

NSDQ-ETF-COIN, LP
Terms of Service (ToS)
2025-08-21

1. Acceptance of Terms

Welcome to the NSDQ-ETF-COIN, LP's website, www.nsdqetfcoin.com (the "Site"). By accessing or using the Site (including the investor portal and any related services), you agree to be bound by these Terms of Service ("Terms"). NSDQ-ETF-COIN, LP ("Company", "Fund", "we", or "us") provides this Site to you subject to these Terms, which constitute the entire agreement between you and us regarding your use of the Site. If you do not agree with any of these Terms, you should not use the Site. These Terms govern only your use of the Site and its features; they do not supersede or modify any other agreements you may enter into with us, such as subscription agreements or the fund's governing documents. In the event of any conflict between these Terms and any signed investment agreements (e.g., a Subscription Agreement or Limited Partnership Agreement), the terms of the signed agreements will control.

2. Eligibility and Compliance with Laws

Eligible Users. The Site is intended for use by investors and prospective investors of the Fund who are legally permitted to invest. By using the Site, you represent that you are at least 18 years of age (or the age of majority in your jurisdiction) and that you are legally authorized to access this Site and invest in the offerings presented. You are solely responsible for ensuring that your use of the Site and any investment activities comply with all laws and regulations applicable to you. The information and services on this Site are not intended for any person or entity in any jurisdiction where access would violate applicable laws or regulations. We do not represent or warrant that the Site's content is appropriate or available for use in any particular location. By accessing the Site, you do so on your own initiative and at your own risk, and you are responsible for compliance with your local laws. If you are unsure about your legal ability to invest with us, you should consult your local laws or a qualified advisor before proceeding.

No Offer or Solicitation. Nothing on this Site constitutes an offer to sell or a solicitation of an offer to buy any securities or financial instruments. Any such offer or solicitation will be made only through official offering documents (such as a Confidential Private Placement Memorandum and Subscription Agreement) and only in jurisdictions where it is lawful to do so and to investors who satisfy the applicable eligibility criteria. We reserve the right to restrict or deny access to the Site in any jurisdiction as required to comply with law. Use of the Site or receipt of information on the Site is not an offer or

solicitation to anyone in a jurisdiction where such offer is not authorized or would be unlawful. If you do not meet the requirements to invest (for example, if you are not an accredited or qualified investor where such status is required), you must not attempt to invest through the Site.

3. Account Registration and Security

Registration. Certain areas of the Site (such as the investor portal) require you to register for an online account. When creating an account, you must provide complete, accurate, and current information about yourself as prompted by the registration form. This includes personal and financial details needed to establish your identity and eligibility. You agree to promptly update your account information if it changes, so that it remains true and up-to-date at all times. You must not impersonate anyone or provide false information during registration. We reserve the right to refuse registration, or to suspend/terminate your account, if we suspect that information provided is untrue, not current, or violates these Terms.

Account Security. You are responsible for maintaining the confidentiality of your login credentials (username, password, and any other security information). You must not share your account credentials with anyone else or allow any other person to access the Site through your account. You agree to notify us immediately if you suspect any unauthorized access to or use of your account or password, or any other breach of security. You are fully responsible for all activities that occur under your account, whether or not authorized by you. We are not liable for any loss or damage arising from your failure to protect your credentials or notify us of unauthorized use. We may require you to change your password or suspend your account if we believe it is no longer secure.

Account Usage. You agree to use your account solely for your own personal investment purposes. You must not use anyone else's account or attempt to gain unauthorized access to any part of the Site. We may monitor login activity and usage of the Site to detect any unauthorized access or violations of these Terms. We consider all actions taken under your login credentials to be authorized by you, so please guard your credentials carefully. The Company is not liable for any losses resulting from unauthorized use of your account (to the extent permitted by law), and you may be held liable for losses incurred by us or others due to such unauthorized use.

4. Personal Data and Privacy

Your privacy is important to us. Our collection and use of personal data through the Site is governed by our **[Privacy Policy]**, which is hereby incorporated into these Terms by reference. We encourage you to read the Privacy Policy to understand how we collect, use, store, and disclose your personal information. By using the Site or submitting personal information, you consent to the collection and use of information in accordance with the Privacy Policy.

