

1. Introduction

These Terms of Use (the “Terms”) constitute a legally binding Agreement between an Entity (“Customer” “you,” “your” or “User”) and Springcoin, Inc. d/b/a Spring Labs (“we”, “our”, “us” or “Company”) and govern your use or purchase of Company’s products and services through our website or any other online method of services we provide (collectively, the “Services”). Services are provided solely for use by Customer. By accessing or using our Services, Customer expressly consent and agree to be bound by and comply with these Terms. This Agreement takes effect when Customer accepts these Terms, and the individual who accepts these Terms represents that they are authorized to enter into this Agreement on behalf of Customer.

THESE TERMS OF SERVICE CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 15 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT IMPACT (WITH LIMITED EXCEPTIONS) YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ THEM CAREFULLY.

In addition, any Personal Data (defined below) Customer submits for the Services are governed by our Privacy Policy set forth here ky0x.com/privacy-policy and which terms you hereby acknowledge. Our privacy policy describes what personal data we collect, and how we use, store, or share it.

If using these terms on behalf of a business, you represent to us that you have the authority to bind that business or entity to these Terms, and that Customer accepts these terms. We encourage you to read these Terms carefully and use them to make informed decisions.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, CUSTOMER AGREES AND ACCEPTS TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICES

In order to access the Quadrata Passport Network, Customer shall undergo Ky0x's KYC/KYB and AML onboarding process and obtain a web3 identity passport. The name, email, and photo associated with the Customer's Google account will be recorded when you upload files and submit this form. For questions regarding this form, please contact compliance@springlabs.com.

Company and Services are not an end-to-end KYC/KYB/AML solution, but rather is a tool to enhance and assist with KYC/KYB/AML obligations.

2. Definitions

Capitalized terms shall have the meanings assigned to them in these Terms, unless the context requires otherwise.

“Affiliate” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

“AML” stands for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

“Authorized User” any person granted express or implied authority to use, access, or make decisions regarding or submit information pertaining to the Services.

“Beneficial Owner” any individual who either: (1) exercises substantial control over a business, or (2) owns or controls at least 25 percent of the ownership interests of a business

“Blockchain” means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

“Confidential Information” means all confidential information disclosed by a party or its representatives (“Disclosing Party”) to the other party or its representatives (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

“Controlling Person(s)” means a single individual with significant responsibility to control, manage, or direct a business such as a Chief Executive Officer, Chief Operating Officer, Chief Legal Officer, etc.

“Data Protection Law” means any applicable privacy and data protection laws (including, but not limited to, the California Consumer Privacy Act of 2018 and the General Data Protection Regulation (EU) 2016/679 of April, 27 2016 (“GDPR”)) as may be amended from time to time

“Digital Asset” means a digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets, operating independently from a central bank.

“Eligible Digital Assets” means the types of Digital Assets we may choose to accept and support from time to time, which are subject to change in our sole discretion, based on business and regulatory considerations.

“Fiat”, when used in reference to money or currency, means any money that a recognized government declares as legal tender, and has value only because such government maintains its value.

“KYB” stands for Know your Business (or entity), refers to the due diligence review of the business and industry which when reviewed against Money Laundering techniques is used to assess suspicious activities or transactions and potential risks of the business.

“KYC” stands for Know Your Customer (or Client), which means the process of a business verifying the identity of its customers or clients and assessing potential risks of illegal intentions for the business relationship.

“Personal Data” means information that, alone or in combination with other information provided to Company, can be used to identify (whether directly or indirectly) an individual person

“Wallet” means a User’s designated personal account via a device, physical medium, program or a service which stores your public and/or private keys for cryptocurrency transactions. In addition to this basic function of storing the keys, a cryptocurrency wallet more often also offers the functionality of encrypting and/or signing information.

3. Accessing the Service

Customer will need a wallet to access the Services. Customer’s web3 identity passport issued pursuant to the Services will be associated with Customer’s wallet address.

