

# ALPACA

## Coin Pairs Promotion Terms and Conditions

These terms and conditions (the “**Terms and Conditions**”) apply to your access to, and participation in, the Alpaca Coin Pairs Promotion (the “**Coin Pairs Promotion**”). The Coin Pairs Promotion is operated by AlpacaDB, Inc. (“**Alpaca**”). By accessing or participating in the Coin Pairs Promotion, you agree that you have read, understand, and accept these Terms and Conditions and that you consent to Alpaca’s processing of data that is personal to you, and sharing of such data with third parties, in accordance with Alpaca’s Privacy Policy, as amended from time to time (the “**Privacy Policy**”)

<https://s3.amazonaws.com/files.alpaca.markets/disclosures/PrivacyPolicy.pdf>. The Privacy Policy is incorporated into and made a part of these Terms and Conditions by this reference.

Alpaca reserves the right to modify these Terms and Conditions, in whole or in part, at any time and in its sole discretion without notice to you, and you waive any right you may have to receive specific notice of any such modifications. These Terms and Conditions are subject to Alpaca’s interpretation and shall be applied by Alpaca at its sole discretion. Your participation in the Coin Pairs Promotion confirms your acceptance of any such modifications to these Terms and Conditions; therefore, you should revisit and review these Terms and Conditions periodically. If you do not agree to the Terms and Conditions at any time, including after a modification has been made, you should stop participating in the Coin Pairs Promotion.

Alpaca reserves the right to suspend or terminate the Coin Pairs Promotion at any time in its sole discretion, without notice to you, and you waive any right you may have to receive specific notice of any such suspension or termination.

**THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

### **I. Eligibility**

To be eligible for the Coin Pairs Promotion (an “**Eligible Customer**”), you must have a cryptocurrency account with Alpaca Crypto LLC (“**Alpaca Crypto**”). Alpaca Crypto is an affiliate of Alpaca. Eligibility in the Coin Pairs Promotion is limited to select international jurisdictions, as determined by Alpaca in its sole discretion, and U.S. legal residents, excluding residents of the State of New York. The Coin Pairs Promotion is intended for personal use only. Commercial use is prohibited. The Coin Pairs Promotion is not targeted towards, nor intended or permitted for use by, anyone under the age of 18.

Employees, contractors, and persons similarly associated with Alpaca, Alpaca Crypto or any other Alpaca affiliate; members of their household; influencers and referral partners; registered representatives of broker-dealers; employees of any securities regulatory organization or exchange; and employees of any market maker are not eligible to participate in the Coin Pairs Promotion.

## **II. Promotion**

For a limited time, commencing on July 25, 2022 at 12:00 am EST and ending on August 7, 2022 at 11:59 pm EST (the “**Program Period**”), trading fees set forth in the [Alpaca Crypto Fee Schedule](#) will be waived for Eligible Customers who place cryptocurrency trades during the Program Period.

Alpaca reserves the right to withhold, delay, or void your participation in the Coin Pairs Promotion for suspected fraud or non-compliance with these Terms and Conditions or your agreement with Alpaca and/or its affiliates as a customer thereof. If you believe you have been charged trading fees in error, you may contact Alpaca at [support@alpaca.markets](mailto:support@alpaca.markets). Alpaca’s decision with respect to any dispute regarding trading fees shall be final. Any fraud or non-compliance discovered by Alpaca may result in Alpaca Crypto suspending or terminating your account(s), your participation in the Coin Pairs Promotion, and/or your access and use of the Alpaca and/or its affiliate websites, and any other remedies available to Alpaca under applicable law and/or under your agreements with Alpaca and any of its affiliates.

You are solely responsible for maintaining your Alpaca Crypto account in compliance with your customer agreement(s) with Alpaca and its affiliates.

