

## Reclaim Fork Terms

(Last updated: 2020.10.01)

### 1. Scope of these Reclaim Fork Terms

These terms (“**Reclaim Fork Terms**”) specifically govern your use of the Reclaim Fork Services. The Reclaim Fork Services enable you to recover the value of unclaimed virtual assets generated as a result of a fork in the underlying blockchain on which the relevant virtual assets are deployed and operate (“**Forked Assets**”).

A ‘fork’ is a change, split, modification, update or other transformation of the underlying software protocol (i.e. blockchain) on which a virtual asset is deployed and operates. When a fork occurs: (a) this generates two separate versions of the blockchain with a shared history; and (b) it results in the creation of Forked Assets. On the occurrence of a fork, holders of a virtual asset (which was deployed and operated on the underlying blockchain that was subject to the fork) may be entitled to claim the Forked Assets generated as a result thereof.

These Reclaim Fork Terms are entered into between you (hereinafter referred to as “**you**” or “**your**”) and AMLT Limited, a company registered in Gibraltar with address at Suite 23 Portland House, Glacis Road, Gibraltar, GX11 1AA. AMLT Limited is a wholly owned subsidiary of Coinfirm Limited and a member of the Coinfirm Group. Accordingly, references to “**Coinfirm**”, “**we**”, “**us**” or “**our**” in these Reclaim Fork Terms shall be to AMLT Limited, unless the context requires otherwise.

These Reclaim Fork Terms are supplemental to the Terms of Service (<https://www.coinfirm.com/terms-of-use/>) and the provisions in the Terms of Service shall apply in addition to those set out herein. In the event of any conflict or inconsistency between these Reclaim Fork Terms and the Terms of Service, these Reclaim Fork Terms shall prevail.

These Reclaim Fork Terms shall come into effect on the date that they are accepted by you. By accepting these Reclaim Fork Terms and/or using the Reclaim Fork Services, you shall be deemed to have accepted both these Reclaim Fork Terms and the Terms of Service. If you do not agree to these Reclaim Fork Terms or the Terms of Service, please do not use or attempt to use the Reclaim Fork Services.

### 2. Definitions

Unless otherwise defined herein, capitalised words used in these Reclaim Fork Terms shall have the same meaning given to them in the Terms of Service.

### 3. Availability of Reclaim Fork Services

The Reclaim Fork Services are only available if at the time of the applicable blockchain fork, you owned and stored virtual assets in a virtual asset wallet in respect of which you have access to and control over the private keys.

If at the time of the applicable blockchain fork, you stored virtual assets with a third party custodian or on a virtual asset exchange, you will be redirected to an ancillary Service provided by an affiliate, Reclaim Crypto (reclaimcrypto.com), to submit and process your claim through that Service.

The Reclaim Fork Services are available in respect of the virtual assets listed on our website from time to time: reclaimfork.com. We may add or remove the availability of the Reclaim Fork Services in relation to one or more virtual assets at any time in our sole discretion.

#### 4. Eligibility

In order for Coinfirm to assess whether you have any Forked Assets to claim, you will be required to provide: (a) the virtual asset wallet address that you used to store virtual assets at the time of the applicable blockchain fork ("**Forked Asset Wallet**"); and (b) your email address. The Reclaim Fork Services are only available to the extent we determine that you have Forked Assets to claim.

If you have Forked Assets to claim, you will be required to undergo, and successfully complete (to our satisfaction), all necessary "know your customer" and other due diligence checks that we may be obliged to perform in order to comply with applicable anti-money laundering laws ("**Compliance Checks**"). Amongst other things, you may be requested or required to provide the following information and documentation in connection with our Compliance Checks: (a) full name; (b) address; (c) Forked Asset Wallet address; (d) scan of your passport or ID card.

You agree that you shall, promptly upon Coinfirm's request, supply such information and documentation as may be required or requested in connection with our Compliance Checks. You acknowledge and agree that we may refuse to make the Reclaim Fork Services available to you unless and until you successfully complete the Compliance Checks to our satisfaction.

Noting in this Reclaim Fork Terms shall be construed to require us to provide Reclaim Fork Services or other services to you. The scope and provision of Reclaim Fork Services to you shall be defined in a separate agreement we may, but are not required to, propose to you after successful completion of the Compliance Checks.

