

## ShapeShift.io Terms and Conditions of Use

The following terminology applies to these Terms and Conditions of Use (our “Terms”), the Privacy and Transparency Statement, and any and all other agreements between you and us: “Client,” “Customer,” “User,” “You,” and “Your” refers to you, the person accessing ShapeShift.io and accepting our Terms. “The Company,” “ShapeShift,” “Ourselves,” “Website,” “We,” and “Us” collectively refers to the Internet website ShapeShift.io and to its owners, operators, employees, directors, officers, employees, agents, insurers, suppliers, and attorneys. “Party” refers to either you or us. In these Terms, unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. “Digital asset,” “asset,” “coin,” “cryptocurrency,” “good,” “ledger entry,” “altcoin,” and “token” refer to blockchain-based software ledger data entries.

By using the Website, you represent and warrant that you are:

- at least 18 years old and have full capacity to contract under applicable law;
- only transacting on ShapeShift with legally-obtained funds that belong to you;
- not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of ShapeShift; and,
- comporting with and obeying all applicable laws.

We reserve the right to terminate your access to ShapeShift for any reason, including but not limited to breaches of our Terms, in our sole and absolute discretion. Use of ShapeShift is void where prohibited by applicable law.

### 1. Terms

By accessing the website, you agree to be bound by our Terms, all applicable laws and regulations, and you agree that you are responsible for compliance with—and that you are compliant with—applicable law. If you do not agree with any of our Terms, you are prohibited from using or accessing the Website; your only recourse is to stop using the Website. Any use of the Website is your deemed acceptance of our Terms as they may be modified and amended from time to time. The materials contained in the Website are protected by applicable copyright and trademark laws and treaties. You should check back often in case our Terms undergo changes.

By accepting our Terms, you expressly allow us to export data outside of the jurisdiction in which you reside or are located when you access ShapeShift.

### 2. Limitations

Use of ShapeShift may carry financial risk, and is to be used as an experimental software utility only.

In no event shall ShapeShift be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys’ fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, loss of cryptocurrency or digital assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses directly or indirectly arising out of or related to: our Terms; the Privacy and Transparency Statement; any service of ShapeShift; the use of ShapeShift; any use of your digital assets or cryptocurrency on ShapeShift by any other party not authorized by you (collectively, all of the foregoing items shall be referred to herein as “Losses”). ShapeShift is hereby released by you from liability for any and all Losses. We disclaim any and all warranties or guarantees, including any warranty of merchantability and warranty of fitness for any particular purpose. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if ShapeShift has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies.

Notwithstanding anything else in our Terms, in no event shall the combined aggregate liability of ShapeShift for any Loss hereunder exceed US\$50.00.

### **3. Prices, Exchange Rates, and Confirmations**

Cryptocurrency and digital assets are highly experimental and risky. ShapeShift's conversion service attempts to provide accurate price and exchange rate information, but this information is highly volatile and can change quickly without users necessarily being aware of these changes.

For normal orders (i.e., not "Specific Amount" orders), the exchange rate you receive is calculated at the time your payment is accepted. Due to varying security between blockchains, your payment is typically considered "accepted" at one block confirmation. ShapeShift may occasionally accept a payment with zero confirmations, though this decision is at ShapeShift's sole discretion. It is important to note that a payment being broadcast to the blockchain network does not constitute an acceptance by ShapeShift of that payment.

Users who are sensitive to the exchange rate they receive should use ShapeShift's "Specific Amount" feature, which guarantees an exchange rate for a specified period of time. The User's payment must be received by ShapeShift within that period in order to receive the guaranteed exchange rate. Please contact customer support for more information on exchange rates.

**4. Returns and Refund Policy** **Important: Cryptocurrencies, tokens, and digital assets are, by their nature, generally irreversible, and their exchange rates are highly volatile and transitory. For these reasons, customers may only receive a refund if ShapeShift has not yet sent or transmitted the User's asset to the User's address. Once the User's asset has been transmitted to the User's address, no refund is possible, even if the wrong address was provided to ShapeShift. All sales after transmission are final.**

**5. Governing Law** **These Terms are governed by the laws of the Canton of Zug, Switzerland, and any and all laws applicable therein.**

### **6. Prohibited Jurisdictions**

It is prohibited to use or access ShapeShift from the following jurisdictions:

- New York; and,
- North Korea.

Transactions from Users in these jurisdictions are prohibited, and ShapeShift may seize any funds from Users in these jurisdictions and donate them to a charity at ShapeShift's sole discretion. By accessing this site or any services therein, you represent and warrant that you are not physically located in these prohibited jurisdictions.

### **7. Permissible Use**

ShapeShift and all its services may be used only as a mechanism of software ledger entry translation between the User and ShapeShift. You are prohibited from using ShapeShift for the purpose of translating ledger entries with other parties, with the exception of explicit payment for goods and services.

### **8. Terms of Use Modifications**

ShapeShift may revise our Terms at any time and without notice to you or third parties. By using the Website, you agree to be bound by the then-current version of our Terms. We reserve the right to make any changes retroactive.

### **9. Costs**

From time to time, we may need to spend time dealing with issues brought to us by customers. Where any customer issue is not caused by our negligence or oversight, we reserve the right to recover reasonable administrative costs spent addressing the customer issue.

### **Privacy and Transparency Statement**

ShapeShift respects the privacy of its Users by not requesting any information that is unnecessary for the use of the service or to comport with our obligations under applicable law.

ShapeShift also does not in any way obscure the information that it does request or obtain. Due to the inherent transparency of blockchains, transactions to and from ShapeShift are public and easily correlated. Utilizing ShapeShift to obscure transactions or assets in any way is pointless and stupid. Law enforcement has full access to blockchain information that goes in or out of ShapeShift's system.

You accept that ShapeShift will comply willingly with all legal requests for information from it. We reserve the right to provide information to law enforcement personnel and other third parties to answer inquiries; to respond to legal process; to respond to the order of a court of competent jurisdiction and those exercising the court's authority; and, to protect ShapeShift and our users.

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