



# SoFi Crypto Account Agreement

Effective as of November 10, 2025

**SECTION X OF THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION WITHIN NINETY (90) DAYS AFTER ACCOUNT OPENING.**

## ***Welcome to SoFi Crypto!***

This SoFi Crypto Account Agreement (the “SoFi Crypto Agreement” or “Agreement”) is a legally binding contract between you and SoFi Bank, National Association (“SoFi Bank,” “we,” “our,” or “us”). It governs your use of the below-described services we make available, including buying, selling, and holding Supported Digital Assets (defined below) and any additional services we may add in the future (collectively, the “Digital Asset Services” or “Services”).

This SoFi Crypto Agreement works together with, and incorporates by reference, the following documents: [SoFi Terms of Use Agreement](#), [ESign Consent to use Electronic Records and Signatures](#), [GLBA Privacy Notice](#), [SoFi Privacy Policy](#), [Dispute Resolution Agreement](#), and eCBSV Agreement (together, the “Additional Terms”). If there is a conflict between this SoFi Crypto Agreement and any of the Additional Terms, the terms of this SoFi Crypto Agreement control.

You can access the Services through the SoFi website (located at [www.sofi.com](http://www.sofi.com)), the SoFi mobile application (the “SoFi App”), and any other channels (such as phone, email, or additional websites) we may designate from time to time (collectively, the “SoFi Platform”).

***By using the Services, you acknowledge that you have read, understood, and agreed to this Agreement as if you had signed this document with pen and ink. If you do not agree, you may not use the Services.***

We may amend this Agreement at any time by posting the revised version to the SoFi Platform or sending you a copy electronically. Amendments shall be effective when posted and will not apply retroactively. If you continue using the Services after an amendment, you accept and agree to the amended terms of the Agreement. If you do not agree, your sole and exclusive remedy is to stop using the Services and close your Account.

Questions? Please contact us via the SoFi Platform or reach us at [info@sofi.org](mailto:info@sofi.org).



# I. Eligibility and Account Creation

## A. Eligibility

To open an account with us (a "SoFi Crypto Account" or "Account"), you must:

- Be a United States citizen, permanent resident, or other lawful resident of one of the fifty (50) states or the District of Columbia;
- Be at least 18 years of age;
- Have a valid Social Security number or Individual Taxpayer Identification Number ("TIN"); and
- Have a physical residential street address in the United States (no P.O. Boxes).

Accounts are available only to individuals. Accounts may not be opened or titled jointly or in the name of a company, fiduciary, estate, organization, or other legal entity.

## B. Registration

When you apply for a SoFi Crypto Account, you must complete our verification procedures. By registering, you agree and represent that the Account is created and will be used only for yourself and not on behalf of any third party. You are fully responsible for all activity on your Account.

We may decline to open an Account, or suspend, restrict, or close any Account, in our sole discretion and without prior notice, including if we believe it is being misused or used in violation of this Agreement.

To timely receive statements and important information regarding your Account, you must ensure that contact information you provided, including your phone number, email address, physical address, and mailing address, remain current at all times. You agree to promptly update the "My Profile" section of your Account to reflect any changes to your contact information. You also must ensure that the device you use to access your Account will permit you to receive, open, and view (and if desired, store and print) information we will send to you by email or otherwise.

Since our ability to deliver account security alerts and other important information is directly contingent on the accuracy and validity of your contact information, if your contact information remains invalid for a period of ten (10) days or more, we reserve the right to suspend your Account until you have provided, and we have verified to our satisfaction, your updated contact information. If you fail to provide updated contact information within a reasonable time after a request, we reserve the right in our sole discretion to close and terminate your Account in accordance with the procedures set forth herein.



## C. Consent to Identity Verification

When you open an Account, or at any time as we deem necessary, you agree to provide the information we request for purposes including identity verification, providing Services to you, and detecting and preventing money laundering, terrorist financing, fraud, or other financial crimes. You also permit us to keep a record of such information.

The information we request may include personal information such as your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your Connected SoFi Account (defined below). Where permitted by law, we may also request certain sensitive information, such as biometric identifiers.

You consent to SoFi Bank accessing, processing, and retaining any personal information you provide for the purposes of operating your SoFi Crypto Account and delivering the Services. This consent does not limit your rights or our obligations under applicable privacy or data protection laws. You may withdraw your consent at any time by closing your SoFi Crypto Account. However, we may continue to retain and process your information if we reasonably believe doing so is necessary to comply with applicable law, regulation, or regulatory guidance.

By providing us with this or any other requested information, you represent and warrant that the information is accurate and authentic, and you agree to promptly update us if any of the information changes. You authorize us to make inquiries, directly or through third parties, that we consider necessary to verify your identity or protect against fraud or other financial crimes, and to take any action we reasonably deem necessary based on the results of such inquiries. In connection with such inquiries, you acknowledge and agree that your personal information may be shared with credit bureaus, fraud prevention agencies, financial crime agencies, or similar service providers, and that these entities may respond to our inquiries in full. Such checks are for identity verification purposes only and should not adversely affect your credit rating.

You authorize SoFi Bank to obtain copies of your consumer and credit reports in compliance with regulatory requirements at our discretion, at any time, for reasons including, but not limited to: (i) to collect a debit balance or any amount owed in connection with your Account; (ii) to investigate, detect, and prevent fraud involving you or your Account; (iii) to solicit you for any other financial products and services offered by SoFi Bank or its affiliates; or (iv) assisting SoFi Bank in evaluating whether to open, close, or suspend your Account, or for any other lawful purpose.

We reserve the right at all times to monitor, review, retain, and disclose information as necessary to comply with applicable laws, regulations, sanctions programs, legal processes, or governmental requests. In addition, you authorize your wireless carrier to share information about your account and device with SoFi Bank or our service providers, solely to help us verify your identity, prevent fraud, and protect your account.



Please review our [Privacy Policy](#) for more details about how we process your personal information and the rights available to you under applicable laws.

## 1. Important Information Needed to Open New Accounts

You acknowledge that this Agreement and your Account may be subject to U.S. economic sanctions and embargo laws, including, but not limited to, the Trading With the Enemy Act, and the International Emergency Economic Powers Act, orders and regulations issued pursuant to those acts, and similar laws, violations of which may be subject to U.S. civil and criminal penalties. You specifically represent and warrant that you have not been designated by the U.S. Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person, that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as agent of any such person. You further represent and warrant that you are not employed by, acting as agent of or partially owned or controlled by a government, a government-controlled entity, or a government corporation except as you have indicated on your Account application.

## II. Your SoFi Crypto Account

### A. Nature of the Account

Your SoFi Crypto Account enables you to use the Digital Asset Services, which include purchasing and selling Supported Digital Assets and such other services that may be offered by SoFi Bank or its affiliated companies from time to time.

***Your SoFi Crypto Account is not a deposit account or a bank account. Digital Assets in your SoFi Crypto Account are not insured or otherwise protected by Federal Deposit Insurance Corporation ("FDIC") or Securities Investor Protection Corporation ("SIPC") or the protections of any comparable organization anywhere in the world.***

Your SoFi Crypto Account may only be used for personal, family, or household purposes and cannot be opened or used for business purposes. You agree not to use your Account for business purposes. We may close your Account if we determine it is being used for business purposes.

### 1. Account Creation

There are no fees to open a SoFi Crypto Account and there are no monthly maintenance fees.

To create a SoFi Crypto Account, you must initially have a SoFi Checking or Savings Account offered by SoFi Bank (each, a "Connected SoFi Account"). In the future, SoFi may permit additional Connected SoFi Accounts offered by SoFi Bank or one of its affiliates.



If you do not have a Connected SoFi Account, we will prompt you to open one during onboarding.

