

WISDOMTREE PRIME USER AGREEMENT

Last Updated: April 29, 2025

You (“**User**” or “**you**”) agree and understand that by clicking to agree below, you are entering into this User Agreement, including all related schedules and documents (“**Agreement**”), with WisdomTree Digital Movement, Inc. (“**WT Digital Movement**”), a Delaware corporation and WisdomTree Digital Trust Company, LLC (“**WT TrustCo**”), a New York limited purpose trust company (WT Digital Movement and WT TrustCo are collectively “**WisdomTree Digital**”). Furthermore, by making a purchase of any WT Digital Fund Share (defined below), you also enter into this Agreement with WisdomTree Transfers, Inc., a Delaware corporation (“**WisdomTree Transfers**”) and transfer agent registered with the U.S. Securities and Exchange Commission (“**SEC**”). In this Agreement, “**WisdomTree**” refers to WisdomTree Digital and WisdomTree Transfers, as applicable, and WisdomTree will provide you with the applicable Services (defined below) in accordance with the terms of this Agreement.

Clarification of Role of WisdomTree Securities

References within the WisdomTree Prime app to WisdomTree Securities, Inc. (“**WisdomTree Securities**”), an SEC-registered broker-dealer, as a provider of securities brokerage services, including statements that transactions are “**facilitated**” by the broker-dealer or that it “**offers brokerage services,**” reflect legacy language and do not indicate the current operational role of the broker-dealer. WisdomTree Securities does not currently offer or provide securities brokerage services to Users and does not charge any fees in connection with Transactions (as defined herein) in WT Digital Fund Shares, but it may do so in the future.

WisdomTree Securities solely provides administrative assistance to WisdomTree Transfers, in its capacity as the transfer agent for the WT Digital Funds. For further questions, please contact SUPPORT@WISDOMTREEPRIME.COM.

BY AGREEING TO THIS AGREEMENT, EXCEPT FOR (I) CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 21, (II) WHERE YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED IN SECTION 21, OR (III) TO THE EXTENT PROHIBITED BY LAW, DISPUTES BETWEEN YOU AND WISDOMTREE WILL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR BY JURY TRIAL. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE OUR SERVICES.

We may indicate that different or additional agreements (as referenced in Section 2 below), terms, conditions, guidelines, policies, or rules apply in relation to some of our Services (“**Supplemental Terms**”). Any Supplemental Terms become part of your agreement with us if you use the applicable Services, and if there is a conflict between these Terms and the Supplemental Terms, the Supplemental Terms will control for that conflict.

We may make changes to this Agreement. The “*Last Updated*” date above indicates when this Agreement was last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through our Services, or updating the date at the top of this Agreement. Unless we say otherwise in our notice, the amended Agreement will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Agreement, you must immediately stop using our Services.

THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. YOU ARE ENCOURAGED TO SEEK INDEPENDENT ADVICE. IF YOU HAVE ANY GENERAL QUESTIONS, YOU SHOULD CONTACT SUPPORT@WISDOMTREEPRIME.COM.

INTRODUCTORY MATTERS

1. **Definitions.** Unless otherwise defined throughout this Agreement, the terms below have the following meanings:
 - a. “**ACH Account**” has the meaning set forth in Appendix 1.
 - b. “**Card Account**” has the meaning set forth in Appendix 1.
 - c. “**Card Transaction**” means WisdomTree Card transactions authorized by User.

- d. **“External Account”** means any external financial account or other digital asset account, maintained by User or a third party outside of a User Account.
- e. **“Fees”** means, as applicable, any fees or charges assessed by WisdomTree Digital to User in connection with Transactions involving WT Digital Assets.
- f. **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- g. **“Transaction”** means, as applicable, (i) a purchase, sale, exchange or transfer of WT Digital Assets utilizing User’s Wallet facilitated by WisdomTree Digital; or (ii) a purchase or sale of WT Digital Fund Shares as facilitated by WisdomTree Transfers.
- h. **“Verification Procedures”** means the identity verification process, including verification of the eligibility requirements, that may be performed by or on behalf of WisdomTree. Verification Procedures may include, without limitation, know-your-customer, sanctions and anti-money laundering screening.
- i. **“Wallet”** means a digital wallet that allows User to store, track, and transfer WT Digital Assets.
- j. **“Crypto Asset”** means a digital token recorded on a blockchain (e.g., Stellar blockchain) as the record of a security entitlement to a cryptocurrency or other intangible asset, such as bitcoin or ether, specified in the Digital Asset Schedule for such Crypto Asset.
- k. **“WT Digital Assets”** means, collectively, the digital assets listed from time to time on the [WisdomTree Digital Assets Schedule](#) (the **“Digital Assets Schedule”**), including Crypto Assets, WT Dollar and WT Gold.
- l. **“WT Digital Fund”** means a mutual fund as described in its summary prospectus (if applicable), statutory prospectus and statement of additional information (**“SAI”**) located here: www.wisdomtree.com/investments/digital-funds.
- m. **“WT Digital Fund Share”** means one (1) share of a WT Digital Fund.
- n. **“WT Dollar”** means a digital token recorded on a blockchain (e.g., the Stellar blockchain) that the holder can exchange for one (1) U.S. Dollar.
- o. **“WT Gold”** means a digital token recorded on a blockchain (e.g., the Stellar blockchain) representing an electronic document of title to and ownership of one-troy ounce of physical gold meeting the good delivery requirements set by the London Bullion Market Association (**“LBMA Gold”**).

2. Services.

- a. The **Services** provided to User include, without limitation: (1) the facilitation of User’s creation of, access to, and use of: (i) a Wallet; (ii) a dashboard that allows User to purchase and sell WT Digital Assets; (iii) an interoperability software tool that allows User to transfer WT Digital Assets (other than Crypto Assets) between digital wallets on supported blockchains; (iv) a portal for the submission of requests for the payment, delivery, or transfer of obligations or assets represented by a WT Digital Assets; and (v) access to and services associated with any WT Digital Fund; and (2) certain additional services and products as set forth on an Appendix to this Agreement. WisdomTree does not guarantee that each of these Services will always be offered to Users, that they will be available to Users, or that a User will qualify for or be able to utilize any particular Service. Services may change from time to time and certain Services may be discontinued or others may be added. Certain additional rules, guidelines, and terms and conditions may also apply, depending on which Services you choose, and which are contained in the following (collectively, the **“Additional Agreements”**):
 - i. The ACH Account and Card Account (as defined in Appendix 1) are subject to the additional terms and conditions as set forth in [Appendix 1](#). The ACH Account and Card Account are issued and provided by Stride Bank, N.A., Member FDIC, and certain Stride Bank terms may govern your use of these products, including (i) the Stride Account Agreement and (ii) such other additional or supplemental agreements, disclosures, and terms and conditions that may be required by WT Digital Movement, Stride Bank or their service providers or partners relating to your use of the ACH Account and Card Account.

- ii. Terms and Conditions, Frequently Asked Questions and other applicable information located on the WisdomTreePrime.com website or any website affiliated therewith, or on the WisdomTree mobile application (the “App”).

You must carefully read and consider the Additional Agreements you agree to, and you should contact the appropriate counterparty to ask any questions you may have before entering into any additional agreements.

USER ACCOUNT TERMS

3. User Account.

- a. **User Account Registration.** To use any of the Services, User will need to first register for an account with WisdomTree Digital (“**User Account**”). To register for a User Account, User must: (i) provide complete and accurate information as requested by WisdomTree Digital from time to time; (ii) meet the Eligibility Requirements (defined below); and (iii) successfully complete the Identity Verification Procedures.
- b. **Eligibility Requirements.** User represents and warrants that User meets the following requirements (collectively, “**Eligibility Requirements**”): (i) User is at least 18 years old, and User is of legal age under the laws of the jurisdiction where User resides; (ii) User has not previously been suspended or removed from using the Services; (iii) User has full power, authority and legal capacity to enter into this Agreement, intends to be bound by *all* of its terms and conditions, and in doing so will not violate any other agreement to which it is a party; (iv) User will be the sole owner of the User Account and no other person will have any interest in the User Account pursuant to this Agreement; (v) User has the hardware, software and technological knowhow required to transact in WT Digital Assets; (vi) User is not located in, under the control of, or a national of any Restricted Location (defined below) or any country to which the United States has embargoed goods or services; (vii) User will not use our Services if any applicable laws in the country of its incorporation or operation prohibits it from doing so in accordance with this Agreement; and (ix) User is not subject to any sanction, regulation, statute, official embargo measures or any “specially designated nationals” or “blocked persons” lists, or any equivalent lists maintained and imposed by the relevant bodies and organizations of the United States, United Nations, the European Union, the United Kingdom, Switzerland or any other jurisdiction applicable to User or this Agreement. WisdomTree may not make all the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Services, at its sole discretion, from certain states, territories, or jurisdictions (each, a “**Restricted Location**”).
- c. **Identity Verification and Customer Identification Program Notice**
 - i. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. To register for a User Account, User will be required to provide WisdomTree with additional information to verify User’s identity (e.g., name, address, past addresses, date of birth, social security number, telephone number, citizenship, driver’s license, passport) and protect against fraud, including to query identity information contained in public reports, to query account information associated with User’s linked External User Account (e.g., name or account balance), or other digital asset wallet addresses (“**Identity Verification Process**”). User hereby authorizes WisdomTree, directly or through third parties, to perform the Identity Verification Process, to make any requests it considers necessary and to take actions it reasonably deems necessary based on the results of the Identity Verification Process. User further authorizes all third parties to which such requests may be directed to fully respond to such requests. User acknowledges that from time to time, WisdomTree may ask you to confirm or re-verify your identity, or may require that you provide certain additional information or documents, in order to maintain a User Account. User acknowledges that WisdomTree may restrict or temporarily suspend access to your User Account pending any such verification. User will provide prompt notification to WisdomTree of any changes in the information including your name, address, e-mail address, and telephone number.
 - ii. **Password Security; Contact Information.** User is responsible for protecting its User Account and maintaining adequate security and control of all IDs, passwords, hints, personal identification numbers (PINs), API keys, or any other codes that it uses to access the Services, and User will not share User’s IDs, passwords, hints, personal identification numbers (PINs), API keys, or any other codes that it uses to access the Services. Any loss or compromise of the foregoing information or any personal information may result in unauthorized access to a User Account, and any associated External Accounts, by third parties and the loss or theft of any WT Digital Assets. User is responsible for providing accurate and complete User Account information and for keeping its email addresses and telephone numbers up to date in its User Account profile to receive any notices or alerts

that WisdomTree may send to User. In providing us with this or any other information that may be required, User represents and warrants that the information is accurate, complete and authentic. User agrees to keep WisdomTree updated if any of the information User provides changes. WisdomTree assumes no responsibility for any loss that User may sustain due to compromise of User Account credentials due to no fault of WisdomTree or failure to promptly follow or act on any notices or alerts that WisdomTree may send to User.