Personal Information Required. In order to use the investor portal and make investments, you will be required to provide certain personal and financial information. This may include, without limitation, your contact details, proof of identity (e.g. government-issued ID or passport), proof of address, financial statements, and other information necessary for verifying your identity and assessing your investor status. We collect information that you provide in subscription agreements, investor questionnaires, KYC/AML forms, and other onboarding documents. All personal data you provide must be truthful, accurate, and complete. Providing false or fraudulent information is strictly prohibited and may constitute a violation of law.

Use of Personal Data. We will use the personal data you provide for purposes of offering and administering your investments and complying with legal obligations. This includes using your information to process your investor onboarding (e.g. preparing and approving your subscription), to maintain your account, and to satisfy know-your-customer (KYC) and anti-money laundering (AML) due diligence requirements. We may share your information with trusted third-party service providers (such as fund administrators, identity verification services, or financial institutions) as needed to operate the Site and our business, or as required by law. We implement measures to protect your personal data, but you acknowledge that no transmission of data over the internet can be guaranteed as 100% secure. For details on data security practices, please see the Privacy Policy.

5. AML and KYC Compliance

Identity Verification. As a regulated investment service, we are required to comply with applicable Anti-Money Laundering (AML), Counter-Terrorism Financing, and Know-Your-Customer (KYC) laws. Before investing through the Site, you will need to complete our verification process. This process may include filling out an investor qualification questionnaire, providing identification documents (such as a passport or driver's license), proof of address, tax identification numbers, and other documentation we request to verify your identity, source of funds, and investor status. By submitting any KYC/AML documentation, you affirm that the information and documents are genuine, accurate, and belong to you. You authorize the Company to use third-party

services or databases to verify your identity and perform background checks as required by law.

Compliance and Cooperation. We may, at our sole discretion, refuse to open an account, delay or refuse any investment transaction, or freeze or terminate your account if we suspect that you or your account may be involved in fraudulent, illegal, or prohibited activities, or if you fail to provide adequate KYC/AML information. To ensure compliance, we reserve the right to take any action deemed necessary, including suspending access to the Site, reversing transactions, or notifying relevant government or regulatory authorities of any suspicious activity. You agree to cooperate with any requests from us for additional information or documentation to assist us in our compliance efforts. This may include periodic re-submission of KYC documents or providing information regarding the source of funds for your investments.

User Commitments. You represent and warrant that your funds used for investment are not derived from any illegal activities and that you are not on any sanctions or watchlist that would prohibit us from doing business with you. If at any time we discover that you have violated these commitments or any applicable AML/KYC requirements, we may terminate your access and take other actions as necessary. We are not liable for any losses or damages that may result from our compliance actions, such as account suspensions or reporting of your activity, and you acknowledge that we may be legally bound to take such actions.

6. Authorized Use of the Site

We grant you a limited, revocable, non-transferable license to access and use the Site and its content for your personal, non-commercial use only in connection with evaluating or managing your investment in the Fund. All content on the Site, including text, graphics, logos, videos, data, software and other materials, is owned by or licensed to the Company and is protected by intellectual property laws. You may download or print content from the Site for your personal use and records, but you must not remove any copyright, trademark, or other proprietary notices. Except as expressly permitted by these Terms, you may not copy, reproduce, republish, upload, post, transmit, or distribute any content from the Site without our prior written consent. We reserve all rights not expressly granted to you.

Prohibited Activities. You agree that you will not misuse the Site or any content. In particular, and without limitation, you shall not.

- **Interfere with the Site's functioning.** You must not attempt to disable, overburden, or impair the Site or any related system. This includes not uploading viruses or any other harmful code, and not circumventing or disabling any security or technical features of the Site.
- **Unauthorized access.** You must not attempt to gain unauthorized access to any portion of the Site, other user accounts, or any systems or networks connected to the Site by hacking, password "mining" or any other illegitimate means.
- **Reverse engineering.** You shall not reverse engineer, decompile, or disassemble any software or technology used to provide the Site, nor attempt to derive the source code of any such software.
- **Copy or resell services.** You must not copy, modify, or create derivative works of the Site or its content, nor rent, lease, sell, sublicense, or otherwise redistribute the Site or content to any third party.
- **Data mining.** You shall not use any automated system (such as robots, spiders, or scrapers) to access the Site or extract data without our permission.
- **Unlawful use.** You may not use the Site to conduct any fraudulent or illegal activities, or in any way that violates any applicable law or regulation. This includes, but is not limited to, engaging in money laundering, supporting terrorist activities, or attempting to manipulate any markets or securities prices via information on the Site.
- **Misuse of content.** You shall not use the Site's content for unauthorized purposes. For example, you should not remove or obscure any proprietary notices, and you should not use content obtained from the Site for commercial purposes or in competition with our business.