Customer’s web3 identity passport will be associated with Customer’s wallet address and allow for third parties to access Customer DID/AML/Country designation/IS_Business and potential attributes, including, but not limited to, Is_Accredited_Investor for that wallet address (and, if applicable, any content associated with such information) should Customer provide permission. By using your wallet in connection with the Services, Customer agrees that Customer is using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with the Services, and Company does not have custody or control over the contents of Customer wallet and has no ability to retrieve or transfer its contents. Company accepts no responsibility for, or liability to Customer, in connection with Customer use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. Customer is solely responsible for keeping Customer wallet secure and Customer should never share Customer wallet credentials or seed phrase with anyone. If Customer discovers an issue related to Customer’s wallet, please contact your wallet provider. Likewise, Customer is solely responsible for Customer’s passport and any associated wallet and we are not liable for any acts or omissions by Customer in connection with Customer’s passport or as a result of your passport or wallet being compromised. Customer agrees to immediately notify us if Customer discovers or otherwise suspects any security issues related to the Service or your passport (Customer can contact us at compliance@spinglabs.com).

Customer also represents and warrants that Customer will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, Customer represents and warrants that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you have not been identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If Customer accesses or uses the Service outside the United States, Customer is solely responsible for ensuring that Customers’ access and use of the Service in such country, territory or jurisdiction does not violate any applicable laws.

The Services may require Customer to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, ky0x, in its discretion, may burn Customer’s passport and block your ability to access the Service until such additional information and documents are processed by the Services. If Customer does not provide complete and accurate information in response to such a request, may refuse to provide or offer Services.

4. License to Access and Use Our Service and Content

Customer is hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and personal license to access and use the Service provided, however, that such license is subject to Customer compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are

distributed or made available to Customer as part of your use of the Service, we hereby grant Customer a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling Customer to use the Service as permitted by these Terms.

5. Eligibility and Proof of Identity

In order to use the Services to connect and verify Customer wallet, Authorized User represents and confirms (1) Authorized User is at least eighteen (18) years of age or older (for US based users) or at least of the legally required age in the jurisdiction in which Authorized User resides, and are otherwise capable of entering into binding contracts, and (2) Authorized User has the right, authority and capacity to enter into this Agreement and to abide by the Terms and conditions of this Agreement, and that the Authorized User will so abide. Company is not obligated to accept any information from any Customer and has sole and absolute discretion to accept or reject submission to perform Services. Company has no responsibility or liability unless and until Company provides written confirmation that its Services have been performed for Customer or Authorized User.

Services are not available where prohibited by law or by Company policy, as updated from time to time; currently, such countries include: Iran, North Korea, Sudan, South Sudan, Syria, Cuba, Russia, or any other country against which the United States imposes financial sanctions or embargoes.

Be advised that in some jurisdictions, due to regulatory considerations, Company may not provide part or all of the Services.

Due to changing regulatory requirements and interpretations in the Digital Assets markets, Company will use its sole and absolute discretion to revise the list of prohibited jurisdictions and/or reject specific applications and/or use part or all of the Services, where Company determines that regulatory or policy reasons prevent Company from being able to offer its Services.

When Customer engages Services, we will ask for documentation and information, including but not limited to copies of government-issued identification (e.g. Passport, driver's license, etc.). For corporate entities, we may require identification information related to the directors, officers, or equity owners of the business. We may also gather and use information about Customer from third parties, to help us confirm identity and perform our Services. Customer represents and warrants at all times that any and all information provided by you to us is true, accurate, and not misleading in any respect. If any such information changes, it is Customer's obligation to provide the new information to us as soon as practicable following such change.