- iii. **Third-Party Applications.** If User grants permission to a third party to access or connect to a User Account, either through the third party's product or service or through the Services, User is fully responsible for all acts or omissions of that third party with respect to a User Account, including all Transactions. User acknowledges and agrees that it will not hold WisdomTree responsible for, and will indemnify WisdomTree from, any liability, claims or damages arising out of or related to any act or omission of any third party with access to a User Account. User may change or remove third-party User Account permissions within the App and/or by contacting customer support at ("**Customer Support Contacts**"):

Mail	E-mail	Telephone
WisdomTree Prime 250 West 34 th Street 3rd Floor New York, NY 10119	support@wisdomtreeprime.com	212-658-0090

- iv. **User Responsibility; Discretionary Authority.** Your User Account is self-directed and you are solely responsible for: (1) any and all Transactions placed in your User Account; (2) decisions made while using the Services, including those related to your User Account; and (3) for determining the suitability of any particular Transaction, WT Digital Fund, WT Digital Asset or investment strategy. You agree and understand that all Transactions entered by you (or on your behalf) are based on your own decisions and that WisdomTree and persons acting on WisdomTree's behalf do not provide any investment advice or recommend any particular Transaction, WT Digital Fund, WT Digital Asset or order, or other matter connected with your User Account, nor will they advise you about the merits of any action or decision relating to your User Account or any asset you hold, including in response to any customer support as set forth in Section 18 below.
- v. **Electronic Document Delivery.** By accessing the App, creating a User Account and/or purchasing any WT Digital Fund Share, User hereby consents to the electronic delivery of prospectuses, annual reports, mutual fund trade confirmations, and other information required to be delivered by the SEC, Financial Industry Regulatory Authority ("FINRA"), or any other applicable regulator of WisdomTree. This is supplementary to User's consent authorization provided in Section 27(a) below.

4. User Account Funding.

- a. **User Account Funding.** You may fund your Wallet by sending U.S. Dollars from a valid External Account to your ACH Account as set forth in Appendix 1. Your Wallet balance will only be updated when the bank transfer you directed is cleared, which could take several business days to process. You acknowledge that your External Account may be debited immediately following your instruction to initiate the funding of your Wallet. You hereby authorize WisdomTree Digital or persons acting on WisdomTree Digital's behalf to debit your External Account to add U.S. Dollars to your Wallet at your instruction. You understand that this authorization to access your External Account will be valid and remain in full force and effect until you revoke this authorization by terminating your User Account.
- b. **Supported Assets.** Users acknowledge that only WT Digital Assets may be maintained, exchanged and transferred through the Services at this time. WisdomTree Digital may, in its sole and absolute discretion, allow Users to maintain, exchange and transfer other types of digital assets in the future. UNDER NO CIRCUMSTANCES SHOULD YOU SEND DIGITAL ASSETS OTHER THAN WT DIGITAL ASSETS TO A WALLET. IF YOU ATTEMPT TO SEND A TYPE OF DIGITAL ASSET TO A WALLET THAT IS NOT A WT DIGITAL ASSET, SUCH DIGITAL ASSET(S) MIGHT BE IRRETRIEVABLY LOST OR DESTROYED. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOST OR DESTROYED DIGITAL ASSETS.

TRANSACTIONS AND ORDERS

5. Transaction and Mutual Fund Order Processing

- a. **Transaction and Order Processing.** WisdomTree processes supported Transactions according to the instructions received from User via the order entry function within the App. User should verify all Transaction information prior

to submitting instructions to WisdomTree. WisdomTree reserves the right to refuse to process, execute or cancel any pending Transaction as required by law or in response to a subpoena, court order, or other binding government order, or to enforce a Transaction. User is not permitted to place orders via the customer service chat feature within the App. Any order submitted via the chat feature within the App will not be honored and is not considered an order to buy or sell any product or financial instrument.

- b. **Standing Instruction to Purchase WT Dollars with U.S. Dollars.** You hereby authorize and instruct WisdomTree Digital to purchase WT Dollars with any U.S. Dollars you deposit from an External Account to your ACH Account as set forth in Appendix 1.
- c. **Standing Instruction to Transfer U.S. Dollars from or to WisdomTree Digital Account in relation to a WT Digital Fund.** You hereby authorize and instruct WisdomTree Digital to transfer to a WT Digital Fund or its agent(s) from your WisdomTree Digital Account all applicable U.S. Dollars in connection with any purchase order by you of WT Digital Fund Shares, and you authorize and instruct WisdomTree Digital to receive from a WT Digital Fund or its agent(s) all dividends or distribution proceeds associated with a WT Digital Fund, including any dividends or other proceeds received by a WisdomTree Transfers as an intermediary, in relation to your WT Digital Fund investments and instruct WisdomTree Digital to purchase WT Dollars with the U.S. Dollars received from a WT Digital Fund or its agent (s). You authorize the above instructions, and this entire Agreement, to be provided to any WT Digital Fund or its agent(s).
- d. **Pending Digital Asset Transfers.** When you send WT Digital Assets to or receive WT Digital Assets from a third-party digital wallet, the Transaction will settle to a blockchain network. Once submitted to the blockchain network, a Transaction may be unconfirmed for some time, pending sufficient confirmation of the Transaction by the blockchain network. A Transaction is not complete while it is in a pending state. WT Digital Assets associated with Transactions that are in a pending state will be designated accordingly, and will not be included in a User Account balance or be available to conduct Transactions or any other transactions.
- e. **No Reversals or Cancellations.** User cannot cancel, reverse, or change any Transaction marked as complete or pending.
- f. **Conditions, Restrictions, and Limits.** WisdomTree may, at any time and in its sole discretion, refuse any Transaction request, or any other order or request submitted via the Services, or impose other conditions or restrictions upon User's use of the Services (including User Account closure), without prior notice to User. For example, WisdomTree may: (i) limit the number of Transactions that User can initiate via the Services; (ii) restrict Transaction requests from certain locations; or (iii) restrict withdrawals or other activities on the Services if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, in compliance with applicable laws or if WisdomTree receives reasonable notice that User's ownership of any of the WT Digital Assets in a User Account is in dispute. If WisdomTree imposes Transaction limits on User and User wishes to raise the Transaction limits WisdomTree imposes on User's use of the Services, User may submit a request to customer support but WisdomTree is under no obligation to accept or act upon such a request. In addition to the foregoing, User's use of the Services will be subject to a limit on the amount of volume that may be transacted or transferred in a given period (e.g., daily or over a period of days). Your limits may vary depending on your payment method, verification steps you have completed, and other factors. WisdomTree reserves the right to change applicable limits.
- g. **Exchanges.** User may use the Services to request delivery or transfer of (i) physical LBMA Gold in exchange for WT Gold, (ii) U.S. Dollars in exchange for WT Dollars, (iii) relevant cryptocurrency in exchange for the Crypto Assets as specified in the Digital Assets Schedule, and (iv) another currency, good or asset, as the case may be, to which the User of another type of WT Digital Asset is entitled in accordance with the terms provided by the Digital Assets Schedule, subject to transferring the applicable minimum exchange amounts specified therein including payment of applicable fees, taxes and shipping charges. User will transfer the WT Digital Assets for which delivery is requested to a wallet or blockchain address on the Stellar blockchain, whereupon WisdomTree will immediately cancel such WT Digital Assets. User will not be entitled to return of any WT Digital Assets so transferred for exchange and cancellation.
- h. **Retrieval of LBMA Gold.**
 - i. **Retrieval Requirements.** To surrender WT Gold and retrieve the corresponding LBMA Gold, the following retrieval requirements apply: (1) User must hold a minimum amount of one (1) ounce of WT Gold in their Account to be surrendered; (2) User must contact WisdomTree Digital Customer Support to request retrieval of

LBMA Gold by surrendering WT Gold during normal business hours between 9 a.m.- 9 p.m. EST; (3) User must submit a completed WT Gold Retrieval Form to DAOps@wisdomtree.com; (4) User's identity and delivery address noted on the WT Gold Retrieval Form will be verified by WisdomTree Digital; (5) User must accept applicable terms for shipment and delivery of LBMA Gold, including as provided by the independent metal agent facilitating LBMA Gold delivery ("**Metal Agent**"); (6) User must agree to pay all applicable fees, taxes, and shipping charges in connection with the shipment and delivery of LBMA Gold. To the extent a User's request to retrieve LBMA Gold by surrendering WT Gold involves residual cash, all residual cash amounts provided to the User will be determined based on the LBMA Gold price for the same grade and quality gold at the time of retrieval. Residual cash will be provided to the User in WT Dollars.

