compromised, freeze your account within your security settings or by using one of the account freeze links in an Oodlebit e-mail, and contact us immediately at support@oodlebit.com.

5.3 Account Termination; Suspension

Oodlebit may terminate or suspend your right to access or use this Service for any reason on appropriate notice. We may terminate or suspend your access immediately and without notice, in our sole discretion, including for any violation of the TOS. Upon termination, you continue to be bound by those provisions of this Agreement that survive termination pursuant to Section 33. Oodlebit will not be liable for any financial losses suffered by you or any person resulting from the suspension or termination of your access to the Site or any services, for any reason.

5.4 Account Ownership and Transfer

You may not sell, trade or otherwise transfer your account to another person for any reason or circumstance, except as provided in subsection 5.5 below. You may not create more than one Oodlebit Account without prior authorization by Oodlebit, which authorization may be withheld in Oodlebit's sole discretion. Failure to comply with this subsection 5.4 may result in Account termination.

5.5 Death of Account Holder

For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Oodlebit account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Oodlebit account, as further described below, and the entirety of your Oodlebit Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new Oodlebit account. If

you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Oodlebit account, as determined by us upon receipt and review of

the documentation we, in our sole discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Oodlebit account. Pursuant to the above, the opening of a new Oodlebit account by a designated fiduciary is mandatory following the death of an Oodlebit account owner, and you hereby agree that your fiduciary will be required to open a new Oodlebit account and provide the information required under Section 5.1 of this Agreement in order to gain access to the contents of your Oodlebit account.

5.6 Digital Assets Custody and Title. All Digital Assets held in your Account Wallet are custodial assets held by Oodlebit for your benefit, as described in further detail below.

5.7 Ownership. Title to Digital Assets shall at all times remain with you and shall not transfer to Oodlebit. As the owner of Digital Assets in your Account Wallet, you shall bear all risk of loss of such Digital Assets. Oodlebit shall have no liability for fluctuations in the value of Digital Assets. None of the Digital Assets in your Account Wallet are the property of, or shall or may be loaned to, Oodlebit; Oodlebit does not represent or treat assets in User's Account Wallets as belonging to Oodlebit. Oodlebit may not grant a security interest in the Digital Assets held in your Account Wallet. Except as required by a facially valid court order, or except as provided herein, Oodlebit will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Assets in your Account Wallet unless instructed by you.

5.8 Digital Currencies Not Segregated. In order to more securely custody assets, Oodlebit may use shared blockchain addresses, controlled by Oodlebit, to hold Digital Assets held on behalf of customers and/or held on behalf of Oodlebit. Although we maintain separate ledgers for User and Oodlebit accounts, Oodlebit shall have no obligation to segregate by blockchain address Digital Assets owned by you from Digital Assets owned by other Users or by Oodlebit.

6. Risk Disclosures.

BY USING OR ACCESSING THE SITE OR ANY OODLEBIT SERVICES YOU ARE CHOOSING TO ENGAGE IN COMPLICATED FINANCIAL TRANSACTIONS THAT ARE EXTREMELY RISKY AND COULD RESULT IN FINANCIAL LOSS. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THE RISKS OF ENGAGING IN OR PERFORMING CRYPTOCURRENCY TRANSACTIONS USING THE SITE AND

THE SERVICES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING RISKS:

6.1. LEGAL RISKS - THE LEGALITY OF TRADING, HOLDING, BUYING, AND SELLING DIGITAL ASSETS MAY BE AMBIGUOUS, COMPLICATED AND IS ALWAYS SUBJECT TO CHANGE. USERS ARE RESPONSIBLE FOR UNDERSTANDING AND KNOWING HOW THEIR USE OF THE SITE AND THEIR TRANSACTIONS INVOLVING DIGITAL ASSETS WILL BE REGULATED, ADDRESSED, AND TAXED UNDER APPLICABLE LAW.

6.2. MARKET RISKS - DIGITAL ASSET MARKETS ARE STILL VERY NEW AND MOSTLY UNREGULATED. WHETHER A DIGITAL ASSET INCREASES OR DECREASES IN VALUE, OR LOSE ALL OF ITS VALUE, IS SPECULATIVE AND UNPREDICTABLE AND UNKNOWN TO OODLEBIT. USERS SHOULD BE PREPARED TO LOSE ALL OF THEIR INVESTMENT, AND YOU SHOULD NEVER INVEST IN DIGITAL ASSETS IF YOU CAN NOT AFFORD TO LOSE YOUR ENTIRE INVESTMENT.