6. Nature of e-Services

A. Business Verification

Business will be required to provide information about the business through the Services. Such information will include, but is not limited to, Business Name, Business Address, Type of Business, Jurisdiction of Formation, Date of Formation, Business Tax ID, Beneficial Owners, Controlling Persons, Business Wallet Addresses, Certificate of Incorporation, Governance Documents, Authorized Signatory List, etc. The Services will use the information provided by the Business to perform required due diligence to assess and understand overall risk a new and

existing Business may pose. Know your Business process enables the Services to examine a Business for the following:

- Determine whether the Business exists
- Identity verification of the Controlling Person and other Beneficial owners
- Increased Anti-Money Laundering (AML)/Wallet risk

B. Identity Verification

Controlling Persons or Beneficial Owners will be required to take a photograph of their identification through the Services. If none of the photos taken by the Controlling Persons or Beneficial Owners enable the identification of the Controlling Persons or Beneficial Owners identification document, Customer shall be redirected to the beginning of the verification process, and may be required to submit additional documentation. Customer is solely responsible for the Personal Data Customer provides and for securing your passwords, hints, or any other codes that are used to access the Services. Customer acknowledges, accepts, and confirms all information submitted is accurate, verified, error free, and Customer has the express authority to submit the personal information. Company is not responsible for any loss or compromise of Customer access, information and/or personal information, or for any loss that may be sustained due to compromise of access, information and/or personal information. Company is also not responsible for any inaccurate, false, or erroneous information Customer submits. **By submitting, providing, or otherwise sending data Customer and Controlling Person(s) or Beneficial Owner(s) consent to Company's use and transfer of such data to complete the identity verification services.**

Verification Outputs - After carrying out the identity verification process and checking the Personal Data, Company shall either continue to the AML process or shall receive an error code.

Such error code means the verification of the Controlling Persons or Beneficial Owners could not be confirmed for any of the following reasons: (1) Controlling Persons or Beneficial Owners submitted data that does not comply with the personal identification data available in the personal identification documents database, or does not match other information or data obtained in the course of the verification process; (2) the Controlling Persons or Beneficial Owners did not follow instructions given as to framing and proportions of the Controlling Persons or Beneficial Owners face and document, or (3) there are circumstances that refer to the suspicion of criminal activities. Should Company receive a negative verification result, Company will not administer the AML verification. Company will notify Customer of a verification issue - and if the issue is not resolved - Company will discontinue all further Services.

By submitting, providing, or otherwise sending Customer data Customer and Controlling Person(s) or Beneficial Owner(s) consent to Company's use of such data to complete KYC verification services.

C. AML Verifications

Ky0x AML Services screen against real-time risk databases of people and companies. The data shall be exclusively used to help prevent money laundering, fraud, sanctions breaches, bribery, and corruption. The AML Services shall not be used for pre-employment screening or credit referencing. Company shall only provide AML Services if your identity has been verified.

By submitting, providing, or otherwise sending Customer data Customer and Controlling Person(s) or Beneficial Owner(s) consent to Company's use of your

data to complete the AML which shall include continuous monitoring and automatic updates without notification should the AML status changes.

Customer confirms a wallet is owned by a single corporate entity that is and will continue to be the Customer authorized to take any action. By providing information about a wallet, Customer represents and warrants that Customer is and shall at all times continue to be the owner of the wallet and user of all Services facilitated or generated therefrom.

D. Country Designation

We obtain the country designation of your business from information provided to the Services. The company will verify the information Customer provides the Services by using a 3rd party service provider. Customer certifies that the information you provide is true, accurate, and can be relied upon. Country will be specifically posted to Customer web3 identity passport.

E. Minting the Web3 Identity Passport

The Services will interact with a set of smart contracts on the Ethereum blockchain on Customer's behalf. The smart contract enables the Company to mint a non-fungible ERC-1155 token that represents a web3 identity passport connecting your information derived from the Services for use by permissioned pools or other entities.

The smart contract is an open source protocol which is accessible by others. Each token minted exists on the Ethereum blockchain as a cryptographic token that cannot be copied or replicated, and can only be controlled by the person who holds the Ethereum private key that corresponds to the token's Ethereum address and the passport issuer or other necessary parties as required by the Services.