WisdomTree Digital will use commercially reasonable efforts to process User's completed WT Gold Retrieval Form promptly. However, User acknowledges that it may take several business days for the retrieval of LBMA Gold to be completed due to reasons outside of WisdomTree Digital's reasonable control.

- ii. **Retrieval Fees.** In connection with retrieving LBMA Gold by surrendering WT Gold, User agrees to pay WisdomTree Digital a fee, as required by the Metal Agent, of the greater of: (i) the price of one-troy ounce of LBMA Gold; or (ii) 2% of the total value of WT Gold to be surrendered. User acknowledges and agrees that all applicable fees, taxes, and charges related to the retrieval of LBMA Gold will be paid by User to WisdomTree Digital in U.S. Dollars via the WT Dollars held in User's Account.
6. **Fees.** User agrees to pay WisdomTree (to the extent applicable) the Fees set forth in the Digital Assets Schedule. WisdomTree may periodically update the Digital Assets Schedule at its discretion. WisdomTree will provide User with notice by email of changes to the Digital Assets Schedule forty-eight (48) hours before such changes become effective. The updated Digital Assets Schedule will apply prospectively to any applicable Transactions that take place following the effective date of such updated Fee Schedule. In connection with WT Digital Asset Transactions only, User authorizes WisdomTree Digital to automatically debit its User Account or any other account associated with the User Account (including the ACH Account) for any applicable Fees, charges or other amounts owed to WisdomTree by User, and for any applicable taxes owed by User.

SERVICE-SPECIFIC TERMS AND DISCLOSURES

7. WT Digital Fund Services

- a. **Recording of WT Digital Fund Shares.** WisdomTree Transfers will be responsible for maintaining the official record for the authorized and issued shares of beneficial interest for the WT Digital Fund. The official record of WT Digital Fund Share ownership held by each User will be maintained by WisdomTree Transfers in book-entry form (the "**Official Record**"). The ownership of the WT Digital Fund Shares will also be recorded on one or more blockchains. WisdomTree Transfers will reconcile the book entry and blockchain records of WT Digital Fund Share ownership on at least a daily basis. For additional information regarding the WT Digital Funds, please see the fund literature for the WT Digital Funds at www.wisdomtree.com/investments/digital-funds.
 - b. **WT Digital Fund Orders.** To purchase any WT Digital Fund Shares, User must review and accept the privacy policy complete the Form W-9As noted above. When you use WT Dollars facilitate the purchase of WT Digital Fund Shares, the sale or issuance of your WT Dollar is facilitated by WisdomTree Digital, and U.S. Dollars are used to purchase the WT Digital Fund Shares. WT Digital Fund and its agents have the right to reject or cancel any purchase, exchange, or redemption due to nonpayment (e.g., your bank does not honor your ACH transaction or funds transfer is not received by a designated cut-off time) and/or may redeem your shares involuntarily to reimburse the WT Digital Fund for any loss sustained by reason of the failure to make full payment for WT Digital Fund Shares purchased by you or to collect any charge relating to a transaction effected for your benefit. You will not have any right to profit from a cancelled transaction.
 - c. **Standing Instruction to Transfer U.S. Dollars from a User Account to a WT Digital Fund.** You hereby authorize and instruct WisdomTree Digital to exchange your WT Dollars for U.S. Dollars and to transfer such U.S. Dollars to a WT Digital Fund in connection with any purchase of WT Digital Fund Shares.
8. **Documents of Title.** User agrees that WT Gold and any other WT Digital Asset so designated on the Digital Assets Schedule represent an "electronic document of title" to LBMA Gold or the other goods designated on the Digital Assets

Schedule, as the case may be, for purposes of Articles 1, 2 and 7 of the New York Uniform Commercial Code as in effect from time to time (the “UCC”). In regard to such WT Digital Assets, User and WisdomTree further agree that:

- a. The applicable provisions of the Digital Assets Schedule and this Agreement, as in effect from time to time, sets forth the terms and conditions of the electronic document of title represented by the WT Digital Asset;
 - b. The Stellar blockchain each reliably establishes that the User or WisdomTree Digital, as applicable, is the person to which an electronic document of title represented by a WT Digital Asset recorded on such blockchain has been issued or transferred;
 - c. The designation of the WT Digital Asset on the Stellar blockchain, as the case may be, is the unique identification code of the electronic document of title represented by that WT Digital Asset;
 - d. User is the bearer and holder of the electronic documents of title represented by the WT Digital Assets held in User’s Wallet;
 - e. The Stellar blockchain, as applicable, will be the exclusive means of delivering and determining who has control of any electronic document of title represented by a WT Digital Asset recorded on such blockchain;
 - f. Transfer of WT Digital Assets to a wallet or blockchain address designated by WisdomTree Digital will be the exclusive means of surrendering control of a WT Digital Asset for cancellation in exchange for delivery of the goods covered by the WT Digital Asset, such as LBMA Gold in the case of WT Gold (see Section 5h above);
 - g. WisdomTree Digital has no obligation to, and will not, exchange a WT Digital Asset for a tangible document of title;
 - h. User is not authorized to alter the terms of the electronic document of title represented by a WT Digital Asset, except that User may subdivide a WT Digital Asset into smaller denominations;
 - i. Transfers of WT Digital Assets on the Ethereum blockchain or the Stellar blockchain are made in the regular course of their business or financing.
 - j. WT TrustCo acts as the bailee which issued the electronic document of title. User further agrees that WT TrustCo may transfer its obligations with respect to WT Digital Assets and substitute as bailee a direct or indirect affiliate of WT TrustCo (a “**Substitute Bailee**”). WT TrustCo covenants that the Substitute Bailee will be duly authorized and licensed to act as bailee for such WT Digital Assets and as the issuer of the electronic document of title represented thereby. User consents to such substitution and agrees that, upon notice thereof at the WisdomTreePrime.com website, User will look solely to the Substitute Bailee for the transfer or delivery of LBMA Gold or other goods to which the WT Digital Asset confers title.
9. **Security Entitlements.** User agrees that the Wallet tracks entries relating to the User’s security entitlements of the Crypto Assets for purposes of Articles 1 and 8 of the UCC. In regard to such Crypto Assets, User and WisdomTree further agree that:
- a. The terms “appropriate person,” “entitlement holder,” “financial asset,” “securities account,” and “securities intermediary” have the meanings set forth in Article 8 of the UCC, and the State of New York is the “securities intermediary’s jurisdiction” for purposes thereof;
 - b. User and WisdomTree Digital agree that all Crypto Assets will be treated as “financial assets” under Article 8 of the UCC;
 - c. WisdomTree Digital maintains securities accounts in the ordinary course of its business and will act as a securities intermediary in maintaining the Wallets to which Crypto Assets are credited;
 - d. A User Account is, among other things, a securities account to which Crypto Assets may be credited by recording the corresponding Crypto Asset to the Wallet on the applicable blockchain, and this will be the sole means of crediting any financial asset to the User Account;
 - e. WisdomTree Digital undertakes to treat User as the entitlement holder of the Crypto Assets credited to User’s Wallet, and User agrees that the Services will be the exclusive means of originating entitlement orders with respect to such Crypto Assets;

- f. User acknowledges that the Services will permit transfers of Crypto Assets only to other Wallets, as WisdomTree Digital does not undertake to treat anyone without a Wallet as an entitlement holder to any Crypto Assets and has no obligation to comply with entitlement orders from or exercise rights on behalf of any such person; and
- g. User agrees that WisdomTree Digital's performance of the Services in compliance with this Agreement will satisfy all duties and obligations it may have under Article 8 of the UCC and, in particular: (i) WisdomTree Digital may rely on any entitlement orders transmitted through the Services as having been originated by an appropriate person, and (ii) WisdomTree Digital will not be required to comply with entitlement orders or other instructions communicated by User through any means (including, without limitation, by mail, telephone, electronic mail or other media) other than the Services.