6.3. HACKING, TECHNICAL DIFFICULTIES, BREACHES - ALTHOUGH OODLEBIT TRIES TO PROVIDE THE COMMERCIALY REASONABLE SECURITY AND UP-TO-DATE SOFTWARE, USING A THIRD-PARTY SERVICE SUCH AS OODLEBIT WILL ALWAYS CARRY UNAVOIDABLE RISKS, WHICH MAY RESULT IN FINANCIAL LOSS, INCLUDING POTENTIALLY THE COMPLETE LOSS OF ALL YOUR DIGITAL ASSET HOLDINGS DUE HACKING, CONTRACTUAL BREACH, OR TECHNICAL DIFFICULTIES, AMONG OTHER REASONS. ALTHOUGH OODLEBIT WILL ALWAYS TRY TO RESOLVE SUCH ISSUES FOR USERS, WE CAN NOT AND DO NOT PROMISE OR GUARANTEE ANY SPECIFIC OUTCOME, THAT WE WILL BE ABLE TO RECOVER LOST FUNDS OR THAT WE WILL BE ABLE TO RESOLVE SUCH A SITUATION TO YOUR SATISFACTION, IF AT ALL. PARTICIPANTS SHOULD BE WARY OF PERMITTING THIRD-PARTY SERVICES SUCH AS OODLEBIT TO HOLD THEIR DIGITAL ASSETS.

6.4. MARKET LIQUIDITY – LIQUIDITY MAY VARY WIDELY AMONG DIGITAL ASSET MARKETS AND ON DIFFERENT DAYS. LIQUIDITY IN DIGITAL ASSETS IS A FUNCTION OF MANY VARIABLES AND MARKETS MAY BECOME WHOLLY OR PARTIALLY ILLIQUID RAPIDLY AND WITHOUT PRIOR NOTICE. CONSEQUENTLY, IN SOME MARKETS DIGITAL ASSETS ARE EASIER TO BUY, SELL, AND TRADE THAN OTHERS. OODLEBIT DOES NOT GUARANTEE THAT USERS MAY BUY, SELL, TRADE, OR PERFORM ACTIONS IN THE SUPPORTED DIGITAL ASSET MARKETS AVAILABLE ON THE SITE. DUE TO THE RAPIDLY CHANGING NATURE OF DIGITAL ASSETS, MARKETS MAY APPEAR OR DISAPPEAR WITHOUT PRIOR NOTICE. OODLEBIT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS THAT A DIGITAL ASSET MAY BE BOUGHT, SOLD OR TRADED ON ITS PLATFORM IN THE FUTURE. ANY AND ALL DIGITAL ASSETS ARE SUBJECT TO DELISTING ON THE

OODLEBIT EXCHANGE WITHOUT NOTICE, AND OODLEBIT MAY SUSPEND SUPPORT OF

TRADING, DEPOSITS, WITHDRAWALS, STORAGE, TRANSFER, AND OTHER FUNCTIONALITIES OF ANY DIGITAL ASSET AT ANY TIME WITHOUT NOTICE.

6.5. ATTACKS - CERTAIN DIGITAL ASSETS AND THEIR TECHNOLOGIES MAY BE VULNERABLE TO ATTACKS ON THE INTEGRITY, SOFTWARE, NETWORKS, PROTOCOLS, SYSTEMS, BLOCKCHAIN, OPERATIONS, AND OTHER TECHNOLOGIES, INCLUDING BUT NOT LIMITED TO USING RESOURCES TO OVERWHELM A DIGITAL ASSET'S TECHNOLOGY TO CEASE ITS OPERATION, CHANGE ITS UNDERLYING PROPERTIES, OR FORK OR ROLL BACK THE BLOCKCHAIN LEDGER, WHICH COULD RESULT IN A PARTIAL OR TOTAL LOSS OF YOUR DIGITAL ASSET AND OR ACCOUNT VALUE.

6.6. FORKS, SPLITS, AND TOKENS - OODLEBIT RESERVES THE RIGHT TO NOT SUPPORT FORKS, CHAIN SPLITS, TOKENS, AND OTHER RELATED SIDE CHAINS THAT MIGHT RESULT FROM AN UNINTENTIONAL, OR INTENTIONAL ENHANCEMENT, FORK, OR DERIVATIVE EVEN IF ITS FROM A DIGITAL ASSET THAT OODLEBIT SUPPORTS.

6.7. SUSPENSION OF TRANSFER - IF OODLEBIT SUSPENDS TRANSFER SUPPORT FOR ANY DIGITAL ASSET YOU MAY BE UNABLE TO WITHDRAW THE REMAINING DIGITAL ASSET BALANCE IN YOUR ACCOUNT. WE WILL TYPICALLY SEND OUT NOTICES IN SUCH CIRCUMSTANCES BUT IN CERTAIN SITUATIONS WE MAY CEASE THE TRANSFER OF DIGITAL ASSETS IMMEDIATELY WITHOUT PRIOR NOTICE.