Violation of any of the above may result in immediate termination of your account and access to the Site, and may also expose you to civil or criminal liability. The Company reserves the right to take appropriate legal action in the event of any breach or illegal use of the Site.

7. Fund Investment Process and Electronic Transactions

Subscription Process. The Site's investor portal allows eligible users to initiate an investment in the Fund. If you choose to invest, you will be required to complete and submit certain documents through the Site, such as a Subscription Agreement, an

Investor Qualification Questionnaire, and various KYC/AML documents. By completing these documents electronically on the Site, you are making an offer to subscribe for an interest in NSDQ-ETF-COIN, LP, subject to acceptance by the Company. You agree that your electronic submissions (including clicking assent or providing an electronic signature) are equivalent to your handwritten signature, and you consent to the use of electronic records for all transactions and agreements related to your investment. All documents you submit must be completed truthfully and accurately.

Review and Acceptance. Your submission of investment documents does **not** guarantee acceptance into the fund. All subscriptions are subject to review and approval by the Company. We reserve the right to reject or partially accept any subscription in our sole discretion (for example, if you do not meet eligibility requirements, fail to provide required information, or for any other reason in accordance with the offering terms). We may request additional information or clarification from you during this process. You will be notified if your subscription is accepted or rejected. No investment is final until we countersign your Subscription Agreement or otherwise confirm acceptance in writing. Until that point, the Company's presentation of information on the Site is non-binding and for informational purposes only.

Separate Investment Agreements. Any investment in the Fund will be governed by definitive agreements **separate from these Terms**, including (but not limited to) the Subscription Agreement and the fund's Limited Partnership Agreement or Private Placement Memorandum. Those documents contain the detailed terms of your investment, such as fees, liquidity, risk factors, and your rights and obligations as an investor. **In case of any conflict between those investment agreements and these Site Terms, the investment agreements will prevail.** These Terms **do not alter or supersede** any terms in the fund's offering documents or any agreements you sign in the course of investing. You should carefully review all investment documents and consult advisors as needed before investing.

Transaction Records. We will provide confirmations or acknowledgments for documents submitted or actions taken through the Site (for example, confirming that your subscription documents have been received). It is your responsibility to retain copies of all documents and communications for your records. We also maintain records of transactions and consents on the Site, which will be deemed to be true and accurate unless proven otherwise. If you believe there is an error in any transaction or document, you must contact us promptly to report the issue.

8. No Investment Advice or Recommendations

All content and tools provided on the Site, including any **educational articles, tutorials, fund performance data, or other informational materials**, are for **general informational and educational purposes only**. The Site may provide information about our fund's performance or general market insights, but **nothing on this Site should be construed as investment advice, financial advice, legal advice, or tax advice** tailored to any specific person's situation. We are not investment advisers or brokers through the Site, and we do not provide personalized investment advice or recommendations to buy, sell, or hold any security or financial instrument.

You acknowledge that **you are solely responsible for your investment decisions**. Any decisions you make to invest with the Fund or otherwise are made at your own risk. If you have questions about whether an investment is appropriate for you, or about the legal or tax implications, **you should consult with a qualified financial advisor, legal counsel, or other professional**. In fact, advice from a licensed professional is **strongly recommended** if you are uncertain about any information provided. By accepting these Terms, you confirm that you understand that the content on the Site **does not substitute for professional advice**, and you will not treat it as such.

9. Fund Performance and Risk Disclosures

No Guarantee of Results. The Site may display certain performance information for the Fund or provide projections or targets. **Any past performance figures are provided solely for informational purposes. Past performance is not indicative of future results**, and there is no guarantee that the fund will achieve similar results or meet its investment objectives. All investments involve risk, including the potential loss of principal. **You acknowledge that investing in the fund could result in partial or complete loss of your investment.** The value of investments and any income from them can go down as well as up.

Performance Data. While we strive to ensure that any performance data or reports on the Site are accurate and current, **we do not warrant the accuracy, completeness, or timeliness of any performance information** provided. Performance data may be based on internal valuations or estimates and may not have been audited or verified by independent third parties. Any charts, tables, or return figures are provided for illustrative purposes and may not reflect the full details of fees, market conditions, or other factors affecting returns. **All such information is subject to change without notice**, and we are not obligated to update any information on the Site. You agree that you will not rely on the Site as the sole basis for making any investment decision.