10. WT Dollar Services

- a. **About WT Dollars.** WT Dollars are intended to be used as a payment mechanism and are regulated under applicable federal and state money transmission and virtual currency laws. References to value held in "cash" in the App will generally refer to WT Dollars.
- b. **WT Dollar Reserve.** WT TrustCo, as the issuer of WT Dollars, will maintain a reserve of assets (the "**Reserve**") that has an aggregate U.S. Dollar market value, as of the end of each business day, equal to or greater than the value of all outstanding WT Dollars. The Reserve will be held by WT TrustCo for the benefit of WT Dollar holders and used for the purpose of providing U.S. Dollars to exchange for WT Dollars. Subject to applicable regulatory requirements and limitations, WT TrustCo will maintain the Reserve in accounts that are segregated from WT TrustCo's proprietary assets at U.S. depository institutions and securities custodians, as applicable, in one or more of the following asset classes: (i) U.S. Treasury bills three months or less from their respective maturities; (ii) reverse repurchase agreements fully collateralized by U.S. Treasury bills, U.S. Treasury notes, and/or U.S. Treasury bonds on an overnight basis; (iii) U.S. government money-market funds; and (iv) deposit accounts at U.S. state or federally chartered depository institutions.
- c. **Purchase and Exchange of WT Dollars.** Only Users with a User Account in good standing (as determined in WisdomTree's sole discretion) are eligible to purchase WT Dollars from, or exchange WT Dollars for U.S. Dollars with, WisdomTree Digital. Upon receipt of U.S. Dollars from your External Account, WT Dollars will be issued and transferred to your Wallet an equal number of WT Dollars (i.e., all exchanges are on a one-for-one basis). Upon your transfer of WT Dollars to a Wallet or blockchain address designated by WisdomTree Digital on the Delivery Schedule, the WT Dollars will be cancelled and an equal number of U.S. Dollars will be transferred to your External Account. The exchange of WT Dollars for U.S. Dollars shall be deemed to have occurred when the outgoing transfer of U.S. Dollars to your External Account has been fully processed and initiated. WisdomTree Digital will make commercially reasonable efforts to process exchanges of WT Dollars for U.S. Dollars promptly, but it may take up to two (2) full business days for your External Account balance to reflect the U.S. Dollars (or such other longer time period as may be required by your External Account). You agree that a transfer of a WT Dollar to such designated wallet or blockchain address will be the exclusive means of exchanging a WT Dollar for a U.S. Dollar with WisdomTree Digital, and that the issuance, delivery, transfer and exchange of WT Dollars will be further subject to applicable conditions and fees, including the Transaction and Mutual Fund Order Processing terms in Section 5 above, Appendix 2 and applicable WT Dollar policies that WisdomTree Digital may publish and update from time to time in the App.
- d. **WT Dollar Risks, Disclosures and Acknowledgments.** You agree that: (i) WT Dollars do not convey any direct or indirect property interest in or right to withdraw any assets held in the Reserve, and (ii) WT TrustCo is entitled to and may withdraw from the Reserve all net returns earned on assets held in the Reserve to the extent not required to maintain the Reserve at a market value equal to the value of all outstanding WT Dollars. In addition, by obtaining, holding, or using WT Dollars, Users agree and acknowledge that WT Dollars are subject to certain risks disclosed in Appendix 2 and other risks disclosed from time to time to you in the App.

11. Cryptocurrency Forks.

WisdomTree Digital is not responsible for any Fork of a Crypto Asset and is not liable for any loss in value of the Crypto Assets as a result of any Fork or otherwise. "**Fork**" means a change in the consensus rules of a network for a Crypto Asset. Further:

- a. In the event of a Fork, WisdomTree Digital will use reasonable efforts to investigate the legal, technical and operational feasibility of providing services with respect to the resulting branches thereof and will determine, in its sole discretion, whether to support (or cease supporting) each branch of such Fork, except that, WisdomTree Digital

shall not be obligated to investigate or support any Fork that establishes a new genesis block so as to create a distinct blockchain that does not include information recorded prior to the change.

- b. It is the responsibility of User to make itself aware of anticipated or upcoming operational or systemic changes involving a Crypto Asset and User must carefully consider publicly available information as well as information provided by WisdomTree Digital, if any, in determining whether to exchange Crypto Assets for WT Dollars.

- 12. Risk Disclosure.** *The risk of loss in purchasing, selling, trading, using or holding WT Digital Assets can be substantial. There is also risk of loss associated with investing in WT Digital Funds, including loss of principal. User acknowledges these risks, and the risks disclosed in Appendix 2, and agrees that User is solely responsible for determining the nature, suitability, and appropriateness of those risks for User considering User's circumstances, financial resources, and knowledge or understanding of digital assets and other assets. Crypto Assets, such as bitcoin and ether, are complex, generally exhibit extreme price volatility and unpredictability, and should be viewed as highly speculative assets. The price and liquidity of WT Digital Assets may be subject to large fluctuations. Because WT Digital Assets are based on, and WT Digital Funds also maintain a record on, blockchain protocols, any malfunction, breakdown or abandonment of the blockchain protocols may have a material adverse effect on WT Digital Assets and could negatively impact transactions in WT Digital Fund shares. Legislative and regulatory actions at the federal, state and international level may also impact the value or functionality of WT Digital Assets, the nature of WisdomTree Services, and the ability of WisdomTree to offer the Services in User's jurisdiction. The Content provided on the Sites is for informational purposes only and Content contained on or made available through the Sites is not intended to and does not constitute legal advice, financial advice, tax advice or other professional advice and no attorney-client relationship is formed. WisdomTree does not make any guarantee or other promise as to any results that may be obtained from using the Services and Sites. User should not make any financial decision, including using any Services, without first consulting his or her own financial, tax and legal advisors and conducting his or her own research and due diligence. It is User's responsibility to review the Services and the Agreement on a regular basis, which may change from time to time. If User objects to any such changes, User's sole recourse will be to terminate its User Account as set forth in Section 16I. below. If User does not understand any or all of the terms and conditions in this Agreement or any Services, User should consult a lawyer or other qualified professional as circumstances require before accepting this Agreement or using any Services.*

GENERALLY APPLICABLE TERMS

- 13. License Grant.** User is hereby granted a limited, nonexclusive, nontransferable, revocable, non-sublicensable license, subject to the terms and conditions of this Agreement, to access and use the Services and related mobile phone applications and websites (the “**Sites**”), content, materials and information (collectively, the “**Content**”) solely for approved purposes as permitted herein. Any other use of the Services or Content is expressly prohibited and all other rights, title, and interest in the Services or Content is exclusively the property of WisdomTree or their respective licensors. User agrees it will not copy, transmit, distribute, sell, license, reverse engineer, decompile, modify, publish, or participate in the transaction or sale of, create derivative works from, or in any other way exploit any of the Services or Content, in whole or in part. “WisdomTree,” “WisdomTree Digital,” “WisdomTree Prime,” “WisdomTree Gold,” “WT Gold,” “WisdomTree Dollar,” “WT Dollar,” “WisdomTree Digital Asset,” “WT Digital Asset,” “WT Digital Fund”, ticker symbols related thereto, and all logos related to the Services or Content or displayed on the Sites are registered trademarks or are otherwise protected intellectual property of WisdomTree or its licensors. User may not copy, imitate, or use such intellectual property without WisdomTree’s prior written consent.
- 14. Prohibited Use or Conduct.** In connection with your access to or use of the Sites, Services or Content, including your interactions with other Users and third parties, you agree and represent that you will not engage in any of the following prohibited activities (collectively, “**Prohibited Use or Conduct**”):
- a. engage in any activity which would: (1) violate, or assist in violation of, any law, statute, ordinance, regulation, sanctions programs administered in the countries where WisdomTree conducts business, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control; (2) involve proceeds of any unlawful activity; or (3) publish, distribute or disseminate any unlawful material or information;
 - b. attempt to gain or facilitate unauthorized access to the Sites, other User Accounts, computer systems, or networks connected to the Sites, through password mining, cyber-attacks or any other means;
 - c. engage in any activity which would: (1) interfere with another person’s access to or use of any Services or Content; (2) defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not

limited to, rights of privacy, publicity, and intellectual property) of other Users or any other person; (3) incite, threaten, facilitate, promote, or encourage violent acts against other Users or any other person; or (4) harvest or otherwise collect information from the Sites about other Users or any other person, including without limitation email addresses, without proper consent;

- d. engage in any activity which operates to defraud WisdomTree, any Users, or any other person, or which provides any false, inaccurate, or misleading information to WisdomTree;
- e. engage in transactions involving: (1) the use of WisdomTree intellectual property, name, or logo, including use of WisdomTree trade or service marks, without express consent from WisdomTree or in a manner that otherwise harms WisdomTree or the WisdomTree brand; (2) any action that implies an untrue or misleading endorsement by or affiliation with WisdomTree;
- f. introduce to the Sites, Content or Services any malware, virus, trojan worms, logic bombs, or other harmful material whatsoever;
- g. develop any third-party applications that interact with the Sites, Content or Services without our prior written consent; or
- h. encourage or induce any third party to engage in any of the activities prohibited under this Section.

Enforcement of this Section 14 is solely at WisdomTree's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

15. **Modifications.** The Services are subject to modification by WisdomTree in its sole discretion to reflect (a) technical, administrative, market-based or other changes that WisdomTree determines, in good faith, are required or desirable; (b) to comply with the requirements of WisdomTree's service providers; or (c) any legal, regulatory or market-based changes that WisdomTree determines in good faith, may affect the Services.

16. Suspension, Termination, and Cancellation.

- a. **In General.** WisdomTree may: (i) suspend, restrict, or terminate User's access to any or all Services, Sites or Content (or any portion thereof), or (ii) deactivate a User Account if: (1) WisdomTree is so required by a subpoena, court order, or binding government order; (2) WisdomTree reasonably suspects User of using its User Account in connection with Prohibited Use or Conduct; (3) use of a User Account is subject to any pending litigation, investigation, or government proceeding or WisdomTree perceives a heightened risk of legal or regulatory non-compliance associated with a User Account activity; (4) WisdomTree's service partners are unable to support User's use; (5) WisdomTree determines, in good faith, that the data, software, technology or other intellectual property used to provide the Services is not commercially satisfactory in terms of legality, quality, volume, availability or significance, or the Services (in WisdomTree's good faith determination) become unlawful, subject to a third party claim or are to be otherwise discontinued, (6) User does not respond promptly and fully to any request by WisdomTree for additional information related to User; or (7) User takes any action that WisdomTree deems as Prohibited Use or Conduct. User acknowledges that if User attempts to access the User Account from a jurisdiction subject to certain U.S. sanctions or if User is ordinarily a resident in such a jurisdiction, or if WisdomTree believes that User is attempting such access or has become a resident in such a jurisdiction, WisdomTree may restrict your User Account, and any pending orders may be cancelled. User authorizes WisdomTree to cancel or suspend any pending Transactions at the time of such suspension or termination of Services or deactivation of a User Account and User agrees that WisdomTree will not be liable for any losses that User may suffer as a result.
- b. **Other Court Orders, Regulatory Requirements, or Legal Process.** If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from a User Account or releasing your funds. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or a User Account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than one hundred eighty (180) days.
- c. **Notice to User.** If WisdomTree suspends or terminates User's access to or use of Services or must comply with a court order, applicable law, regulatory requirement, or other legal process for any reason, WisdomTree will provide

User with notice of its actions unless a court order or other legal process prohibits WisdomTree from providing User with such notice. User acknowledges that WisdomTree's decision to take certain actions, including limiting access to, suspending, or closing a User Account, may be based on confidential criteria that are essential to WisdomTree's risk management and security protocols.