## 2. Funding to and from Connected SoFi Accounts

To use the Services to buy Supported Digital Assets, if you do not already have sufficient funds in your SoFi Crypto Account, you must fund the transaction by transferring U.S. Dollars from one of your Connected SoFi Accounts. Upon funding, your U.S. Dollars will be converted into a U.S. Dollar–denominated stablecoin that is intended to maintain a 1:1 peg to the U.S. Dollar through backing by U.S. Dollar reserves or cash equivalents. Initially, this stablecoin is USD Coin (“USDC”) issued by Circle Internet Financial, LLC (“Circle”), but we may support other comparable U.S. Dollar stablecoins in the future as identified on the SoFi Platform. You must have a Connected SoFi Account to fund your SoFi Crypto Account with U.S. Dollars for conversion into such stablecoin. You acknowledge and agree that stablecoins, including USDC or any other U.S. Dollar–denominated stablecoin supported by SoFi Bank, are not issued by SoFi Bank, are not insured by the Federal Deposit Insurance Corporation (“FDIC”) or any other governmental agency, are not guaranteed to maintain parity with the U.S. Dollar, and may lose value or become illiquid.

To withdraw or redeem funds from your SoFi Crypto Account, you must redeem the stablecoin balance held in your SoFi Crypto Account, which will be converted to U.S. Dollars and transferred to one of your Connected SoFi Accounts. Initially, transfers of value between SoFi accounts will be limited to stablecoin transfers originating from the SoFi Crypto Account and converted back to U.S. Dollars upon deposit into your Connected SoFi Account. Connected SoFi Accounts presently include only SoFi Bank checking and savings accounts, but if the definition of Connected SoFi Accounts is expanded in the future to include accounts offered through SoFi Invest (such as brokerage accounts offered by SoFi Securities LLC), you hereby authorize SoFi Bank and its affiliates to initiate and receive such transfers in accordance with your instructions. If you do not have a Connected SoFi Account, you must open one to redeem or withdraw funds from your SoFi Crypto Account.

We do not make any guarantees about the amount of time it takes to transfer funds to or withdraw from your SoFi Crypto Account. The time frame may depend upon the performance of third parties, including third-party financial institutions or payment services.

We may, at any time and without notice, reject or impose limits on a transfer of funds to or a withdrawal of funds from your SoFi Crypto Account (for example, limitations on magnitude and frequency).

To enable transfers to and from your Connected SoFi Accounts:



- You authorize and instruct SoFi Bank to transfer funds from your applicable Connected SoFi Account to your SoFi Crypto Account and to convert such funds into stablecoin in accordance with this Agreement;
- You authorize and instruct SoFi Bank to transfer funds from your SoFi Crypto Account into your applicable Connected SoFi Account at your instruction;
- You further authorize SoFi Bank and any current or future affiliate offering a Connected SoFi Account, including any affiliate that may in the future offer SoFi Invest or SoFi Money accounts, to process and accept related transfer and funding instructions as described in this Agreement;
- You acknowledge that SoFi Securities LLC is not involved in the purchase, sale, execution, custody, or trading of Digital Assets, any brokerage services provided by SoFi Securities LLC are distinct and separate from any services provided by SoFi Securities LLC under this Agreement, and SoFi Securities LLC will only facilitate transfers of funds as described if and when its accounts become eligible Connected SoFi Accounts; and
- You acknowledge that your SoFi Crypto Account is separate from any Connected SoFi Account and that assets in your SoFi Crypto Account are not held in your Connected SoFi Accounts.

You may revoke these authorizations at any time by closing your SoFi Crypto Account.

## B. Our Relationship to You

This Agreement does not create, and shall not be construed as creating, a fiduciary, advisory, brokerage, trust, custodial-trust, or other special relationship between you and SoFi Bank. We do not provide investment, tax, legal, or other professional advice in connection with your use of the Services. You agree not to rely on any statement, communication, or content made available through the Services or the SoFi Platform as a recommendation, solicitation, or guidance regarding any transaction, investment, tax matter, or similar issue.

Nothing in these Terms shall be deemed or intended to create a partnership, joint venture, or other association for profit between you and SoFi Bank.

The specific nature of our relationship with you may vary depending on the particular Digital Asset Services you use, as described in Section III below.

## III. The Digital Asset Services

### A. Digital Assets and Supported Digital Assets

A "Digital Asset" means any digital representation of value that is recorded on a cryptographically-secured distributed ledger.



You may use the Services to custody or transact only in certain Digital Assets that we support ("Supported Digital Assets"). Supported Digital Assets are identified on the SoFi Platform and in your SoFi Crypto Account.

***Supported Digital Assets and related features may vary by jurisdiction and may be added, modified, or removed at any time in our discretion. We may begin or discontinue support for any Digital Asset or network functionality with or without notice (subject to applicable law and regulatory guidance).***

If we discontinue support for a Digital Asset, we may take steps we deem necessary to wind down support, including canceling your trade instructions and requiring you to remove the discontinued asset from your Account within a reasonable period of time.

We are not responsible to you for discontinuing support for a Digital Asset, and you acknowledge and agree that we will not be liable for any direct or indirect losses, damages, or costs arising from any actions or inaction we may take under this Agreement in connection with discontinuing support.

## B. Your Wallet

SoFi Bank provides a custodial, hosted wallet (your "Digital Asset Wallet" or "Wallet") for holding Supported Digital Assets within your SoFi Crypto Account.

Your Wallet lets you hold, view, and manage your balances of Supported Digital Assets.

### 1. Storage; Key Management

SoFi Bank directly stores a majority of the private keys to your Wallet using a combination of offline ("cold") and online ("hot") methods. We may appoint a sub-custodian to hold a minority of keys for resiliency and backup. A majority threshold of keys is required to authorize movements from your Wallet.

Our security procedures may require retrieving materials from cold storage, which may cause a delay in the initiation or crediting of a transfer or transaction.

For safekeeping and efficient operations, we will use shared blockchain addresses controlled by SoFi Bank to hold Supported Digital Assets for customers (and, in some cases, for our operational assets). We maintain separate internal ledgers for each Account, but we are not obligated to assign you a unique, segregated on-chain address. Use of omnibus blockchain addresses does not affect your entitlement to your Supported Digital Assets as recorded on our internal systems.

We may hold Supported Digital Assets across multiple networks or representations, such as "Layer 2" networks, alternative "Layer 1" networks, or sidechains (collectively, "Alternative Networks"). We may transfer Digital Assets off a primary network to shared addresses we



control or to an Alternative Network in a compatible form. You acknowledge and agree that all supported forms of the same Digital Asset (including wrapped versions) may be treated as fungible and equivalent to one another for purposes of custody and availability through the Services. The creation, redemption, or operation of wrapped or bridged assets and the maintenance and security of Alternative Networks are typically managed by unaffiliated third parties or are subject to decentralized control and are outside of SoFi Bank's control. Alternative Networks and wrapping protocols may be subject to software vulnerabilities, smart-contract exploits, governance failures, or loss of collateral backing that could result in the loss, de-pegging, or unavailability of the wrapped asset or its underlying Digital Asset.

## 2. Custody and Ownership

All Supported Digital Assets held in your Wallet are custodial assets held by SoFi Bank for your benefit. Under UCC Article 8, the Supported Digital Assets are not general assets of SoFi Bank and are not available to satisfy claims of creditors of SoFi Bank.

You have an ownership interest in the Supported Digital Assets held in your Wallet.

SoFi Bank provides safekeeping—not trust or fiduciary—custody services with respect to Supported Digital Assets. The assets are not SoFi Bank's property and are not loaned to us. In the event of an insolvency or receivership of SoFi Bank, the treatment of Digital Assets may be subject to applicable insolvency law and regulatory interpretation, and recovery could be limited to the extent assets are not fully segregated or identifiable. As the owner of the Supported Digital Assets in your Wallet, you bear the risk of market and protocol loss. We are not liable for fluctuations in value or related losses.

We will not sell, transfer, loan, pledge, hypothecate, or otherwise alienate or encumber the Supported Digital Assets held in your Wallet except as required by law or as expressly permitted in this Agreement, or pursuant to your instructions. We will not grant a security interest, lien or other encumbrance in Supported Digital Assets held in your Wallet, except as required by law, regulation, or court order.