6.8. ACCOUNT TERMINATION - OODLEBIT MAY TERMINATE ACCESS TO THE SITE OR ITS SERVICES TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, OR ORDERS FROM THE PROPER AUTHORITIES. ALL ACTIVE OR PENDING TRANSACTIONS WILL BE TERMINATED, ANY REMAINING DIGITAL ASSET BALANCES MAY BE FROZEN INDEFINITELY AND OTHER ACTIONS MAY BE TAKEN BY OODLEBIT IN ITS SOLE DISCRETION IN ORDER TO COMPLY WITH ORDERS FROM THE PROPER AUTHORITIES OR APPLICABLE LAW.

6.9. DIGITAL ASSET VALUE LOSS - ALL CRYPTOCURRENCIES ARE SUBJECT TO MAJOR AND RAPID FLUCTUATIONS IN VALUE, AND YOU COULD LOSE ALL OR PART OF YOUR INVESTMENT, DUE TO THE APPLICATION OF LAW, NEW OR ADDITIONAL REGULATIONS OR CHANGES IN THE APPLICATION OF EXISTING LAWS OR REGULATIONS, OR GOVERNMENT INTERVENTION.

6.10. TRANSFER LOSS - DIGITAL ASSETS MAY BE LOST IF THEY ARE SENT TO THE WRONG DIGITAL ASSET ADDRESS, WHICH MAY OCCUR BY SENDING DIGITAL ASSETS TO AN ADDRESS THAT CONTAINS AN ERROR, AN IMPROPERLY FORMATTED ADDRESS, AN ADDRESS THAT YOU DO NOT CONTROL, OR TO AN ADDRESS THAT IS FOR A DIFFERENT DIGITAL ASSET FROM THE DIGITAL ASSET YOU SEEK TO TRANSFER (each, an "Improper Address"). OODLEBIT WILL NOT BE ABLE TO RETRIEVE YOUR DIGITAL ASSET ONCE YOU HAVE TRANSFERRED IT FROM THE OODLEBIT PLATFORM.

6.11. TECHNICAL DIFFICULTIES - OODLEBIT MAY EXPERIENCE UNSCHEDULED MAINTENANCE, DOWNTIME, OR TECHNICAL DIFFICULTIES THAT MAY PREVENT YOU FROM ACCESSING YOUR USER ACCOUNT, SENDING A TRANSACTION, RECEIVING YOUR SUPPORT REQUEST, OR OTHER ACTIONS, AND COULD RESULT IN THE LOSS OF DIGITAL ASSETS OR PENDING TRANSACTIONS ON THE OODLEBIT EXCHANGE DUE TO, BUT NOT LIMITED TO: DENIAL OF SERVICE ATTACKS, HARDWARE, SOFTWARE, OR SERVICE PROBLEMS AND INTERNET CONNECTIVITY ISSUES.

6.12. ACCOUNT THEFT - YOUR ACCOUNT MAY BE COMPROMISED BY A THIRD-PARTY AND RESULT IN THE THEFT OF YOUR IDENTITY OR YOUR DIGITAL ASSETS. WE RECOMMEND UTILIZING ALL OF THE SECURITY OPTIONS AVAILABLE TO YOU ON THE OODLEBIT EXCHANGE.

6.13. ACCOUNT ACCESS - To access the OODLEBIT SITE, you must have the necessary equipment (such as a smartphone or laptop) and the associated telecommunication service subscriptions to access the Internet. YOUR INABILITY TO ACCESS THE SITE without interruption MAY CAUSE YOU TO BE UNABLE TO execute OR COMPLETE A TRADE OR A TRANSFER OF DIGITAL ASSETS OR OTHERWISE TO UTILIZE SERVICES.

6.14. Insurance - You acknowledge that Digital assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

6.15. BETA Site - Please be aware that this is a beta version of the Oodlebit platform, which is still undergoing final testing before its official release. The site, the Oodlebit platform, the Oodlebit exchange and the underlying code, software and all content are provided on an "as is" and "as available" basis. You agree to use the Beta version of the Oodlebit platform at your own risk, which includes the potential complete loss of all your digital asset holdings. Oodlebit will not be liable for any financial loss due to the Beta version of the Oodlebit platform malfunctioning. While Oodlebit is in Beta Its recommended that you do not deposit more digital assets than you can afford to lose.

can afford to lose.