- d. **Liquidation of User Account.** If a User Account is deactivated for any reason, within ninety (90) days after User Account deactivation or such other date on which such transfer or exchange is no longer (1) prohibited under the law, including but not limited to applicable sanctions programs, (2) prohibited by a subpoena or court order, or (3) prohibited by any limitations imposed on WisdomTree by our service partners, WisdomTree may, in its discretion and at User's expense, purchase any WT Digital Assets remaining in the User Account and send the proceeds to an External Account as directed by User or, in the absence of such direction, to User's last known address. WisdomTree may, in its sole and absolute discretion, deduct from proceeds returned to User the value of any damages, costs or expenses to which WisdomTree is entitled or any other amount owed to WisdomTree pursuant to this Agreement, subject to applicable law.
- e. **Termination by User.** User may cancel its User Account at any time by withdrawing all balances and contacting customer support at Customer Support Contacts. User agrees to notify WisdomTree and close a User Account before establishing residency in any jurisdiction subject to U.S. sanctions. User will not be charged for canceling its User Account.

17. Data Privacy and Security

- a. **Personal Data.** You acknowledge that we may process Personal Data that you have provided or in the future provide to us for purposes of accessing or continuing to access the WisdomTree Services, Sites and Content. Accordingly, you represent and warrant that: 1) any disclosure of Personal Data to WisdomTree is accurate, complete, authentic and made in accordance with applicable privacy and data protection laws; 2) before providing Personal Data to WisdomTree, you have read and understood our [Privacy Policy](#) (as may be amended from time to time); 3) you will promptly read any updated versions of our [Privacy Policy](#) provided to you before continuing your access to the WisdomTree Services, Sites and Content; and 4) you will not provide another individual's Personal Data to us except for your own.
- b. **Data Security Incidents.** If you suspect that your User Account, Personal Data or any of your password security details have been compromised, or become aware of any fraud, attempted fraud or any other security incident (including a cyber-attack) affecting you and/or WisdomTree, you must notify WisdomTree customer support as soon as possible at Customer Support Contacts, and continue to provide accurate and complete information throughout the duration of the security incident. You agree to take any steps or proactive measures reasonably required by WisdomTree to mitigate, manage or report any security incident. Failure to provide prompt notification of any security incident may affect the appropriate resolution of the matter.

18. Customer Support, Feedback, Downtime and Notifications

- a. **Customer Support.** WisdomTree will provide User with support to resolve issues relating to a User Account and its use of the Services. This support includes resources and documentation ("**Support Documentation**") that WisdomTree makes available to User on the Sites as well as account executives and support personnel to answer User's inquiries. If User has questions, it should review the Support Documentation and contact a WisdomTree representative to resolve its questions.
- b. **Feedback.** User agrees that any feedback or ideas it provides to WisdomTree regarding the Content or the Service or any suggested improvements thereto (collectively, "**Feedback**") is voluntary and will be the exclusive property of WisdomTree, which WisdomTree may use for any purpose without obligation of any kind. To the extent User owns any rights in Feedback, User hereby assigns to WisdomTree all right, title and interest in and to Feedback. User agrees to perform all acts reasonably requested by WisdomTree to perfect and enforce such rights.
- c. **Downtime.** From time to time due to technological factors, scheduled software updates and/or the performance of other maintenance, as well as factors beyond or within our control, the Sites, the WT Digital Assets and/or other Services may be temporarily interrupted ("**Downtime**"). WisdomTree will seek to provide information on scheduled maintenance windows on a Site. Open orders will be held during Downtime and processed normally following Downtime. Following any Downtime, market conditions and prices may differ significantly from conditions and prices

prior to such Downtime, and the User bears such risks. WisdomTree may also require you to update your version of the App at any time and, unless you update the App, you may experience Downtime or other performance or operational issues.

- d. **Notifications.** From time to time you may receive via the App or e-mail an “Urgent Notification”, “Important Notification” or other notification to alert you to various issues related to the Sites, WT Digital Assets and/o other Services. You agree that you will read any such notification before placing an order and will be deemed to have knowledge of any such notification that is provided or posted when you place an order.

19. Ownership; User Content and Third-Party Content.

- a. **Ownership.** The Content, Sites and Services and all technology, content and other materials used, displayed or provided in connection therewith, together with all intellectual property rights in any of the foregoing are, as between User and WisdomTree, shall be owned by WisdomTree, its affiliates and/or licensors (as applicable), and not owned by User.
- b. **User Content.** User hereby grants to WisdomTree a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content User provides to WisdomTree in connection with its use of the Services or submits or posts to the Sites and that is not Feedback owned by WisdomTree or Personal Data of User (the “**User Content**”). User represents and warrants that: (i) it owns the User Content or has the right to grant the rights and licenses in this Agreement, and (ii) the User Content and use by WisdomTree of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. WisdomTree may remove any User Content from the Sites for any reason at WisdomTree’s discretion.
- c. **Third-Party Content.** In using the Sites, Content or Services, User may view content provided by third parties (“**Third-Party Content**”). WisdomTree does not control, endorse, or adopt any Third-Party Content and is not responsible for Third-Party Content, including without limitation, any material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, User’s business dealings or correspondence with such third parties are solely between User and the third parties. WisdomTree is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and User understands that its use of Third-Party Content, and User’s interactions with third parties, is at User’s own risk.

20. Indemnification; Disclaimer and Limitation of Liability.

- a. **Indemnification.** User agrees to indemnify, defend, and hold harmless WisdomTree, its affiliates, licensors and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives (individually and collectively, the “**WisdomTree Parties**”, from and against any losses, liabilities, claims, demands, damages, costs, and expenses (including attorneys’ fees and any fines, fees, or penalties imposed by any regulatory authority) (“**Claims**”) arising out of or related to: (i) User’s access to or use of the Sites, Content or Services in violation of the terms of this Agreement; (ii) any Feedback; (iii) User’s breach of this Agreement, inclusive of all terms incorporated by reference, or (iv) User’s violation of any law, rule, or regulation, or the rights of any third party (including intellectual property rights or privacy rights); or (User’s conduct in connection with the Services. User will promptly notify WisdomTree Parties of any third-party Claims, cooperate with WisdomTree Parties in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including attorneys’ fees). The WisdomTree Parties will have control of the defense or settlement, at WisdomTree’s sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and WisdomTree or the other WisdomTree Parties.
- b. **No Warranty.** *The Sites, Content and 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, WisdomTree expressly disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. WisdomTree does not make any representations or warranties that use or access to the Sites, Content or any part of the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, accurate, complete, reliable, current, or error-free, or will meet User’s requirements, or that defects in the Sites, Content or Services will be corrected. The disclaimer of implied warranties contained herein may not apply if and to the extent it is prohibited by applicable law.*

- c. **User acknowledges that its User Account data may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes, including software failures, App updates, cyber-attacks, viruses or other harmful materials, protocol changes, forks, Internet outages, node outages or failures, force majeure event or other disasters, scheduled or unscheduled maintenance, or other causes either within or outside WisdomTree's control. User is solely responsible for backing up and maintaining duplicate copies of any information it stores or transfers through the Services.**
- d. **Computer Viruses.** WisdomTree is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect User's mobile phones, computers or other equipment, or any phishing, spoofing, or other cyber-attack. WisdomTree advises the regular use of a reputable and readily available virus screening and prevention software and regular software updates. User should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks, and User should use care in reviewing messages purporting to originate from WisdomTree. Authorized Persons should always log into a User Account through the Services to review any Transactions or required actions if User has any uncertainty regarding the authenticity of any communication or notice.
- e. **Connection Limitations.** Wireless network coverage and Wi-Fi network speed varies by provider and geographic location. WisdomTree is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access the App or for the privacy or security of any wireless or Wi-Fi service. Use only reputable service providers and check with our wireless or Wi-Fi service provider for information about its privacy and security practices. It is possible that a wireless connection can be interrupted, or that a feature, function or Service may not be available when using the App or is disabled, when attempting to conduct a Transaction. Should this happen, review your Transaction history to verify the status of the attempted Transaction when you return to an area of wireless coverage of Wi-Fi access.
- f. **Site Accuracy.** Although WisdomTree intends to provide accurate and timely information via its Sites, Content and Services, the Sites, Content and Services may not always be accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide User with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding WisdomTree's policies, products, Sites, Content and Services. Accordingly, User should verify all information before relying on it, and all decisions based on information contained in the Sites, Content or Services are User's sole responsibility and User is liable for such decisions. Links to Third-Party Content (including without limitation Sites) may be provided as a convenience but are not controlled by WisdomTree. **To the maximum extent permitted by law, WisdomTree disclaims all liability in the event any Content, commentary, analysis, or opinions prove to be inaccurate, incomplete or unreliable, or result in any investment or other losses. User's use of the Content or Third-Party Content linked from the Internet is at its own risk.**
- g. **Limitation of Liability.** *To the fullest extent permitted by applicable law, in no event will WisdomTree, its affiliates, service providers, or any of their respective officers, directors, agents, joint venturers, employees, or representatives ("WisdomTree Parties") be liable under any theory of liability for (i) any loss of revenue, income, or profits, or for loss of use of data, or for any special, incidental, indirect, intangible, or consequential damages, arising out of or in any way related to authorized or unauthorized use of the Sites, Content or Services or otherwise related to this Agreement, regardless of the form of action, whether based in contract, tort, negligence, strict liability, or otherwise (even if WisdomTree has been advised of the possibility of such damages and regardless of whether such damages were or should have been foreseeable); or (ii) any loss of value or opportunity associated with a User Account resulting from the suspension or closing of, or access or other restrictions placed on, a User Account, including for any of the reasons listed in Section 16. In no event will the aggregate liability of WisdomTree exceed the total Fees actually paid by User for the Services during the three (3) months prior to the time the applicable cause or causes of action arose. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to a User in such jurisdictions (in whole or in part).*
- h. **Right to Set Off.** *To the fullest extent permitted by applicable law, WisdomTree reserves the right to set-off any damages, costs, expenses or amounts owed to WisdomTree or any other person hereunder (e.g., an indemnitee) by User for breach of this Agreement, User's indemnification obligations, or for User's other obligations under this Agreement against funds or assets in a User Account (including, without limitation, User Account-related Fees and transaction Fees and User Account negative balances).*