You acknowledge that, as a custodian, we may control the private keys needed to access and transfer Supported Digital Assets solely to provide custody, transaction, and security services on your behalf.

Notwithstanding the foregoing, you expressly authorize SoFi Bank, solely for the limited purpose of facilitating a purchase or sale of Supported Digital Assets pursuant to your specific instruction, to act as riskless principal and, if necessary, to take temporary title to such assets in order to settle your transaction. Such temporary holding of title is solely for transaction settlement and does not constitute a trust, fiduciary, or investment advisory relationship. Any such transfer of title will occur only to the extent and for the duration necessary to consummate the transaction, and immediately thereafter title to the resulting Supported Digital Assets (or, as applicable, the fiat or stablecoin proceeds) will vest in you. At no time will these temporary





transfers give rise to any property or ownership interest of SoFi Bank beyond what is strictly required to complete the transaction. Except as set forth in this paragraph, you retain an ownership interest in the Supported Digital Assets held in your Wallet.

Any credit to your account for Digital Assets prior to our actual receipt or settlement of such assets is provisional and subject to reversal if the transaction is not completed. Beneficial ownership does not transfer until final settlement occurs and the asset has been received into custody.

### 3. Application of the New York Uniform Commercial Code

To the extent permitted by applicable law, the safekeeping relationship between you and SoFi Bank with respect to Supported Digital Assets shall be governed by Article 8 of the New York Uniform Commercial Code in effect from time to time (“UCC”). You and SoFi Bank expressly agree that, for purposes of Article 8 and any other applicable law, your Supported Digital Assets constitute “financial assets,” SoFi Bank acts as a “securities intermediary,” and you have a “securities entitlement” in those financial assets. Under this framework:

- Your Supported Digital Assets will be treated as “financial assets”;
- SoFi Bank will act as a “securities intermediary”;
- Your rights with respect to the Supported Digital Assets will constitute a “securities entitlement”;
- You will be deemed an “entitlement holder”; and
- Your Crypto Account will constitute a “securities account.”

This Agreement sets forth the terms by which SoFi Bank shall satisfy each of its duties under Article 8 of the UCC.

Each of the foregoing terms is used solely as defined in Article 8 of the UCC. These definitions are intended to apply exclusively for purposes of Article 8 and the rights and obligations arising from the custodial relationship between you and SoFi Bank. For clarity, this characterization does not mean, and should not be construed to mean, that any Supported Digital Asset is a “security” under federal or state securities laws, or that SoFi Bank is acting as a broker, dealer, clearing agency, or fiduciary.

You and SoFi Bank further agree that this Article 8 treatment governs the legal characterization of your rights in respect of Supported Digital Assets held by SoFi Bank, notwithstanding any contrary provision of law of any other jurisdiction.

New York will be the securities intermediary’s jurisdiction with respect to SoFi Bank, and New York law will govern all issues addressed in Article 2(1) of the Hague Securities Convention.



#### 4. Set Off

You agree that, unless prohibited by applicable law, SoFi Bank may, without prior notice, apply or set off any funds, credits, or assets in any account you maintain with SoFi Bank or any of its affiliates (including any SoFi Money, Checking, Savings, or Crypto Account) against any and all obligations, indebtedness, or liabilities you owe to SoFi Bank or its affiliates, whether direct or indirect, absolute or contingent, now existing or hereafter arising (the “Right of Set-Off”). We may use this Right of Set-Off without giving you any notice (unless notice is required by applicable law) and without going through any legal processes or court proceedings.

This Right of Set-Off applies to all assets and funds of yours in our possession or control, including (i) any fiat funds in your SoFi Bank deposit accounts, and (ii) any securities entitlements you have in Supported Digital Assets credited to your SoFi Crypto Account, as those terms are used in Article 8 of the UCC. To the extent necessary to exercise the Right of Set-Off, SoFi Bank may instruct that your securities entitlement be liquidated and that the resulting proceeds be converted to U.S. Dollars at then-prevailing market rates.

SoFi Bank may exercise the Right of Set-Off or enforce a security interest without prior notice or demand and without legal process, except where notice is required by applicable law.

The Right of Set-Off does not apply to (a) IRAs or tax-advantaged accounts such as Health Savings Accounts or Coverdell Education Savings Accounts; (b) debts arising solely from consumer credit transactions under a credit-card plan; or (c) assets or funds held by you solely in a representative or fiduciary capacity.

We may also place a hold or restriction on any of your Accounts if we have or reasonably anticipate a claim against you or intend to exercise our Right of Set-Off. During any such hold, withdrawals or transfers (including Digital Asset transfers) may be restricted.

In addition to the Right of Set-Off, you hereby grant to SoFi Bank a continuing first-priority security interest in (i) all funds and deposit accounts you maintain with SoFi Bank, and (ii) all of your securities entitlements and related financial-asset credits maintained by SoFi Bank as your securities intermediary under UCC Article 8, together with all proceeds thereof, as collateral securing all obligations or indebtedness you owe to SoFi Bank or its affiliates, whether existing now or arising in the future. The security interest attaches only to your securities entitlement and related rights against SoFi Bank, and does not constitute a transfer of ownership of the underlying Digital Assets credited to your Account.

If SoFi Bank or any of its affiliates incur any obligations or indebtedness in connection with any transaction executed for your Account, as a result of the insolvency, bankruptcy or otherwise, of any counterparty to any transaction, such obligations and indebtedness shall be deemed to be incurred by you to SoFi Bank and any applicable affiliate and to have continued in existence and shall continue to be effective or be reinstated against you. We and our affiliates shall be entitled to all remedies under applicable law (including set-off and enforcement of security interests) with respect to such obligations and indebtedness.



These rights and security interests shall survive any termination of this Agreement or closure of your Account.

## 5. Unsupported Digital Assets

***You acknowledge and agree that you will not use your Digital Asset Wallet to store, request, or receive any assets that are not expressly supported by SoFi Bank (“Unsupported Digital Assets”). You further acknowledge and agree that we have no obligation to store or secure Unsupported Digital Assets and we are not liable for any Unsupported Digital Asset that is sent to or otherwise associated with your Wallet. Unsupported Digital Assets include Forks and Airdrops (defined below).***

## C. Stablecoin; Buy and Sell Transactions

### 1. USDC

Your SoFi Crypto Account does not hold U.S. Dollars (or “fiat”). When you fund your SoFi Crypto Account with U.S. Dollars through a Connected SoFi Account, those funds are converted into a U.S. Dollar–denominated stablecoin, currently USDC issued by Circle. Other comparable U.S. Dollar stablecoins may be supported in the future as identified on the SoFi Platform. SoFi Bank is not the issuer of USDC, does not hold reserves for USDC or any other supported stablecoin, and has no obligation to redeem, repurchase, or convert such assets into U.S. Dollars except as expressly provided in Section II.A.2 (Funding to and from Connected SoFi Accounts). SoFi Bank is not affiliated with Circle and issuance and redemption of USDC are outside of SoFi Bank’s control and depend on Circle’s actions, omissions, or failures. You agree to be bound by the terms of the Circle USDC User Agreement (located at <https://www.circle.com/legal/usdc-terms>) or any successor agreement applicable to USDC, as such terms govern issuance and redemption by Circle and related obligations.

Unless otherwise stated, the price of Supported Digital Assets on the Services will be denominated in the applicable supported stablecoin.

### 2. Types of Transactions

The following types of transactions are available through the Services:

- Buy a Supported Digital Asset using the applicable U.S. Dollar-denominated stablecoin held in your SoFi Crypto Account; or
- Sell a Supported Digital Asset and receive the applicable supported stablecoin credited to your SoFi Crypto Account.

We may, in our discretion and without notice except as required by law, add, modify, or remove transaction types or trading features (including the ability to use additional stablecoins, fiat-denominated pairs, or other settlement assets) from time to time. Any new or modified



transaction type made available through the Services will be deemed a “Supported Transaction” and governed by this Agreement, unless otherwise specified in supplemental terms made available on the SoFi Platform.