Risk Factors. The Site's materials may discuss certain risks associated with the fund's strategy (or may direct you to the Private Placement Memorandum for a complete

discussion of risks). However, **not all risks or considerations may be listed on the Site**. Investing in the Fund involves risks, including but not limited to market risk, liquidity risk, regulatory risk, and potentially high volatility. **There is no assurance that the fund will achieve its investment objectives or avoid substantial losses**. You should carefully read all risk disclosures in the official offering documents. By using the Site, you acknowledge these risks and agree that the Company is **not responsible for any investment losses** you may incur by relying on information presented on the Site.

10. Third-Party Content and Links

The Site may include content provided by third parties or links to external websites for your convenience (for example, general market news, research, or educational resources from third-party providers). Any such third-party content is provided “as-is” and is completely independent from the Fund. **We do not endorse or approve third-party content, and we make no guarantee of its accuracy or completeness**. If you access any third-party websites or resources linked from our Site, you do so at your own risk. Those external sites are governed by their own terms and privacy policies, not these Terms. **We are not responsible for any loss or damage that may arise from your use of any third-party content or websites**, and the inclusion of any link on our Site does not imply that we sponsor, recommend, or have any affiliation with the linked site or its content.

Please note that any opinions, statements, or recommendations expressed by third parties (including any fund ratings, articles, or forum posts, if applicable) are solely those of the third party and **do not reflect the views of the Fund**. We reserve the right, but have no obligation, to remove or disable access to any third-party content on our Site that we find objectionable or that violates our policies or the law.

11. Disclaimer of Warranties

Use at Your Own Risk. Your use of the Site and its content is at your sole risk. The Site (including the investor portal and all content, software, and services provided through it) is provided on an “as is” and “as available” basis. The Fund and its affiliates, officers, employees, and agents expressly disclaim all warranties and representations of any kind, whether express, implied, or statutory, regarding the Site and the information available through it. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade. We make no guarantee that the Site will be uninterrupted, error-free, or secure, or that any defects will be corrected.

No Warranty on Information. We also do not warrant the accuracy, completeness, or timeliness of any information or content on the Site. While we attempt to provide useful and accurate information, all information, including financial content, is provided “as is” without any warranty as to its accuracy or suitability. The Company does not guarantee that the Site will be available at any particular time or location, that any errors or omissions will be corrected, or that the Site is free of viruses or other harmful components.

Because some jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. In such cases, any warranties required by law are limited to the shortest period and fullest extent permitted by law.

12. Limitation of Liability

Limited Liability. To the maximum extent permitted by law, in no event will NSDQ-ETF-COIN, LP or its affiliates, or their respective directors, officers, employees, or agents, be liable to you for any indirect, incidental, special, consequential, or punitive damages whatsoever arising out of or related to your use of (or inability to use) the Site or its content. This limitation of liability applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and even if we have been advised of the possibility of such damages. This means we will not be responsible for, as examples, loss of profits, loss of data, trading losses, business interruption, or other intangibles, or for the cost of procurement of substitute goods or services.

Cap on Direct Damages. To the extent any liability is not legally excludable, **the total cumulative liability of the Fund (and its affiliates and agents) to you for all claims arising from or related to the Site or these Terms shall not exceed the amount you have paid to us (if any) for use of the Site in the last 12 months.** If you have paid no amounts, the liability shall be zero or the minimum amount permitted by law. The existence of multiple claims will not enlarge this limit.

Because some jurisdictions do not allow the exclusion or limitation of certain damages (such as incidental or consequential damages), portions of the above limitation may not apply to you. In any case, our liability is limited to the fullest extent permitted by law.

User’s Responsibility. You acknowledge that the fees (if any) charged for use of this Site (currently none for basic access) reflect the allocation of risk set forth in these Terms and that the Company could not make this Site available to you without these liability limitations. **You agree that you use the Site entirely at your own risk** and you

assume full responsibility for any losses or damage that result from your use of the Site, except to the extent that such losses or damages are caused by our gross negligence or willful misconduct (in jurisdictions that do not allow exclusion of such liability).

13. Indemnification

You agree to **indemnify, defend, and hold harmless the Fund, its affiliated companies, and each of their respective directors, officers, employees, and agents** (the “Indemnified Parties”) from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) that arise out of or are related to. (a) **your violation of these Terms** or misuse of the Site; (b) **your investment activities or communications** on or through the Site; or (c) **any false, misleading, or fraudulent information or documents provided by you**. This indemnification obligation includes, for example, any third-party claims or regulatory fines arising from your conduct, your breach of these Terms, or your infringement of any third-party rights while using the Site.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations). In such case, you agree to cooperate with our defense of that claim. You agree not to settle any such matter without the prior written consent of the Fund. Your indemnification obligations will survive any termination of your relationship with the Company or your use of the Site.