- i. **Release.** *To the fullest extent permitted by applicable law, User releases WisdomTree and the other WisdomTree Parties from responsibility, liability, claims, demands or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If User is a California entity, User hereby waives its rights under California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

21. Dispute Resolution; Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES USER AND WISDOMTREE TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES USER AND WISDOMTREE FROM SUING IN COURT OR HAVING A JURY TRIAL. USER AND WISDOMTREE AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. WISDOMTREE AND USER ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.

- a. **Arbitration of Disputes.** *Except for disputes in which User or WisdomTree seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, User and WisdomTree waive their rights to a jury trial and to have any dispute arising out of or related to this Agreement or the Services resolved in court. Instead, for any dispute or claim relating to this Agreement or the Services, each party agrees to first contact the other party and attempt to resolve the claim informally by sending a written notice of the claim ("Notice") to the other party by email or by certified mail addressed to 250 West 34th Street, 3rd Floor, New York, NY 10119 Attn: Legal Department. The Notice must (i) describe the nature and basis of the claim; and (ii) set forth the specific relief sought. If the parties do not reach an agreement to resolve the claim within 30 days after such Notice is received, then either party may submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA") or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in New York, New York, in accordance with the then-current version of the AAA's Consumer Arbitration Rules ("AAA Rules").*
- b. *For all arbitrations where the claims asserted are \$25,000 or less, the arbitration shall be resolved according to the AAA's Procedures for the Resolution of Disputes through Document Submission, and for all other arbitrations the following procedure will apply: (i) the arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate; (ii) any in-person appearances will be held at a location that is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, and (iii) if the parties are unable to agree on a location, such determination will be made by the AAA or by the arbitrator.*
- c. *The parties agree that this Agreement affects interstate commerce and that the enforceability of this Section 21 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the AAA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.*
- d. *The arbitrator, WisdomTree, and User will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. WisdomTree and User agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive*

information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. WisdomTree and User agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

- e. *The parties agree that for any arbitration that a party initiates, the initiating party will pay all AAA fees and costs. The parties agree that the state or federal courts of the State of New York and the United States sitting in New York, New York have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.*
 - f. *Any claim arising out of or related to this Agreement, the Services, Sites or Content must be filed within one year after such claim arose.*
 - g. *If any portion of this Section 21 is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision will be severed from this Agreement; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 21 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 21; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 21 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 21 will be enforceable.*
 - h. *Notwithstanding the foregoing, in the event the parties engage in arbitration involving WisdomTree Securities, such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, FINRA or any national securities exchange that provides a forum for the arbitration of disputes, provided that WisdomTree is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the AAA Rules as set forth in this Section 21.*
- 22. Governing Law and Venue.** Any dispute arising from this Agreement and User's use of the Services, the Sites or any Content will be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent preempted by federal law, without regard to conflict of law rules or principles (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the State of New York and the United States, respectively, sitting in New York, New York.
- 23. Compliance with Law; Taxes.** User is responsible for complying with all applicable laws related to its activities and other use of the Services, including without limitation any reporting obligations and payment of all applicable taxes. WisdomTree does not deduct any amount for taxes for User when User enters into a Transaction or WT Digital Fund order, and User is solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority in any nation with respect to any such Transaction or WT Digital Fund order. All amounts set out, or expressed to be payable hereunder by User to WisdomTree shall be deemed to be exclusive of any Value-Added Tax ("VAT"). If VAT is chargeable, User shall pay to WisdomTree an amount equal to such VAT.
- 24. Unclaimed Property.** If a User Account remains closed or dormant for a long enough period of time, WisdomTree may be required, upon the passage of applicable time periods, to report any remaining funds in such User Account as unclaimed property in accordance with abandoned property and escheat laws. If this occurs, WisdomTree will use reasonable efforts to give written notice to User. If User fails to respond to any such written notice within seven (7) business days or as otherwise required by law, WisdomTree may be required to deliver any such property to the applicable jurisdiction as unclaimed property. We reserve the right to deduct an administrative fee resulting from such unclaimed funds, as permitted by applicable law.
- 25. Other Permitted Disclosures and Compliance with Legal Process**
- a. **Other Permitted Disclosures.** We may share information concerning you and your User Account:

- i. with our banks and other financial institutions that we use or may use to process funds in connection with the Services;
- ii. with law enforcement, regulatory authorities, tax authorities, self-regulatory organizations officials, or other third parties when we are compelled to do so by a subpoena, court order, binding government order, examination, investigation or similar legal procedure, or when we believe in good faith that the disclosure of your information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate potential violations of this Agreement or any other applicable policies;
- iii. with third parties, such as vendors, agents, contractors and our advisors (e.g., legal, financial, business or other advisors), in order to administer the Services, including to verify your identity, conduct screening and perform due diligence checks;
- iv. in connection with a merger, acquisition or other business combination; or
- v. as permitted or required by applicable law.

b. Legal Process. You agree and understand that WisdomTree may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, that WisdomTree in good faith believes to be valid. WisdomTree shall be under no obligation to contest the validity of any such document or process. WisdomTree may, but is not required to, notify you of such process. WisdomTree may charge you for associated costs, including attorneys' fees. User agrees that WisdomTree may honor any legal process, regardless of the method or location of service.

26. Market Data. WisdomTree may provide or make available to User certain content, information, or data, including information or data relating to assets, the markets, fundamental information and other related information or data (collectively, "**Market Data**"). WisdomTree obtains Market Data from exchanges, platforms, third party information providers, and other third parties that distribute or transmit Market Data (collectively, "**Third Party Providers**"). If WisdomTree provides or makes Market Data available to User, this does not grant User any rights, title, or interest over or in that Market Data. Market Data is provided to User solely on the basis that User represents and warrants that User will use any Market Data solely for User's personal non-business use in connection with access to or use of the App.

27. General Provisions.

- a. Electronic Notices.** User consents to receive electronically all communications, agreements, documents (including, without limitation, any tax documentation), receipts, notices, and disclosures (collectively, "**Communications**") that WisdomTree provides in connection with this Agreement, a User Account or any Services. User agrees that WisdomTree may provide these Communications to User by posting them on the Sites, through SMS text message to User's mobile phone number, or through the Services, by emailing them to User at the email address it provides. User may revoke its consent to receive Communications by terminating its User Account.
- b. Telephone and Electronic Communications.** User understands and agrees that WisdomTree may record and monitor any telephone or electronic communications with the User. Unless otherwise agreed in writing in advance, WisdomTree does not consent to the recording of telephone conversations by any third party of the User. User acknowledges and understands that not all telephone or electronic communications are recorded by WisdomTree, and WisdomTree does not guarantee that recordings of any particular telephone or electronic communications will be retained or are capable of being retrieved.
- c. Relationship of the Parties.** WisdomTree is an independent contractor for all purposes. Nothing in this Agreement will be deemed or is intended to be deemed, nor will it cause, User and WisdomTree to be treated as partners, joint ventures, or otherwise as joint associates for profit, or either User or WisdomTree to be treated as the agent of the other.
- d. Entire Agreement.** This Agreement, including its Appendices and all other documents referenced herein, comprise the entire understanding and agreement between the parties as to the subject matter hereof, and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement), between and among the parties. Section headings in this Agreement are for convenience only, and do not govern the meaning or interpretation of any provision of this Agreement.