### 3. Types of Orders

To conduct a transaction, you must submit an order through the Services. Initially, only Market Orders are available. Additional order types, including Limit Orders, may be made available in the future as described below or otherwise notified to you through the SoFi Platform.

- A “Market Order” is an order to buy or sell a Supported Digital Asset at the price then available through the Services, with the intent that the order will execute as soon as reasonably possible. Before you place a Market Order, the Services will display a quoted price with estimated fees. We reserve the right to cancel any Market Order not confirmed within 30 seconds. By confirming a Market Order, you agree to pay or receive the quoted price, less any fees actually incurred, if the Market Order is executed. You acknowledge and agree that Market Orders may not always execute in full or in part or may be canceled if execution at the quoted price is not possible after you confirm the order (for example, due to sudden price fluctuations, market volatility, market latency, or inability to find a counterparty for your transaction).
- When available, a “Limit Order” will allow you to buy or sell a Supported Digital Asset at a specific price you set. A Limit Order will execute only at the price you specify (or better) and will remain open in accordance with the time-in-force parameters applicable to that order type, as displayed or described in the Services when you place the order. You acknowledge and agree that a Limit Order may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price you specify, or if it expires or is canceled under the applicable time-in-force parameters.

We may, from time to time and without notice except as required by law, introduce, modify, or discontinue order types or related functionality. Any new or modified order type made available through the Services will be deemed a “Supported Order” governed by this Agreement.

### 4. Order Execution

When you submit an order, you authorize us to execute the transaction in accordance with your instructions and to charge applicable fees, spreads and taxes. We will choose the execution method, venue, counterparty, and broker, if any, in our sole good faith discretion in accordance with this Agreement, and we do not act as your broker, agent, or fiduciary in connection with order execution.

- You cannot cancel a confirmed Market Order.
- You may cancel a Limit Order until it has been executed, expired or otherwise canceled in accordance with its applicable time-in-force parameters.
- We do not guarantee any order will execute in whole or in part at any particular time or price.



- You may not reverse or cancel a completed or pending transaction. All Transactions are final and non-refundable except as otherwise provided in this Agreement.

We will provide you with confirmation of successfully executed transactions.

Proceeds from a successfully executed transaction (either the Supported Digital Asset or the applicable supported stablecoin, as applicable), will be credited to your SoFi Crypto Account, less any applicable fees, taxes, or spreads. We may receive compensation from fees and spreads in connection with your transactions. Any credit to your account for Digital Assets prior to our actual receipt or settlement of such assets is provisional and subject to reversal if the transaction is not completed. Beneficial ownership does not transfer until final settlement occurs and the asset has been received into custody.

## 5. Restrictions; Reversals; Cancellations

We reserve the right to reject, cancel, correct, claw back, or reverse any order or transaction in our sole discretion including, without limitation, (i) in response to subpoena, court order, or other government order; (ii) if we suspect the transaction may: involve unlawful activity, money laundering, terrorist financing, fraud, or any other type of financial crime; (iii) if we or one of our liquidity providers cancels a transaction or otherwise deems that a transaction is erroneous or inconsistent with the prevailing price at the time of execution; (iv) in the event of system error, operational issue, or pricing irregularity; or (v) if the transaction otherwise violates this Agreement or applicable law. In any such instance, we may reverse or cancel the transaction and are under no obligation to reinstate an order at the same price or on the same terms as the canceled or reversed transaction.

We may, at any time and without notice, impose transaction limits, including but not limited to minimum or maximum buy and sell order sizes, transfer limits, frequency limits, or aggregate transaction volume or value limits, or restrict specific Supported Digital Assets or stablecoins, as we determine appropriate for risk management, compliance, or operational reasons.

## 6. Rounding

Supported Digital Asset amounts (including any supported stablecoin) may be rounded to a practicable number of decimal places per asset at our discretion or as required by network, protocol or system limitations. Due to such rounding, the exact amount of Supported Digital Assets or stablecoin that you bought or sold may be slightly greater or less than the amount of the order you submitted.



## D. Digital Asset Transfers

### 1. Overview

A “Digital Asset Transfer” is a transfer of Supported Digital Assets between your Wallet and an external source (such as another hosted wallet or a self-custodied address). Digital Asset Transfers may be subject to network conditions, transaction fees, and processing times determined by the applicable blockchain network, which are outside of SoFi Bank’s control.

### 2. Transfer Settlement

When a Digital Asset Transfer is submitted to a blockchain network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient to allow confirmation of the transaction by the Digital Asset network. A Digital Asset Transfer is not complete and has not settled while it is in a pending state. In permissionless blockchains, settlement can be probabilistic, meaning that the probability of a transaction being revoked or reversed converges to zero but never fully reaches it as time progresses. Pending Digital Asset Transfers will not be available for you to use while the transaction is pending. You acknowledge that SoFi Bank has no ability to accelerate, modify, or reverse any transaction once it has been broadcast to a blockchain network.

### 3. Inbound Digital Asset Transfers

When initiating an inbound transfer, you are solely responsible for:

- Using the correct destination address for the transfer;
- Sending only a Supported Digital Asset;
- Using and conforming the Digital Asset Transfer to the correct blockchain protocol; and
- Paying sufficient network fees.

SoFi Bank incurs no obligation whatsoever with regard to:

- Unsupported Digital Assets;
- Supported Digital Assets sent via an incompatible network or address; or
- Digital Asset Transfers sent with insufficient network fees or incomplete network confirmations.

***If you send Unsupported Digital Assets or Supported Digital Assets in a manner incompatible with the Digital Asset network, then you will lose those Digital Assets.*** For example, if you select an Ethereum wallet address to receive funds, and you send Bitcoin to that address, then you will lose your Bitcoin.

For some lost Digital Assets, SoFi Bank may in its sole discretion offer an optional recovery attempt without any assurance of success. If we agree to attempt recovery, we may charge fees to process the recovery at your request. We do not evaluate the authenticity, safety, or security



of Unsupported Digital Assets. You acknowledge and agree that we are not liable for any loss incurred during the recovery attempt or subsequent use of the recovered Digital Asset.

We may, at any time and in our sole discretion, require you to provide additional information, documentation, or verification regarding the source, ownership, or purpose of any Supported Digital Assets you seek to transfer to your Account, including information necessary for us to satisfy legal, regulatory, or compliance obligations (such as anti-money laundering, sanctions, or fraud prevention requirements). We are not obligated to accept any inbound transfer of Supported Digital Assets and may delay, suspend, or reject any transfer for any reason, including if we believe it may violate applicable law, this Agreement, or our internal risk management or compliance policies. Any such delay or rejection may occur without prior notice. We will not be liable for any losses, delays, or failure to complete a transfer arising from such actions.

#### 4. Outbound Digital Asset Transfers (Subject to Availability)

***You cannot send Supported Digital Assets to an external address not hosted by SoFi Bank at this time.***

To withdraw value from your Account, you must sell your Supported Digital Assets for or the applicable supported stablecoin and redeem that stablecoin to a Connected SoFi Account, which will be credited in U.S. Dollars.

If and when outbound transfers become available, when you send Supported Digital Assets from your Account to an external wallet, such transfers are executed pursuant to your instruction by SoFi Bank and cannot be reversed. You are fully responsible for verifying that you have provided accurate information for all outbound Digital Asset Transfers. SoFi Bank shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address, select an incorrect network, or send Supported Digital Assets to an incompatible wallet.

SoFi Bank has no control over an outbound Digital Asset Transfer once it has been broadcast to the blockchain network. SoFi Bank cannot guarantee that the Digital Asset Transfer will be confirmed by the network. SoFi Bank may cancel or refuse to process any pending outbound Digital Asset Transfers as required by law or any court or other authority to which SoFi Bank is subject in any jurisdiction.