THE RISKS DESCRIBED IN THIS SECTION 6 MAY RESULT IN FINANCIAL LOSS TO YOU, THE COMPLETE LOSS OF YOUR DIGITAL ASSETS, TOTAL LOSS OF VALUE OR DECREASE IN VALUE FOR YOUR DIGITAL ASSETS, THE INABILITY TO ACCESS, TRANSFER, OR TRADE YOUR DIGITAL ASSETS, AND POTENTIALLY CIVIL OR CRIMINAL LIABILITY IF YOU ACCESS OR USE THE SITE OR THE SERVICES IN VIOLATION OF APPLICABLE LAW. BY AGREEING TO THE TOS YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS OODLEBIT FROM ALL DAMAGES, COSTS AND LIABILITY ARISING FROM OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, AND YOU ACKNOWLEDGE THAT OODLEBIT IS NOT RESPONSIBLE FOR THE AFOREMENTIONED RISKS OR OTHERWISE IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, YOU VOLUNTARILY ASSUME AND ACCEPT SUCH RISKS IN DECIDING TO ENGAGE IN USING AND PERFORMING DIGITAL ASSET TRANSACTIONS ON THE OODLEBIT EXCHANGE. YOU HEREBY IRREVOCABLY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN TO YOU, AND WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AGAINST OODLEBIT AND ITS RESPECTIVE AFFILIATES, ASSOCIATES, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES.

BY USING OODLEBIT'S SITE OR SERVICES YOU ACKNOWLEDGE THAT YOU POSSESS THE NECESSARY EXPERTISE AND ABILITY TO DO DUE DILIGENCE ON THE INTEGRITY AND OPERATION OF ANY DIGITAL ASSET YOU ACQUIRE OR TRADE. YOU ACCEPT THE FULL RESPONSIBILITY AND RISKS ASSOCIATED WITH INVESTING, TRADING, BUYING, SELLING, HOLDING, AND TRANSFERRING DIGITAL ASSETS WHILE USING OUR SITE AND OUR SERVICES. YOU SHOULD NOT INVEST IN, TRADE, ACQUIRE OR EXCHANGE ANY DIGITAL ASSET UNLESS YOU CAN AFFORD TO LOSE THE COMPLETE VALUE OF THE DIGITAL ASSET.

7. Privacy Policy

You can find out more on how Oodlebit collects, shares, and uses your information by visiting our Privacy Policy page at <https://www.oodlebit.com/privacypolicy.php>, which is incorporated by reference as though fully set forth in this Agreement.

8. Communications.

By entering into this Agreement, you agree to receive electronic communications and notifications in accordance with our E-Sign Consent Policy. This Agreement is provided to you and concluded in English. We will communicate with you in English for all matters related to your use of our Services. Where we have provided you with a translation of the English language

version of this Agreement, you agree that the translation is provided for your convenience only

and that the English language version of the Agreement will govern your use of the Site and the Oodlebit services.

9. Deposits; Account Funding.

You may periodically transfer Digital Assets from an External Wallet to your Account Wallet so as long as the Digital Assets that you seek to transfer are still supported on the Oodlebit Exchange. If you send Digital Assets to the wrong address or send Digital Assets not supported by the Oodlebit Exchange, the Digital Assets may be lost indefinitely and could be irretrievable. You assume all liability for any losses incurred as a result of sending Digital Assets to an Improper Address. Oodlebit does not pay interest on any Digital Assets held in your Account Wallet.

All Digital Assets supported by Oodlebit may require a minimum value before the deposit will appear in your Account Wallet. You agree and understand that you will have to meet any minimum deposit requirements when initiating a deposit of Digital Assets to your Account Wallet, otherwise, your deposit may never appear or be available for you to use. You agree to forfeit, and Oodlebit shall not be liable for the value of deposits that are forfeited as a result of your failure to meet the minimum value threshold. Oodlebit makes no representations or warranties about the amount of time it will take to complete a deposit of your Digital Assets from an External Wallet or another source.

10. Withdrawals.

You may at your own discretion withdraw your Digital Assets to an External Wallet so as long as you have not exceeded the 24-hour withdrawal amount limit, you have sufficient funds in your Account Wallet to pay the withdrawal fee, you have not been suspended or terminated, you have not violated the TOS or other circumstances that may require us to reject your withdrawal. When you withdraw Digital Asset from your Account Wallet to an External Wallet its always possible the receiving party may reject your withdrawal, the withdrawal may fail due to technical issues, your Digital Assets could be lost for the reasons set forth in Sections 6.10 through 6.12 above or your withdraw request does not required minimum transaction amounts for Digital Assets. You agree that Oodlebit shall not be liable for any damages, loss, or injury arising from a rejected or failed withdrawal. Oodlebit cannot reverse any withdrawals and will not have any responsibility or liability if you have instructed us to send Digital Assets to an External Wallet that is incorrect or improperly formatted.