- e. **Assignment.** User may not assign any rights or licenses granted under this Agreement. WisdomTree reserves the right to assign its rights without restriction, including without limitation to any WisdomTree affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof is null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- f. **Amendment.** From time to time, WisdomTree may revise this Agreement and reserves the right to do so, in its sole and absolute discretion, and User agrees that WisdomTree has this unilateral right. Users continued use of the Services, the Sites or the Content shall be deemed acceptance of the then prevailing terms and conditions of this Agreement, whether or not User has read or otherwise received actual notice of any changes. If User does not agree to a change, User should stop using the Services. User agrees that all modifications or changes to this Agreement are in force and enforceable immediately upon posting, provided that WisdomTree agrees that to the extent any material changes are made to this Agreement (including with respect to Fees, as set forth in Section 6 above), WisdomTree will send User an email or other communication regarding the update and include an updated version of this Agreement on its Sites or through the dashboard. The updated version of the Agreement will include a new “last modified” date at the top of the Agreement in order to identify the then-currently applicable Agreement. Any updated or edited version supersedes any prior versions immediately upon posting (or, with respect to Fees, at such time as set forth in Section 6 of this Agreement), and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and explicitly states that the prior version (or portions thereof) will remain in effect. Certain of the Additional Agreements may also be amended from time to time without your consent, and the amended Additional Agreements will be effective when posted on the WisdomTree website, mobile application, customer dashboard, or third-party website. It is your responsibility to check the website and app for updates to any of the agreements. By continuing to use the applicable Services following any amendment to the Additional Agreements, you agree to be bound by all such amendments.
- g. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law, and the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement does not waive rights that cannot be waived under applicable law.
- h. **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, User Account cancellation, debts owed to WisdomTree, general use of the Sites, disputes with WisdomTree, and general provisions, will survive the termination or expiration of this Agreement.
- i. **Force Majeure.** WisdomTree is not be liable for delays, failure in performance, or interruption of Service which result directly or indirectly from any cause or condition beyond its reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, embargoes, act of terrorists, civil disturbance, war, strike, or other labor dispute, fire, weather conditions, interruption, technical problems, hacking, spam, viruses or vandalism in telecommunications, Internet services, network provider or other infrastructure services, failure or other malfunction of equipment or software, breaches or failures by third parties, including banks, fiat currency conversion rate fluctuations, pandemics, epidemics, quarantines, other catastrophe, or any other occurrence which is beyond its reasonable control and does not affect the validity and enforceability of any remaining provisions.
- j. **State Licenses.** WisdomTree maintains certain licenses to engage in money transmission activities as set forth in the WisdomTree State License Disclosure, available at www.wisdomtreeprime.com/disclosures.

BY CLICKING “I AGREE”, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS SET FORTH IN THIS AGREEMENT, WHICH INCLUDES BINDING ARBITRATION THAT WAIVES THE RIGHT TO A JURY TRIAL.

APPENDIX 1

STRIDE BANK, N.A. ACH ACCOUNT AND DEBIT CARD

In addition to the Services described in the Agreement, you may be given the option to apply for a demand deposit accounts offered by Stride Bank N.A., Member FDIC ("**Stride Bank**") as described below:

- 1. ACH Account.** The "**ACH Account**" is a limited purpose demand deposit account used to receive deposits and make transfers to your Wallet. To use your ACH Account, you must agree to the terms set forth in the Stride Bank Demand Deposit Account Agreement provided by Stride Bank ("**Stride Account Agreement**"). You may arrange to deposit U.S. Dollars into the ACH Account. Your ACH Account for which U.S. Dollars are deposited into is provided by Stride Bank, which is a member of the Federal Deposit Insurance Corporation ("**FDIC**"). WT Digital Movement maintains an agreement with Stride Bank whereby Stride Bank provides the services associated with the provision of each ACH Account. By opening an ACH Account, you acknowledge and understand that you are a customer of Stride Bank. All U.S. regulatory obligations associated with the movement of, and holding of, U.S. Dollars in connection with each ACH Account are the responsibility of Stride Bank. For purposes of clarity, any services pertaining to the movement of, and holding of, U.S. Dollars are not provided by WT Digital Movement or its affiliates. U.S. Dollars in your ACH Account are insured up to \$250,000 per depositor by the FDIC in accordance with applicable law in the event Stride Bank fails if specific insurance deposit requirements are met. FDIC insurance does not protect against the failure of WT Digital Movement or malfeasance by any WT Digital Movement employee.
- 2. Deposits to the ACH Account.** Your ACH Account is a limited purpose transaction demand deposit account used to receive deposits and make transfers to your Wallet. The ACH Account may also receive funds that originate as WT Digital Assets in your Wallet and are converted to U.S. Dollars by WisdomTree Digital in accordance with your instructions.
- 3. Sweeps to and from the ACH Account.** All funds received in your ACH Account will be immediately swept from the ACH Account to either (i) a WisdomTree Digital account maintained at an external financial institution to purchase approved WT Digital Assets to be transferred to your Wallet, or (ii) to User's External Account according to instructions you provided to Stride Bank and WisdomTree Digital.
- 4. Card Account.** The "**Card Account**" is a demand deposit bank account connected to WisdomTree Prime Debit Cards as described below (each and collectively the "**WisdomTree Card**").
- 5. WisdomTree Card.** To use a WisdomTree Card and Card Account, you must agree to the WisdomTree Card terms ("**WisdomTree Card Terms**") set forth in this Agreement, including this Appendix 1, in addition to your Stride Account Agreement with Stride Bank. The WisdomTree Card Terms and Stride Account Agreement are collectively referred to as the "**WisdomTree Card Agreements**".
- 6. WisdomTree Card Terms.** The WisdomTree Card Agreements govern the basis upon which WT Digital Movement and Stride Bank will provide you with the WisdomTree Card and your use of the WisdomTree Card, including in connection with the Services. The WisdomTree Card is issued to you by Stride Bank and should be read in conjunction with the WisdomTree Card Agreements.
- 7. Electronic Funds Transfer Disclosures.** Please see Section II of the Stride Account Agreement for information regarding electronic funds transfers.
- 8. Applying for the ACH and Card Accounts.** You will be required to provide certain personal information in connection with your application for the ACH and Card Accounts. You agree that WT Digital Movement may share personal information you previously provided to us under our [Privacy Policy](#) to verify your identity, with Stride Bank and with service providers acting on our behalf or on Stride Bank's behalf solely to verify your identity or address, and/or to manage risk as required under applicable law. Personal information shared with Stride Bank will be treated in accordance with its [Privacy Policy](#). If you do not provide this information, or if we, Stride Bank, or our service providers are unable to verify your identity with the information provided by you to WT Digital Movement, your application for an Account will not be considered. We may refuse to facilitate processing of your application through Stride Bank if we determine in our sole discretion that you are in breach of the terms of this Agreement.
- 9. The WisdomTree Card.** When you open a Card Account, you are requesting a WisdomTree Card, and you will receive a virtual WisdomTree Card accessible in the App when you have the required Available to Spend balance in your Wallet as disclosed in the App, as well as a second WisdomTree Card that may be able to be provisioned to an Apple Pay or Google Pay digital wallet. You acknowledge and agree that the funds accessible through use of the WisdomTree Card are limited

to your Available to Spend as reflected in the Card Account. Card Transactions are authorized based on your Available to Spend as reflected in your Wallet. Your Available to Spend amount is calculated according to the value of certain supported WT Digital Assets or WT Digital Fund Shares held in your Wallet, which may fluctuate depending on the nature of the supported WT Digital Asset or WT Digital Fund itself.

You will be required to select a supported WT Digital Asset or WT Digital Fund in your Wallet as your primary spending method for the WisdomTree Card before it may be used. You may also select a WT Digital Asset or WT Digital Fund as a backup spending method for the WisdomTree Card. You can update your primary spending method to any supported WT Digital Asset or WT Digital Fund at any time.

When you use a supported WT Digital Asset as a spending method for a Card Transaction, you authorize WT Digital to exchange your supported WT Digital Asset(s) for the then-current equivalent U.S. Dollar amount sufficient to fund the Card Transaction in U.S. Dollars and any fees and charges assessed according to the Stride Account Agreement and this Agreement. When you use a supported WT Digital Fund as a spending method for a Card Transaction, you authorize and instruct WisdomTree to redeem an amount of shares in the supported WT Digital Fund for the then-current equivalent U.S. Dollar amount, which you then authorize WT Digital and/or Stride Bank to use to fund the Card Transaction in U.S. Dollars and pay any accompanying fees and charges described (i) in your Stride Account Agreement, if applicable, (ii) Section 13 of this Appendix 1, and (iii) Section 6 of the Agreement. You further authorize WT Digital Movement and Stride to transfer such U.S. Dollar funds as necessary to settle the Card Transaction with the Card Networks. You acknowledge that any refunds and returns will be made in WUSD, regardless of the spending method initially used for the transaction; and you authorize us to exchange automatically any refunds or returns posted to your Card Account for WUSD.

10. Maximum Execution Time. The maximum execution time of the Card Transaction itself is dependent on actions being taken by the merchant, ATM owner, Card networks and/or other service providers. WT Digital Movement will use commercially reasonable efforts to comply with and adhere to the Card network's settlement timing requirements.

11. WisdomTree Card Limits. The usage and spending limits for the WisdomTree Card are set forth in your Stride Account Agreement.

12. Consent to Use Financial Data

- a. You authorize WT Digital Movement and its affiliates to access or collect certain financial data about your ACH Account and Card Account or linked external bank accounts, including for example and without limitation, account balances, transaction dates, the merchants involved, the transaction types and the amounts, other information and data, or other content (collectively "**Transaction Data**").
- b. WT Digital Movement reserves the right to remove, delete, block, edit or modify any Transaction Data in its possession at any time, subject to applicable regulatory retention requirements, without prior notice and in its sole discretion for any reason or no reason. WT Digital Movement has no obligation to retain or delete any of your Transaction Data beyond any applicable regulatory retention periods to which WT Digital Movement is subject.
- c. Please see our [Privacy Policy](#) for further information about the types of Personal Data we collect, how we use your Personal Data, and your rights with respect to the Personal Data we collect about you.

13. Fees and Charges. When WT Digital Movement performs the Services in connection with the ACH Account, the Card Account, and the WisdomTree Card, WT Digital Movement will charge related Fees pursuant to Section 6 of this Agreement and as set forth in the Fee Schedule. Fees for the Services are separate from and in addition to any fees and charges included in your Stride Account Agreement.

14. Refunds. If you are entitled to a refund for any reason for goods or services obtained with your WisdomTree Card, the refund shall be processed in accordance with the terms set out in your Stride Account Agreement. Once a refund has been posted by the merchant, we will arrange for it to be refunded to your Card Account in U.S. Dollars.

15. Information Regarding Card Transactions. You may find details regarding Card Transactions that you have executed in the App and the periodic statement provided for your Card Account.