We may, at any time and in our sole discretion, require you to provide additional information, documentation, or verification regarding the source, purpose, and destination of any transfer from your Account, including information necessary for us to satisfy legal, regulatory, or compliance obligations (such as anti-money laundering, sanctions, or fraud prevention requirements). We may delay, suspend, or reject any transfer without prior notice for any reason, including if we believe it may violate applicable law, this Agreement, or our internal risk management or compliance policies. We will not be liable for any losses, delays, or failure to



complete a transfer arising from such actions, from network congestion, or from other events beyond our reasonable control.

## E. Fees

By using the Services, you agree to pay all applicable fees and any spread that may be included in the transaction price. Current fees are disclosed in the [SoFi Crypto Fee Sheet](#), which we may update from time to time. We reserve the right to change applicable fees and spreads at any time in our sole discretion and as permitted by law. You will see the final, all-in price for each transaction, inclusive of pricing, fees, and spreads, when you authorize the transaction and again on your receipt.

We may charge network fees to process a Digital Asset Transfer pursuant to your instruction. We will calculate the network fee at our discretion and disclose it at or before the time you authorize the transfer.

You authorize us to charge or deduct Supported Digital Assets (including any supported stablecoin) held or reflected in your Account to cover any applicable fees, network fees, or spreads.

Please note that U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers. For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a TIN from the primary owner of each account that earns reportable income. For Non-U.S. persons, the Form W-8BEN is how we document tax residency, obtain a Taxpayer Identification Number ("TIN") and obtain other required information. Until we have received the applicable tax form and TIN, we may be required to apply backup withholding to certain reportable payments or income credited to your account. Backup withholding, if applied, is remitted to the IRS and may be refundable to you when you file your tax return. SoFi Bank does not provide tax advice, and you should consult your tax advisor regarding your personal tax situation.

## IV. Limited License

SoFi Bank or its licensors own all content included in or made available through the Digital Asset Services, including text, graphics, images, data compilations, price and market data, software, and other materials and information (the "Content"). The Content is protected by United States and international intellectual property laws and other applicable proprietary rights.

We make the Services and the associated Content available to you for your own use in connection with your Account and the Digital Asset Services. You may not copy, imitate, modify, distribute, frame, reproduce, republish, create derivative works from, download, display, perform, post, transmit, transfer, license, sell, or otherwise use the Content without our prior





written consent or except as expressly permitted under this Agreement. You may also not use any trademarks, service marks, or other identifiers of SoFi Bank or its affiliates without prior written consent.

We can revoke your license to use the Content at any time for any reason and without prior notice. You do not have or acquire any rights to the Digital Asset Services or Content beyond this limited, revocable license.

## V. Risks and Disclosures

You represent that you have read, understood, and agreed to the [SoFi Crypto Risk Disclosure](#), which is incorporated herein by reference and may be updated by SoFi Bank from time to time without advance notice to reflect evolving market, regulatory, and operational risks. The most current version will govern your use of the Services. Some of those risks are included in this Agreement below for your convenience only and do not replace the full SoFi Crypto Risk Disclosure page.

### A. General Risks

Digital Assets are a relatively new type of asset and involve numerous risks, including, but not limited to:

- **Volatility Risk.** The value of Digital Assets is highly volatile and may fluctuate dramatically over short periods of time. You may sustain a complete loss of the value of your Digital Assets.
- **Market Risk.** Digital Asset markets may be thinly traded, subject to fluctuating liquidity, or experience price manipulation. Market depth may be insufficient to support your transactions at favorable prices.
- **Technology Risk.** Digital Assets rely on blockchain protocols, networks, and software that may be subject to defects, bugs, hacks, and operational failures. Blockchain networks may experience congestion or validation delays that postpone or prevent confirmation of your transactions or the reflection of balances in your Account. Blockchain protocols also may undergo forks, rollbacks, or other Network Events (described below) that can affect the value or functionality of your Supported Digital Assets.
- **Custody Risk.** Custody of Digital Assets requires the use of private keys and other cryptographic controls. Loss, theft, or compromise of such keys may result in irreversible loss.
- **Irreversibility of Transactions.** Digital Asset Transfers are generally final and irreversible once broadcast to a blockchain network, even in cases of fraud, error, or unauthorized activity.



- **Cybersecurity Risk.** Digital Assets and related systems are subject to the risk of cyberattacks, including phishing, malware, ransomware, hacking, denial-of-service attacks, “51%” attacks, and exploits of smart contracts or protocols.
- **Third-Party Risk.** Transactions may rely on unaffiliated liquidity providers, market makers, custodians, or other service providers. Their actions, omissions, failures, or insolvency may adversely affect your Digital Assets, and we may depend on third-party technology providers, cloud service operators, or sub-custodians whose outages or failures could temporarily or permanently disrupt access to your Account or the Services.
- **Settlement Risk.** When buying or selling Digital Assets, settlement may involve momentary transfers of title to facilitate the transaction. Delays, counterparty defaults, or other issues may prevent timely or complete settlement.
- **Legal and Regulatory Risk.** Laws, regulations, or government actions governing Digital Assets may change rapidly, be uncertain, or vary across jurisdictions. Such changes may adversely affect the value, legality, or use of your Digital Assets. In addition, regulatory investigations, enforcement actions, or directives may require us to suspend or terminate access to particular Digital Assets, markets, or features without prior notice.
- **Tax Risk.** Transactions in Digital Assets may have significant tax consequences. Buying, selling, transferring, or otherwise transacting in Digital Assets, including stablecoins, may create taxable gains or losses. You are solely responsible for determining and meeting your tax obligations. We do not provide tax advice.
- **Operational Risk.** Access to the Services may be interrupted, delayed, or unavailable due to system failures, software errors, maintenance, cyber incidents, or other events beyond our control. We may suspend or terminate access to specific Services or Digital Assets in our discretion, including in response to network events, market conditions, or legal requirements.
- **Stablecoin Risk.** Stablecoins, including USDC, are not guaranteed to maintain their peg to a reference asset. Issuer failure, loss of reserves, or market disruptions may result in loss of value.
- **No FDIC or SIPC Insurance.** Digital Assets are not bank deposits and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other governmental or private insurance scheme.
- **Loss of Access Risk.** If you lose access to your account, authentication credentials, or contact information, we may be unable to recover your Digital Assets.

You should carefully consider whether our Services are suitable for you in light of your circumstances, risk tolerance, understanding of Digital Assets, and financial situation.

***Your use of the Services is at your own risk. SoFi Bank is not liable to you for any losses you incur arising from such risks.***



## B. Network Events; Forks; Airdrops

Digital Asset protocols and networks can change or be disrupted in ways we do not control ("Network Events"). We do not guarantee the value, safety, functionality, or availability of any Digital Asset protocol or network and are not responsible for any impact such events may have on the Services or on your Supported Digital Assets.

Network Events include, for example:

- "Forks," which are a new version or copy of a network that changes operating rules, transaction history, or other features;
- "Airdrops," which are distributions of Digital Assets to wallets, typically without payment; and
- Other network-related occurrences such as upgrades, rollbacks, reorganizations, burns, token migrations, or consensus changes.

You acknowledge and agree that:

- Network Events may materially affect the value of any Supported Digital Assets you hold;
- We may, in our sole discretion, decline to support a Fork or may suspend, delay, or modify the availability of Services relating to a Fork. If we decline support, you have no right, claim, or entitlement to any assets on that unsupported network ("Forked Assets");
- We may, in our sole discretion, decline to support an Airdrop or any similar network distribution. If we decline support, you have no right, claim, or entitlement to any assets distributed in that event ("Airdropped Assets");
- Our approach to Forked Assets or Airdropped Assets will be determined by us in our discretion and may include taking no action, ceasing support for the affected Digital Asset, or otherwise electing not to make such assets available as part of the Services;
- In most cases, Forked Assets and Airdropped Assets are unlikely to be made available to you through the Services;
- Our ability to deliver Forked Assets or Airdropped Assets may depend on third parties outside our control; and
- We have no obligation to notify you of, or take any action in response to, any Network Event.