Customer accepts and acknowledges that there are risks associated with holding or using the token and using the Ethereum network, including but not limited to, the risk of losing access to your Ethereum address due to loss of private keys, seed words or other credentials, or an unauthorized third party gaining access to same, and the risk of unknown vulnerabilities in the the token smart contract code or the Ethereum network protocol. Customer agrees to take all reasonable steps to protect wallet credentials including passwords, pin codes, access to devices for SMS or multi-factor authentication. Customer acknowledges and accepts all such risks described in this paragraph and releases Company completely from all liability that may arise as a result of any one or more of these things occurring. Customer accepts and acknowledges that we will not be responsible for any losses, failures, disruptions, errors, distortions, or delays that may be experienced when minting or otherwise using the smart contracts, however caused.

F. Continuous Monitoring

Continuous monitoring is required to protect against real-time risk.

As part of the Services to provide the best and most accurate information, continuous monitoring is required in order to use the Services and under the Terms of this Agreement. Once web3 identity passports are minted for wallets associated with Customer's business, Ky0x aims to ensure the information maintained on the passport is updated in real time. Should a change in AML status be detected and confirmed, Customer passports will be updated with the new AML designations. Because of the regulatory risk involved with AML designations and to prevent bad actors from using permissioned exchanges, Company will try but cannot guarantee, Customer will receive notice prior to the passport being updated.

Please note: to ensure security for all parties, platforms, and exchanges, any revocation of or request for deletion of data from the Services may result in an automatic revocation of the web3 identity passport and access to the Services.

G. Support for Services

Support Service: Company will, during the Term, make commercially reasonable efforts to provide support services. Customer may request support services by submitting a support request to compliance@springlabs.com or any other email address notified to Customer by Company from time to time. Each support request shall include a description of the problem and the start time of the incident and/or the time when the Customer became aware of the incident. Company will not have support service obligations where errors arise from improper use, misuse, or unauthorized alteration of the Service, unavailability of third-party database or service.

We will not be liable for publishing or using any information we receive from Customer or any assessments or verification responses derived as a result of the information we received from you, even if it was not authorized by Customer, or if it was entered by mistake or is otherwise inaccurate. To verify the authenticity of any instruction or information we receive, we may require your signature or identification in any form we deem necessary; at our sole discretion, we may accept digital images and electronic signatures for documents that need to be signed. Customer agrees to reimburse us for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our following of your instructions to take any action related to Services.

H. Reservation of Rights

We reserve the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Service (or any features or parts thereof) at any time and without liability as a result.

7. Fees

We may charge fees for some or part of the Services we make available to Customer. We reserve the right to change those fees at our discretion without notice. In the event that we will charge a fee, we will disclose the amount of fees we will charge you for the applicable Service at the time you mint your web3 identity passport.

Customer may incur charges from third parties for use of the linked services. For example, Customer may be charged fees via the Dapps and or DEXs that you may access. Customer may also be charged gas fees.

8. Revisions, Disclosures and Notices

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

Customer agrees to Company's E-Sign Consent. We may provide disclosures and notices required by law and other information about the Services electronically, by

posting it on our website, pushing notifications through the Services, or by emailing it to the email address provided to Company. Electronic disclosures and notices have the same meaning and effect as if we had provided Customer with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to Customer unless we receive notice that the email was not delivered. If Customer wishes to withdraw consent to receiving electronic communications, contact compliance@springlabs.com. If we are not able to support such request, Customer may need to terminate Services.

9. User Responsibilities

User's Responsibilities. Customer will (i) be responsible for meeting Company's applicable minimum system requirements for use of the Service; (ii) be responsible for compliance with this Agreement, (iii) be solely responsible for the accuracy, quality, integrity and legality of data provided to Company, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify Company promptly of any such unauthorized access or use, (v) be responsible for any network or internet connectivity required to access the Services over the internet and (vi) use the Service only in accordance with this Agreement, any applicable documentation, laws and government regulations, and any reasonable written instructions provided by Company to Customer. We may follow any instructions regarding Services provided that we reasonably believe such instructions are authorized by Customer.

Prohibitions. Customer will not (i) make the Service available to others, (ii) sell, resell, rent or lease the Services, (iii) upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) third party, or Company, (iv) upload files that contain viruses, Trojan horses, malware, viruses, worms, time bombs, corrupted files, or any other similar software that may harm or damage the operation of another's computer or the Service, (v) interfere with or disrupt the integrity or performance of the Company Service or third-party data contained therein.