You agree to pay Oodlebit any applicable fees for withdrawals and authorize Oodlebit to deduct any such fees from your Account Wallet.

11. Transactions; Trading.

Oodlebit makes no representation or warranties that any transaction will be executed successfully. Under no circumstances shall Oodlebit be liable for any damages, loss, or injury that may arise from a transaction failing to execute successfully or in a timely manner or from the failure to notify you that a transaction or transactions failed to process successfully. You are solely responsible to make sure your transactions are entered into our system correctly and that your transaction was executed accordingly.

We may at any time reject, impose transaction amount limits, minimum transaction amounts or restrictions in our sole discretion, without notice. We reserve the right to refuse to process, cancel or reverse, any transaction that we suspect is tied to money laundering, terrorist financing, fraud, crime, any technical difficulty or error or which otherwise violates our TOS.

When an order is created by a User on the Oodlebit Exchange the trade engine attempts to match the order with the orders of other Users that meet the given criteria. Oodlebit operates solely as a trading platform for its Users to trade Digital Assets between one another and does not act as a principal or counterparty with respect to trades entered into the system.

12. Exchange Rates.

Digital Assets that are available through the Oodlebit Exchange may be subject to extreme fluctuations in price, transaction volume, liquidity, and volatility at any time. You acknowledge that while we are using commercially reasonable methods to provide exchange rate information to you through our Site, the exchange rate information we provide may differ from prevailing exchange rates made available by third parties. The actual market rate at the time of your trade may be different from the indicated prevailing rate depending on the velocity of trading in the Digital Assets involved in your trade. You agree that you assume all risks and potential losses associated with price fluctuations or differences in actual versus indicated exchange rates.

13. Digital Assets.

Oodlebit reserves the right, in its sole discretion, to decide whether to list, delist, or suspend trading, transfer or storage in any Digital Assets on its platform without notice. In the event that

Oodlebit decides to delist any Digital Assets, Oodlebit will seek to provide you with thirty (30) days prior notice to give you sufficient time to withdraw the affected Digital Asset from your

Account Wallet; provided, however, that Oodlebit may suspend or delist a Digital Asset without prior notice or upon less than thirty (30) days' notice if it is, in Oodlebit's sole discretion, necessary or desirable to do so to comply with law or to prevent harm to the Site or its any of its Users . If you do not withdraw the affected Digital Asset then it may be lost due to your inability to trade, sell, withdraw, and store the affected Digital Asset any longer. You agree that Oodlebit will not be liable for any damages, losses, or injury due to its decision to list, delist, or suspend any Digital Asset.

14. Fees.

For the use of the Services, you agree to pay Oodlebit the fees described in the fee schedule ("Fee Schedule"), which is available on the Site and which Oodlebit may revise or update in its sole discretion. The updated Fee Schedule will apply prospectively to any trades or other transactions that take place following the effective date of such updated Fee Schedule. You authorize Oodlebit to deduct any applicable fees from your Account at the time you make a given transaction.

15. API Service.

Oodlebit hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license, to use the API solely for the purposes of trading on Oodlebit. You agree not to use the API or data provided through the API for any other commercial purpose. Your access to, and use of, the API is entirely at your own risk, and Oodlebit will not be responsible for any actions you take or abstain from taking based on the API or data provided through or omitted via the API.

Oodlebit may, at its sole discretion, set limits on the number of API calls that you can make to maintain market stability and integrity or for other reasons in Oodlebit's sole and absolute discretion. You acknowledge and agree that if you exceed any such limits, Oodlebit may moderate your activity or cease offering you access to the API. Oodlebit may immediately suspend or terminate your access to the API without notice if it believes you are in violation of the TOS or any other agreement that may be in place between you and Oodlebit related to your use of the API.

16. Forks; Distributions.

Oodlebit is under no obligation to support or distribute a Fork, Split, Side Chain, Airdrop, Dividend, Interest or any other distribution of a Digital Asset or fiat currency that you hold in your Account Wallet. You agree and understand that Oodlebit will not bear any liability for any losses, damages, or injury that may result in our decision to not support or to support a Fork, Split, Side Chain, Airdrop, Dividend, Interest or any other distribution. If a Fork occurs for a Digital Asset Oodlebit supports, then we may be forced to suspend trading of the Digital Asset to determine that any upgrade or addition is fully functional to protect our Users.