***You agree and acknowledge that we are not liable for (i) the design, operation, or performance of any Digital Asset protocol or network; (ii) changes in the value of any Digital Asset (whether linked to a Network Event or otherwise); or (iii) our decisions to support or not support any Network Event, Forked Asset, or Airdropped Asset, or any resulting suspension or modification of Services. You will not hold SoFi Bank liable for any actual or potential losses, damages, claims, or missed opportunities related to Network Events, including any inability to participate in, benefit from, sell, transfer, or access any Digital Asset arising from such events.***



## C. Governance and Voting

Some protocols allow holders of Digital Assets to vote on protocol-level matters (a "Voting Event").

You acknowledge and agree that:

- Voting Events may materially affect the value of any Supported Digital Assets you hold;
- We may support or decline to support participation by you or us in a Voting Event (including directly or via delegated voting) and may change our approach at any time in our discretion;
- Our ability to support participation in a Voting Event may depend on third parties outside our control;
- In some cases, if you cannot participate (for example, because of custodial or protocol limitations), we may, but are not obligated to, vote in a manner consistent with our internal policies or the requirements of the applicable protocol; and
- We have no obligation to notify you of, or take any action in response to, any Voting Event.

***You agree and acknowledge that we are not responsible for any decision to support or not support participation in a Voting Event, for any manner in which a vote is exercised or recorded. You will not hold SoFi Bank liable for any actual or potential losses, damages, claims, or missed opportunities related to Voting Events, including any inability to participate in, benefit from, sell, transfer, or access any Digital Asset arising from such events.***

## VI. Liabilities and Indemnification

### A. Release of SoFi Bank; Indemnification

We are responsible for exercising ordinary care and complying with the Agreement. When we take an item (such as a Supported Digital Asset) for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks providing comparable digital asset or custodial services.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.



Except as otherwise set forth herein, you agree to indemnify and hold harmless SoFi Bank, its affiliates, and service providers, and each of their respective employees, directors, officers, agents, or contractors who provide services in connection with your Account from and against any and all losses, liabilities, claims, demands, damages (actual and consequential), and costs (including reasonable attorneys' fees) that are in any way connected with (i) your use of the Account or the Services, including, without limitation, attorneys' fees and other costs incurred in collection of any negative balances or other amounts due in connection with this Agreement or any transactions or transfers initiated by you or for which you are the recipient; (ii) any intentional or unintentional breach by you of any terms of this Agreement or any other supplemental agreements or disclosures governing your Account; (iii) inaccurate or erroneous information provided by you; (iv) collecting any amounts you owe to SoFi Bank, its affiliates, or service providers under this Agreement; (v) responding to any third-party demands or claims against or related to you or your Account; (vi) any alleged violation of the law by you; or (vii) any instructions provided by you, whether delivered electronically, by regular mail or by telephone, provided SoFi Bank follows those instructions and has reasonable procedures in place to prevent transactions involving your Account that you did not authorize ("Unauthorized Transactions"). This indemnification is in addition to, and does not limit, any rights that we may have to seek indemnification or recourse from you.

## B. Disclaimer of Warranties

THE DIGITAL ASSET 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, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SOFI PLATFORM, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. WE DO 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 SERVICES OR THE SOFI PLATFORM. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (I) ANY INACCURACY, DEFECT, OR OMISSION OF DIGITAL ASSET PRICE DATA, OR ANY ERROR, DELAY, OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF, OR ANY OF THE SERVICES OR ANY WEBSITE OR SERVICE LINKED TO OUR WEBSITE; (III) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITES,



SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF, OR ANY OF THE SERVICES; OR (IV) ANY SUSPENSION, MODIFICATION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT OR THE SERVICES.

### C. Limitations on Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, YOUR ACCESS TO, OR ABILITY TO USE, THE SERVICES AND YOUR ACCOUNT MAY BE DELAYED, INTERRUPTED, OR DISRUPTED DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, DISRUPTION OR FAILURE OF ANY ELECTRONIC SYSTEM MAINTAINED OR MANAGED BY US OR A THIRD PARTY WHICH IS USED TO FACILITATE A TRANSACTION, OR ANY INTERRUPTION, DISRUPTION, OR FAILURE OF THE SOFTWARE OR INTERNET BASED ARCHITECTURE USED TO PROVIDE ACCESS AND FUNCTIONALITY TO YOUR ACCOUNT, ANY ACCOUNT SERVICES, OR ANY PART OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, ACTS OF GOD, CATASTROPHE, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, SOFTWARE FAILURE, CYBERSECURITY EVENTS, MALWARE, NETWORK CONGESTION, OR OTHER CAUSES BEYOND OUR CONTROL. IT IS POSSIBLE THAT THE VALUE OF DIGITAL ASSETS IN YOUR ACCOUNT MAY GO DOWN DURING ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO SUCH EVENT SHALL SOFI BANK, ITS AFFILIATES, OR ITS SERVICE PROVIDERS OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO LOSSES YOU MAY INCUR BECAUSE OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE.

Except where expressly prohibited by law, SoFi Bank, its affiliates, and its service providers and their respective employees, officers, directors, agents, and subcontractors shall not be liable for any indirect, special, or consequential damages arising out of or related to this Agreement, including without limitation; (i) except as expressly provided for herein, liability for negligence on the part of SoFi Bank, its affiliates, or its service providers or their respective employees, officers, directors, agents, and contractors; (ii) damages for lost profits, goodwill, or other similar losses; (iii) any claim arising from the installation, use, or maintenance of the SoFi Bank Platform, even if such damages were reasonably foreseeable and notice was given regarding such damages; or (iv) any claim arising from delay, interruption, or failure described in the preceding paragraph. The limitation does not apply where the laws governing your Account prohibit it.

We and our respective employees, officers, directors, agents, and contractors shall be liable only for actual proven damages arising from the grossly negligent or willful failure to perform their obligations hereunder, provided however that in no event shall any of the forgoing be liable for losses or damages in excess of the amount of the transaction from which the claim arises.



THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF SOFI BANK, ITS AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND CONTRACTORS IN CONNECTION WITH YOUR USE OF YOUR ACCOUNT AND THE SERVICES.

## VII. Communications

### A. Your Consent to Receive Electronic Disclosures.

By consenting to this Agreement, you consent to electronic delivery by SoFi Bank of (i) all disclosures, notices, or other communications required or permitted by law or regulation to be delivered to you by us relating to your Account ("Disclosures"); (ii) notices regarding the resolution of any Unauthorized Transaction, Account error or other disputed matter hereunder; and (iii) any other information we may elect to deliver to you from time to time in accordance with this Agreement.

By agreeing to the terms of this Agreement, you also consent to electronic delivery of Disclosures, notices or other information by any of the following means:

- By posting such information to your Account on the SoFi website or SoFi app.
- By text message or SMS at the mobile phone number associated with the Account (which may include a link to the information on the SoFi website) unless you have told us not to contact you via this method;
- By electronic or email transmission to the email address associated with the Account; and
- By electronic or email transmission with a hyperlink to the SoFi website or other website where the information is posted.

Please note that in accordance with Section I, you are responsible for promptly updating your Account information to reflect any changes to your current email and physical street addresses, phone numbers and other important contact information.

The delivery of information by any of the means described above shall be conclusive if not objected to in writing by you within thirty (30) days after transmission.

### B. Your Right to Revoke Consent

By consenting to the terms of this Agreement, you acknowledge that your Account is entirely internet-based and is not designed to include the option to request paper delivery of Disclosures, account statements, or other documents, all of which will all be delivered electronically. If you do not wish to receive electronic delivery of your documents, we will not open your Account, and, if you determine after your Account has been opened that you do not



wish to receive electronic document delivery, please note that we will close your Account and, subject to the Account closing procedures in Section VIII will return the remaining balance to you. Your consent to receive electronic Disclosures will remain in effect until revoked. You may at any time revoke your consent to receive electronic deliveries by sending written notice to SoFi Bank at 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121.