10. User Restrictions

Restrictions. In addition to the other prohibitions set forth in this Agreement, Customer will not (i) create derivative works based on the Company Service, (ii) copy, frame or mirror any part or content of the Company Service, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes in accordance with Company's applicable documentation, (iii) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any component of the Company Service is compiled or interpreted, or (iv) access the Company Service in order to build a competitive product or Service or to copy any features, functions or graphics of the Company Service, or (v) copy, store, possess or use in part or in whole the original data provided and made available on the Company Service except as explicitly allowed and provided in this Agreement and solely during the term hereof.

11. Ownership

Ownership of Personal Data. Customer reserves all of its rights, title and interest in and to the Personal Data it provides in connection with the Services. Customer grants Company a non-exclusive, worldwide, royalty-free license to use any Personal Data to provide, improve, enhance, develop and offer the Services. Customer and Authorized User represents and warrants that: (i) it owns or has the right to make its Personal Data available to Company; and (ii) the posting and use of data on or

through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity, or (B) breach any contract between Customer and a third party.

Ownership of Performance Data. Company owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs.

Ownership of Digital Assets. Customer hereby represents and warrants to us at all times during which Customer uses the Services, you are validly authorized to carry out transactions and that all transactions initiated are for your own Digital Assets and not on behalf of any other person or entity other than any corporate entity validly authorized to act on its behalf.

12. Data Protection

In addition to agreeing and accepting Company's Privacy Policy on how personal information will be collected, used, disclosed and transferred amongst other things, Customer also agrees to and accept the [Ky0x Privacy Policy](#).

Security Data and Privacy. Customer understands that failure to protect Personal Data or Confidential Information may allow an unauthorized person or entity to access the Company Service. In addition, Customer acknowledges that the Company generally does not have access to and cannot retrieve lost or deleted Personal Data. Customer agrees that: (i) Customer is solely responsible for collecting, inputting and updating all Personal Data; (ii) Company assumes no responsibility for the supervision, management or control of Customer's Personal Data; and (iii) Company assumes no responsibility for any fraudulent or unauthorized use of the software or any other portion of the Service. To the extent that Company has access to any personally identifiable information gathered from Customer in connection with the Services, such information shall be governed by the provisions of the Company Privacy Policy, a copy of which is available on the Company website at [ky0x.com](#) which Company may update from time to time.

Data Protection. In this Section, each party shall be individually and separately responsible for complying with the obligations that apply to it under Data Protection Law in connection with any Personal Data. To the extent Company has access to Personal Data, the parties acknowledge and agree that Customer will remain the data controller of its personally identifiable information at all times. Company will use any personally identifiable information to which it has access strictly for purposes of performing its obligations hereunder.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party or in connection with the performance of Services as set forth in this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of performing the Services as set forth in this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its Representatives who need such access for purposes consistent with the scope of Services as outlined in this Agreement and who are legally bound to protect such Confidential Information consistent with the requirements in performance of the Services in connection with this Agreement.

13. User Posted Information

Customer understands, acknowledges, and agrees that by minting the web3 identity passport Customer will post their identity, country, and AML/KYC markers on the Ethereum blockchain. The markers will indicate whether the Customer has completed Ky0x KYC/KYB identity verification and its coarse-grained Anti-Money Laundering risk rating attached to an obfuscated derivative of the User's Ethereum wallet address. In the future additional markers may be introduced and reflected on one or more blockchain networks.

14. Disclosure of Personal Information

We may disclose information to third parties about Customer, your Wallet, or the information you provided in connection with the Services:

- (i) Where it is necessary for the performance of our Services under these Terms;
- (ii) If Customer gives us authorization;
- (iii) In order to comply with any request or order by any government agency or competent court; and
- (iv) As described in our Privacy Policy available at ky0x.com/privacy-policy.