## **III. Suspension or Termination of Your Account**

Without notice to you, Alpaca reserves the right to suspend and/or terminate your participation in the Coin Pairs Promotion if Alpaca determines in its sole discretion that you have violated these Terms and Conditions, or that the use of your account(s) is or are unauthorized, deceptive, fraudulent, or otherwise unlawful. Alpaca’s affiliates may, in their sole discretion, suspend, cancel, or combine accounts that appear to be duplicative. In addition, each of Alpaca’s affiliates may close, deactivate or block access to your account with such affiliate in their sole discretion in accordance with the terms of your customer agreement(s) with such affiliate.

Alpaca may prohibit an Eligible Customer from participating in the Coin Pairs Promotion or receiving a Reward if, in its sole discretion, it determines that such Eligible Customer is attempting to undermine the legitimate operation of the Coin Pairs Promotion by cheating, hacking, deception, or other unfair or improper conduct.

## **IV. Termination of the Coin Pairs Promotion; Amendment to the Terms and Conditions**

The Coin Pairs Promotion shall expire upon expiration of the Program Period. In addition, Alpaca may suspend or terminate the Coin Pairs Promotion at any time in its sole discretion, including, without limitation, if the Coin Pairs Promotion is not capable of running as planned for any reason, including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other cause beyond the control of Alpaca which, in the sole opinion of Alpaca, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Coin Pairs Promotion. Upon expiration or termination of the Coin Pairs Promotion, standard trading fees will apply. Alpaca reserves the right to amend these Terms and Conditions at any time without notice. Please check back frequently.

## **V. Tax Liability**

Consult with your tax advisor about the appropriate tax treatment for this Coin Pairs Promotion and any tax implications associated with receipt of a Reward before participating. You are solely

responsible for any and all tax liability, including disclosure, resulting from your usage of, and participation in, the Coin Pairs Promotion. Alpaca does not take responsibility for any taxes related to promotion offered hereunder.

## **VI. Disclaimer**

Participation in the Coin Pairs Promotion does not constitute a solicitation of a security or a recommendation to buy, sell, or hold any given security. Alpaca and its affiliates do not provide investment advice and do not hereby recommend any security or transaction. This is not an offer or solicitation in any jurisdiction where Alpaca or its affiliates are not authorized to do business.

Alpaca does not offer any warranties, and disclaims all warranties, express or implied, with regard to the Coin Pairs Promotion. All services are provided to registered users “as is” and without warranty. Alpaca does not guaranty that its websites will be free of errors or interruptions. Alpaca reserves the right to correct all typographical and other written errors, including trading fees. Neither Alpaca nor any of its affiliates assumes any liability or responsibility for any damages due to such errors, interruptions, or a member’s inability to access the Alpaca websites.

## **VII. Indemnification**

Eligible Customers hereby release, discharge, and agree to indemnify and hold harmless Alpaca, its affiliates, and its and their respective officers, directors, owners, employees, members, managers, agents, licensees, contractors, representatives, successors, and assigns from and against any liabilities, damages, injuries, losses, costs, or expenses incurred as a direct or indirect result of the Coin Pairs Promotion.

## **VIII. Binding Arbitration**

Notwithstanding anything to the contrary in your other agreement(s) with Alpaca and its affiliates, in the event of a dispute arising under or relating to these Terms and Conditions or the Coin Pairs Promotion (each, a “**Dispute**”), either you or Alpaca (each a “**Party**”) may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“**FAA**”). Any election to arbitrate, at any time, shall be final and binding on the other Party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS (formerly known as Judicial Arbitration & Mediation Services) pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and

procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). Each Party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the State of New York. The Parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The Parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration.

### **IX. Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the Dispute between Alpaca and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST ALPACA ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### **X. General Information**

The Coin Pairs Promotion is governed by and subject to all applicable federal, state, and local laws. Your brokerage account (and thus your Coin Pairs Promotion participation) is personal to you and may not be sold, transferred, or assigned to, or shared with, third parties, or used by you for any commercial purpose.

If you have questions regarding the Coin Pairs Promotion or these Terms and Conditions, please contact Alpaca at [support@alpaca.markets](mailto:support@alpaca.markets).

Nothing in these Terms and Conditions limits Alpaca from exercising any legal rights or remedies that it may have.