17. No Financial Advice.

Oodlebit is a trading platform service and does not, and will not give advice for any transactions, trading risk, or tax consequences, nor does Oodlebit provide any form of financial, investment, or legal advice in connection with the Site or the services. Although Oodlebit or its representatives may provide trading or market recommendations, Digital Asset commentary, market information, market notifications, or any other information, the act of doing so is incidental to your relationship with us and such information may not be considered as investment or financial advice and should not be construed as such. Any decision to trade, buy, sell, exchange or transfer Digital Assets, or to abstain from doing any of the foregoing, is entirely your own decision, you assume all of the risk for such decisions and Oodlebit will not be liable for any damages, losses, or injuries that you incur.

18. Taxes.

Oodlebit will submit all required filings by law but is not responsible for determining whether taxes apply to any of your transactions and will not provide any tax advice or reports to you. You are responsible for determining what taxes, if any, are due on the transactions you've made.

19. AML/KYC/CTF Compliance.

Oodlebit is a registered Money Services Business in the United States and registered with FinCEN under MSB ID: 31000127368312. Our AML, KYC, and CTF procedures are guided by all applicable rules and regulations regarding AML, KYC, and CTF. These standards are designed to prevent the use of the Oodlebit Exchange for money laundering or terrorist financing activities. We take compliance very seriously and it is our policy, at a minimum, to take all of the required steps to prohibit fraudulent transactions, report suspicious activities, and actively engage in the prevention of money laundering and any related acts that facilitate money laundering, terrorist financing or any other financial crimes.

20. Proprietary Rights.

Oodlebit and its licensors reserve all Proprietary Rights in and to the Oodlebit Platform. User may not use the Oodlebit Platform except as necessary for the purposes of discharging its obligations under this Agreement and any Exchange Transactions entered into pursuant to this Agreement. Oodlebit reserves the right to withdraw, suspend, modify, alter, expand and otherwise change the Oodlebit Platform at any time in Oodlebit's sole discretion. User shall not be entitled to create any "links" to the Oodlebit Platform, or "frame" or "mirror" any content contained on, or accessible through, the Oodlebit Platform, on any other server, web site or internet-based device.

21. Unclaimed Property

If your Account on Oodlebit Exchange has been inactive and you've not responded to attempts by Oodlebit to contact you, Oodlebit may have an obligation to report any Digital Assets in your Account Wallet to the applicable governmental entity as unclaimed property. If this happens, Oodlebit will attempt to contact you using the contact information provided by you. If you fail to respond, Oodlebit may be obligated to turn over any Digital Assets in your Account Wallet to the applicable governmental entity after deducting any fees payable to Oodlebit.

22. Property Disputes.

If Oodlebit receives a notice that any Digital Assets in your Account Wallet was stolen or otherwise may not lawfully be yours in whole or in part, Oodlebit may, but has no obligation to, put a hold on the affected Digital Assets until the dispute is resolved with sufficient evidence to Oodlebit's satisfaction in its sole discretion. Oodlebit shall have no liability or responsibility to you or any person for any such hold, loss, damages, or injury attributable to your inability to buy, sell, exchange, withdraw or trade Digital Assets during the duration of the hold.

23. Affiliates.

Oodlebit participates in an Affiliate Program. The Affiliate Program allows the Affiliate to promote Oodlebit's services and receive signup commissions and trade commissions according to the terms and conditions laid out in this section.

23.1 Affiliate Agreement

This agreement describes the terms and conditions for participation in the Oodlebit affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between any Affiliate and Oodlebit. Affiliates have no authority to make or accept any offers or representations on Oodlebit's behalf nor to make any statement, whether on the Affiliate's website or otherwise, that purports to contradict or contravene anything in this Agreement.

Affiliates are "Users" by default and are bound by all terms within the TOS. Any violation of the TOS by an Affiliate may result in the closure of the violating Affiliate's account and withholding or reversal of payment. Should any Affiliate engage in misrepresentation or fraud in connection with establishing an account on the Site, using the Site or otherwise in connection with or related to this Agreement, that Affiliate's account shall be closed and any balances earned from the Affiliate program, shall be held irrevocably forfeited to Oodlebit.

23.2 Commissions

For an Affiliate to receive commissions, the referral person must become a "qualified signup" as described below:

1. Signup to the Oodlebit platform and confirm their email address.
2. Agree to our Terms of Service
3. Enter accurate personal information and complete the KYC ("Know-Your-Customer") process.
4. Receive a "Verified" status on their account after completing the KYC process.

