

CRYPTOCURRENCY ADVERTISING TERMS AND CONDITIONS

Notwithstanding anything contained in the applicable Twitter Master Services Agreement(the “MSA”) located at: <https://legal.twitter.com/ads-terms.html>, Customer’s participation in the Program is subject at all times to its acceptance of and compliance with the MSA and these additional Cryptocurrency Advertising Terms and Conditions (the “Crypto Terms”). A defined term used in these Crypto Terms, which is not defined herein, shall have the same meaning set forth in the MSA. “Crypto Advertisements” mean any advertisements for cryptocurrency activities, products and services submitted to the Program by Customer pursuant to these Crypto Terms. As used herein, “Applicable Laws” mean all laws, regulations, and relevant codes of practice that apply to Customer’s Crypto Advertisements as displayed in any country, state, province, city and/or territory (the “Territory”) to which Customer directs its advertisements.

1. Customer further warrants, represents, and undertakes that:

- (a) all Crypto Advertisements will comply with all Applicable Laws, including, without limitation, any reporting obligations and subsequently-enacted regulation;
- (b) all Crypto Advertisements (including but not limited to any content within the advertisement as statements, links, images, other forms of media, etc.) will comply with the terms of all the applicable license(s), registration(s), or other authorization(s), including but not limited to any license or authorization to provide financial services (the “License”) which Customer is subject to (and will send a copy of such License to Twitter if required), as applicable;
- (c) when relying on a third-party license (the “Third-Party License”), Customer can legally do so in the Territory according to Applicable Laws and shall indemnify and hold harmless Twitter Indemnified Persons, as defined below, from any claims and liabilities arising in connection with such Third-Party License;
- (d) no Crypto Advertisement will refer or imply that Customer performs an activity or business which the Customer is not authorized to perform in the Territory in accordance to the Applicable Laws; and
- (e) all Crypto Advertisements will be accompanied by all required disclaimers under the Applicable Laws of the Territory to which they are being targeted.

2. If Customer runs any Crypto Advertisements targeted to a determined Territory and does not hold a License for operating in such Territory, Customer further represents and warrants that Customer is not required by any Applicable Laws to hold a License to operate and advertise in such Territory.

3. Customer must inform Twitter immediately if Customer becomes the subject of any investigation or ruling by any applicable legal or regulatory authority, or any industry regulatory body, that may be relevant to the Crypto Advertisements.

4. Customer shall indemnify and defend Twitter, its agents, affiliates, licensors, directors, officers, employees and partners (“Twitter Indemnified Persons”) from and against any claims, losses, liabilities, expenses, damages and settlement amounts (including legal fees and costs) incurred by any Twitter Indemnified Person(s):

- (a) arising out of Customer’s or Customer’s agent’s breach of these Crypto Terms;
- (b) in connection to any infringement of prohibitions regarding content or the advertisement of certain goods or services by the Customer; or;
- (c) in connection with any regulatory obligation, including obligations around any applicable license and around the content of the Crypto Advertisement. Twitter reserves its right to recourse for all damages it may suffer due to all direct and indirect consequences of administrative fines, sanctions or requests directed at Twitter, without being obligated to file any judicial proceedings against the Customer.

5. Customer acknowledges and understands that Twitter reserves the right to remove any Crypto Advertisement from the Twitter Service upon a formal request from a competent authority, with no obligation whatsoever for Twitter to compensate nor return funds to Customer due to such removal.

6. No binding agreement may be entered into until such time as Twitter notifies Customer that its application has been accepted. Twitter reserves the right to terminate the Crypto Advertisements at any time in accordance with its rights set out in the MSA, or if it otherwise decides to no longer include cryptocurrency advertisements as part of the Program.

I HAVE READ AND ACCEPT THE CRYPTOCURRENCY ADVERTISING TERMS AND CONDITIONS. I AM DULY AUTHORIZED TO ACCEPT THESE CRYPTOCURRENCY ADVERTISING TERMS AND CONDITIONS ON BEHALF OF CUSTOMER.

Customer: _____
 By: _____
 Title: _____
 Company: _____
 Date: _____