15. Arbitration (US Customers)

CUSTOMERS RESIDING IN THE UNITED STATES: PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS CUSTOMER'S LEGAL RIGHTS AND GOVERNS HOW CUSTOMER AND COMPANY CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE CUSTOMER AND COMPANY TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

a) Informal Negotiations

To expedite resolution and reduce the cost of any dispute, controversy or claim between Customer and Company (each a "**Claim**" and collectively "**Claims**"), Customer and Company agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration. This pre-arbitration negotiation shall be initiated by providing written notice to the other party—including a brief written statement describing the name, address, and contact information of the notifying party, the facts giving rise to the Claim, and the relief requested. Customer must send such written notice to Springcoin, Inc. at 4551 Glencoe Ave, Suite 155, Marina Del Rey, CA 90292. Attention: Legal. If necessary to preserve a Claim under any applicable statute of limitations, Customer or Company may initiate arbitration while engaging in the informal negotiations.

During this pre-arbitration negotiation, all offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability, in arbitration or other proceeding involving the parties.

After a good faith effort to negotiate, if Customer or Company believe a Claim cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the American Arbitration Association ("**AAA**") and the written

Demand for Arbitration (available at www.adr.org) must be provided to the other party, as specified in the Commercial Arbitration Rules (the “**AAA Rules**”).

(b) Agreement to Binding Arbitration

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, CUSTOMER AND COMPANY MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This Agreement to arbitrate contained in this Section 15 (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act and survives the termination of this Agreement and Customer relationship with Company.

Claims covered by this Arbitration Agreement include, but are not limited to, any dispute, claim or controversy whether based on past, present or future events arising out of or relating to: this Agreement and prior versions (including the breach, termination, enforcement, interpretation or validity thereof); the Services; breach of any express or implied contract or breach of any express or implied covenant; or claims arising under federal or state consumer protection law.

If there is a dispute about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this arbitration agreement), Customer and Company agree that this threshold dispute shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disputes, except as expressly provided below.

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER AND COMPANY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

16. Conflict/Disputes Involving Ky0x services

We are not liable to Customer for errors that do result in a financial loss to Customer. We may take any action that is authorized or permitted by these Terms without liability to you, even if such action causes you to incur fees, expenses or damages. If we receive conflicting instructions from you, or if we become involved in or concerned about a dispute between you and any third party, we reserve the right to react in ways that we believe in good faith to be appropriate, including by closing your account or interpleading assets to court. Customer shall be liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys’ fees.

We are not responsible for delays or loss incurred as a result of an error in the initiation of the Services and have no obligation to assist in the remediation of such transactions.

In addition, Company reserves the right to withhold or delay the transmission of Services belonging to Customer if Customer fails to comply with these Terms. Our total aggregate liability to Customer for any claim is limited to the face value of the

applicable item or transaction, or the actual value of any assets not properly credited or debited.

17. Indemnification and Limitation of Liability; Legal Fees and Costs for Lawsuits

Customer agrees to defend, indemnify and hold harmless Company and its employees, managers, partners and Affiliates from any losses, damages, suits and expenses, of whatever kind, including reasonable legal fees, that we incur in connection with or arising out of Customer use of the Services, or our activities in connection with the Services and for Customer violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by Customer or any person acting on your behalf while using the Services, regardless of whether the specific use was expressly authorized by Customer. Customer agrees to comply with applicable law and to not use Services for any transaction or activity that is illegal or violates applicable laws, regulations or rules. Please note, Customer's agreement to comply includes any and all applicable laws and regulations of the United States, as well as of Customer place of residency and any law applicable to Customer.

We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. **IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY, INCLUDING INDEMNITY, TO USER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE COMPANY'S SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE THREE (3) MONTH PERIOD PRECEDING THE INCIDENT.** Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to our obligations, to or against any assets of any person or entity other than Company for Company' obligations, including, without limitation, any member, Affiliate, investor, employee, officer, agent or advisor of Company.

18. Disclaimer of Warranty

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY UNDER THESE TERMS AND TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR WARRANTY OF NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL COMPANY, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL ELIGIBLE DIGITAL CURRENCY PRICE DATA AVAILABLE IN THE COMPANY SERVICES. COMPANY WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER BUT COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING WHICH IS DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL.