#### 5. Your Representations and Warranties

By accepting these Reclaim Fork Terms and using the Reclaim Fork Services, you represent and warrant on an ongoing basis that:

- (a) if you are a natural person, you are at least 18 years of age, you have sufficient legal capacity under the laws of any jurisdiction to which you may be subject to enter into an agreement with Coinfirm as set out in the Terms of Service and these Reclaim Fork Terms, and you are not a citizen or resident of a "**Prohibited Jurisdiction**" (meaning those countries and territories listed on our website from time to time, as set out in the following webpage: [www.coinfirm.com](http://www.coinfirm.com) );
- (b) if you are acting on behalf of a corporate body, you warrant and represent that you are duly authorised to act on behalf of such corporate body, such corporate body is not incorporated, established or registered in or under the laws of a Prohibited Jurisdiction and its controllers, directors, officers and employees are not citizens or residents of any Prohibited Jurisdiction;
- (c) you or the corporate body you are acting on behalf of are not subject to any sanctions administered or imposed by any national or supranational governmental authority;
- (d) holding or trading virtual assets and using the Reclaim Fork Services is not unlawful or prohibited under the laws of any jurisdiction to which you or the corporate body you are acting on behalf of, may be subject and if a licence or other authorisation is required for such activity under the laws of such jurisdiction, you or the corporate body you are acting on behalf of have obtained and are maintaining such licence or authorisation;
- (e) you or the corporate body you are acting on behalf of have not previously had a Coinfirm Account, or the use of our Services, suspended or terminated by Coinfirm;

- (f) if you are acting on behalf of others, such as in the capacity of asset management or investment advisory, you are licenced to conduct such activities in the jurisdiction(s) that you operate; and
- (g) you have not assigned your rights to claim the Forked Assets or the value thereof, nor are any such rights the subject of: (i) an ownership or other dispute with any person; or (ii) any Encumbrance (and for the purposes of these Reclaim Fork Terms, “**Encumbrance**” shall mean any interest or equity of any person (including any option or right to purchase), mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement).

#### 6. Method of Recovering Forked Assets

After providing us with your Forked Asset Wallet address, we will perform an assessment to determine the value (if any) of Forked Assets that you may be able to claim. The valuation methodology used to calculate the value of Forked Assets that you may claim shall be determined by us in our sole discretion.

If the value of Forked Assets subject to your claim is less than USD 5,000 (five thousand US dollars), we are not obliged to process this claim and you may be prompted to submit and process your claim via one of our virtual asset exchange partners (“**Exchanges**”) using the link provided on our website and in accordance with such instructions and directions that we shall provide to you. Please note that in such circumstances, your claim shall be handled and processed exclusively by the relevant Exchange, and you may be required to accept the Exchange’s terms and conditions relating thereto.

If the value of Forked Assets that you may claim is equal to or greater than USD 5,000 (five thousand US dollars), a member of our support team shall contact you to perform the Compliance Checks and to verify your claim (“**Verification**”).

The Verification process will be conducted by online video call, which may be recorded. You hereby consent to participate in an online video call for the purposes of enabling us to perform our Verification and you further agree to: (a) provide all reasonable assistance and cooperation as Coinfirm may request; and (b) comply with any reasonable instructions and directions given to you by Coinfirm, in order to enable us to complete the Compliance Checks, verify your claim and recover the Forked Assets on your behalf.

In order to enable us to recover Forked Assets pursuant to the provision of Reclaim Fork Services, you will be required to enter: (a) the private key; or (b) the seed phrase, relating to your Forked Asset Wallet when prompted. Please note that at no time and under no circumstances will Coinfirm see, have access to, store or save your private key or seed phrase, transfer your private key or seed phrase to any third party, nor shall we use your private key or seed phrase for any purpose other than to verify your claim and recover the Forked Assets in accordance with these Reclaim Fork Terms.

Any actions involving use of your private key or seed phrase in connection with the provision of Reclaim Fork Services will be performed directly through your web browser or your Forked Asset Wallet by following the instructions that we provide to you, and we shall not be able to view your private key or seed phrase at any time. For security reasons, it is imperative that you do not reveal, disclose, keep in an unsafe manner or share your private keys with any person.