The Affiliate will receive a commission based on their current tier level for each new qualified signup. The Affiliate can also earn a transaction commission every time their qualified signup completes a "qualified trade", interpreted as a transaction that was successfully entered into the Oodlebit system, executed successfully by our trade engine, and generated a trade fee due to Oodlebit.

The Affiliate can verify how much Commission they can earn by viewing the Signup Commission and Trade Commission information displayed in their Affiliate Dashboard.

Commissions will only be paid on referrals that are generated through the Affiliate's Invitation link.

The Commission amount due to the Affiliate will be determined in real-time the moment the Affiliate generates a qualified signup or their qualified signup executes a qualified trade.

Oodlebit reserves the right to modify any affiliate commissions, including but not limited to, the qualified trade commission, qualified signup commission, commission conditions for each affiliate tier level, at any time, in our sole discretion.

Oodlebit reserves the right in our sole discretion to deduct any qualified signups or commissions from the Affiliate's account if the qualified signup is suspended from using Oodlebit's services or their transactions are reversed. Oodlebit will not be liable for any financial losses suffered by the Affiliate resulting from these actions, for any reason.

23.3 Usage and Obligations

Affiliates are permitted to use the Oodlebit brand and any marketing resources made available within the Affiliate Dashboard. Logos and other assets cannot be modified. The Affiliate does not gain any trademark, copyright or any other rights to these materials.

The Affiliate will never imply that they are acting on behalf of Oodlebit. The Affiliate will never bid for advertisements that compete with Oodlebit.

The Affiliate will never represent themselves, Oodlebit or their relationship with Oodlebit in a false or misleading way.

The Affiliate will not engage in the distribution of an unsolicited bulk email (spam) mentioning or referencing Oodlebit.

The Affiliate will not promote Oodlebit with any malicious or blackhat marketing techniques.

24. Restricted Activities.

In connection with your use of the Site and the services, you will not do any of the following:

1. violate or assist any party in violating any law, statute, ordinance, regulation, or any rule of any self-regulatory or similar organization, which you are or are required to be a adhere to through your use of the Site or the services;
2. provide false, inaccurate, incomplete or misleading information to Oodlebit;
3. infringe upon Oodlebit's or any third party's copyright, patent, trademark, or intellectual property rights;
4. engage in any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism, or the financing of terrorism or other violent activities, or any prohibited market practices;
5. distribute unsolicited or unauthorized advertising or promotional material, written media releases, public announcements and public disclosures, junk mail, spam or chain letters;
6. use a web crawler, bot or similar technique or device to access our Site or services or to extract data;
7. reverse engineer or disassemble any aspect of the Site, the API, any mobile application or the services in an effort to access any source code, underlying ideas and concepts, and algorithms;
8. perform any vulnerability, penetration or similar testing on the API;
9. take any action that imposes an unreasonable or disproportionately large load on our servers or other infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data or information;
10. transmit or upload any material to the Site or the mobile application that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
11. otherwise attempt to gain unauthorized access to or use of the Site, the API, the mobile application, other Oodlebit accounts, computer systems or networks connected to the Site or the mobile application through password mining or any other means;
12. transfer any rights granted to you under this Agreement;
13. engage in any other activity which, in Oodlebit's sole discretion, amounts to or may amount to market abuse including without limitation the carrying out of fictitious transactions or wash trades, front running or engaging in disorderly market conduct; or
14. engage in any behavior which is unlawful, violates this Agreement or is otherwise deemed unacceptable by Oodlebit in its sole discretion.

25. Governing Law; Venue.

You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Oodlebit, except to the extent governed by federal law.

26. Mandatory Dispute Resolution.

All Users agree to mandatory dispute resolution in accordance with this Section 26. Should any dispute arise under this Agreement, or related to or in connection with the use of the Site or our services, the disputing User shall communicate the dispute to our Support Center at <https://oodlebit.zendesk.com> (or such other web address as Oodlebit may designate for submitting disputes), submit all evidence the User has in support of such User's dispute and request resolution. The Support Center will assign a Dispute Resolution Specialist to evaluate the dispute. The disputing User shall have seven (7) days to submit evidence supporting the User's claim. After receiving the disputing User's evidence, the Dispute Resolution Specialist shall notify any other User involved in the disputed transaction and provide such User(s) seven (7) days from the date of such notice to submit evidence to support their position. Oodlebit Dispute Resolution Specialist will review the documentation submitted and schedule a date for the Final Decision. Both Users party to the dispute must be present online on the Final Decision date. If either party is not present, a default Final Decision shall be made in favor of the attending party. Should the final decision by the Dispute Resolution Specialist be unsatisfactory to a User, such User may submit the claim for alternative dispute resolution in accordance with the procedures set forth in this Section 26.