## C. TCPA Consent

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Social Finance, Inc. or its agents, representatives, or affiliates or anyone calling on their behalf, you expressly consent to be contacted by SoFi Bank, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Account, at any telephone number, physical address, or email or electronic address you provide or at which you may be reached. Telephone numbers you provide include those you give to us, those from which you or others contact us with regard to your Account, or which we obtain through other means. You agree we may contact you in any way, including SMS messages (including text messages) calls using pre-recorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed), e-mails or other communications from SoFi Bank, our agents, representatives, affiliates, or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your Account, with information or questions about your Account.

You certify, warrant, and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.

SOFI BANK, OUR AGENTS, REPRESENTATIVES, AFFILIATES, AND ANYONE CALLING ON OUR BEHALF MAY USE SUCH MEANS OF COMMUNICATION DESCRIBED IN THIS SECTION EVEN IF YOU WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS, OR OTHER COMMUNICATIONS.

## D. Call Recording

You agree that SoFi Bank and our agents, representatives, affiliates, or anyone calling or contacting you on our behalf may contact you on a recorded line or recorded messaging service, including via an automated chatbot. Your communications with SoFi Bank may be monitored, recorded, or reviewed by us and shared with our third-party providers for quality





assurance and customer service purposes. Your use of the SoFi Platform constitutes your consent to such monitoring, recording, and review. We may also use third party tools or technology to monitor user experience on our Platform. These tools automatically record information you provide to us on our Platform and information about how you interact with our Platform, including pages or links you click, videos you watch, mouse clicks and movements, and page scrolling.

We use this information for analytics and to improve Platform usability as well as enhance the effectiveness of our Platform, offers, advertising, communications, and customer service. Please see our [Privacy Policy](#) for more information.

## E. Printing Disclosures

We recommend that you print for your records, a copy of this Agreement and any Disclosures or Documents delivered to you electronically.

## F. Business Continuity Plan

If an event occurs that disrupts our ability to provide you with continuous access to your Account and related services, SoFi Bank has developed a business continuity plan designed to reduce the customer impact caused by a disruption in service or Account access. In order to help you better understand the contingency plan and our commitment to help you maintain continuous Account access, please see the SoFi Business Continuity Plan, which is available at [www.sofi.com/legal](http://www.sofi.com/legal).

# VIII. Account Closure and Other Actions

## A. Account Suspension, Restriction, or Termination

We reserve the right, at any time and without liability or prior notice to you, to suspend, restrict, or terminate your access to any or all of the Digital Asset Services or suspend, restrict, or close your SoFi Crypto Account. We may take any of those actions for any reason, in our sole discretion, including to comply with law, regulatory guidance, internal risk management, or security considerations, and we are under no obligation to disclose the details of our decision or the specific basis for such action to you. Our decision to take any of these actions may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.



## B. Closing Your Account

You may close your SoFi Crypto Account at any time by redeeming your funds to a Connected SoFi Account such that your Account has a zero balance and ceasing to use the Digital Asset Services and by contacting us by phone at 1-855-456-7634 or through any method we make available on the SoFi Platform. If we reasonably determine that your Account balance is insufficient to cover the costs and fees associated with closing (such balance, a “Dust Balance”), you hereby agree to forfeit any such Dust Balance. You also agree that we will not have any responsibility or liability for any losses, unrealized gains, damages, expenses, or other harm that you may incur in connection with such forfeiture or Account closure.

Please note that you may not immediately close your Account under certain circumstances. For example:

- If your Account has a negative balance;
- If your Account has a pending transaction;
- If your Account is subject to a hold, lien, or other restriction; or
- If we have reason to believe that the Account is being closed to evade an investigation or legal process (for example in connection with a disputed transaction or third-party claim).

You will remain liable for all obligations related to your Account even after the Account is closed, including any fees, taxes or amounts owed that accrue prior to or as a result of closure.

## C. Dormant Accounts

Assets in your Account may be subject to state and federal abandoned or unclaimed property laws. If there is no activity in your Account for a prolonged period required by the law of the relevant state (typically the state of your mailing address in our records), your Account may be deemed abandoned. In that case, we may be required to turn over your Account assets to the appropriate governmental authority in accordance with applicable unclaimed property laws.

Applicable law may require us to liquidate or sell any Digital Assets in your Account and remit the cash proceeds to the state, rather than transferring the Digital Assets themselves. You agree that we are not liable for any losses, unrealized gains, taxes, expenses, or other consequences resulting from such liquidation, sale, or transfer.

Unless we have determined we lack valid contact information for you, we will generally attempt to contact you before escheatment so you can reclaim the Account. To the extent permitted by applicable law, we may deduct from your Account any reasonable costs we incur to make outreach and, if required, to remit property to the state once the Account is deemed abandoned. After we deliver abandoned property (or proceeds) to the state, we have no further obligation with respect to those assets. You must apply to the relevant governmental authority to reclaim your property and we have no liability once those assets have been remitted to such authority.



## IX. Legal Process; Claim Notice and Cure

### A. Legal Process

SoFi Bank may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena, or warrant relating to you or your Account that we determine to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission or other electronic means permitted by law at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a Right of Set-Off and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs, and expenses, in complying with the legal process. We may refuse to permit withdrawals or transfers from your Account until such legal process is satisfied or dismissed even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may charge your Account any cost incurred for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you. You agree to release and indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid. When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not be considered as part of your combined balances.

### B. Claim Notice and Cure

You agree that we shall attempt to informally settle any and all Claims (as such term is defined in the Agreement to Arbitrate below) between us before starting a lawsuit or an arbitration. The party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity to resolve the Claim. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claim Notice must be sent by U.S. Mail. The Potential Defendant shall have at least 30 days after receiving the Claim Notice to attempt to resolve the Claim except for Claims requiring some form of expedited injunctive relief in a shorter period. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests. Further the Claimant, on request, shall meet with the Potential Defendant (or an



authorized representative thereof) either in person or by video or telephone conference to discuss possible compromise or other resolution of the Claim. Any such meeting that you attend shall take place in a venue reasonably convenient for you. The Claimant and the Potential Defendant may have a lawyer or other representative present for such a meeting. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions between the Claimant and the Potential Defendant regarding the possible compromise or resolution of the Claim. On request, SoFi Bank shall pay any reasonable, out-of-pocket expenses that you incur in attending or participating in any such meeting.

Any Claim Notice to you shall be sent in writing to the current address that we have for you in our records. Any Claim Notice to SoFi Bank shall be sent by mail to SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121 (or such other address that we shall provide to you). If there are multiple account holders, the Claim Notice may be sent to or by any of them. Any Claim Notice that you send must provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer that you have personally retained, may submit a Claim Notice on your behalf.

Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is mailed and the later of: (1) 60 days after the Claim Notice is received, or (2) 30 days after either Claimant or Potential Defendant informs the other that good faith efforts to resolve the Claim informally have ceased (the "Tolling Period"). Unless prohibited by applicable law, (1) a lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this "Claim Notice" section, (2) the court will have authority to enforce this "Claim Notice" section, including the power to dismiss or stay the filing or prosecution of a lawsuit or arbitration unless the Claimant has complied with this "Claim Notice" section, and (3) the arbitration administrator is without authority to accept or administer any arbitration proceeding prior to the termination of the Tolling Period unless the Claimant has complied with this "Claim Notice" section. Any subsequent arbitration shall be governed by the terms of the following Agreement to Arbitrate.