You are solely and exclusively responsible for maintaining adequate security, control and confidentiality over: (a) the hardware and software that you use to access the Reclaim Fork Services

and/or your Forked Asset Wallet (including any computers, tablets, smart phones or other devices); (b) the private key and seed phrase relating to your Forked Asset Wallet; and (c) any activity occurring in, with or otherwise relating to your Forked Asset Wallet. Coinfirm shall not be responsible for any such matters, nor shall we be responsible if your Forked Asset Wallet is compromised, hacked or otherwise subject to a security incident due to your failure to comply with the obligations set out in this clause, whether during the provision of the Reclaim Fork Services or otherwise. To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Coinfirm, each member of the Coinfirm Group and each of our respective shareholders, employees, officers, directors, contractors, partners, agents and representatives from and against any and all claims, demands, actions, damages, losses costs and expenses (including reasonable professional and legal fees) that arise from or relate to your failure to comply with the obligations set out in this clause.

Once the Forked Assets are ready to be recovered following the successful completion of the claim and Verification process, you will be asked to confirm and approve the execution of the recovery transaction, which when executed will result in Forked Assets being sent to a Coinfirm virtual asset wallet. Following our receipt of such Forked Assets, we will send you notice confirming the equivalent value of Forked Assets in bitcoin (less the applicable Service Fee as described in clause 7 below) to be transferred to you and such amount shall be transferred to such bitcoin compatible wallet address that you notify us of in writing during the claim and/or Verification process.

The valuation methodology used to calculate the equivalent value in bitcoin of any Forked Assets that we recover on your behalf shall be determined by us in our sole discretion.

#### 7. Service Fee

In consideration for the provision of the Reclaim Fork Services, you hereby agree to pay Coinfirm a fee equal to twenty-five percent (25%) of the value of any Forked Assets that are recovered on your behalf ("**Service Fee**").

You hereby authorise us to deduct the Service Fee from the balance of Forked Assets recovered on your behalf and to send you the bitcoin equivalent value of Forked Assets that have been recovered on your behalf less the applicable Service Fee.

We may update the Service Fee at any time in our sole discretion. If we do so, we shall give you notice and update these Reclaim Fork Terms accordingly.

#### 8. Taxes

The Service Fee does not include any taxes, levies, duties or other assessments of any nature, including (without limitation) value added, sales, use or withholding taxes, which are assessable by the authorities of any jurisdiction whatsoever.

We do not make any representation, warranty or otherwise relating to whether your use of the Reclaim Fork Services to recover the value of Forked Assets will be subject to any taxation of whatever nature by any authority in the world. You should obtain independent tax advice with respect to all tax and other implications arising from your use of the Reclaim Fork Services and you shall be solely responsible for your own tax affairs.

Under no circumstances shall Coinfirm be liable to you or any other person whatsoever, for any tax or similar liability arising from you use of the Reclaim Fork Services, nor shall we be required to provide any assistance to you or other persons with respect to the preparing or filing of any statutory or other forms or submissions to any tax or other authority.

## 9. Notices

You agree to receive all communications and notices that Coinfirm provides in connection with these Reclaim Fork Terms in electronic form. You agree that Coinfirm may provide notice to you by posting the notice via the Reclaim Fork Services or by emailing it to the email address that you provide when submitting a claim. You should maintain copies of notices by either printing a paper copy or saving an electronic copy.

Notices shall be deemed delivered at the time of transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action.

## 10. General

We may, at any time, set off any liability to you against any liability you may have to Coinfirm (notwithstanding the denomination of such liability, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Reclaim Fork Terms). Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available under applicable laws.

We may, by notice to you, assign or transfer any of our rights or obligations under these Reclaim Fork Terms to any member of the Coinfirm Group or a third party. You agree that we may at any time transfer the provision of the Reclaim Fork Services or any part thereof to another member of the Coinfirm Group or to a third party.

These Reclaim Fork Terms shall be governed by the laws of Gibraltar and the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Reclaim Fork Terms or their subject or formation (including non-contractual disputes or claims).