19. Class Action Waiver

To the extent permissible by law, all claims must be brought in a Customer's individual capacity, and not as a plaintiff or class member in any purported class, collective action, or representative proceeding (collectively "class action waiver"). Any arbitrator may not consolidate more than one person's claims or engage in any class arbitration. Customer acknowledges that, by agreeing to these terms, Customer and Company are each waiving the right to a trial by jury and the right to participate in a class action.

20. Our Ownership of the Services and Company's Intellectual Property (IP)

Customer agrees and acknowledges that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the Ky0x website, any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the content displayed on the website, and other materials produced by and related to Company (collectively, the "Company IP"). Customer acknowledges and agrees that no proprietary rights are being transferred to Customer in such materials or information, and that Customer has no intention of using such materials or information inappropriately or to in any way harm Company or any of its affiliates, directors, officers or employees. Customer shall not prepare any derivative work based on the Company IP, nor shall you translate, reverse engineer, decompile or disassemble the Company IP.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, Company reserves all rights, title and interest in and to the Company Service, the original data provided and made available on the Company Service and any associated Software and documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

21. Third Party Services and Links to Other Websites

Customer may be offered services, products and promotions provided by third parties and not by Company, including, but not limited to, third party service providers ("Third Party Services"). If Customer decides to use Third Party Services, Customer will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, Customer agrees to resolve any disagreement between Customer and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Company. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Company. Such third party websites are not governed by these Terms. Customer access to any such website is at Customer's own risk. We expressly disclaim any liability for these websites. When Customer uses a link to go from the Services to a third party website, our Privacy Notice is no longer in effect.

Customer browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

22. Communications

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, email, and other forms of electronic exchange). Unless the law requires otherwise, Customer consents in advance to such recording and monitoring and we do not need to remind you of these activities. Customer must promptly notify us of any change in your contact information, including mailing and email address. Failure to notify us in a timely fashion may result in delay or non-receipt of notices or correspondence.

23. Waiver

We may delay the exercise of, or entirely waive any rights we have under these Terms. If we delay or waive our rights, Customer is still obligated to pay us obligations Customer may owe us, remove any violation of these Terms and/or otherwise follow our instructions (as applicable). Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our other or subsequent rights in any way.

24. Changes in Terms

Please be aware that the terms and conditions governing the Services can change over time. We reserve the right to discontinue or make changes to any Services. We may change these Terms, and we may add to or delete from these Terms, and the updated version will supersede all prior versions. We will provide notice of changes, additions, and deletions as required by law. If we have provided advance notice and Customer does not agree with a change, Customer may terminate the Services, which shall be Customer's sole remedy. Failure to timely terminate the Services will constitute Customer acceptance of such change and subject Customer to the modified Terms.

25. Injunctive Relief

Customer agrees that a breach of these Terms will cause irreparable injury to Company for which monetary damages would not be an adequate remedy and Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

26. Assignment

These Terms, or any of the rights and/or obligations provided hereunder, may not be assigned or otherwise transferred by Customer to any other person or entity, whether by operation of law or otherwise, without Company's express written consent, and any attempted assignment in violation of this prohibition shall be void ab initio and of no effect. Company may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time. Any permitted assignment or transfer of or under these Terms shall be binding upon, and inure to the benefit of the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

27. Governing Law and Venue

The relationship between Customer and Company is governed exclusively by the laws of Delaware, without regard to its conflict of law provisions. Any dispute arising

out of, or related to, Services or relationship with Spring Labs must be brought exclusively in the courts located in California.

28. California Users and Residents

If any complaint with us is not satisfactorily resolved, Customer can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254

29. Force Majeure

We will not be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, pandemic or epidemic events, or other causes over which we have no reasonable control.

30. Survival

The provisions of Sections 15 (Arbitration), 17 (Indemnification), 18 (Disclaimer of Warranty), 19 (Class Action Waiver), 11 (Our Ownership of the Services and IP) and 27 (Governing Law and Venue) shall survive termination of these Terms.