## Streetbeat Digital Welcome Bonus Promotion TERMS AND CONDITIONS

## YOUR PARTICIPATION IN THE STREETBEAT DIGITAL WELCOME BONUS PROMOTION (THE "<u>PROMOTION</u>") SERVES AS YOUR WILLFUL ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROMOTION (THE "<u>TERMS AND CONDITIONS</u>"). DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE WITH THE APPLICABLE TERMS & CONDITIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Streetbeat Digital LLC ("<u>Streetbeat Digital</u>") reserves the right to modify these Terms and Conditions, in whole or in part, at any time and in its sole discretion without notice to you, and you waive any right you may have to receive specific notice of any such modifications. These Terms and Conditions are subject to Streetbeat Digital's interpretation, and shall be applied by Streetbeat Digital at its sole discretion.

## Terms and Conditions

The Promotion offer is available to all eligible participants who successfully open an account with Streetbeat Digital, Streetbeat LLC ("<u>Streetbeat RIA</u>", together with Streetbeat Digital referred to as "<u>Streetbeat</u>"), Alpaca Crypto ("<u>Alpaca Crypto</u>"), and Alpaca Securities, LLC ("<u>Alpaca Securities</u>", together with Alpaca Crypto referred to as "<u>Alpaca</u>" and an account with Streetbeat, and Alpaca shall together be referred to as a "<u>Qualified Account</u>" and each eligible participant who opens a Qualified Account, a "<u>Qualified Customer</u>"). Qualified Accounts are subject at all times to the terms and conditions of Streetbeat and Alpaca terms and conditions and/or customer agreements (the "<u>Additional Agreements</u>"), which are incorporated by reference into these Terms and Conditions. If any of the terms of these Terms and Conditions conflict with any terms of the Additional Agreements, the Additional Agreements shall control unless otherwise expressly stated herein.

# <u>Eligibility</u>

Participants must be 18 years or older and reside in a jurisdiction where Streetbeat is authorized do business.

The Promotion is not open to persons who reside in any jurisdiction where Streetbeat is not authorized to do business or where its products and services would be contrary to laws and regulations of that jurisdiction. This Promotion offer is not transferable saleable, or valid in combination with other offers. Streetbeat reserves the right, in its sole discretion, to disqualify any participant for any reason including for not complying with any or all of the terms of these Terms and Conditions or with any of the Additional Agreements found at <a href="https://streetbeat.com/disclosure-library">https://streetbeat.com/disclosure-library</a> and <a href="https://streetbeat.com/disclosure-library">https://streetbeat

## **Promotion Details & Bonus Terms**

The Promotion offer is available to all Qualified Customers who successfully open and make a Qualified Accounts. Upon opening a Qualified Account, Streetbeat will provide a bonus ("<u>Bonus</u> <u>Reward</u>") to Qualified Customers based on the odds described below. The Bonus Reward will be in the form of either (1) a digital asset pegged to a reserve asset (a "<u>Stablecoin</u>"), or (2) any other digital asset selected by Streetbeat ("<u>Cryptocurrency</u>"). Streetbeat shall determine whether to the Bonus Reward will be in the form of a Stablecoin or other Cryptocurrency in its sole discretion. The Bonus Reward received will depend on the customer's state of residence, and may be issued by a third-party provider engaged by Streetbeat.

# Bonus Reward Odds

When a Qualified Customer successfully creates a Qualified Account, Streetbeat will provide a Bonus Reward equal to an amount up to \$5,000.00, the value of which will be assigned randomly by an algorithmic and weighted number generator, according to the odds below:

Bonus Level	Odds	Bonus Reward (\$ USD)
0	N/A*	5.00
1	1:10	10.00
2	1:50	50.00
3	1:250	250.00
4	1:1000	1,000.00
5	1:5000	5,000.00

\* If the weighted random number generator algorithm does not result in a Bonus Reward equal to \$10.00 or more, the Qualified Customer will receive a Bonus Reward equal to \$5.00 (the "<u>Minimum Bonus Reward</u>").

## Terms

The Bonus Reward will be deposited into the Qualified Account approximately seven  $(\underline{7})$  business days following the day on which a Qualified Customer is awarded the Bonus Reward.

Any Bonus Reward deposited into a Qualified Account pursuant to the Promotion must remain in the Qualified Account (minus any trading losses or gains) for a minimum of fourteen (14) days. Qualified Customers must remain in good standing with Streetbeat. Any breach of the Additional Agreements will result in forfeiture of a Bonus Reward. Streetbeat may at any time, in their sole discretion, respectively, terminate, suspend, restrict, or otherwise limit your account per the terms of the Additional Agreements. Any forfeited Bonus Reward will be removed from the Qualified Account.

## Tax Considerations

The value of any Bonus Reward awarded hereunder may be taxable income to you. You are responsible for any federal or state taxes resulting from receipt of a Bonus Reward. Please consult your tax advisor if you have questions about the tax treatment of a Bonus Reward.

## **Governing Law**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of you and Streetbeat in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State of California.

#### **Miscellaneous**

Nothing in these Terms and Conditions shall be considered a recommendation to buy or sell, or an offer to buy or sell, any digital asset. Streetbeat does not offer any warranties, and disclaims all warranties, express or implied, with regard to the Promotion. Streetbeat does not guaranty that its website or mobile app will be free of errors or interruptions. Streetbeat reserves the right to correct all typographical and other written errors in connection with the Promotion.

Streetbeat reserves the right to limit the amount of Bonus Rewards you are eligible to receive, and to refuse or recover any Bonus Reward, or deem you ineligible for the Promotion, if Streetbeat determines that it was obtained under wrongful or fraudulent circumstances, or was awarded to you in error, or that inaccurate or incomplete information was provided in opening the account, or that any terms of the Additional Agreements or these Promotion Terms and Conditions have been violated. Streetbeat reserves the right to suspend, cancel, terminate or modify this Promotion and/or these Promotion Terms and Conditions at any time at its sole discretion.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions are determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Streetbeat's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the document or any provision hereof. Streetbeat reserves the right to revoke or extend this offer at any time.

If, in Streetbeat's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Promotion, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Promotion, Streetbeat reserves the right to modify, cancel, or terminate this Promotion, in whole or in part, at any time without notice. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, epidemic, pandemic, or other matters beyond Streetbeat's reasonable control, Streetbeat has the right, in its sole discretion, to terminate the Promotion. Prompt notice of such action will be made to eligible participants.

<u>Caution</u>: Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, Streetbeat reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Streetbeat reserves the right to disqualify participants for any reason at any time.

#### **Changes To These Promotion Terms**

Streetbeat reserves the right to modify the Promotion and to reduce the Bonus Rewards at any time and in their sole discretion. If Streetbeat makes any material changes to this Promotion, you will be notified by email (sent to the email address specified in your Account), on the Streetbeat mobile app, and on the Streetbeat website prior to the change becoming effective, or as otherwise required by law. Notwithstanding anything herein, Streetbeat is not required to provide you with prior notice of any amendments to the Promotion that are beneficial to you. Your continued access to or use of the Promotion after any changes to these Terms and Conditions are made will be subject to the revised Terms and Conditions, and you will be deemed to be aware of and bound to the revised Terms and Conditions by your continued access to or participation in the Promotion. If you do not accept any such revisions or changes, your sole and exclusive remedy is to cease participation in the Promotion. The Promotion may be canceled at any time without notice to you.