16. Right to Debit, Access, or Offset other Services. If for any reason you have insufficient U.S. Dollars in your ACH Account or insufficient supported WT Digital Assets in your Wallet to fund a transaction, we reserve the right to debit, access, or offset the amount of all or part of the transaction from any other Service that you obtain from us, including but not limited to any U.S. Dollars or WT Digital Assets you hold today, or in the future, in your Wallet, ACH Account, or in

connection with any other Services. This includes situations where WT Digital Movement has granted you provisional credit in U.S. Dollars or supported WT Digital Assets in connection with a disputed transaction that is later resolved in favor of the opposing party.

- 17. Restriction, Suspension, and Termination.** ACH Account or WisdomTree Card use may be restricted, suspended or terminated with immediate effect as set forth in your Stride Account Agreement.
- 18. Other Terms.** In the event of a conflict between this Agreement and the Stride Account Agreement, the provisions of the Stride Account Agreement shall prevail.
- 19. WisdomTree Liability.** This section operates in addition to any limitation of liability expressed elsewhere in this Agreement. WisdomTree will not be liable to you for any loss arising from:
 - a. Any third party that refuses to accept a transaction related to the ACH Account or WisdomTree Card;
 - b. Any breach by WisdomTree of this Agreement due to abnormal or unforeseen circumstances beyond WisdomTree's reasonable control, which would have been unavoidable despite WisdomTree's efforts to stop it;
 - c. Stride Bank restricting, suspending, or terminating a ACH Account or WisdomTree Card;
 - d. Stride Bank declining a transaction that you make or attempt to make using the ACH Account or WisdomTree Card;
 - e. WisdomTree or Stride Bank restricting, suspending, or terminating your Wallet, ACH Account, WisdomTree Card, or any related Services; or
 - f. WisdomTree's compliance with any applicable laws and regulations.

Banking services and the ACH Account are provided by Stride Bank, N.A., Member FDIC. The WisdomTree Prime Visa Debit Card is issued by Stride Bank pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa debit cards are accepted.

APPENDIX 2

ADDITIONAL TERMS, CONDITIONS AND RISK DISCLOSURES

The additional terms, conditions and risk disclosures set forth in this Appendix constitutes an addendum to the Agreement for the provisions and use of the WT Digital Assets. These terms apply to each electronic form or contract executed by Users of WT Digital Assets, unless expressly stipulated otherwise in the Agreement. To the extent there is a conflict between this Appendix and the Agreement, the terms of this Appendix shall govern and control. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

IF YOU DO NOT AGREE TO OR ACCEPT ALL OF THE TERMS, CONDITIONS AND RISKS SET FORTH IN THIS APPENDIX, PLEASE IMMEDIATELY DISCONTINUE ACCESS TO, AND USE OF, THE SERVICES.

1. DISCLAIMERS AND RISK DISCLOSURES

- a. We are not responsible for any loss or damage by you as a result of your use of the App, WT Digital Assets, and the Services or for your failure to understand the nature of crypto assets, including WT Digital Assets, or the market for such assets.
- b. You acknowledge and accept that you may be liable for any unauthorized cryptocurrency transactions, subject to applicable law. Unauthorized cryptocurrency transactions include WT Digital Assets that are purchased, sold, or transferred within your Wallet that you did not authorize and do not benefit you. For the avoidance of doubt, it is not an unauthorized cryptocurrency transaction if you grant authority to someone to use your account login information and they exceed the authority you gave them. You are solely responsible for transactions made in this situation unless you previously notified us that you no longer authorize transactions by that individual.
- c. Your rights related to your use of the App, WT Digital Assets and the Services include the following, as applicable:
 - i. The right to stop payment of a preauthorized cryptocurrency transfer and the procedure to initiate such a stop-payment order;
 - ii. The right to receive period account statements and valuations from us;
 - iii. The right to receive a receipt or other evidence of your purchase, sale, and transfer of WT Digital Assets; and
 - iv. Any other disclosures applicable to opening accounts with us.
- d. You acknowledge the following risks related to your use of the App, WT Digital Assets and the Services:
 - i. The risk of loss in trading cryptocurrencies may be substantial and losses may occur over a short period of time.
 - ii. The price and liquidity of cryptocurrencies has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
 - iii. Cryptocurrency is not legal tender, is not backed by government, and accounts and value balances are not subject to FDIC or Securities Investor Protection Corporation (“SIPC”) protections.
 - iv. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange and value of cryptocurrency.
 - v. Transactions in cryptocurrency may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
 - vi. Some cryptocurrency transactions shall be deemed to be made when recorded on the public ledger, which is not necessarily the date or time the customer initiates the transaction.
 - vii. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange fiat currency for cryptocurrency, which may result in the potential for permanent or total loss of value of a particular cryptocurrency should the market for that cryptocurrency

disappear.

- viii. There is no assurance that a person that accepts a cryptocurrency as payment today will continue to do so in the future.
 - ix. The volatility and unpredictability of the price of cryptocurrency relative to fiat currency may result in significant loss over a short period of time.
 - x. The nature of cryptocurrency may lead to an increased risk of fraud or cyberattack.
 - xi. The nature of cryptocurrency means that any technological difficulties experienced by WisdomTree may prevent the access or use of a customer's cryptocurrency.
 - xii. Any bond or trust account maintained by WisdomTree for the benefit of its customers may not be sufficient to cover all losses incurred by customers.
 - xiii. The Stellar blockchain may experience backlogs, higher than normal transaction fees, changes to the network, failure or a fork in the protocol. WisdomTree does not own or control the Stellar blockchain and are not responsible for the operation of the Stellar network and make no guarantees regarding the network's security, functionality, or availability.
- e. WisdomTree Digital and its service providers, as well as the App, wallets, and blockchain networks, may be susceptible to operational and information security risks resulting from a breach in cybersecurity, including cyberattacks. A breach in cybersecurity, intentional or unintentional, may adversely impact WisdomTree Digital or a User in many ways, including but not limited to, disruption of WisdomTree Digital's operational capacity, loss of proprietary information, theft or corruption of data, denial-of-service attacks on websites or network resources, and the unauthorized release of confidential or personal information. Cyberattacks affecting WisdomTree Digital third party service providers, App, Wallet, or blockchain network may subject WisdomTree Digital and Users to many of the same risks associated with direct cybersecurity breaches.

2. UPGRADES, FREEZES, AND SEIZURES

- a. WisdomTree Digital has the ability and the right to freeze and upgrade all Crypto Assets, WT Dollars and WT Gold (on an aggregate basis), regardless of where the Crypto Assets, WT Dollars and WT Gold are being held. WisdomTree Digital will make commercially reasonable efforts to provide prior notice of any material freeze or upgrade and inform users of the reasons and consequences of such freeze and/or upgrade. WT TrustCo will make commercially reasonable efforts to use the freeze and/or upgrade feature only under limited circumstances.
- b. WisdomTree Digital must comply with any legal directive to freeze, temporarily or permanently, User access to the Crypto Assets, WT Dollars, the Reserve assets backing your WT Dollars, or WT Gold with or without advance notice. WisdomTree Digital will only freeze such assets (1) if required to do so by law, specifically when WisdomTree Digital receives a formal legal directive from a regulator, judicial body, law enforcement agency, or other legal entity having jurisdiction over WisdomTree Digital, (2) pursuant to a formal notification by a WisdomTree Digital service provider or partner according to previously agreed contractual terms, or (3) as deemed necessary by WisdomTree Digital in its sole discretion. Legal directive formats include court-ordered subpoenas, national security letters, and formal written directives from a regulator with oversight of WisdomTree Digital.
- c. Your Crypto Assets, WT Dollars, the Reserve assets backing your WT Dollars, and WT Gold may be subject to seizure or forfeiture by formal written legal directive from a regulator, judicial body, law enforcement agency, or other legal entity having jurisdiction over WisdomTree Digital, and we will comply with the legal process in respect thereof. Seizure may not occur under any circumstances absent such a binding legal directive. If tokens are seized, WisdomTree Digital will ensure that the seized funds are sent to a segregated wallet address held by WisdomTree Digital for the purposes of seizure/forfeiture, until such time as they may be disposed of or otherwise handled as required by law.
- d. If we determine after investigation that any of your Crypto Assets, WT Dollars or WT Gold have been used, or are being used, for illegal (or sanctioned) activity, we may not permit you to exchange your Crypto Assets, WT Dollars or WT Gold for U.S. Dollars from WisdomTree Digital, and, if presented for exchange, such Crypto

Assets, WT Dollars, the U.S. Dollars backing such WT Dollars, or WT Gold, may be forfeited.

- e.** Any Crypto Assets, WT Dollars, WT Gold, or fiat currency underlying the WT Dollars that are subject to freeze, seizure, forfeiture or similar limitation on their use imposed by law may become wholly and permanently unrecoverable and unusable, and in appropriate circumstances, may be destroyed. If tokens are seized, WisdomTree Digital will ensure that the seized funds are sent to a segregated wallet address held by WT TrustCo for the purposes of seizure/forfeiture, until such time as they may be disposed of or otherwise handled as required by law.
- f.** By using our Crypto Assets, WT Dollars or WT Gold, you agree that we may take the actions set forth above and that we will not be liable to you therefor.
- g.** If any part is aware of improper conduct involving WT Digital Assets or WT Digital Funds the party should immediately contact support@wisdomtreeprime.com, as well as law enforcement to work towards filing a law enforcement report. WisdomTree Digital will make reasonable efforts to cooperate with law enforcement inquiries and assist with investigations pertaining to WT Digital Assets or WT Digital Funds.
- h.** Law enforcement may submit information requests to legalnotice@wisdomtree.com.