## X. Agreement to Arbitrate

**Please read carefully. Except as expressly provided below, if the foregoing Claim Notice and Cure procedure does not resolve the Claim(s), you and we agree that** any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: (i) this Agreement; (ii) the establishment or operation of your Account; (iii) any transactions related to your Account, (iv) the exercise by SoFi Bank of any rights established hereunder, including the delayed availability of funds, the suspension or closure of your Account, or any other action taken by SoFi Bank related to your Account; (v) advertisements, promotions, or oral or written statements related to your Account; (vi) any features, benefits, or services related to your Account; no



matter how described, pleaded, or styled; (vii) data breach or privacy rights incidents; or (viii) the relationship between the parties resulting from any of the foregoing, shall be finally and conclusively resolved by binding arbitration. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, crossclaims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including claims for injunctive or declaratory relief), regardless of whether they arose in the past, currently exist, or may arise in the future. However, you and we will not demand to arbitrate an individual Claim that you or we bring against one another that is within the jurisdiction of small claims court or your or our state's equivalent court, if any. But if that Claim is transferred, removed, or appealed to a different court, you and we then have the right to demand arbitration. After a case is filed with the arbitration administrator, but before the arbitrator is formally appointed to the case, a party can send a written notice to the opposing party and the administrator that the dispute is within the jurisdiction of the small claims court (or an equivalent court) and that it wants the case decided by said court. After receiving this notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees. Solely for purposes of this agreement to arbitrate, the terms "we," "us," and "our" mean (1) SoFi Bank, each of its subsidiaries, affiliates, successors, and assigns, and any of their employees, officers, directors, agents, and representatives; and (2) any third party that you name along with us as defendants in a single proceeding. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA").

**Disputes about the validity, enforceability, coverage, or scope of this agreement to arbitrate or any part thereof (including, without limitation, the class action waiver), are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide.**

**NOTWITHSTANDING THE FOREGOING, YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO HAVE CLAIMS DETERMINED BY A JUDICIAL COURT OR JURY, EACH PARTY WAIVES THE ABILITY TO ASSERT OR PARTICIPATE IN (A) ANY CLAIM BROUGHT IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION, (B) ANY PRIVATE ATTORNEY GENERAL ACTION, (C) ANY JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR ENTITY (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT, OR UNLESS THE PARTIES OTHERWISE AGREE IN WRITING), OR (D) ANY CLAIM WHICH SEEKS AN AWARD OR REMEDY IN ARBITRATION AGAINST, OR ON BEHALF OF, ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.**

This agreement to arbitrate shall survive: (A) the termination of the Agreement; (B) the bankruptcy or insolvency of either party; (C) the transfer, sale, or assignment of your Account or



any amounts owed on the Account to any other person or entity; (D) any closure or suspension of your Account; or (E) any breach of the Agreement.

If any portion of this agreement to arbitrate is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the class action waiver is unenforceable, and that determination is not reversed on appeal, then the agreement to arbitrate (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the class action waiver or other provisions of this agreement to arbitrate, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

The party filing a Claim in arbitration must select the American Arbitration Association ("AAA") as the arbitration administrator. The AAA will apply its code of procedures in effect at the time the arbitration claim is filed and, if applicable, its Mass Arbitration Supplementary Rules. If there is a conflict between that code of procedures or this Agreement, on the one hand, and this agreement to arbitrate, on the other hand, this agreement to arbitrate will control. In the event that the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). Rules and forms may be obtained from and Claims may be filed with the AAA (1-800-778-7879 or [www.adr.org](http://www.adr.org)). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

A single arbitrator will conduct the arbitration and will have the power to award to a party any damages or other relief provided for under applicable law in an individual case. The arbitrator will apply applicable substantive law, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit and will honor claims of privilege recognized at law. The arbitrator can award damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator's authority is limited to the Claims between you and us. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award, or judgment from any other arbitration shall impact the arbitration of any Claim.

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance for Claims involving more than \$25,000. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties, subject to any appeal rights under the FAA, and enforceable by any court having jurisdiction.



Payment of all filing, administration and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the AAA or other arbitration administrator and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator’s rules. If the arbitrator determines that any party’s claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

YOU MAY REJECT THIS AGREEMENT TO ARBITRATE BY CALLING US AT 1-855-456-7634 OR WRITING TO US AT SOFI BANK, N.A., 2750 EAST COTTONWOOD PARKWAY #300, COTTONWOOD HEIGHTS, UTAH 84121, AND STATING THE FOLLOWING IN YOUR NOTICE: (I) YOUR NAME, (II) YOUR ADDRESS, (III) YOUR PHONE NUMBER, (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION UNDER THE SOFI CRYPTO ACCOUNT AGREEMENT (A “REJECTION NOTICE”) AND (V) THE ACCOUNT NUMBERS FOR WHICH YOU ARE EXERCISING SUCH RIGHT. YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN NINETY (90) DAYS AFTER THE OPENING OF THE ACCOUNTS FOR WHICH YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THIS AGREEMENT TO ARBITRATE WILL NOT APPLY TO ANY ACCOUNTS FOR WHICH YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE AGREEMENT TO ARBITRATE WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS AGREEMENT.

## XI. General Provisions

### A. Entire Agreement

This SoFi Crypto Agreement contains the entire understanding between you and us concerning your SoFi Crypto Account. This Agreement works in conjunction with, and incorporates by reference, the Additional Terms. If there is a conflict between this SoFi Crypto Agreement and any of the Additional Terms, the terms of this SoFi Crypto Agreement shall control.

This Agreement is in addition to (and in no way limits or restricts) any of the provisions of, or the rights which you may have under, any other agreements between you and SoFi Bank or any of SoFi Bank’s affiliates, except to the extent expressly provided otherwise in writing.



## B. Electronic Acceptance

You acknowledge and agree that this Agreement is entered into and accepted electronically. Your electronic acceptance—whether by clicking “Agree,” selecting a confirmation box, continuing to use the Services after being presented with this Agreement, or by any other electronic means SoFi Bank designates—constitutes your legal signature and acceptance of all terms herein. You further agree that this Agreement and any records of your acceptance may be retained by SoFi Bank in electronic form and are valid, enforceable, and admissible as originals under applicable federal and state electronic-signature laws.

## C. Assignment

You agree that: (i) the terms of this Agreement shall inure to the benefit of SoFi Bank and our successors and assigns, whether by merger, consolidation, or otherwise; (ii) SoFi Bank may transfer the Account, this Agreement, and any of its obligations hereunder to our successors and assigns without further consent from you; and (iii) the terms of this Agreement shall be binding upon your heirs, executors, administrators, successors, and assigns.

You may not transfer your interests in your Account or this Agreement (including de facto transfer by giving a non-owner access to the Account using a password) except with our prior written approval, or through inheritance or a similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns. Any unauthorized transfer, attempted transfer, or granting of third-party access shall be void and may result in termination of your Account.

## D. Severability

If any provision or condition of this Agreement is or becomes inconsistent with any applicable present or future law, regulation or rule and is held invalid or unenforceable by a court, regulatory (or self-regulatory) agency or body, whether local, state, or federal (i) such provision or condition shall be deemed rescinded or appropriately modified, and (ii) all other provisions and conditions of this Agreement shall remain in full force and effect.

## E. Survival

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Account cancellation, debts owed to us, general use of the SoFi Platform, disputes with SoFi Bank, and general provisions, shall survive the termination or expiration of this Agreement and shall continue to be binding upon you and your successors or representatives.





## F. Force Majeure

SoFi Bank shall not be liable for (i) force majeure or other events beyond our control, including without limitation any failure, default, or delay in performance resulting from computer or software or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, strikes, failure of common carrier or utility systems, severe weather, breakdown in communications not reasonably within the control of SoFi Bank, cyber incidents, pandemics, natural disasters, or other causes commonly known as “acts of god,” whether or not any such cause was reasonably foreseeable; or (ii) general market conditions unrelated to any violation of this Agreement by us. Our obligations shall be suspended for the duration of any such event and resume upon its cessation.

## G. Descriptive Headings

The section headings are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in this Agreement nor affect the interpretation of any provision hereto.

## H. Governing Law

You agree that this Agreement and its enforcement shall be governed by the laws of the State of New York, without reference to conflicts of law principles, and applicable federal law of the United States. To the extent permissible under applicable law, you agree that any dispute not subject to arbitration shall be brought exclusively in the state or federal courts located in New York County, New York.