If we cannot resolve the dispute through the internal dispute resolution process, User and Oodlebit agree that any dispute arising out of or relating to this Agreement or the Site or services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>).

This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND OODLEBIT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in Arizona, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At Oodlebit's request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement or any arbitration pursuant to this Agreement shall be entitled to costs and attorneys' fees. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

27. Limitation of Liability.

IN NO EVENT WILL OODLEBIT'S LIABILITY FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, PENALTIES, FINES CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE OODLEBIT SITE OR THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OODLEBIT 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, EXCEED THE GREATER OF (A) U.S. \$2,200; AND (B) ANY OODLEBIT FEES RETAINED BY OODLEBIT WITH RESPECT TO TRANSACTIONS ON WHICH USER WAS INVOLVED AS A PARTY TO A TRANSACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

28. Warranty Disclaimer.

THE OODLEBIT 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, OODLEBIT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. OODLEBIT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE OODLEBIT SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. OODLEBIT DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. 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 OODLEBIT SITE OR SERVICES. WITHOUT LIMITING

THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT OODLEBIT WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA.

Oodlebit makes no representations about the accuracy, order, timeliness or completeness of historical Digital Asset price data available on the Oodlebit Site. Oodlebit will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Oodlebit makes no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.

THE TERMINATION SECTION OF THIS AGREEMENT STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST OODLEBIT WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES OR DISSATISFACTION.

29. Release of Oodlebit; Indemnification.

If you have a dispute with one or more users of the Oodlebit Services, you release Oodlebit, its Affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, shareholder, members, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold Oodlebit, its Affiliates and third-party service providers, and each of its or their respective officers, directors, agents, joint venturers, employees, shareholders, members and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your use of the Site or the services, your breach of this Agreement, your violation of any law, rule or regulation, or the rights of any third party.

30. Limited License.

Subject to and conditioned on compliance with this Agreement and the other TOS, Oodlebit grants you a limited, non-exclusive, non-transferable license to access and, if you are a User, to use the Site for the purpose of receiving the Site services available and authorized from the Site. You must not access or use the Site or Site services to compete, directly or indirectly, with Oodlebit. You shall not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, publish, repost or otherwise use any content of the Site in any way for any public or commercial purpose without the prior written consent of Oodlebit or the rights holder, which may be withheld in Oodlebit's sole direction. You must not use any content of the Site on any other web site or in a networked computer environment for any purpose except your own viewing or use of the Site services in accordance with the TOS. You must not frame or link to

the Site except as permitted in writing by Oodlebit

You must not attempt to reverse engineer or attempt to interfere with the operation of any part of the Site unless expressly permitted by law. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by Oodlebit. Oodlebit and its licensors retain all of their right, title and interest in and to all patent rights, inventions, copyrights, know-how, and trade secrets. The Oodlebit logo and name are trademarks of Oodlebit and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Site may be the trademarks of their respective owners. Except as expressly stated, nothing in this Agreement confers any license under any of Oodlebit's or any third party's intellectual property rights, whether by estoppel, implication or otherwise.

31. Force Majeure.

Oodlebit shall not be liable for any failure in performance, delay or interruption of service that results directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrence that is beyond our reasonable control.

32. Non-Waiver of Rights.

This agreement shall not be construed to waive rights that cannot be waived under applicable state money transmission laws in the state where you are located.

33. Survival.

All provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to the suspension or cancellation of a User's account, debts owed to Oodlebit, access to or use of the Site or services, disputes with Oodlebit, and provisions that expressly survive termination of this Agreement, shall survive the termination or expiration of this Agreement.

34. Assignment.

A User may not assign this Agreement. Oodlebit may without prior notice to you, in its sole discretion, transfer or assign its rights, duties and/or the information we have collected from you, to a subsidiary or affiliated company or in connection with the sale or exchange of Oodlebit or its assets as part of a merger, acquisition, sale, reorganization or change of control.

35. Severability.

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

36. Amendment.

We may amend or modify this Agreement by posting on the Site or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Site or the service, or the suspension or termination of your access to the Site or the service, except to the extent otherwise expressly set forth in this Agreement.

37. Entire Agreement.

This Agreement and the Privacy Policy and any other notices or policies incorporated by reference herein comprise the entire understanding and agreement between you and Oodlebit with respect to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among you and Oodlebit. Section headings, gender references and distinctions between singular and plural in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

38. Contact Us.

You can contact us through email at support@oodlebit.com if you have any questions regarding these Terms

these terms.



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