14. Suspension and Termination

Suspension of Access. We reserve the right to suspend or restrict your access to the Site (or portions of it) at any time, for any reason, and without prior notice, if we believe it is necessary to protect our interests or other users, or if you violate these Terms. For example, we may temporarily suspend your account during investigations of potential misconduct or security concerns.

Termination by Company. The Fund may terminate your account or access to the Site at its sole discretion, **at any time and without notice** to you, for any reason or no reason, including (without limitation) if you breach these Terms or if we discontinue the Site or the fund’s investor portal service. We shall not be liable to you or any third party for any termination of your access to the Site. If your account is terminated, your right to access any secure areas of the Site will immediately cease, and we may delete all information associated with your account (except to the extent we are required to retain it by law or for legitimate business purposes).

Termination by You. You may terminate your use of the Site at any time by ceasing to use the Site and (if you have an account) notifying us that you wish to close your account. Termination of your account will not affect any contractual obligations you have incurred (for example, obligations under a Subscription Agreement if you are already an investor). Sections of these Terms that by their nature should survive termination (such as indemnification, disclaimer of warranties, limitation of liability, governing law, etc.) will survive any termination and continue to apply to you.

Effect on Investments. If your Site access is terminated (by you or us), this will not, by itself, cancel any pending investment or existing interest you hold in the Fund. Any ongoing rights and obligations as an investor will continue to be governed by the relevant fund agreements. However, you may lose online access to the portal for viewing account information. If you are an investor and the portal access is terminated, you should contact us to make alternative arrangements to receive necessary information (such as statements or reports) going forward.

15. Changes to Terms

We may update or revise these Terms of Service from time to time in our discretion. **Changes are effective upon posting** to the Site, or as of the date indicated in the updated Terms. We may, at our option, also notify you of material changes via email or via an announcement on the portal, but are not required to do so. **It is your responsibility to review these Terms periodically for updates.** If you do not agree with any updated Terms, you must stop using the Site. **Your continued use of the Site after updated Terms have been posted constitutes your acceptance of those changes.**

For your convenience, we will indicate at the top of this page the “Last Updated” date of the current Terms. We encourage you to print or save a copy of these Terms for your records.

16. Miscellaneous Provisions

Governing Law. These Terms and any dispute arising out of or relating to the Site shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles. By using the Site, you agree that any disputes or claims will be brought exclusively in the state or federal courts located in Delaware (or the appropriate court with jurisdiction over the Fund’s principal place of business), and you hereby consent to the personal jurisdiction and venue of such courts. (If you are accessing the Site from outside the United States, be aware that you

are voluntarily subjecting yourself to the jurisdiction of U.S. courts as a condition of using this Site.) Notwithstanding the foregoing, we reserve the right to seek injunctive or equitable relief in any jurisdiction to protect our intellectual property or confidential information.

Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, and if it cannot be made enforceable it shall be severed, and the remaining provisions of these Terms will remain in full force and effect. The failure of any party to enforce any right or provision of these Terms shall not constitute a waiver of future enforcement of that right or provision.

No Waiver. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. No waiver of any term or condition of these Terms shall be effective unless in writing and signed by an authorized representative of the Fund.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Fund as a result of these Terms or your use of the Site. You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. Any attempted assignment without consent will be null and void. We may assign our rights and obligations to an affiliate or in connection with a merger, acquisition, or sale of assets. These Terms will bind and inure to the benefit of the parties and their permitted successors and assigns.

Entire Agreement. These Terms, together with the Privacy Policy and any other notices or disclosures we provide to you on the Site, constitute the entire agreement between you and the Fund regarding your use of the Site, and supersede any prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us regarding the Site. (Note. This clause does not supersede or replace any investment-related agreements as discussed above; it pertains only to the use of the website itself.)

Contact Information. If you have any questions, concerns, or notices to provide regarding these terms or our site, please use the Contact Us form on our website. We'll do our best to respond to your inquiries in a timely manner.

By using the Site, you acknowledge that you have read, understood, and agree to these Terms of Service. Thank you for visiting the Site and for your interest in the Fund.

